



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Wednesday
Date: June 9, 2021
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the applicable Directives issued under authority of the Governor’s Declaration of Emergency, including Directive 045, and subject to any potential changes in state or federal mandates or guidelines, face coverings are no longer required to be worn when attending this meeting in person if you have been fully vaccinated against COVID-19, you are not currently experiencing symptoms of illness, and you have not tested positive for COVID-19 within 10 days prior to the date of this meeting. If you do not meet all of the foregoing requirements, you must wear a face covering when attending this meeting in person.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the RTC meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191.

The public may provide public comment in advance of a meeting by written submission to the following email address: lmaloney@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

Members of the public who wish to provide live public comment via telephonic appearance in lieu of physical attendance may do so during the designated public comment periods indicated on the agenda by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment.

Join by phone:
Phone Number: +1-408-418-9388
Meeting Number: 187 722 5534

1. Call to Order – Regional Transportation Commission

2. **Roll Call**

3. **Public Comment****

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

4. **For Possible Action: Approval of Minutes – May 12, 2021**

5. **Public Meeting Item(s):**

5-A For Discussion Only – Presentation and discussion regarding Carson City’s roadway funding needs and a preliminary evaluation of potential options to fill the transportation funding gap.

Staff Summary: Staff, with consultant support, will present the Carson City Roadway Needs and Funding Report which includes an analysis on the City’s current pavement conditions, transportation funding needs, and potential options to generate additional long-term funding to fill the transportation funding gap.

5-B For Possible Action - Discussion and possible action regarding a presentation of 30% design concepts for the Colorado Street Corridor Project (“Project”) located between S. Carson Street and Saliman Road and soliciting input from RTC before Project is advanced to 60% design concepts.

Staff Summary: Staff have developed 30% design concepts for the Project which runs between S. Carson Street and Saliman Road. Staff will present the design concepts that have been developed based on prior input and direction from the public and the RTC. The presentation will also provide the overall status of the design improvements planned for the Project.

5-C For Possible Action – Discussion and possible action regarding Contract 20300359 for Farr West Engineering to perform civil engineering services for the Roop Street Rehabilitation Project (“Project”) for a total not to exceed amount of \$84,127, through December 31, 2022, to be funded from the V&T Infrastructure Capital Improvements account.

Staff Summary: The Project is a pavement reconstruction project in Performance District 2 and includes roadway reconstruction between E. 5th Street and Musser Street. The Project also includes sanitary sewer replacement within the Project limits. Farr West Engineering will assist Carson City staff by completing the civil engineering design plans for the Project. The design is anticipated to take approximately nine months to complete.

5-D For Possible Action – Discussion and possible action regarding a determination that SNC Nevada Construction, Inc. (“SNC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Clear Creek Road Pavement Preservation Project (“Project”) and to award Contract No. 20300336 for the Project to SNC for a total not to exceed amount of \$111,107.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes applying a Type 3-Modified Rapid Setting Slurry Seal on Old Clear Creek Road between U.S. Highway 395 and Vista Grande Boulevard, and on Vista Grande Boulevard between Old Clear Creek Road and the Douglas County line. The construction contract is the for the base bid of \$101,007, plus a 10% contingency amount of \$10,100.70. The engineer’s estimate was \$110,000.

5-E For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Deer Run Road Pavement Preservation Project (“Project”) and to award Contract No. 20300344 for the Project to SNC for a total not to exceed amount of \$210,107.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes applying a Type 3-Modified Rapid Setting Slurry Seal on Deer Run Road between U.S. Highway 50 and Sedge Road. The contract is for the base bid of \$191,007, plus a 10% contingency amount of \$19,100.70. The engineer’s estimate was \$210,000.

5-F For Possible Action – Discussion and possible action regarding potential modifications to designated truck-prohibited routes and truck route policy in Carson City and a possible recommendation to the Carson City Board of Supervisors (“Board”) to modify the existing policy through a resolution.

Staff Summary: The Board adopted a resolution designating truck-prohibited routes in Carson City in 1998. As a result of changes to the roadway network and limited enforcement capability, staff have reviewed the existing resolution and have conducted additional analysis on truck routing in Carson City and will present a summary of the findings for input from, and recommendations by, the RTC.

5-G For Possible Action – Discussion and possible action regarding the following four Federal Transit Administration (“FTA”) Section 5310 grant applications to Carson Area Metropolitan Planning Organization (“CAMPO”), none of which requires a local match, and authorization for the RTC Chair to sign the Authorizing Resolution for (1) a \$238,000 application to provide a contactless fare payment system for Jump Around Carson (“JAC”) and JAC Assist; and (2) three separate applications for JAC Assist’s capitalized operating expenses in the amounts of \$54,044, \$25,780, and \$25,780, respectively.

Staff Summary: CAMPO has FTA Section 5310 grant funding available for Federal Fiscal Years (“FFY”) 2020 and 2021. The first proposed application to CAMPO is for a capital funds project through FTA Section 5310 to secure \$238,000 for a contactless fare payment system for JAC and JAC Assist. The remaining three applications to CAMPO would fund operating expenses for JAC Assist in the amounts of \$54,044, \$25,780, and \$25,780 through traditional FTA Section 5310 funding, an FTA Section 5310 funding supplementation in the Coronavirus Response and Relief Supplemental Act (“CRRSA”), and an FTA Section 5310 funding supplementation in the American Rescue Plan Act of 2021 (“ARPA”), respectively.

6. Non-Action Items

6-A Transportation Manager’s Report

6-B Street operations activity report for April 2021

6-C Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to the RTC
- Additional status reports and comments from the RTC
- Additional staff comments and status reports

7. Public Comment**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

8. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. **Public comment will be taken at the beginning of the agenda before any action is taken and again at the end before adjournment.** No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Chair may call for or allow additional individual-item public comment at the time of the body’s consideration of the item when: (1) the comment will be provided from a person who is directly involved with the item, such as City staff or an applicant; or (2) it involves any person’s or entity’s due process appeal or hearing rights provided by statute or the Carson City Municipal Code. Comments may be limited to three minutes per person or topic, at the discretion of the Chair in order to facilitate the meeting.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at LMaloney@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at LMaloney@carson.org, or by calling Lucia Maloney at (775) 887-2355 at least 24 hours in advance of the meeting

This agenda and backup information are available on the City’s website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:
Carson City Public Works, 3505 Butti Way
Community Center, 851 East William Street
City Hall, 201 North Carson Street
Carson City Library, 900 North Roop Street
Community Development Permit Center, 108 East Proctor Street
www.carson.org/agendas
<http://notice.nv.gov>

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Minutes of the May 12, 2021 Meeting
Page 1

DRAFT

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin at 4:30 p.m. on Wednesday, May 12, 2021, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chair Lisa Schuette
Commissioner Robert “Jim” Dodson
Commissioner Chas Macquarie
Commissioner Greg Stedfield

STAFF: Dan Stucky, Deputy Public Works Director
Lucia Maloney, Transportation Manager
Adam Tully, Deputy District Attorney
Rick Cooley, Operations Manager
Chris Martinovich, Transportation/Traffic Engineer
Alex Cruz, Transit Coordinator
Tamar Warren, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the commission’s agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk’s Office, during regular business hours. All approved meeting minutes are available on carson.org/minutes.

1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)

(4:30:40) – Chairperson Bagwell called the meeting to order at 4:30 p.m.

2. ROLL CALL

(4:30:50) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:31:04) – Chairperson Bagwell welcomed Commissioner Dodson to the RTC and noted that item 5-B would be pulled from the agenda. She also entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – APRIL 14, 2021.

(4:31:41) – Chairperson Bagwell introduced the item and entertained comments and/or corrections.

(4:32:04) – Commissioner Macquarie moved to approve the minutes of the April 14, 2021 meeting as presented. The motion was seconded by Vice Chair Schuette and carried 4-0-1, with Commissioner Dodson abstaining as he was not present at that meeting.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the May 12, 2021 Meeting

Page 2

DRAFT

5. PUBLIC MEETING ITEMS

5-A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) A FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5339(A) GRANT APPLICATION TO CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FOR \$244,817 WHICH WOULD FUND 80% OF A \$306,021 PROJECT TO PROVIDE SOLAR LIGHTING FOR JUMP AROUND CARSON (“JAC”) STOPS, WITH THE REMAINING \$61,204 COVERED BY A REQUIRED 20% LOCAL MATCH; AND (2) AUTHORIZATION FOR THE RTC CHAIR TO SIGN THE AUTHORIZING RESOLUTION FOR THAT APPLICATION.

(4:32:46) – Chairperson Bagwell introduced the item. Mr. Cruz presented the Staff Report and the accompanying grant information and application, all of which are incorporated into the record. He also responded to clarifying questions by the Commissioners. Chairperson Bagwell received confirmation that the proposed improvements would be “for every bus stop” and entertained a motion.

(4:34:40) – Vice Chair Schuette moved to approve the application as presented and to authorize the RTC Chair to sign the Authorizing Resolution section of the application. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

5-B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING FOUR FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5310 GRANT APPLICATIONS TO CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”), NONE OF WHICH REQUIRES A LOCAL MATCH, AND AUTHORIZATION FOR THE RTC CHAIR TO SIGN THE AUTHORIZING RESOLUTION EACH OF THE FOUR APPLICATIONS FOR: (1) \$191,504 TO PROVIDE A CONTACTLESS FARE PAYMENT SYSTEM FOR JUMP AROUND CARSON (“JAC”) AND JAC ASSIST; (2) \$100,540 FOR CAPITALIZED OPERATING EXPENSES FOR JAC ASSIST; (3) \$25,780 FOR CAPITALIZED OPERATING EXPENSES FOR JAC ASSIST; AND (4) ANOTHER \$25,780 FOR CAPITALIZED OPERATING EXPENSES FOR JAC ASSIST.

This item was pulled from the agenda.

5-C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING COOPERATIVE AGREEMENT NO. PR135-21-063 (“AGREEMENT”) BETWEEN RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) TO PARTIALLY FUND THE COLORADO STREET REHABILITATION PROJECT USING SURFACE TRANSPORTATION BLOCK GRANT (“STBG”) FUNDS FOR \$741,292 AND 5% LOCAL MATCH OF \$39,015 FOR A TOTAL OF \$780,307, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO EXECUTE THE AGREEMENT AS WELL AS ANY FUTURE AMENDMENTS TO THE AGREEMENT REGARDING EXTENSIONS OF TIME OR CHANGES IN FUNDING AMOUNTS NOT EXCEEDING 10% OF THE PRESENT AMOUNT.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the May 12, 2021 Meeting

Page 3

DRAFT

(4:35:20) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mayor Bagwell clarified that Vice Chair Schuette’s disclosure statement applied to items 5-C, 5-D, and 5-E.

(4:36:38) – Mr. Martinovich presented the Staff Report which is incorporated into the record. Chairperson Bagwell entertained questions and when none were forthcoming, a motion.

(4:37:27) – Commissioner Stedfield moved to authorize the Transportation Manager to execute the Agreement as presented, and to execute future amendments to the Agreement regarding extensions of time or changes in funding amounts not exceeding 10% of the present amount. The motion was seconded by Commissioner Macquarie and carried 5-0-0.

5-D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT INTERMOUNTAIN SLURRY SEAL, INC. (“INTERMOUNTAIN”), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NRS CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 20300316, 2021 LONG LINE PROJECT, TO INTERMOUNTAIN FOR A TOTAL NOT TO EXCEED AMOUNT OF \$210,310.10.

(4:38:09) – Chairperson Bagwell introduced the item. Mr. Martinovich presented the Staff Report, incorporated into the record, and noted that he or Mr. Cooley would respond to the Commissioners’ questions. Chairperson Bagwell inquired why the Long Line projects are contracted externally and Mr. Cooley explained that the Public Works Department was not equipped to do the project internally, because the City did not have “truck mounted paint sprayers” and “full crews,” adding that the work is also performed at night. He also clarified that the project will “cover the entire town” and will be repeated every year. Mr. Cooley explained the bid discrepancies to Vice Chair Schuette and noted that at times contractor bids will depend on their workload. Commissioner Dodson was informed that contractors are aware of the engineer’s estimate which is part of their bid packets. Chairperson Bagwell entertained additional questions and when none were forthcoming, a motion.

(4:48:20) – Vice Chair Schuette moved to find Intermountain the lowest responsive and responsible bidder and to award Contract No. 20300316 as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5-E FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT 20300348 FOR NICHOLS CONSULTING ENGINEERS, CHTD (“NCE”) TO PERFORM CIVIL ENGINEERING SERVICES FOR THE DISTRICT 3 CENTER DRIVE REHABILITATION PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF \$114,805, THROUGH DECEMBER 31, 2022.

(4:48:55) – Chairperson Bagwell introduced the item. Mr. Martinovich reviewed the Staff Report and the accompanying contract details, all of which are incorporated into the record. Commissioner Stedfield believed the cost was high and was informed by Mr. Martinovich that Nichols Consulting

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the May 12, 2021 Meeting

Page 4

DRAFT

Engineers, CHTD (“NCE”) was on the City’s preapproved list of consultants; however, no other consultants were requested to bid on the project. Mr. Martinovich also explained the internal process which staff had used to “backcheck some of the numbers.” Chairperson Bagwell was informed that the construction of the sanitary sewer and a portion of the construction management would be paid by the Sewer Fund. She also recommended addressing the “right mix” of the cost allocation by Staff (with the possible proration of the design cost as well) across the project. Chairperson Bagwell entertained additional questions and when none were forthcoming, a motion.

(4:53:36) – Commissioner Macquarie moved to approve Contract 20300348 as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.

5-F FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) A COOPERATIVE AGREEMENT (“AGREEMENT”) BETWEEN CARSON CITY AND THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) TO FUND THE WESTERN NEVADA SAFE ROUTES TO SCHOOLS PROGRAM (“WN-SRTS PROGRAM”) THROUGH SEPTEMBER OF 2023 IN THE AMOUNT OF \$626,595.90, WITH \$595,266.10 COMING FROM TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) FUNDS AND THE REMAINDER COMING FROM A 5%, IN-KIND LOCAL MATCH VALUED AT \$31,329.80; AND (2) AUTHORIZING THE TRANSPORTATION MANAGER TO SIGN THE AGREEMENT, AS WELL AS FUTURE AMENDMENTS TO THE AGREEMENT TO EXTEND THE TIME FOR PERFORMANCE OR TO APPROVE FUNDING CHANGES NOT EXCEEDING 10% OF THE PRESENT AGREEMENT AMOUNT.

(4:57:04) – Chairperson Bagwell introduced the item. Ms. Maloney gave background on the Western Nevada Safe Routes to Schools Program and presented the proposed agreement, incorporated into the record, which would allow the program to continue through September 30, 2023. She also clarified that the local match would be covered in the form of an in-kind match by Staff. Vice Chair Schuette praised the program and the grant, and encouraged members of the community to park a little further and allow the kids to walk part of the way “to reduce congestion, to increase safety, and to embrace community and neighborhood.” Commissioner Macquarie encouraged students to walk or ride bicycles to school. Discussion ensued regarding the declining nationwide trend of walking or bicycling to school and Ms. Maloney hoped to reverse that trend in Carson City. Chairperson Bagwell entertained a motion.

(5:01:33) – Commissioner Stedfield moved to approve the Agreement and to authorize the Transportation Manager to sign the Agreement as well as future amendments to the Agreement that extend the time for performance or approve funding changes not exceeding 10% of the present Agreement amount. The motion was seconded by Vice Chair Schuette and carried 5-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

(5:02:15) – Ms. Maloney announced that National Public Works Week (the week of May 10, 2020) was celebrated by a proclamation made by the Board of Supervisors during its May 6, 2021 meeting. She

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the May 12, 2021 Meeting

Page 5

DRAFT

also announced that since May is Bike Month, Bike to Work Day would be celebrated on May 21, 2021, encouraging everyone to participate. Ms. Maloney announced Carson City's Celebrity Bike Ride on Friday, May 14, 2021 and invited the Commissioners to join the event.

6-B STREET OPERATIONS ACTIVITY REPORTS FOR MARCH 2021

(5:03:01) – Ms. Maloney referenced the Street Operations Activity Report, incorporated into the record, and offered to respond to clarifying questions; however, none were forthcoming.

6-C PROJECT STATUS REPORT

(5:03:25) – Mr. Martinovich reviewed the list of projects, incorporated into the record, and responded to clarifying questions.

6-D OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

(5:11:41) – None.

7. PUBLIC COMMENT

(5:12:05) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

11. FOR POSSIBLE ACTION: TO ADJOURN

(5:12:14) – Chairperson Bagwell adjourned the meeting at 5:12 p.m.

The Minutes of the May 12, 2021 Carson City Regional Transportation Commission meeting are so approved this 9th day of June, 2021.

This page intentionally left blank.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Discussion Only – Presentation and discussion regarding Carson City’s roadway funding needs and a preliminary evaluation of potential options to fill the transportation funding gap.

Staff Summary: Staff, with consultant support, will present the Carson City Roadway Needs and Funding Report which includes an analysis on the City’s current pavement conditions, transportation funding needs, and potential options to generate additional long-term funding to fill the transportation funding gap.

Agenda Action: Other/Presentation

Time Requested: 45 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Carson City’s paved roadway assets are currently in Fair condition, with a Pavement Condition Index (PCI) score of 57 out of a possible 100. If additional funding is not allocated towards Carson City’s paved roadway assets, pavement conditions are projected to be in Very Poor condition, with a network average PCI score of 42, by 2030.

Current annual funding for roadway projects is approximately \$2.8 million. As noted in the Roadway Needs and Funding Report (Exhibit-1, Attachment 1) annual funding in the amount of \$20.6 million is estimated to be needed to maintain the roadway network in Fair condition. Due to the current shortfall in funding and associated deferred maintenance and rehabilitation needs, the following roadway facilities are deteriorating:

- Roadway pavement
- Roadway subbase
- Curb and gutter
- Sidewalks
- Traffic signals and signs

As directed by the Board of Supervisors at the 2020 Annual Board Retreat, Carson City staff has partnered with a consultant to research and evaluate potential funding options (Exhibit-1, Attachment 2). Additional funding would allow Carson City to be proactive in addressing roadway pavement rehabilitation and preservation needs. Being proactive would extend the lifecycle of roadway assets and reduce long-term costs associated with neglected infrastructure. Similar to a 1970’s oil-filter slogan - *pay now or pay more later* - pavement management aims to reduce long-term taxpayer costs for having a safe, reliable, and efficient transportation network available for public use 24 hours a day, 365 days a year.

The Needs and Funding Report identified eight (8) potential funding mechanisms that could be considered by the Carson City Board of Supervisors. Each funding mechanism was evaluated on the degree to which it supports Carson City's Strategic Goals.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

-Exhibit-1: Carson City Roadway Needs and Funding Report

Exhibit-1, Attachment A: 2020/2021 Pavement Condition Analysis

Exhibit-1, Attachment B: April 2021 Report on Potential Options for Carson City Roadway Funding

Carson City Roadway Needs and Funding Report



E. Fifth Street, 2019

Introduction

Current available annual funding for Carson City’s roadway capital projects is approximately \$2.8 million, budgeted annually from local sources. This funding is allocated to system rehabilitation and system preservation improvements, which typically include costs for roadway and sidewalk improvements. System rehabilitation and preservation improvements are the primary tools to improve pavement condition for Carson City, aside from localized maintenance, such as pot holing, shouldering, and crack sealing.

At the February 27, 2020, Board of Supervisors’ workshop, Carson City Public Works presented the condition of the City’s roadway assets and the need for additional funding. Following the discussion, the workshop attendees prioritized (2nd out of 10) the need to increase funding for street maintenance, and to work with residents and businesses to develop long term solutions.

Since the 2020 workshop, City staff has worked with a consultant to quantify the financial needs in accordance with a desired outcome, such as, how much funding would be needed to restore the overall condition of roadways to a Good or Satisfactory condition. Applied Pavement Technology, Inc., in partnership with staff, developed a *Carson City Pavement Condition Analysis Report* (Attachment 1). In parallel, City staff worked with a second consultant to explore eight (8) potential funding options. Morse Associates Consulting, LLC, developed a *Potential Options for Carson City Roadway Funding Report* (Attachment 2).

Roadway Needs

Well-designed and well-built asphalt roads will last about 25 years. However, no matter how well a road is constructed, the asphalt will begin to deteriorate almost immediately. Over time, the materials that make up asphalt begin to break down due to exposure to the elements, such as rain, sunlight, and chemicals that come into contact with the pavement surface. Roads that experience a high volume of vehicle traffic will deteriorate at a slightly faster rate than roads less traveled.

Additional funding would allow Carson City to be proactive in addressing roadway pavement rehabilitation and preservation needs. Being proactive will extend the lifecycle of roadway assets and reduce long-term costs associated with neglected infrastructure. Similar to a 1970’s oil-filter slogan - *pay now or pay more later* - pavement management aims to reduce long-term taxpayer costs for having a safe, reliable, and efficient transportation network available for public use 24 hours a day, 365 days a year.



Figure 1.0 Fifth Street, 2019

Carson City’s paved roadway assets are currently in Fair condition, with a Pavement Condition Index (PCI) score of 57 out of a possible 100. If additional funding is not allocated towards Carson City’s paved roadway assets, pavement conditions are projected to be in Very Poor condition, with a network average PCI score of 42, by 2030. Pavement in Very Poor condition typically has a significant amount of moderate- and high-severity distresses. Figure 1.0 provides a picture of a road that is in Very Poor Condition. Figure 2.0 is a graphic of the Pavement Condition Index (PCI) scale for reference.

Figure 2.0 Pavement Condition Index (PCI) Scale

PCI Range		Condition Category	Typical Distresses Present
100	86	Good	Very little distress. Minor cracking.
85	71	Satisfactory	Mostly low-severity distress, with the possibility of some moderate. Little to no fatigue cracking. Minor rutting.
70	56	Fair	Starting to see more moderate-severity distress, including some fatigue cracking. Patching and rutting are present typically.
55	41	Poor	Moderate- and high-severity cracking, including notable low- and/or moderate-severity fatigue cracking, patching, and rutting.
40	26	Very Poor	Significant amounts of cracking, including notable moderate- and high-severity fatigue cracking, raveling, and patching. Cracking is moderate- to high-severity. Rutting may approach 0.5 inches.
25	11	Serious	Significant amounts of cracking, including considerable amounts of moderate- and high-severity fatigue cracking, raveling, and patching. Majority of cracking is moderate- to high-severity. Rutting may approach 1 inch.
10	0	Failed	Significant amounts of cracking, including moderate- and high-severity fatigue cracking, raveling, patching. Cracking is generally high-severity. Possible high-severity rutting.

Due to the current shortfall in funding and associated deferred maintenance and rehabilitation, the following roadway facilities are deteriorating:

- Roadway pavement
- Roadway subbase
- Curb and gutter
- Sidewalks
- Traffic signals and signs (traffic control)

As part of the *Carson City Pavement Condition Analysis Report* (Attachment 1), Applied Pavement Technology performed five network scenarios to forecast what the network pavement condition would be in 30-years. All the scenarios assumed an annual 3% inflation rate, 2% annual increase in revenue, and the cost of incidentals (e.g. design, project/construction management, contingency). Two of the scenarios were based on revenue levels and three were based on a targeted pavement condition, the five scenarios are:

1. 30-year pavement condition with current revenue
2. 30-year pavement condition with current revenue plus 50%
3. How much would it cost to improve and maintain regional roads at a 70 PCI and local roads at a 50 PCI
4. How much would it cost to improve and maintain regional roads at 75 PCI and local roads at 70 (Goals from the City’s 2018 Pavement Management Plan)
5. How much would it cost to maintain roads at the current network average PCI of 57

Under the current revenue levels, the City’s pavement management software forecasts an average pavement condition of 42 PCI in ten years and 31 PCI in 30 years. Figure 3.0 illustrates the 30-year pavement condition trends for each of the five scenarios. For the Current Revenue scenario and for the Current Revenue Plus 50% scenario, the forecasted rate of decline indicates that in a few years the network is going to start reaching a point where more and more segments are going to require more costly rehabilitation work, and the City will not be able to maintain roads in acceptable condition.

Figure 3.0 Chart of Pavement Condition by Scenario

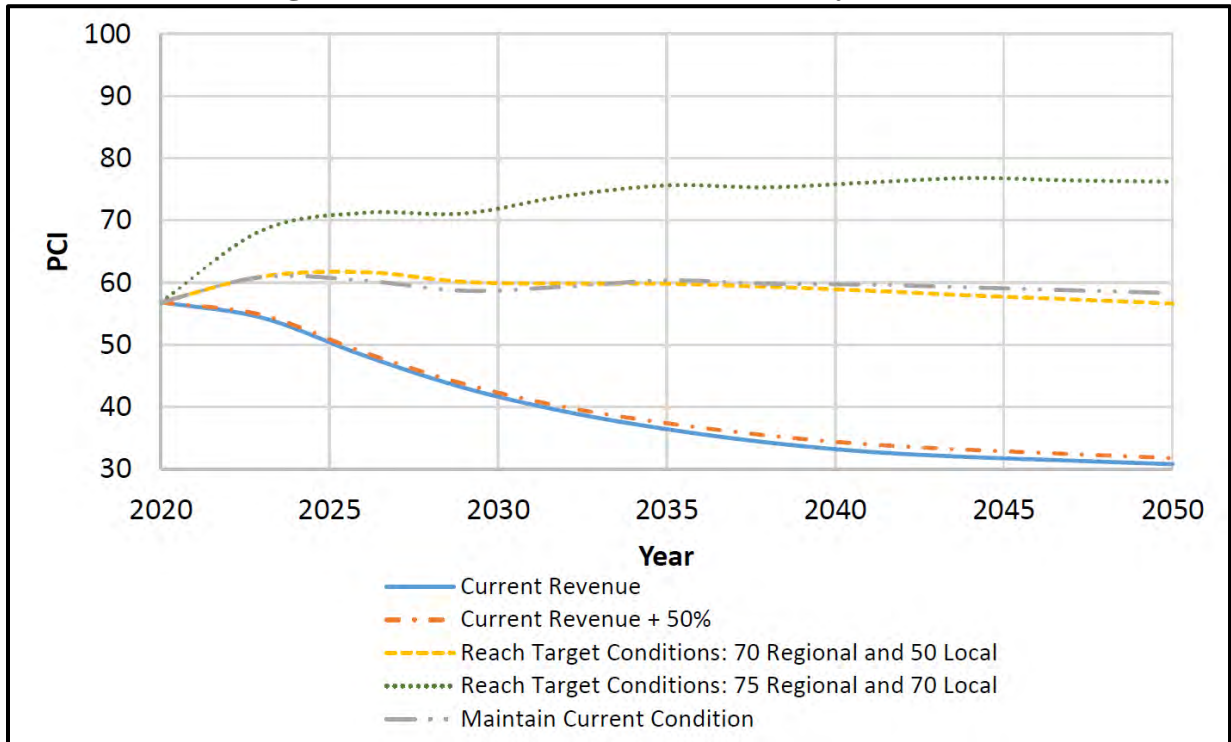
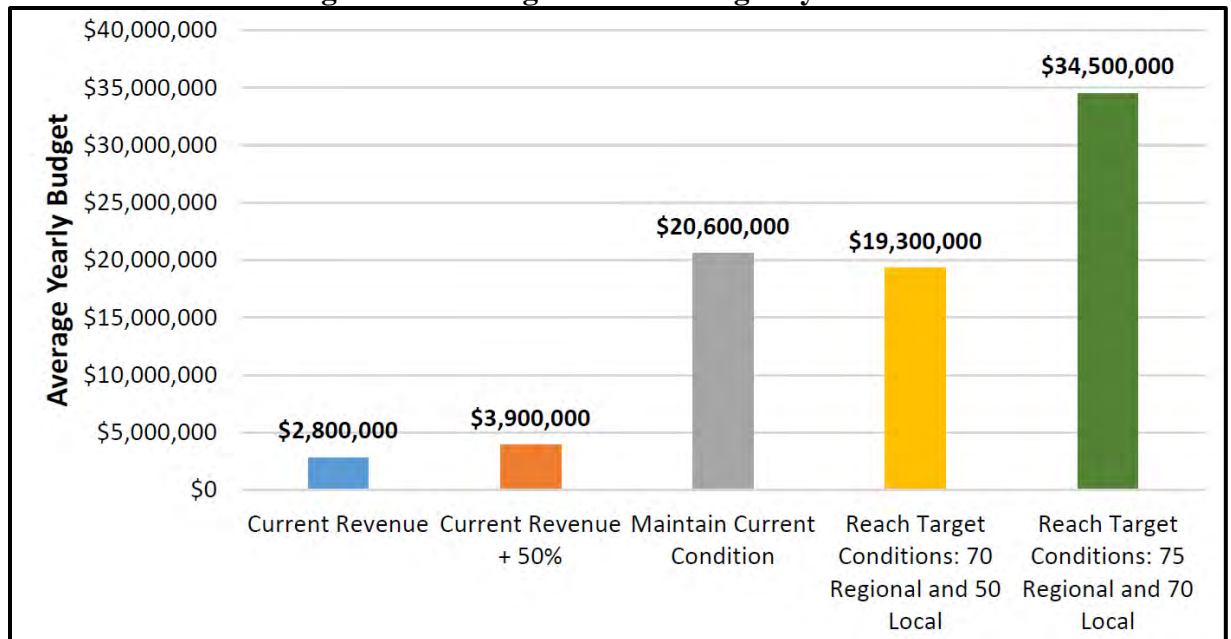


Figure 4.0 illustrates the approximate 30-year annual average budget to improve and maintain pavement conditions for the five scenarios.

Figure 4.0 Average Annual Budget by Scenario



Funding Options

Carson City's ability to impose taxes, fees, or other types of revenue collection is heavily limited and restricted by Nevada's legal statutes, commonly known as Nevada Revised Statutes (NRS). To identify potential revenue streams, existing funding mechanisms in NRS and funding mechanisms currently in use in other States were researched and evaluated at a high planning level (Attachment 2, *Potential Options for Carson City Roadway Funding Report*). For this initial step, the following eight potential funding mechanisms were explored:

- Fuel tax indexing (NRS 373)
- General Improvement District (NRS 318)
- Program of local improvements (NRS 271)
- Property tax override (NRS 354)
- Road utility fee (a.k.a. transportation utility fee)
- Supplemental Governmental Services Tax (NRS 371)
- Transportation sales tax (NRS 377A)
- Vehicle Miles Traveled (VMT) Fee

If Carson City decides to pursue one or more of the funding mechanisms, a more detailed analysis will need to be completed to aid decision making. Additional analysis will need to include consultation with legal and municipal financial professionals.

Criteria and Evaluation

In examining these eight funding mechanisms, potential criteria were identified by Morse Consulting. These criteria were assigned a weighted score, between one and three, for how important a particular criterion is in identifying an adequate long-term funding option (numeric value in parentheses). The ten criteria are:

- Legislative authority (3):
 - Is the mechanism currently authorized?
 - Is new or amended legislation needed?
 - Is a voter approval required for implementation?
- Revenue potential (3): How much revenue could the mechanism yield at an illustrative rate?
- Reliability (3): How sensitive is the funding option to typical economic cycles?
- Sustainability (3):
 - Does the mechanism automatically adjust for inflation?
 - Can the mechanism address increases in vehicle fuel economy, including the impact of all electric vehicles?
- Equity (3):
 - Can the method of collection be structured to account for socio-economic equity?
 - Can the method of collection be distributed to both residents/businesses?
 - Are there approaches to improve equity?

- Administrative efficiency (2):
 - Are existing transparent processes and procedures already in-place to collect/expend the new revenue with little or no additional cost?
 - Could existing administrative processes and procedures be adapted to transparently collect/expend the new revenue with modest additional cost?
 - Would extensive new administrative processes and procedures that require considerable expense need to be developed to transparently collect/expend the new revenues?
- Bond Potential (2): Could revenue from the funding mechanism be used to service debt, allowing the City to finance improvements in the present day versus waiting for sufficient revenue to accumulate?
- Flexibility of use (1):
 - Can the funding be used on Local roads?
 - Can the funding be used on Regional roads?
 - Can the funding be used on appurtenant roadway items such as curb, gutter, sidewalk, traffic signal, signs, guard rails, etc.?
 - Can the funding be used for all types of activities (new construction, reconstruction, system renewal, system preservation)?
- Ease of adjusting fee/assessment/tax rates to accommodate changing conditions (1):
 - Can funding adjustments be made to adjust for changes in travel demand and patterns, increases/decreases in roadway funding from existing federal/state/local sources, or new federal/state/local mandates (e.g., fuel efficiency, transportation technology, greenhouse gas emissions, etc.)?
 - Does the funding need to be adjusted for changing conditions?
- Indications of public support (1): Does historical experience indicate that the funding mechanism would be supported by the public?

In addition to the weighted score, the eight funding mechanisms were assigned a secondary score, of one through three, for how a particular funding option is able to support the Strategic Goals of the Carson City Board of Supervisors. The strategic goals are:

- Economic Development
- Efficient Government
- Organizational Culture
- Quality of Life and Community
- Safety
- Sustainable Infrastructure

The weighted and secondary number were multiplied to develop an evaluation score. Figure 5.0, below, illustrates how each funding option scored.

Figure 5.0 Evaluation Matrix of Potential Funding Options

Evaluation Criteria (weight factor)	Fuel Tax Indexing	General Improvement District	Program of Local Improvements	Property Tax Limit Override	Road Utility Fee	Government Services Tax	Special Purpose Sales Tax	Vehicle Miles Traveled Fee
Legislative Authority (3)	6	9	9	6	3	9	9	3
Revenue Potential (3)	3	9	9	6	9	6	6	9
Reliability (3)	3	9	9	6	9	6	6	6
Sustainability (3)	3	9	9	3	9	6	6	6
Equity (3)	3	9	9	6	6	3	3	3
Administratively Efficient (2)	6	4	4	6	4	6	6	4
Bond Potential (2)	6	6	6	6	6	6	6	6
Flexibility (1)	3	3	3	3	3	3	3	3
Ease of adjusting (1)	3	2	3	1	2	1	1	2
Public Support Potential (1)	1	1	3	2	2	2	2	1
Total	37	61	64	45	53	48	48	43

On the following pages, Figure 6.0 provides a conceptual estimate of how much funding could be generated by each of the funding options evaluated. High level assumptions were used to generate the first year of revenue. Funding assumptions are provided in the report.

Figure 6.0 Illustrated Rates by Funding Option

		Table 1: Illustrative rates and revenues		
Potential funding mechanisms		Illustrative rate	Potential gross first year revenue	Notes
	General Improvement District	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Assessment against property; statute may allow fee to be charged to "responsible parties" (i.e., parties having control of the premises.)
	Program of local improvements	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Assessment against property.
	Road Utility Fee	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Charged against "responsible parties" (i.e., parties having control of the premises.)
	VMT Fee	\$.025-\$0.03/VMT	\$4-\$6 million	1. Assumes only LDVs registered in Carson City. 2. Vehicles subject to VMT Fee would pay no local fuel tax; revenue estimate is net of lost fuel tax revenue. 3. Assumes "low-cost/low-tech" odometer based program.
	Transportation sales tax	0.25%	\$3.2 million	1. Revenue estimate based on existing sales tax revenue.
	Supplemental Governmental Services Tax	1% of assessed vehicle valuation	\$1-\$2 million	1. Tax calculated and collected with initial registration and annual renewals based on depreciated value of vehicle.
	Property tax override	Revenue potential reported to be extremely low.		1. Subject to total rate cap of \$3.64 per \$100 of value. 2. Exempt from year-over-year revenue cap.
	Fuel tax indexing	2.1% annual inflation adjustment	\$600,000-\$700,000 first year	1. Assumes indexing on all motor vehicle fuel taxes (gas, diesel, etc.) in Carson City at all levels (federal, state, local). 2. Longer-term projections of revenue from indexing would need to address increasing fleet economy. 3. If there is no inflation, revenue will not increase.

Conclusion and Recommendation

For some of the potential funding mechanisms, there was considerable latitude in how the mechanism could function, such as selecting a fee, rate, or tax structure that is variable or fixed. How a mechanism functions can have a significant impact on how a funding mechanism can support the BOS's strategic goals, such as economic development, efficient government, and quality of life and community. This high-level report does not dive into the details or legal requirements for establishing a fair and equitable methodology; but does reference if a particular structure is found to be prohibited or required. Below are short generic definitions of the two main types of rate structures, fixed rate, and variable rate. Frequently, rate structures include both types of rates to cover the cost of service and situations of high use.

- Fixed Rate – a stated charge for service not based on the quantity of service, but rather the cost of service.
- Variable Rate – a charge based on the quantity of consumption, such as vehicle miles traveled, or trip generation rates typically based off land use norms (e.g. A Single-Family Detached Housing generates 9.4 trips per day).

After review of the eight funding options and current pavement conditions, a multi-phased approach is suggested. This approach is recommended to increase annual revenue over time and to distribute the financial burden to residents and businesses equitably, so as not to have a significant and sudden impact to the residents and businesses of Carson City. Regardless of which funding option is selected, public support will be needed.

Based on a review of recent successful funding initiatives, including the Quality of Life Initiative (1996), V&T Railroad Sales Tax (2006), and the Infrastructure Sales Tax (2014), it appears that public support is provided when a clear plan of expenditures is provided and the cost of the initiative is distributed over the entire population, not solely based on level of use.

Transportation is innately personal – each of us experiences the transportation network through our own unique lens of our daily activities. Each of us has social activities, medical appointments and day-to-day errands that require travel. Young adults may have college, jobs, and flexibility after-hours for time spent with friends. Families may take children to school and after-school activities. Older residents may decide to forego driving personal automobiles and begin using the bus or non-motorized modes of transportation. Whether a person uses the roads on a daily basis to provide housekeeping service or whether a retired person uses the roads a few times a week, taxpayers and visitors expect access to transportation facilities 24 hours a day, 365 days a year. It is for this reason, that if a funding option is pursued, a well-reasoned and transparent rate structure that is not heavily based on use, will be critical to success.

Based on the scoring of the eight funding options above, use of a Program of Local Improvements ranked the highest for its ability to support Carson City's Strategic Goals and reduce the roadway funding gap. Based on a preliminary review of Nevada Revised Statutes (NRS) 271 Local Improvements, State Law authorizes cities and counties to undertake projects in the public interest including street projects. The City could utilize NRS 271 to create an ongoing program of project-specific street improvements. Revenue would be raised using special assessments on properties based upon the special benefits conferred by the roadway system. The concept assumes assessment based on location or another equitable basis. This is similar to the Infrastructure Sales Tax (2014), in which a list of projects was presented and publicly discussed.

This mechanism does not require a formal vote of the people but can be stopped if the majority of property owners' object. This mechanism could be based on an annual fee/rate structure established annually or over a short-term period, allowing flexibility by the elected officials to implement gradually and to be responsive overtime to strong or poor economic conditions.

Other options that may address the transportation funding shortfall, while supporting implementation of the City's Strategic Goals include formation of a General Improvement District (GID) under NRS 318, or seeking legislation for a Road Utility Fee as discussed in Attachment 2.

This report and incorporated attachments provide an initial evaluation of potential funding mechanisms for roadway improvements. With support and direction from the Board of Supervisors, next steps should include (1) selection of 1-3 funding options for further exploration; and (2) solicitation of both legal and financial peer reviews of selected options.

Attachments

- 1.) Carson City Pavement Condition Analysis Report, Applied Pavement Technology
- 2.) Potential Options for Carson City Roadway Funding Report, Morse Associates, LLC



Carson City Pavement Condition Analysis Final Report

Prepared For:

Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701
775-887-2000
<http://www.carson.org>



Prepared By:

Applied Pavement Technology, Inc.
1755 E Plumb Lane, Suite 264
Reno, NV 89502
775-345-1999
www.appliedpavement.com



CONTENTS

Introduction and Purpose	1
Roadway Pavement Inventory	2
Pavement Condition	5
Pavement Condition Index.....	5
Current Network Conditions.....	13
Treatment Strategy.....	17
Performance Models.....	21
Budget Scenario Analyses	22

INTRODUCTION AND PURPOSE

Carson City Public Works (CCPW) contracted with Applied Pavement Technology, Inc. (APTech) to analyze Carson City's (City) roadway pavement assets and forecast budget needs for the next 30 years.

This report provides a detailed description of the current condition of pavement assets, examples of different pavement conditions, a review of pavement performance in Carson City, and budget scenarios to assist Carson City's elected officials in balancing City priorities.

Carson City is the capital of the State of Nevada. It was founded in 1864, covers about 157 square miles, and has a population of about 55,000 (2010 census). CCPW is responsible for maintaining approximately 282 centerline miles of pavement. This equates to 52,265,798 square feet of pavement or 1.87 square miles of pavement.

ROADWAY PAVEMENT INVENTORY

CCPW maintains a pavement database of all City roadways. The database, updated annually, was used to review pavement performance and to complete budget scenarios. Below is a detailed summary of roadway pavement assets that CCPW maintains, preserves, and rehabilitates.

Tables 1 and 2 provide information on pavement surface area, roadway functional classification, and Pavement Performance District (see figure 1). CCPW's network is predominantly comprised of local roads.

Table 1. Pavement area by roadway functional classification.

Functional Classification	City Classification	Area (ft²)	Percentage of Network Area
Arterials	Regional	7,752,697	15%
Collectors		9,892,797	19%
Local	Local	34,620,304	66%
Total		52,265,798	100%

Table 2. Pavement area by District.

Performance District	Functional Classification	City Classification	Area (ft ²)	Percentage of District Area
1	Arterials	Regional	2,039,278	20%
	Collectors		1,337,722	13%
	Local	Local	6,780,603	67%
Total			10,157,603	100%
2	Arterials	Regional	2,442,486	24%
	Collectors		1,186,034	11%
	Local	Local	6,722,014	65%
Total			10,350,534	100%
3	Arterials	Regional	988,173	9%
	Collectors		2,286,552	22%
	Local	Local	7,339,450	69%
Total			10,614,176	100%
4	Arterials	Regional	1,356,593	12%
	Collectors		2,439,696	22%
	Local	Local	7,083,733	65%
Total			10,880,023	100%
5	Arterials	Regional	926,167	9%
	Collectors		2,642,792	26%
	Local	Local	6,694,504	65%
Total			10,263,463	100%

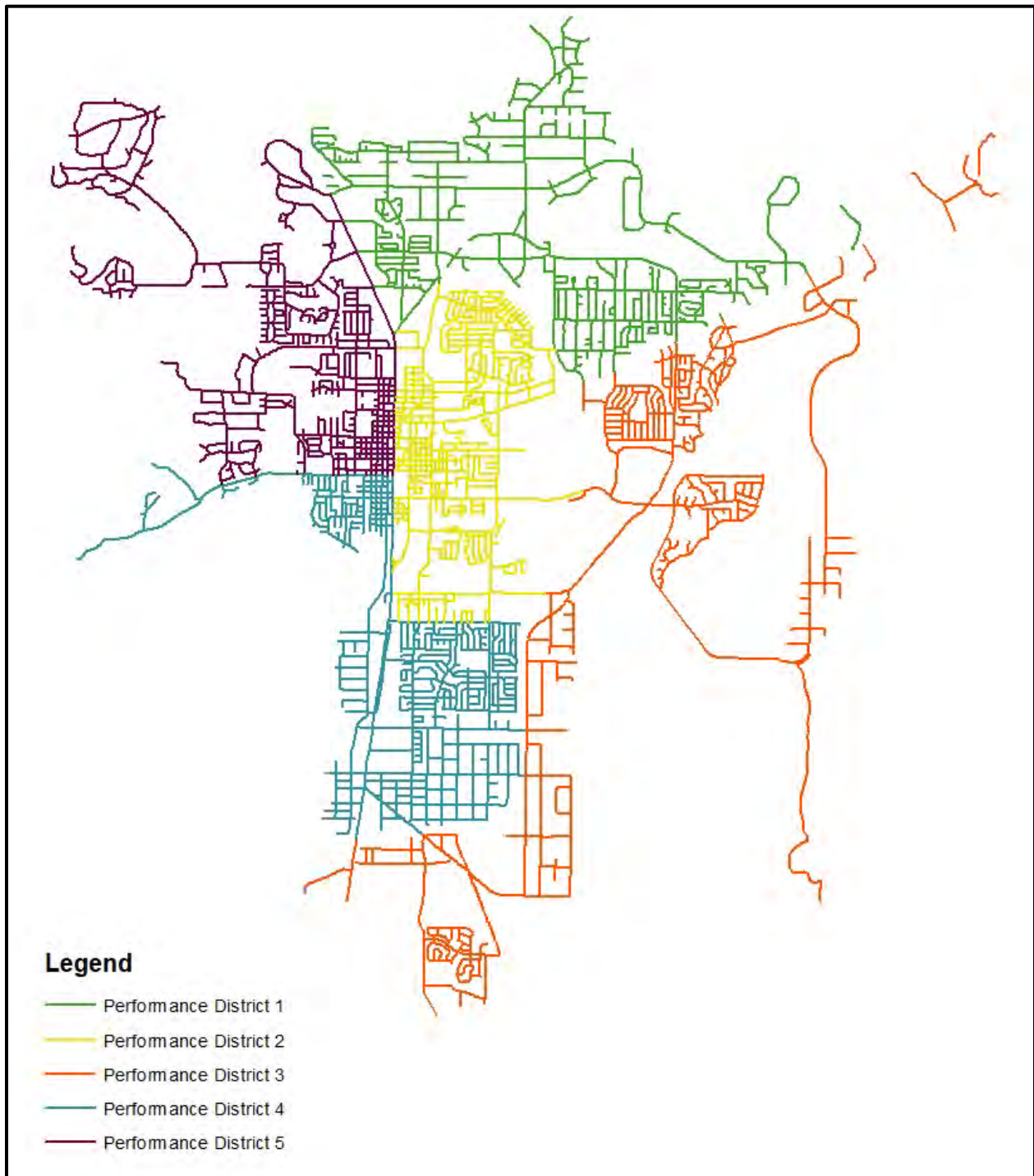


Figure 1. Carson City maintained roads by Performance District.

PAVEMENT CONDITION

Pavement Condition Index

CCPW has performed pavement surveys two times since 2014. The pavement surveys were carried out using automated data collection vans which drove the network and collected pavement distress data. The last round of data collection was conducted in 2017. Distress data is used to calculate a value for each of the 3,073 road sections in the pavement network. Pavement condition is quantified using the Pavement Condition Index (PCI). This method assigns a value ranging from 0 to 100, where a PCI of 0 describes a severely distressed pavement and a PCI of 100 describes a pavement in excellent condition. In the calculation of PCI, each distress type and severity have an associated deduct value. Structural distresses, like rutting and fatigue cracking, have much higher deduct values than others. Thus, small amounts of these distresses will lower a PCI value much faster than large amounts of other functional distresses. Table 3 provides an overview of the industry standard condition categories used by CCPW, along with typical distresses present in each category.

Table 3. PCI ranges and condition categories.

PCI Range		Condition Category	Typical Distresses Present
100	86	Good	Very little distress. Minor cracking.
85	71	Satisfactory	Mostly low-severity distress, with the possibility of some moderate. Little to no fatigue cracking. Minor rutting.
70	56	Fair	Starting to see more moderate-severity distress, including some fatigue cracking. Patching and rutting are present typically.
55	41	Poor	Moderate- and high-severity cracking, including notable low- and/or moderate-severity fatigue cracking, patching, and rutting.
40	26	Very Poor	Significant amounts of cracking, including notable moderate- and high-severity fatigue cracking, raveling, and patching. Cracking is moderate- to high-severity. Rutting may approach 0.5 inches.
25	11	Serious	Significant amounts of cracking, including considerable amounts of moderate- and high-severity fatigue cracking, raveling, and patching. Majority of cracking is moderate- to high-severity. Rutting may approach 1 inch.
10	0	Failed	Significant amounts of cracking, including moderate- and high-severity fatigue cracking, raveling, patching. Cracking is generally high-severity. Possible high-severity rutting.

Figures 2 through 8 show representative images for each PCI condition category described in Table 3. There are multiple combinations of distress types, severities, and extent that may lead to the same PCI.

Figure 2 taken on Race Track Road has no distresses visible (8% of the roads in Carson City are rated as Good).



Figure 2. Pavement in Good condition category (PCI 100-86).

Figure 3 taken on Silver Oak Drive shows low- and moderate-severity longitudinal and transverse cracking (14% of the roads in Carson City are rated as Satisfactory).



Figure 3. Pavement in Satisfactory condition category (PCI 85-71).

Figure 4 taken on Deer Run Road shows a combination of moderate-severity transverse cracking and low-severity alligator cracking (31% of the roads in Carson City are rated as Fair).



Figure 4. Pavement in Fair condition category (PCI 70-56).

Figure 5 taken on Fifth Street shows a combination of low and moderate-severity longitudinal cracking and moderate-severity alligator cracking (27% of the roads in Carson City are rated as Poor).



Figure 5. Pavement in Poor condition category (PCI 55-41).

Figure 6 taken on North Lompa Lane shows a combination of low and moderate-severity longitudinal and transverse cracking, low-severity patching, and a considerable amount of moderate-severity alligator cracking with low severity rutting (15% of the roads in Carson City are rated as Very Poor).



Figure 6. Pavement in Very Poor condition category (PCI 40-26).

Figure 7 taken on Deer Run Road shows a combination of low and moderate-severity longitudinal and transverse cracking along with considerable amounts of moderate-severity alligator cracking with moderate-severity rutting (4% of the roads in Carson City are rated as Serious).



Figure 7. Pavement in Serious condition category (PCI 25-11).

Figure 8 taken on Brick Road shows a combination of moderate- and high-severity alligator cracking and potholes (1% of the roads in Carson City are rated as Failed).



Figure 8. Pavement in Failed condition category (PCI 10-0).

Current Network Conditions

Based on the PCI values for all the roadways, the current overall area weighted average PCI for the network is 57. This indicates that the overall condition of the network is Fair with a rating near the bottom of the Fair condition category (PCI 70-56). Tables 4 and 5 provide breakdowns of the average PCI values by facility type and district, respectively. Note that these are average values, and that there is a distribution of condition values from very high to very low throughout the network.

Table 4. Average PCI by facility type.

City Classification	Area (ft ²)	Percentage of Network Area	Area Weighted PCI
Regional	17,645,494	34%	66
Local	34,620,304	66%	52
All Roads	52,265,798	100%	57

Table 5. Average PCI by Performance District.

Performance District	City Classification	Area (ft ²)	Percentage of District Area	Area Weighted PCI
1	Regional	3,377,000	33%	60
	Local	6,780,603	67%	51
	All Roads	10,157,603	100%	54
2	Regional	3,628,520	35%	70
	Local	6,722,014	65%	53
	All Roads	10,350,534	100%	59
3	Regional	3,274,725	31%	70
	Local	7,339,450	69%	54
	All Roads	10,614,176	100%	59
4	Regional	3,796,289	35%	72
	Local	7,083,733	65%	48
	All Roads	10,880,023	100%	56
5	Regional	3,568,959	35%	57
	Local	6,694,504	65%	56
	All Roads	10,263,463	100%	56

Figure 9 displays the distribution of pavement area by condition category. Approximately 22 percent of the roadway network area is in Good to Satisfactory condition with PCI values greater than 70. Roadways in Good or Satisfactory condition are typically excellent candidates for pavement preservation treatments. Strategically timed pavement preservation treatments extend the life of a roadway in a cost-effective manner, delaying the need for more costly treatments.

Approximately 58 percent of the roadways in the City are in Fair or Poor condition with a PCI between 40 and 70. Roadways in this condition category will, based on standard City practice, likely require some form of rehabilitation work or pavement preservation work to restore or prolong condition. The remaining 20 percent of the City’s roadways are in Very Poor, Serious, or Failed condition. Roadways in these conditions are generally candidates for reconstruction or major rehabilitation which are costly.

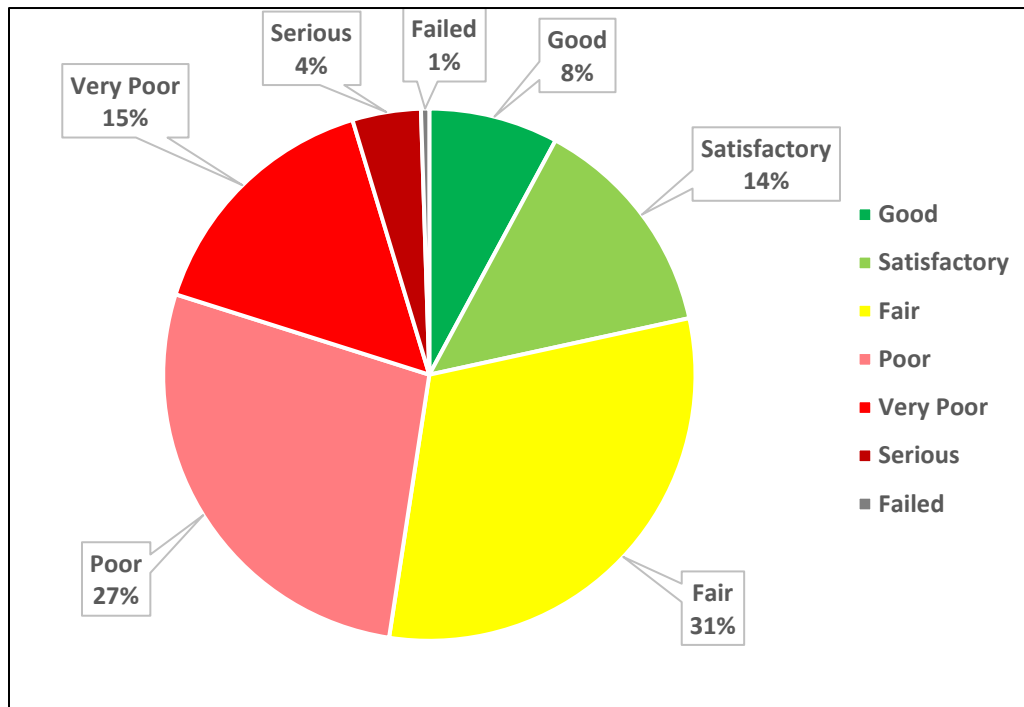


Figure 9. Distribution of pavement area by condition category.

Figures 10 and 11 display the distribution of pavement area in the different condition categories by the functional classification of the roadway. Approximately 41 percent of the regional roads are in Good or Satisfactory condition, while only 12 percent of the local road area is in Good or Satisfactory condition.

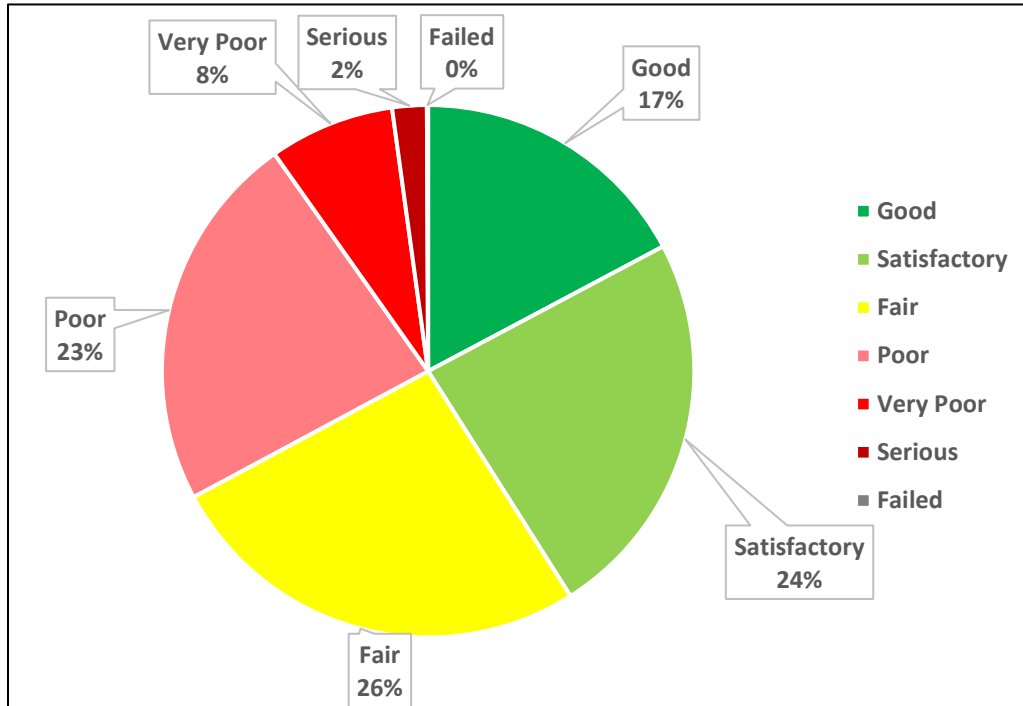


Figure 10. Regional roadways distribution of pavement area by condition category.

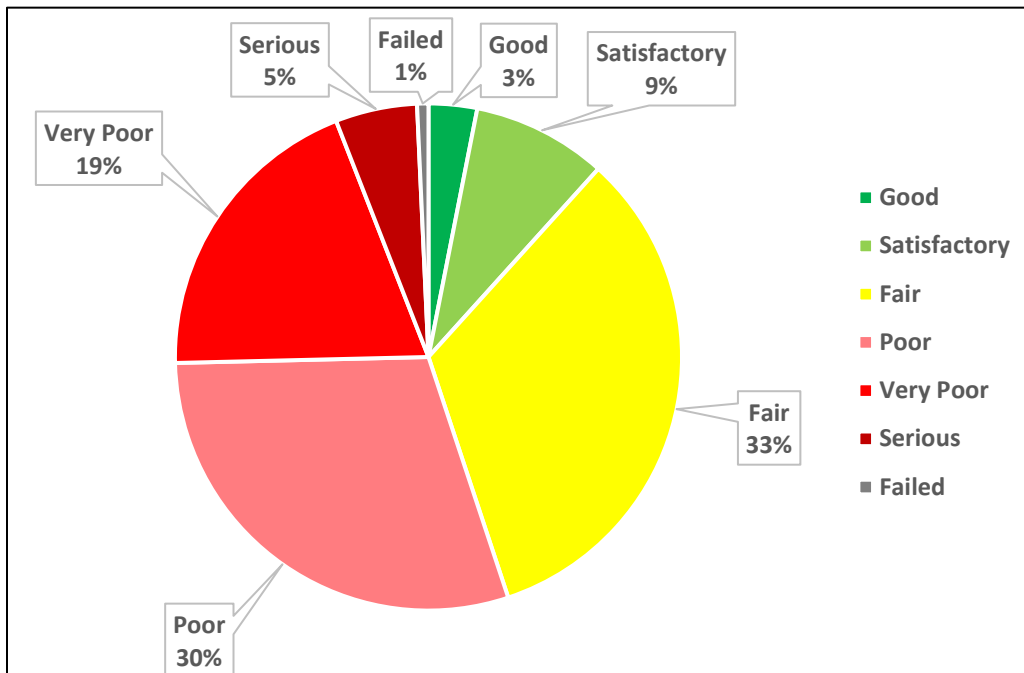


Figure 11. Local roadways distribution of pavement area by condition category.

Treatment Strategy

The Carson City [Pavement Management Plan](#) outlines the City's approach to maintaining, preserving, and rehabilitating the City's roadways. The plan identifies project evaluation criteria to consistently and transparently prioritize projects. The leading criteria include:

- Pavement Condition
- Preventive and Corrective Maintenance Schedule
- Roadway Functional Classification
- Traffic Volume
- Safety (high speed facilities)

Pavement maintenance schedule is guided by the City's pavement management software which tracks pavement condition, work history, and allows for performance modeling that helps predict financial needs to proactively budget for roadway treatments (pavement repair, maintenance, and rehabilitation). The software assists in assigning and scheduling specific treatment strategies by condition category and calculates funding needs based on assigned unit costs. This allows the user to select the right treatment for the right pavement section at the right time.

Pavement maintenance includes routine maintenance actions that are applied to address a specific distress, such as crack sealing linear cracks, or patching a pothole. In general, pavement maintenance is divided into two approaches depending on the overall condition of the pavement: preventive and stopgap. Characteristics of each maintenance approach are provided below, along with the following definitions:

- Preventive maintenance: treatments applied to a pavement generally in good condition with the primary objective of slowing the rate of pavement deterioration.
- Stopgap maintenance: maintenance activities performed to keep a deteriorated pavement operational and in a safe condition.

The goal of preventive maintenance is to preserve the pavement system by slowing the rate of deterioration through the use of proactive treatments or by improving the surface condition. Since preventive maintenance treatments are usually very low in cost, their use is generally a cost-effective strategy for preserving network conditions. Preventive maintenance policies are established to define the type of maintenance action needed to correct each distress type observed during the pavement evaluation.

Stopgap maintenance is recommended when rehabilitation activities are warranted but funding is insufficient to perform the needed level of work. The goal of stopgap maintenance is to keep the pavement operational through the repair of distress type and severity level combinations that could create hazardous situations like the potential for tire damage, hydroplaning, or other safety concerns. Stopgap maintenance treatments are considered temporary and generally do not provide very many years of service.

Surface treatments and thin overlays applied to the roadway surface do not increase the structural capacity. However, these treatments protect the existing structure from the elements that cause

rapid aging, such as moisture intrusion and pavement oxidation that lead to structural deterioration. Additionally, surface treatments can be used to fill small surface distortions and improve skid resistance.

A threshold PCI value (i.e., critical PCI) is used to distinguish between preventive and stopgap maintenance. CCPW defined this value to be 65 for all roadways in their network ([Pavement Management Plan](#)). The Critical PCI identifies when major rehabilitation work should be considered. Preventive maintenance actions are only recommended for roadways above the critical PCI level. Below the critical PCI, stopgap maintenance could be applied but ideally the pavement is being considered for major maintenance and rehabilitation (M&R) in the near future. Major M&R is typically defined as an activity such as an overlay or reconstruction that would return the pavement to basically “new” condition and would result in a PCI of 100 (no distress) if implemented.

According to the National Center for Pavement Preservation (NCP), it costs six to fourteen times less to use pavement preservation treatments to extend the life of pavement segments rather than waiting until the pavement reaches poor condition and repairing or replacing it. Preservation treatments have shorter expected lifespans, which causes concern among the public about more frequent applications and associated interruptions. However, research clearly shows that life-cycle costs for roadway maintenance are reduced by using pavement preservation approaches, keeping good roads in good condition while repairing those that have fallen below acceptable levels of condition for preservation. Figure 12 shows the benefit of using a pavement preservation approach.

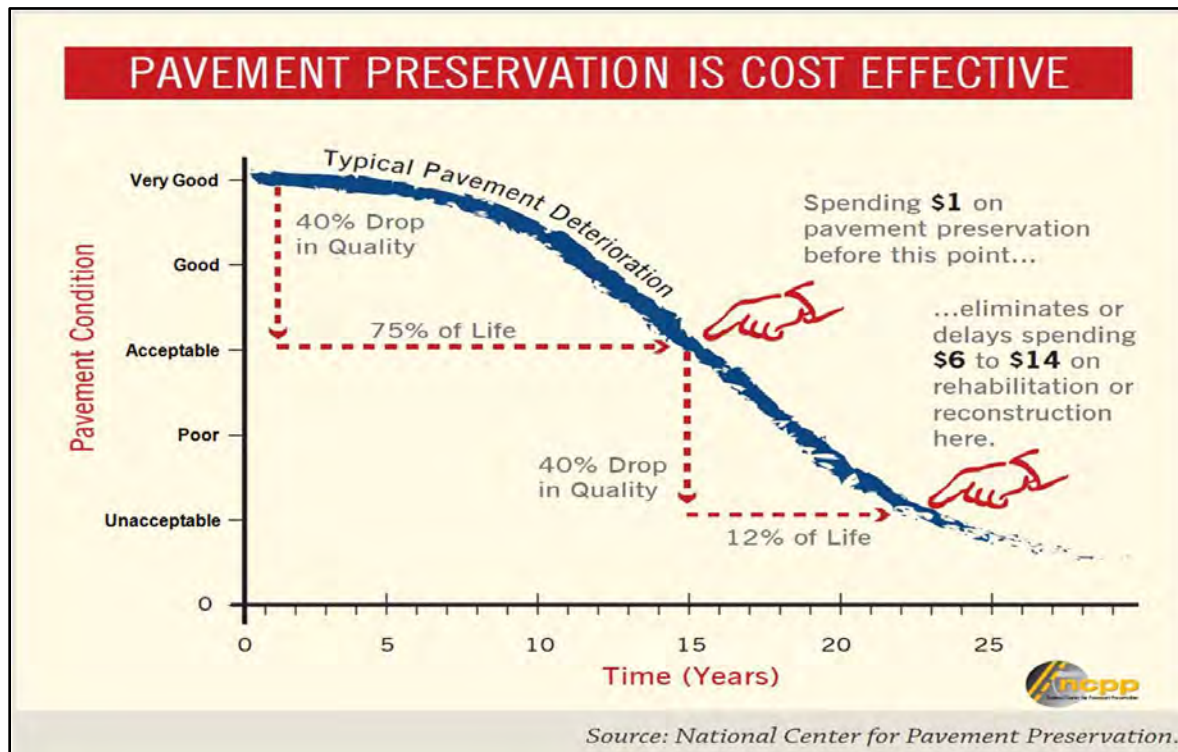


Figure 12. Pavement preservation cost vs. pavement rehabilitation cost.

Table 6 provides the list of treatment types (activity) currently considered in Carson City's pavement management software.

Table 6. CCPW Existing treatment types.

Activity	PAVER Budget Category	Cost ¹	Unit
Crack Sealing	Localized Preventive	\$0.75	ft
Patching		\$8.00	ft ²
Pothole Filling		\$6.00	ft ²
Micro Surface ²	Surface Treatments	\$0.20	ft ²
Chip Seal ³		\$0.35	ft ²
Cold Mill and Overlay - 2 Inches	Major M&R	\$2.00	ft ²
Cold Mill and Overlay - 3 Inches		\$2.50	ft ²
Complete Reconstruction - AC		\$3.50	ft ²

¹Costs do not include non-pavement incidentals (e.g., pavement marking, ADA compliance, engineering)

²Time to reach pre-treatment condition is 3 years and application interval is 5 years.

³Time to reach pre-treatment condition is 4 years and application interval is 6 years.

The pavement management software estimates preventive, stopgap, and major M&R costs based on the pavement condition of each roadway. Localized preventive treatment unit costs shown above were used to estimate maintenance costs for the entire pavement surface area, the results are summarized in Table 7. It is noteworthy to mention that the pavement management software interpolates unit costs between the PCI values shown. For example, a pavement section with a PCI of 75 will have an associated cost of \$0.025 per square foot for preventive maintenance.

Note that surface treatments are not recommended based on a cost by condition. These are calculated based on the unit costs shown in Table 6 and sections will only be targeted if they fall within the selected PCI range of 90 to 65 and a minimum of two years after a major M&R has been applied.

Table 7. Cost (per ft²) by PCI range for preventive, stopgap, and major.

PCI	Preventive	Stopgap	PCI	Major M&R
0	\$1.67	\$0.83	0	\$6.00
10	\$1.67	\$0.83	10	\$6.00
20	\$1.33	\$0.67	20	\$6.00
30	\$0.80	\$0.40	30	\$6.00
40	\$0.33	\$0.17	39.99	\$6.00
50	\$0.17	\$0.08	40	\$2.50
65	\$0.05	\$0.05	49.99	\$2.50
70	\$0.04	\$0.04	50	\$2.00
80	\$0.01	\$0.01	64.99	\$2.00
90	\$0.00	\$0.00	65	\$0.00
100	\$0.00	\$0.00	100	\$0.00

Performance Models

Performance models are used by the pavement management software to predict future decline in condition. As additional pavement surveys are completed, the models are reviewed and updated to improve accuracy.

Currently there are two performance models within the CCPW software, one for polymer modified asphalt surfaced roads and another for non-modified asphalt surfaced roads. Figure 13 provides a graphic showing the models.

Over time, as additional data becomes available (i.e., original construction records, new rounds of pavement inspections) performance models may be refined, and additional performance curves may be needed to better represent roadway performance. For example, adding a separate model for regional and local roads due to prioritization of treatments or separate models for roads that have received different pavement preservation treatments.

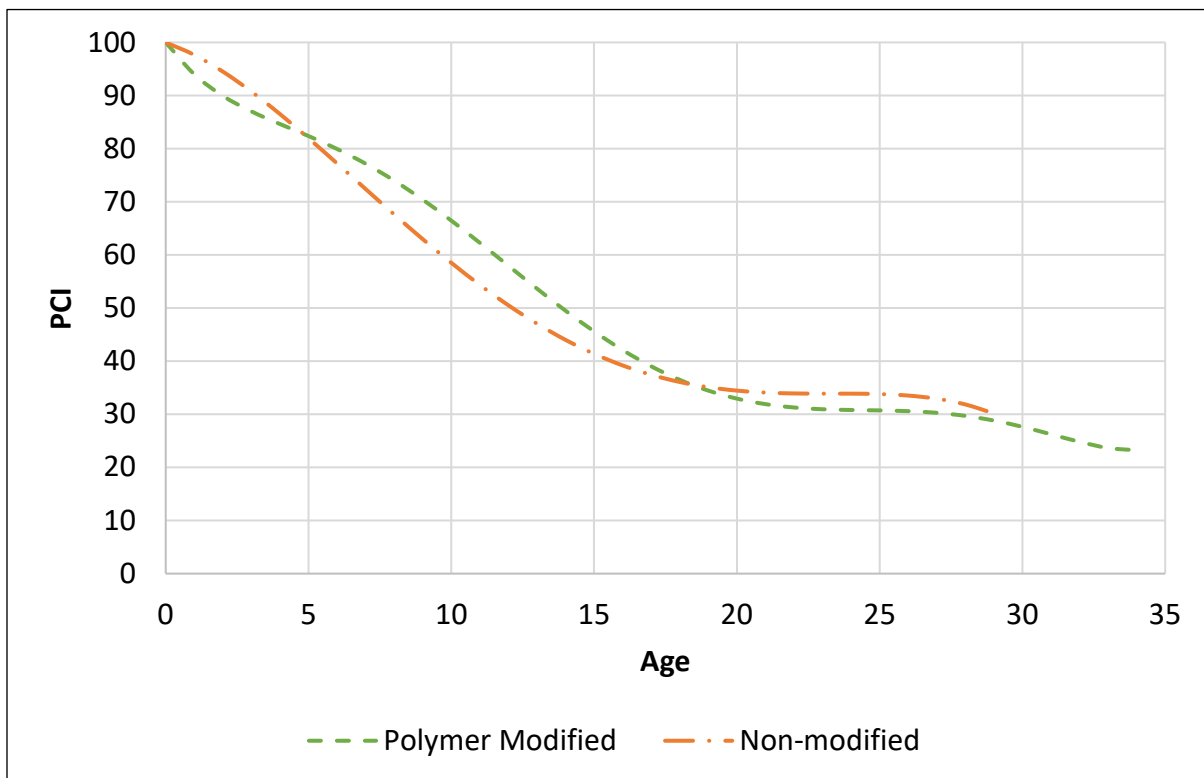


Figure 13. CCPW performance models.

BUDGET SCENARIO ANALYSES

Based on the assumptions mentioned above, the City's pavement management software was used to perform various budget and condition forecasting scenarios. The software uses pavement condition inspection data, pavement performance models, and treatment strategies to predict future network conditions or future budget requirements. The discussion below provides an overview of the analyses performed and results.

An analysis period of 30 years was selected by CCPW. Pavement management software analyses are typically carried out for shorter time periods (i.e., 5 or 10 years) because of the variability of inputs over time. Variables include accuracy of the pavement performance models (refined over time as more data becomes available); the introduction of additional performance models due to new materials, treatments, and technologies; significant changes in treatment unit costs; unforeseen environmental factors such as earthquake or flooding events; and reliability of funding. Pavement management software is capable of long-term analysis periods, but caution should be applied to long-term projections. To improve accuracy, scenario assumptions should be refined over time.

Five budget scenarios were analyzed as part of this project, two of these were based on constrained budgets and three based on target PCI conditions. Details of each scenario are summarized below:

Constrained Funding Scenarios

- **Current Revenue Levels:** CCPW estimated that it spends an average of approximately \$650 thousand per year on preventive maintenance activities, and another average of \$1.4 million on surface treatments and rehabilitation activities. Additionally, there is a total of \$22.05 million from a combination of the City's 1/8 cent sales tax and the Virginia and Truckee Plan of Expenditures which was distributed over the first five years of the analysis period. Funding from the 1/8 cent sales tax is allocated to the rehabilitation of North Carson Street and William Street. This has been incorporated into the forecast to offset costs associated with the two mentioned corridors. This scenario predicts the future condition of the pavement network if current funding levels are maintained.
- **Current Revenue Levels increased by 50 percent:** CCPW wanted to analyze what the impact to their network would be if revenue is increased to an average of approximately \$975 thousand per year on preventive maintenance activities and \$2.143 million on surface treatments and rehabilitation activities. The additional \$22.05 million for surface treatments and rehabilitation activities that is to be evenly distributed over the first five years of the analysis period was maintained since both revenue streams will conclude by 2026.

Target Pavement Condition Scenarios

- **Maintain Current Condition:** This scenario predicts the annual budget requirements to maintain the current area-weighted average network PCI of approximately 57 (Fair) over the 30-year analysis period.

- **Reach Target Conditions:** This scenario predicts the annual budget requirement to reach a specified area weighted average PCI; the two scenarios below were analyzed:
 - Approved [Pavement Management Plan](#) scenario where regional and local roadways would reach an area weighted average PCI of 75 and 70, respectively, in the initial ten years then maintain the target conditions over the remainder of the 30-year analysis period.
 - Modified Pavement Management Plan scenario, which is more in line with the City's current practice of roadway prioritization that focuses on roadways with higher volumes and speeds, and addressing local roadways as budget becomes available. Regional and local roadways would reach an area weighted average PCI of at least 70 and 50, respectively, by 2030 and then maintain target conditions over the remainder of the 30-year analysis period.

It is noteworthy to mention that when conditions are targeted, it is expected for the software to return a value that is not exactly the target. Due to the many variables that are involved in forecasting (e.g., network condition, analyses period, number of sections, budget), it may not be possible for a scenario to reach the target. Therefore, for the target pavement condition scenarios above, multiple iterations were carried out to approximate the target values, in those cases where it was not possible, as long as the values were greater than the targeted PCI the scenario was considered acceptable.

Assumptions

During conversations with CCPW, it was decided to account for roadway project incidentals that are typically encountered during surface treatments and rehabilitation projects. Assumed incidentals as a percentage of the total project costs are shown in table 8. The budgets for these categories were reduced accordingly for all scenarios because unit costs in the software account for only pavement-related construction. Additionally, an overall inflation rate of 1% was used, this value was calculated by subtracting the 3% inflation rate and the expected 2% increase in revenue.

Table 8. CCPW Incidental Costs.

Category	Major M&R	Surface Treatment
ADA	20%	10%
Design/Project Management	12.5%	6.5%
Construction Management	8.5%	11.5%
Contingency	10%	10%
Striping	10%	30%
Total	61%	68%

Because the budgets for rehabilitation and surface treatments were combined, it was necessary to define a starting point that allows for a funding allocation balance between surface treatments and rehabilitation. This assumed roadways that are in good condition can be maintained in that condition while roadways that have reached the end of their service life (below the critical PCI) can be planned for rehabilitation. The initial funding allocation split between surface treatments and rehabilitation was assumed to be 30 percent for surface treatments and 70 percent for rehabilitation. Due to the length of the analysis period, there were multiple years where there was a considerable funding surplus from the 30 percent budget allocation for Surface treatments. This surplus was moved to the rehabilitation treatment budget to incorporate additional rehabilitation work.

It is noteworthy to mention that although there are unit costs set up in the pavement management software for stopgap maintenance, Carson City has staff and budget dedicated to carry out routine stopgap maintenance activities throughout the network. Therefore, this maintenance category is excluded from all analyses to eliminate additional fund allocation to stopgap activities.

Tables 9 through 13 show the annual report card used by CCPW that summarizes the average area weighted PCI for all facility types over the first ten years of the analysis period for every budget scenario. These tables show the percentage change between the first and tenth year of the analysis period. Tables 14 through 18 show the same report card for every three years of the 30-year analysis period along with the percentage change between the first and thirtieth year of the analysis period.

Table 9: 10-year report card for current revenue levels.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$2,813,677											Percent Change 2020 to 2030
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	66	69	68	68	67	66	63	62	59	57	55	-16%
	Local Roads	52	52	50	48	45	43	41	39	37	36	35	-33%
	All Roads	57	58	57	54	52	50	48	46	45	43	42	-27%
Performance District 1	Regional Roads	60	64	64	64	65	67	64	62	60	57	54	-10%
	Local Roads	51	51	49	46	43	41	39	37	35	34	33	-35%
	All Roads	54	56	54	52	50	50	47	45	43	42	40	-26%
Performance District 2	Regional Roads	70	75	78	76	76	74	75	73	71	69	66	-5%
	Local Roads	53	53	51	48	45	43	41	39	37	36	35	-34%
	All Roads	59	60	60	58	56	54	53	51	49	47	46	-22%
Performance District 3	Regional Roads	70	72	70	71	73	70	66	65	62	59	57	-18%
	Local Roads	54	54	52	50	48	45	44	42	40	39	38	-30%
	All Roads	59	60	58	57	55	53	51	49	47	45	44	-26%
Performance District 4	Regional Roads	72	73	72	68	66	63	60	58	56	54	52	-28%
	Local Roads	48	48	46	44	41	39	38	36	35	34	33	-32%
	All Roads	56	57	55	52	50	48	45	44	42	41	39	-30%
Performance District 5	Regional Roads	57	60	59	58	57	55	52	50	49	47	47	-18%
	Local Roads	56	56	54	51	48	45	43	40	39	37	36	-36%
	All Roads	56	57	56	53	51	48	46	44	42	40	40	-29%

Table 10: 10-year report card for current revenue levels increased by 50 percent.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$3,852,948											Percent Change 2020 to 2030
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	66	69	69	68	68	67	65	63	61	58	57	-14%
	Local Roads	52	53	51	48	45	43	41	39	38	36	35	-33%
	All Roads	57	58	57	55	53	51	49	47	45	44	42	-25%
Performance District 1	Regional Roads	60	65	64	68	69	70	67	64	62	60	60	-1%
	Local Roads	51	51	49	46	44	41	39	37	35	34	33	-35%
	All Roads	54	56	54	53	52	51	48	46	44	43	42	-22%
Performance District 2	Regional Roads	70	75	78	77	75	73	75	74	71	68	65	-6%
	Local Roads	53	53	51	48	45	43	41	39	37	36	35	-34%
	All Roads	59	61	60	58	56	53	53	51	49	47	46	-22%
Performance District 3	Regional Roads	70	72	71	71	73	70	66	65	62	59	58	-17%
	Local Roads	54	54	53	50	48	46	44	42	41	40	38	-29%
	All Roads	59	60	58	57	55	53	51	49	47	46	44	-25%
Performance District 4	Regional Roads	72	73	72	68	66	63	60	59	56	54	52	-28%
	Local Roads	48	48	46	44	41	39	38	36	35	34	33	-31%
	All Roads	56	57	55	52	50	48	46	44	42	41	40	-30%
Performance District 5	Regional Roads	57	60	61	58	57	58	55	53	53	51	49	-13%
	Local Roads	56	56	54	51	48	45	43	41	39	38	36	-35%
	All Roads	56	57	57	54	51	50	47	45	44	42	41	-27%

Table 11: 10-year report card for maintaining current conditions.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$20,612,435											Percent Change 2020 to 2030
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	66	74	81	85	88	87	86	83	80	76	80	22%
	Local Roads	52	54	51	48	46	46	48	49	49	50	48	-8%
	All Roads	57	61	62	61	60	60	60	60	59	59	59	4%
Performance District 1	Regional Roads	60	79	86	89	88	88	86	82	78	74	82	37%
	Local Roads	51	53	50	47	44	45	48	49	50	51	49	-3%
	All Roads	54	62	62	61	59	59	60	60	60	59	60	12%
Performance District 2	Regional Roads	70	78	84	86	87	85	87	84	80	77	81	16%
	Local Roads	53	55	52	49	46	47	48	49	49	49	47	-11%
	All Roads	59	63	63	62	60	60	61	61	60	59	59	0%
Performance District 3	Regional Roads	70	73	78	84	89	88	85	83	82	78	78	13%
	Local Roads	54	55	53	50	48	47	49	49	50	52	50	-7%
	All Roads	59	61	61	61	61	60	60	60	60	60	59	0%
Performance District 4	Regional Roads	72	73	83	87	89	87	85	83	80	76	76	5%
	Local Roads	48	49	47	44	42	42	42	42	42	42	41	-15%
	All Roads	56	58	59	59	58	58	57	56	55	54	53	-6%
Performance District 5	Regional Roads	57	68	76	81	88	88	86	84	80	76	83	46%
	Local Roads	56	59	55	52	49	50	52	54	54	55	53	-5%
	All Roads	56	62	63	62	63	63	64	64	63	62	63	13%

Table 12: Approved Pavement Management Plan Scenario
 10-year report card for reaching target conditions of 75 and 70 for regional and local roads, respectively.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$34,535,409											Percent Change 2020 to 2030
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	66	71	73	74	76	77	77	77	76	75	76	15%
	Local Roads	52	59	62	66	67	67	68	69	69	69	70	34%
	All Roads	57	63	66	68	70	70	71	72	72	71	72	27%
Performance District 1	Regional Roads	60	71	78	81	82	83	81	79	76	73	77	28%
	Local Roads	51	60	61	65	67	67	68	71	73	72	75	47%
	All Roads	54	63	67	70	72	72	73	74	74	73	76	40%
Performance District 2	Regional Roads	70	76	80	79	80	79	82	81	80	79	80	14%
	Local Roads	53	60	63	68	68	68	70	71	70	70	71	35%
	All Roads	59	66	69	72	72	72	74	74	74	73	74	26%
Performance District 3	Regional Roads	70	73	71	73	80	78	75	76	77	77	77	11%
	Local Roads	54	59	63	63	65	65	66	65	65	67	68	26%
	All Roads	59	64	65	66	69	69	69	69	69	70	71	21%
Performance District 4	Regional Roads	72	73	72	73	73	74	76	77	77	75	72	0%
	Local Roads	48	52	55	60	63	64	65	65	64	64	64	32%
	All Roads	56	60	61	65	67	68	69	69	69	68	66	18%
Performance District 5	Regional Roads	57	63	64	64	65	69	70	72	71	72	74	30%
	Local Roads	56	64	69	72	72	72	74	75	75	72	73	32%
	All Roads	56	63	68	69	70	71	72	74	73	72	73	31%

Table 13: Modified Pavement Management Plan Scenario

10-year report card for reaching target conditions of 70 and 50 for regional and local roads, respectively.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$19,311,103											Percent Change 2020 to 2030
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	66	71	73	72	74	75	75	75	74	73	73	12%
	Local Roads	52	56	55	55	55	55	55	55	54	54	53	2%
	All Roads	57	61	61	61	61	62	62	62	61	60	60	6%
Performance District 1	Regional Roads	60	69	76	79	80	82	80	78	76	73	76	27%
	Local Roads	51	55	55	55	55	54	54	54	54	53	53	4%
	All Roads	54	60	62	63	63	63	62	62	61	60	61	12%
Performance District 2	Regional Roads	70	75	80	78	79	78	81	80	77	76	76	9%
	Local Roads	53	57	56	56	56	56	55	56	56	54	54	2%
	All Roads	59	63	64	64	64	64	64	64	63	62	62	5%
Performance District 3	Regional Roads	70	73	71	72	77	77	75	75	76	74	74	6%
	Local Roads	54	56	57	57	57	57	56	55	54	54	53	-2%
	All Roads	59	61	61	61	63	63	62	61	61	60	59	1%
Performance District 4	Regional Roads	72	74	72	69	71	72	73	74	74	74	71	-1%
	Local Roads	48	51	49	49	48	48	48	48	48	48	48	-1%
	All Roads	56	59	57	56	56	57	56	57	57	57	56	-1%
Performance District 5	Regional Roads	57	63	64	64	63	67	67	68	69	69	70	24%
	Local Roads	56	60	60	60	60	61	62	63	61	59	59	6%
	All Roads	56	61	62	61	61	63	64	65	64	62	63	12%

Table 14: 30-year report card for current revenue levels.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$2,813,677										Percent Change 2020 to 2050	
		2020	2023	2026	2029	2032	2035	2038	2041	2044	2047		2050
City-wide	Regional Roads	66	68	63	57	51	46	42	39	38	37	36	-45%
	Local Roads	52	48	41	36	33	32	30	30	29	29	28	-46%
	All Roads	57	54	48	43	39	36	34	33	32	31	31	-46%
Performance District 1	Regional Roads	60	64	64	57	50	45	41	38	37	36	36	-41%
	Local Roads	51	46	39	34	32	30	30	30	29	29	29	-43%
	All Roads	54	52	47	42	38	35	34	32	32	32	31	-42%
Performance District 2	Regional Roads	70	76	75	69	62	55	51	47	46	46	45	-36%
	Local Roads	53	48	41	36	33	32	31	30	30	29	29	-46%
	All Roads	59	58	53	47	43	40	38	36	35	35	34	-41%
Performance District 3	Regional Roads	70	71	66	59	52	49	43	38	37	35	33	-52%
	Local Roads	54	50	44	39	36	33	31	29	28	27	27	-51%
	All Roads	59	57	51	45	41	38	35	32	31	30	29	-51%
Performance District 4	Regional Roads	72	68	60	54	47	41	38	35	34	33	32	-55%
	Local Roads	48	44	38	34	32	31	30	29	28	28	28	-43%
	All Roads	56	52	45	41	37	34	32	31	30	30	29	-48%
Performance District 5	Regional Roads	57	58	52	47	43	40	37	37	35	34	34	-40%
	Local Roads	56	51	43	37	34	32	31	30	30	30	29	-47%
	All Roads	56	53	46	40	37	35	33	33	32	31	31	-45%

Table 15: 30-year report card for current revenue levels increased by 50 percent.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$3,852,948											Percent Change 2020 to 2050
		2020	2023	2026	2029	2032	2035	2038	2041	2044	2047	2050	
City-wide	Regional Roads	66	68	65	58	53	48	44	42	41	40	39	-41%
	Local Roads	52	48	41	36	33	32	31	30	29	29	28	-46%
	All Roads	57	55	49	44	40	37	35	34	33	32	32	-44%
Performance District 1	Regional Roads	60	68	67	60	58	52	49	50	47	44	47	-22%
	Local Roads	51	46	39	34	32	31	30	30	29	29	29	-43%
	All Roads	54	53	48	43	40	38	36	36	35	34	35	-35%
Performance District 2	Regional Roads	70	77	75	68	62	57	54	50	48	49	47	-32%
	Local Roads	53	48	41	36	33	32	31	30	30	29	29	-45%
	All Roads	59	58	53	47	43	41	39	37	36	36	35	-40%
Performance District 3	Regional Roads	70	71	66	59	52	48	42	39	38	36	34	-51%
	Local Roads	54	50	44	40	36	34	32	30	29	28	27	-51%
	All Roads	59	57	51	46	41	38	35	33	32	30	29	-51%
Performance District 4	Regional Roads	72	68	60	54	47	42	38	35	34	33	32	-56%
	Local Roads	48	44	38	34	32	31	30	29	29	28	28	-43%
	All Roads	56	52	46	41	37	35	33	31	30	30	29	-49%
Performance District 5	Regional Roads	57	58	55	51	45	42	39	37	37	36	35	-39%
	Local Roads	56	51	43	38	34	32	31	30	30	30	29	-47%
	All Roads	56	54	47	42	38	36	34	33	32	32	31	-44%

Table 16: 30-year report card for maintaining current conditions.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$20,612,435											Percent Change 2020 to 2050
		2020	2023	2026	2029	2032	2035	2038	2041	2044	2047	2050	
City-wide	Regional Roads	66	85	86	76	87	87	78	86	88	79	86	30%
	Local Roads	52	48	48	50	45	47	51	46	45	49	44	-15%
	All Roads	57	61	60	59	59	60	60	60	59	59	58	3%
Performance District 1	Regional Roads	60	89	86	74	90	86	74	89	87	76	88	46%
	Local Roads	51	47	48	51	46	48	55	50	49	54	49	-3%
	All Roads	54	61	60	59	61	61	61	63	62	62	62	15%
Performance District 2	Regional Roads	70	86	87	77	86	87	79	85	87	79	85	22%
	Local Roads	53	49	48	49	44	46	51	46	44	49	45	-16%
	All Roads	59	62	61	59	59	60	60	60	59	59	59	0%
Performance District 3	Regional Roads	70	84	85	78	84	87	80	86	89	80	85	22%
	Local Roads	54	50	49	52	47	49	52	47	45	49	44	-19%
	All Roads	59	61	60	60	58	61	61	59	59	58	57	-4%
Performance District 4	Regional Roads	72	87	85	76	89	87	78	83	89	79	84	17%
	Local Roads	48	44	42	42	39	40	42	39	38	40	37	-23%
	All Roads	56	59	57	54	56	56	54	54	56	53	53	-5%
Performance District 5	Regional Roads	57	81	86	76	87	87	77	88	86	78	86	52%
	Local Roads	56	52	52	55	49	52	55	50	48	52	47	-15%
	All Roads	56	62	64	62	62	64	63	63	61	61	61	9%

Table 17: Approved Pavement Management Plan Scenario
 30-year report card for reaching target conditions of 75 and 70 for regional and local roads, respectively.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$34,535,409											Percent Change 2020 to 2050
		2020	2023	2026	2029	2032	2035	2038	2041	2044	2047	2050	
City-wide	Regional Roads	66	74	77	75	76	77	77	77	76	76	75	14%
	Local Roads	52	66	68	69	73	75	74	76	77	77	77	47%
	All Roads	57	68	71	71	74	76	75	76	77	76	76	34%
Performance District 1	Regional Roads	60	81	81	73	79	79	74	81	78	74	80	32%
	Local Roads	51	65	68	72	76	76	75	77	76	75	77	52%
	All Roads	54	70	73	73	77	77	75	78	77	75	78	44%
Performance District 2	Regional Roads	70	79	82	79	81	82	82	84	83	82	84	20%
	Local Roads	53	68	70	70	74	76	77	78	80	78	77	46%
	All Roads	59	72	74	73	77	78	79	80	81	80	80	35%
Performance District 3	Regional Roads	70	73	75	77	74	76	80	77	75	77	73	5%
	Local Roads	54	63	66	67	70	71	69	72	73	76	76	41%
	All Roads	59	66	69	70	71	73	72	74	73	76	75	28%
Performance District 4	Regional Roads	72	73	76	75	76	78	79	73	78	78	73	1%
	Local Roads	48	60	65	64	67	73	74	73	76	77	74	54%
	All Roads	56	65	69	68	70	75	76	73	77	77	74	31%
Performance District 5	Regional Roads	57	64	70	72	71	71	70	71	66	67	67	17%
	Local Roads	56	72	74	72	77	78	78	79	82	79	78	41%
	All Roads	56	69	72	72	75	76	75	76	76	75	74	33%

Table 18: Modified Pavement Management Plan Scenario
 30-year report card for reaching target conditions of 70 and 50 for regional and local roads, respectively.

Pavement Condition Index (PCI) - Annual Report Card													
Facility Type		Estimated PCI with Annual Budget Scenario of \$19,311,103											Percent Change 2020 to 2050
		2020	2023	2026	2029	2032	2035	2038	2041	2044	2047	2050	
City-wide	Regional Roads	66	72	75	73	73	73	73	72	71	71	70	7%
	Local Roads	52	55	55	54	53	53	53	52	51	51	50	-5%
	All Roads	57	61	62	60	60	60	59	59	58	57	57	0%
Performance District 1	Regional Roads	60	79	80	73	79	77	72	80	74	71	77	28%
	Local Roads	51	55	54	53	54	53	53	53	51	51	52	2%
	All Roads	54	63	62	60	62	61	59	62	59	58	60	12%
Performance District 2	Regional Roads	70	78	81	76	76	78	75	76	76	73	75	8%
	Local Roads	53	56	55	54	53	53	53	52	51	52	51	-4%
	All Roads	59	64	64	62	61	62	61	61	60	60	60	1%
Performance District 3	Regional Roads	70	72	75	74	71	71	73	72	71	71	67	-3%
	Local Roads	54	57	56	54	54	54	51	52	51	48	48	-11%
	All Roads	59	61	62	60	59	59	58	58	57	55	54	-8%
Performance District 4	Regional Roads	72	69	73	74	72	73	76	68	74	75	68	-6%
	Local Roads	48	49	48	48	46	46	47	45	45	45	44	-9%
	All Roads	56	56	56	57	55	56	57	53	55	56	52	-7%
Performance District 5	Regional Roads	57	64	67	69	68	66	66	67	63	62	62	10%
	Local Roads	56	60	62	59	58	60	59	57	57	56	54	-2%
	All Roads	56	61	64	62	62	62	61	60	59	58	57	2%

As illustrated in Figure 14 and tables 9 through 14, the current revenue levels scenario shows a decline in network condition over the analysis period, starting at a PCI of 57 and declining to a PCI of 42 in ten years and a PCI of 31 in thirty years. Regional roads will have a lower deterioration rate than local roads primarily due to their higher priority, however, they will still decline considerably throughout the analysis period. This rate of decline would indicate that in a few years the network is going to start reaching a point where more and more segments are going to require rehabilitation work, and the agency will struggle to maintain roads in acceptable condition. This signifies that the current annual budget is insufficient to maintain network condition given current treatment assumptions and funding. Increasing the revenue 50 percent has a relatively small impact over the entire network, a 50 percent budget increase will increase the overall network PCI 1 point at the end of the analysis period when compared to the current budget.

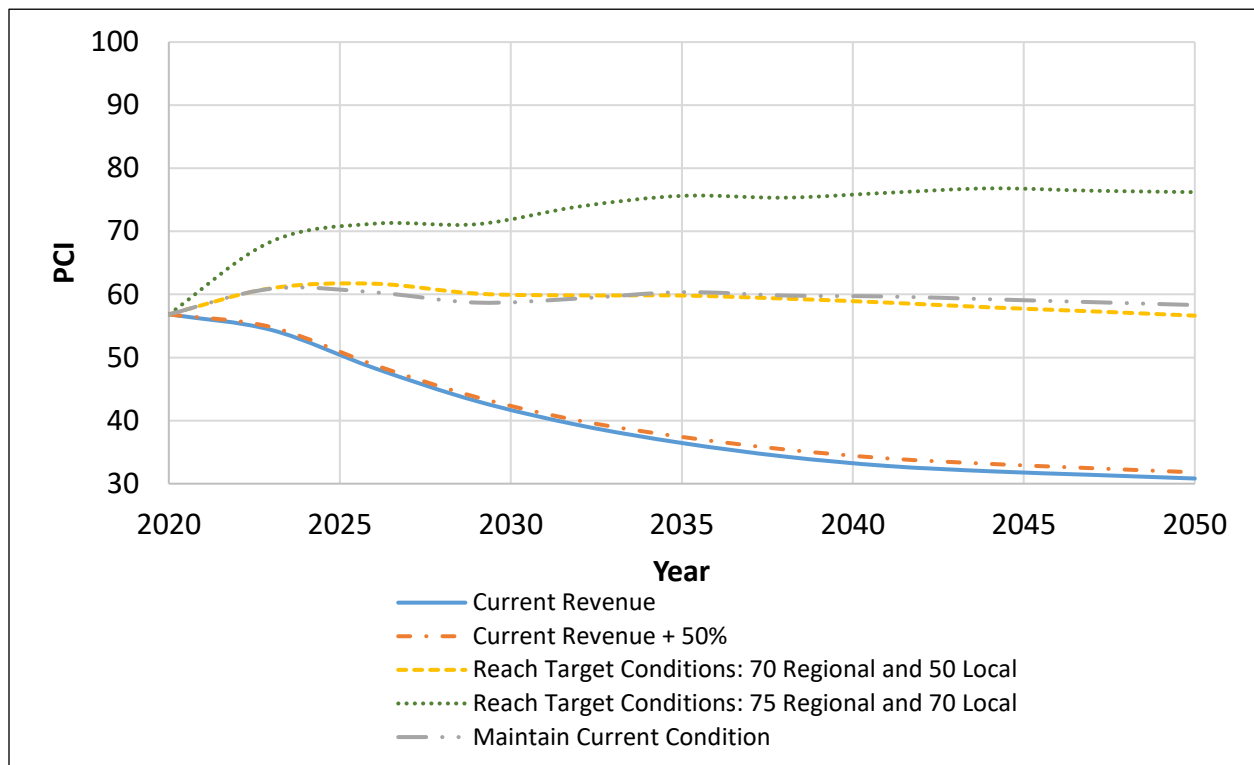


Figure 14: Chart of PCI over time for analyzed budget scenarios.

Figure 15 shows the average annual budgets for every scenario. The difference between the current annual revenue and the annual budget required to maintain the network in its current condition is approximately \$17.8 million.

The difference between the current annual revenue and the annual budget required to meet the City’s approved Pavement Management Plan pavement condition targets (75 for regional roads and 70 for local roads) is \$31.7 million.

The difference between the current annual revenue and the annual budget required to meet the proposed modified pavement condition targets (70 for regional roads and 50 for local roads) is \$16.5 million.

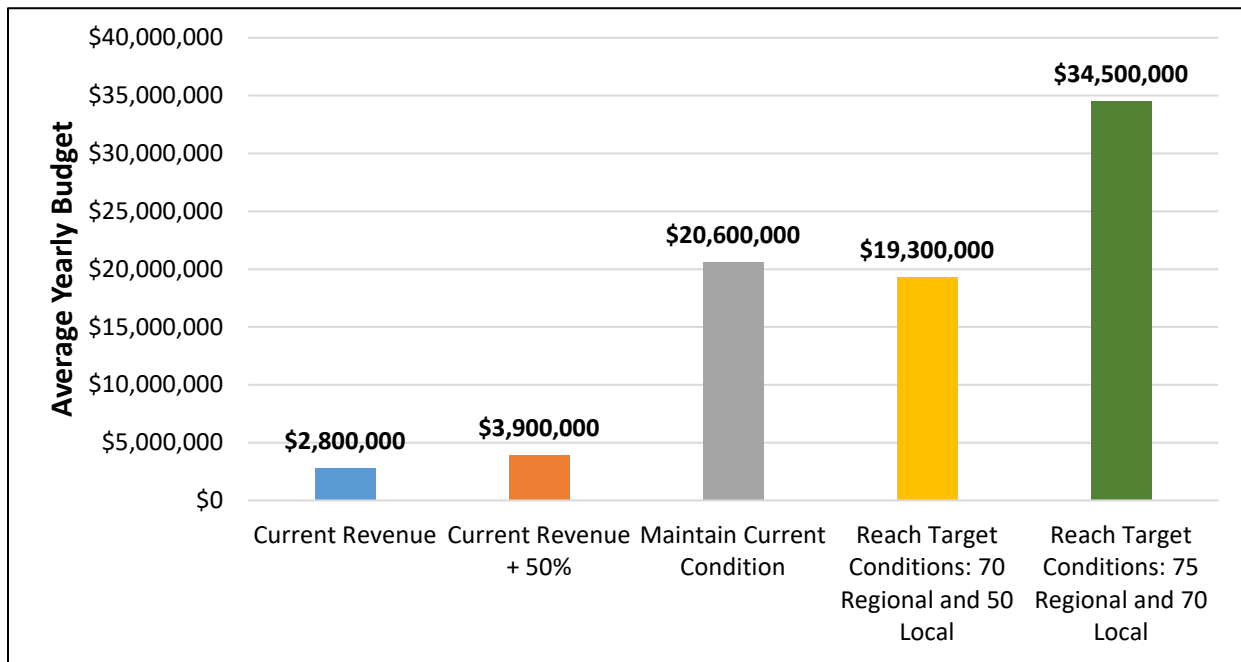


Figure 15: Average annual budget per scenario.

If the current revenue is not considerably increased, the agency will face a network in Poor condition within ten years and a Very Poor network in thirty years. Figures 16 and 17 show the forecasted condition categories by percentage of network area for 2030 and 2050.

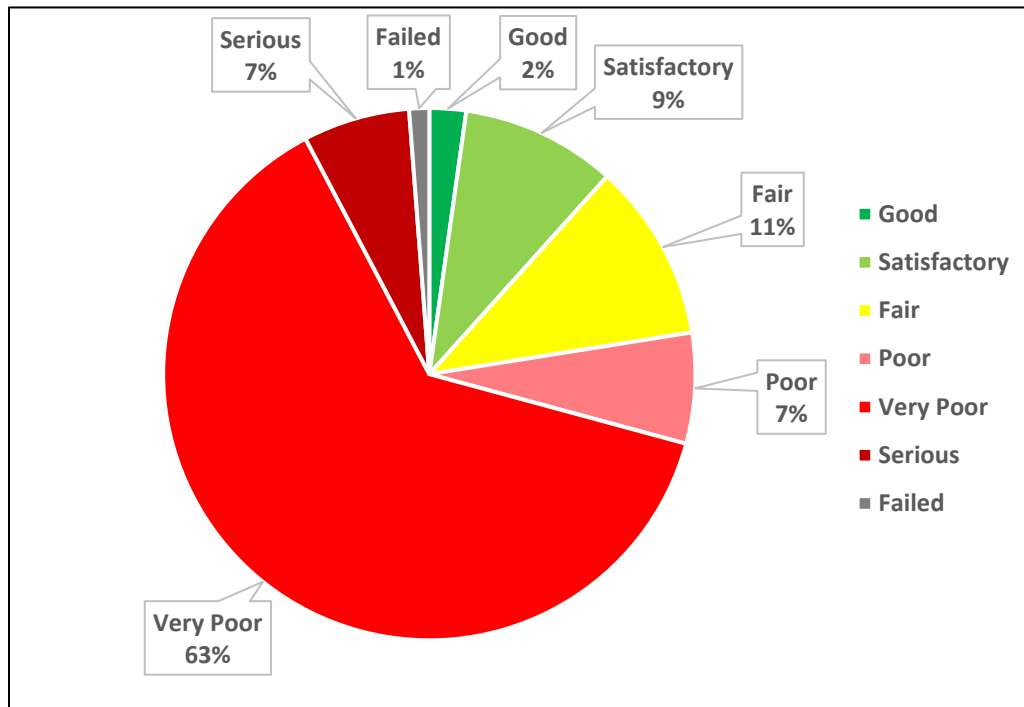


Figure 16. Forecasted distribution of pavement area by condition category in 2030.

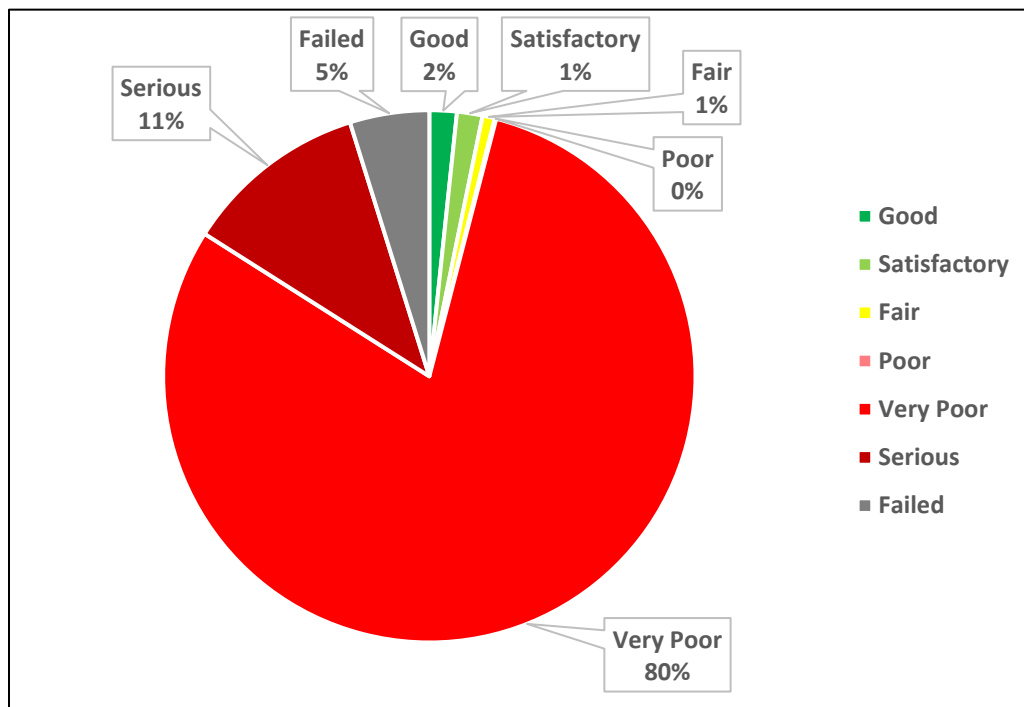


Figure 17. Forecasted distribution of pavement area by condition category in 2050.

This page intentionally left blank.

Potential Options for Carson City Roadway Funding



Prepared for Carson City, Nevada
by Morse Associates Consulting, LLC

May 2021

Purpose of Project

Carson City is interested in exploring potential mechanisms for raising additional revenue for local and regional roadways. The current roadway revenue shortfall is estimated by Carson City at \$25.8 million annually (2020\$). This shortfall includes existing backlog.

The facilities on which new revenues would be invested are:

- Local roads
- Regional roads where Carson City has all or partial maintenance responsibility
- Appurtenant roadway items such as curb, gutter, sidewalk, traffic signal, signs, guard rails, etc.

The activities contemplated for new revenues are:

- New construction
- Reconstruction
- System renewal
- System preservation

Scope of consultant work

Carson City has engaged Morse Associates Consulting, LLC (MAC) to assist in this effort. MAC has been tasked with making a high-level assessment of no more than eight potential revenue mechanisms using existing publicly available information. This work is an initial step to introduce, at a conceptual level, some of the funding mechanisms that may be available criteria that may be useful in evaluating potential mechanisms, and the salient features of each mechanism. In addition, the report offers some conclusions and a brief discussion of some ancillary considerations relevant to the pursuit of new local roadway revenues. This provides a departure point for future more detailed consideration of new revenue mechanisms and steps to realize these if desired by the Board of Supervisors (BOS).

Carson City's ability to impose taxes, fees, or other types of revenue collection is heavily limited and restricted by Nevada's legal statutes, commonly known as Nevada Revised Statutes (NRS). MAC's scope includes a preliminary examination of the most relevant statutes to provide a knowledgeable layperson's interpretation of potential applicability. References to applicable NRS sections are provided. All of the NRS are available online at <https://www.leg.state.nv.us/nrs/>. The opinions expressed by MAC in this regard are not legal opinions. If legal opinions are desired, Carson City should engage appropriate legal counsel. Estimates of potential revenue made by MAC are at a very high planning level based on publicly available information and should not be used for making financial decisions or commitments. If Carson City decides to pursue one or more of the mechanisms identified, additional more detailed analysis will need to be developed as a basis for decision-making.

In consultation with Carson City staff, the following eight potential transportation funding options were identified based on existing or past implementation in the State of Nevada or other states:

- Road utility fee (a.k.a. transportation utility fee)
- General Improvement District (NRS 318)
- Program of local improvements (NRS 271)
- Vehicle Miles Traveled (VMT) Fee
- Transportation sales tax (NRS 377A)
- Supplemental Governmental Services Tax (NRS 371)

- Property tax override (NRS 354)
- Fuel tax indexing (NRS 373)

Illustrative Evaluation Criteria and Weighting

Ten illustrative criteria were established in consultation with Carson City staff to provide insight into the things that are typically considered in evaluating and ranking potential funding mechanisms. In addition, each of the criteria was weighted by assigning a value of 1, 2, or 3 to give an indication of its relative importance. While these criteria are commonly used for these types of evaluations, they are not set in stone. If the City subsequently identifies additional criteria relevant to the local context, it would be appropriate to include these in subsequent evaluations. Similarly, the weighting of the criteria is very much open to further discussion and refinement. If the BOS decides to pursue additional roadway funding, it is extremely important that a consensus be reached on both the evaluation criteria to be used and their relative weights. Following is a list of the evaluation criteria used in this report with an indication of the types of things they are intended to address. Illustrative weighting values are given in parentheses.

- **Legislative authority (2)** which considers:
 - Is the mechanism currently authorized?
 - Is new or amended legislation needed?
 - Is a voter approval required for implementation?
- **Revenue potential (3):** How much revenue could the mechanism yield at an illustrative rate?
- **Reliability (3):** How sensitive is the funding option to typical economic cycles?
- **Sustainability (3)** which considers:
 - Does the mechanism automatically adjust for inflation?
 - Can the mechanism address increasing fleet vehicle fuel economy, including the impact of all electric vehicles?
- **Equity (2)** which considers:
 - Socio-economic equity
 - Sharing of burden by residents/businesses
 - Potential approaches to improve equity
- **Flexibility of use (1)** considers whether the funding could be used for all types of roadway facilities and activities such as:
 - Local roads
 - Regional roads
 - Appurtenant roadway items such as curb, gutter, sidewalk, traffic signal, signs, guard rails, etc.
 - New construction
 - Reconstruction
 - System renewal
 - System preservation
- **Ease of adjusting fee/assessment/tax rates to accommodate changing conditions (1)** such as:
 - Changing travel demand and patterns.
 - Increases/decreases in roadway funding from federal/state/local sources.
 - New federal/state/local mandates (e.g., fuel efficiency, transportation technology, Green House Gas emissions, etc.)

- **Administrative efficiency (2)** which considers:
 - Are existing transparent processes and procedures already in-place to collect/expend the new revenue with little or no additional cost?
 - Could existing administrative processes and procedures be adapted to transparently collect/expend the new revenue with modest additional cost?
 - Would extensive new administrative processes and procedures that require considerable expense need to be developed to transparently collect/expend the new revenues?
- **Indications of public support (1):** Does historical experience indicate that the funding mechanism would be supported by the public?
- **Bond Potential (2):** Could revenue from the funding mechanism be used to service debt, allowing the City to finance improvements in the present day versus waiting for sufficient revenue to accumulate?

Salient Features of Potential Funding Options

Salient features of each of the eight potential funding mechanisms are identified below using the illustrative evaluation criteria as a framework to organize the information. For some of the potential funding mechanisms, there is considerable latitude in how the mechanism could function. For clarity, a brief description is provided to summarize a single illustrative concept of how the mechanism could be used and relevant key elements. These are concepts only and could be further developed and modified as discussions of funding continue.

General Improvement District (NRS 318)

Description of funding mechanism: Using NRS 318, create a General Improvement District (GID) encompassing all of Carson City expressly formed to conduct activities on the City’s roadway system including construction, reconstruction, system renewal, system preservation, etc. Revenue would be raised by special assessments, not ad valorem taxes. Assessments could be based on trip generation by land use type, with rates set annually at levels consistent with system financial needs. Other methods of assessments are certainly possible.

Legislative Authority

- NRS 318.050 authorizes the Board of Supervisors to create General Improvement Districts.
- NRS 318.065 says if a majority of the property owners protest, district cannot be formed.
- NRS 318.080 authorizes the BOS to appoint Board of Trustees for the District.
- NRS 318.0953(4) permits the BOS to be the ex-officio Board of Trustees for a District.
- NRS 318.098 allows county staff to be used for district business and for compensation for these services.
- NRS 318.225 authorizes Board of Trustees to levy property taxes.
- NRS 318.230 requires annual tax rates to be set by needs.
- NRS 318.350 allows the levy of special assessments against land and ***premises*** by two-thirds vote of Board; statute is silent regarding the exact basis of assessment, but must be based upon benefits. There is no definition of “premises” in this chapter. It could be that assessments could be levied against parties controlling the premises which could include residential and commercial tenants.
- NRS 318.101 grants Board of Trustees powers from NRS 271. This would conceivably allow assessment against tracts on any “equitable” basis chosen by Board including trips.

Revenue Potential

- Assuming that roughly half of all trips are generated by residential uses and the other half by commercial/industrial uses:

- An assessment of \$10/month for each residential unit on a property could gross about \$2.5-\$3 million annually.
- An average assessment of about \$125/month on commercial/industrial establishments could gross about \$2.5-\$3 million annually.
- Total annual gross revenue of \$5-\$6 million.
- These are very high-level planning estimates based upon limited data made for illustrative purposes only.

Reliability

- This mechanism would be largely immune from typical short-term economic cycles.

Sustainability

- If special assessments are set/adjusted annually, inflation could be accounted for.
- This mechanism would be immune from the impacts of increasing fleet vehicle fuel economy since it is unrelated to the sale of motor vehicle fuels.

Equity

- Socio-economic equity:
 - If a flat assessment per dwelling unit were to be used, this would be regressive.
 - Using a differentiated assessment based upon multifamily versus single family could help address equity.
 - A program could be set up to subsidize the assessments on dwelling units occupied by low-income tenants.
- Resident versus business equity:
 - In a closed system, commercial/industrial businesses would be generating about half the revenue and residential tracts about half.
 - Presumably, businesses would pass on the additional costs in what they charge for goods and services.
 - Non-residents doing business in Carson City would presumably share some of the burden through what they pay when purchasing goods and services.

Flexibility

- NRS 318.120(2) allows collected revenue to be used on all facilities of Carson City's defined roadway system.
- NRS 318.020(6) and NRS 318.145 allows use for all activities on Carson City's defined roadway system, e.g., construction, reconstruction, system renewal, system preservation, etc.

Ease of adjusting rates

- If changes in travel demand, changes in other federal/state/local funding, or new federal/state/local mandates increase or decrease roadway system needs, these impacts could be addressed when the rates for special assessments are set annually.

Administrative Efficiency

- Essential data for administering such a program appears to exist, e.g., land use and ownership for all parcels, etc. New administrative procedures and processes would need to be developed for a GID addressing road needs in the form conceptualized.
- Information on trip generation by land use category is available from Institute of Transportation Engineers (ITE).
- Billing and collections could piggyback on the property tax collection process or monthly utility billings.

- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- If established along the lines described above, this mechanism would function similarly to a road utility fee discussed below. According to the USDOT, more than 25 road utility fees/transportation utility fees are currently in-place in communities across the county including in Washington, Colorado, Texas, Oregon, Idaho, Utah, Missouri, and Florida.
- Nevada currently has dozens of GIDs providing a wide range of services. A local example would be the Indian Hills General Improvement District, located just south of Carson City in Douglas County. The Indian Hills GID is responsible for maintaining the local roads within its boundary, while Douglas County is responsible for maintaining the regional roads.

Bond Potential

- NRS 318.320 gives authority to issue bonds and to pledge assessment revenue to service bond debt.
- NRS 318.275 offers broad authority for bonding.

Other Issues

- Carson City could try using existing language of NRS 318 as is to implement a roadway funding mechanism or could seek amendments to this chapter to:
 - Explicitly allow tolls, rate, or charges to “owners or occupants” or “party controlling the premises” in addition to the currently authorized property taxes and special assessments against property. This could remove ambiguity in the statutory language, reinforce and clarify the linkage between use of the transportation system and payment for that use, and possibly enhance public understanding and acceptance.
 - Explicitly allow charges to be based upon trips determined by broad categories of land use or some other equitable basis.

Program of Local Street Improvements (NRS 271)

Description of mechanism: NRS 271 authorizes cities and counties to undertake projects in the public interest including street projects. This concept is to use NRS 271 to create an ongoing project of Local Street Improvements for the entire roadway system including construction, system preservation, system renewal, operations, and maintenance. Revenue would be raised using special assessments on properties based upon the special benefits conferred by the roadway system. The concept assumes assessment based on trip generation by broad categories of land use, but the BOS could use any equitable basis.

Legislative Authority

- This existing mechanism is authorized by NRS 271.265(1) for cities and counties.
- NRS 271.265(1) allows BOS to undertake projects without election but if majority of property owners object, the project may not go forward unless city pays more than 50% of cost from other sources NRS 271.306(2).
- NRS 271.270 authorizes BOS to levy either ***assessments against property*** or property taxes to defray project costs.
- NRS 271.045 allows assessment on any “equitable basis”. If “trips” were used as the measure of assessment, assessment of residential properties could be made on the basis of the number of trips generated by the average dwelling unit in Carson City times the number of dwelling units on a tract. For commercial/industrial uses, assessment could be made on the basis of trip generation by broad categories of land use types. Assessments would be presumably passed on to tenants.

- Local government is exempt from assessments (NRS 271.040(2) and (3)). School property is also exempt unless District Trustees decide otherwise (NRS 271.366). The state is not exempt (NRS 271.407).
- NRS 271.370 appears to allow the governing board to assess tracts at any periodicity (e.g., could be annual).

Revenue Potential

- If revenue is raised by ad valorem taxes (property taxes), these will be subject to the rate and revenue caps. It appears that with these restrictions the revenue potential using ad valorem taxes is extremely limited.
- If revenue is raised by special assessments based upon trip generation by broad categories of land use, for the benefits conferred by the roadway system, assessment rates could be based on system needs. Special assessments are typically not considered ad valorem taxes and, thus, not subject to the ad valorem revenue and rate caps. Special assessments could not exceed the value of the benefits conferred.
- Assuming that roughly half of all trips are generated by residential uses and the other half by commercial/industrial uses:
 - An assessment of \$10/month for each residential unit on a property could gross about \$2.5-\$3 million annually.
 - An average assessment of about \$125/month on commercial/industrial establishments could gross about \$2.5-\$3 million annually.
 - Total annual gross revenue of \$5-\$6 million.
 - These are very high-level planning estimates based upon limited data made for illustrative purposes only.

Reliability

- This mechanism would be largely immune from typical short-term economic cycles.

Sustainability

- NRS 271.377 would appear to allow annual assessments including adjustments for inflation.
- This mechanism would be immune from the impacts of increasing fleet vehicle fuel economy since it is unrelated to the sale of motor vehicle fuels.

Equity

- Socio-economic equity:
 - If a flat assessment per dwelling unit were to be used, this would be regressive.
 - A differentiated assessment based upon multifamily vs single family could mitigate equity concerns.
 - A program could be set up to subsidize the assessment on dwelling units occupied by low-income tenants.
- Resident versus business equity:
 - In a closed system, commercial/industrial businesses would be generating about half the revenue and residential tracts about half.
 - Presumably, businesses would pass on the additional costs in what they charge for goods and services.
 - Non-residents doing business in Carson City would presumably share some of the burden through what they pay when purchasing goods and services.

Flexibility

- NRS 271.225) allows revenues to be used on all facilities of Carson City’s defined roadway system.
- NRS 271.020 and 271.265 allows revenues to be used for all activities of Carson City’s defined roadway system, e.g., construction, reconstruction, system renewal, system preservation, etc.

Ease of adjusting rates

- If changes in travel demand, changes in other federal/state/local funding, or new federal/state/local mandates increase or decrease roadway system needs, these impacts could be addressed when the rates for special assessments are set annually.

Administrative Efficiency

- Essential data for administering such a program appears to exist, e.g., land use and ownership for all tracts. New administrative procedures and processes would need to be developed for a GID addressing road needs as conceptualized in this form.
- Information on trip generation by land use category is available from ITE trip generation studies.
- Billing and collections could piggyback on the property tax collection process.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- If established along the lines described above, this mechanism would function similarly to a road utility fee discussed below. According to the USDOT, more than 25 road utility fees/transportation utility fees are currently in-place in communities across the county including in Washington, Colorado, Texas, Oregon, Idaho, Utah, Missouri, and Florida.

Bond Potential

- NRS 271.270 gives authority to issue bonds and to pledge assessment revenue to service bond debt.

Other Issues

- None

Road Utility Fee

Description of mechanism: Seek new legislation specifically authorizing Carson City to implement a dedicated Road Utility Fee (RUF) that would be used to defray the cost of construction, reconstruction, renewal, and preservation, etc. of the City’s roadway system and appurtenances. This fee would be akin to fees for other public utilities such as sewer, water, and waste disposal fees. (Existing NRS does not address roadways or transportation as a public utility.) Fee rates could be based upon trip generation by broad categories of land use, and fees would be charged to “responsible parties” (owners or occupants) of improved premises.

Legislative Authority

- No legislative authority currently exists that specifically enables the implementation of a road utility fee dedicated to defraying the cost of the roadway system and appurtenances.
- Main elements of enabling legislation could include:
 - Authority for the governing bodies of cities and counties to impose transportation utility fees with or without a vote of the people.
 - Authority to levy tolls, fees, and charges for the transportation utility fee on “responsible parties” (owners or occupants) for each improved premises generating traffic within the defined fee area.

- Setting of levies, fees, and charges based upon trip generation as determined by broad land use categories or any other equitable method.
- Provisions to set and/or adjust fee rates annually based upon needs, current costs, and revenues from other sources.
- Requirement to establish physical, condition, and performance standards for the roadway system as the method to determine costs and needs.
- Provisions to allow a component of the RUF for the reduction and elimination of backlogged repair and maintenance.
- Ability to use RUF revenues for debt service.

Revenue Potential

- Potential revenue fees would need to be based on a quantifiable measure(s), such as the number of vehicle trips that a particular land use generates or a combination of measures such as land use, area, density, and long-term costs associated with maintaining a 24-hour transportation system.
- Assuming that trips are split about evenly between households and commercial/industrial establishments, a per household fee of about \$10/month could gross \$2.5-\$3 million annually. A commercial/industrial establishment fee averaging about \$125/month could gross similar amount for a total gross annual revenue of about \$5-\$6 million. These are very high-level planning estimates based upon limited data made for illustrative purposes only.

Reliability

- Trip generation is relatively inelastic to changing economic conditions so revenue from this source would be largely immune from short-term economic cycles.

Sustainability

- Legislation authority would want to allow for an annual adjustment of the RUF to account for inflation.
- This mechanism would be immune from the impacts of increasing vehicle fuel economy since it is unrelated to the sale of motor vehicle fuels.

Equity

- Socio-economic equity:
 - Since the mechanism requires new legislation, it might be possible to include in the architecture of the fee provisions to address socio-economic equity.
 - Using a differentiated fee based upon multifamily versus single family could mitigate equity concerns.
 - A program could be set up to subsidize the fees on dwelling units occupied by low-income tenants, similar to water rates in Carson City.
- Resident versus business equity:
 - In a closed system, commercial/industrial businesses would be generating about half the revenue and residential tracts about half.
 - Presumably, businesses would pass on the additional costs in what they charge for goods and services.
 - Non-residents doing business in Carson City would presumably share some of the burden through what they pay when purchasing goods and services.

Flexibility

- Enabling and implementing legislation should allow use of revenue for all facilities of Carson City’s defined roadway system.

- Enabling and implementing legislation should allow use of revenue for all activities including construction, reconstruction, system renewal, system preservation, etc.

Ease of adjusting rates

- Enabling and implementing legislation should include provisions to set/adjust fee rates annually based upon current needs, costs, and revenues from other sources, as well as impacts of federal/state/local mandates.
- Similar to sewer and water rates, periodic Rate Studies may be required.

Administrative Efficiency

- Essential data for administering such a program appears to exist, e.g., land use and ownership for all tracts, utility billing addresses, etc. New administrative procedures and processes would need to be developed for a RUF program.
- Information on trip generation by land use category is available from ITE trip generation studies.
- Billing and collections could piggyback on the property tax collection and utility billing processes.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- According to the USDOT, more than 25 road utility fees/transportation utility fees are currently in-place in communities across the county including in Washington, Colorado, Texas, Oregon, Idaho, Utah, Missouri, and Florida.
- Experience from other jurisdictions appears to indicate that a fee levied on responsible parties, such as property tenants, instead of just property owners is viewed more favorably.

Bond Potential

- Enabling and implementing legislation should include authority to issue bonds and to pledge RUF revenue to service bond debt.

Other Issues

- As a new mechanism, it is likely that a RUF could face legal challenges. There is a body of relevant case law that should be closely studied in developing the enabling and implementing language for this new mechanism.

Vehicle Miles Traveled (VMT) Fee

Description of mechanism: Seek new legislation specifically authorizing the implementation of local VMT fees that would be dedicated to defraying the costs of the City’s roadway system and appurtenances including construction, reconstruction, system renewal system preservation, etc. Fees would be charged for all light duty vehicles (LDVs) registered in Carson City based on odometer readings using a “low-cost/low tech” system.

Legislative Authority

- No legislative authority currently exists that specifically enables the implementation of a VMT fee dedicated to defraying the cost of the roadway system and appurtenances.
- Main elements of enabling legislation could include:
 - Authority for the governing bodies of counties to impose a VMT fee for specific classes of motor vehicles without a vote of the people.
 - Authority of governing body to designate which classes of vehicles registered within the county would pay a VMT fee in lieu of local motor vehicle fuel taxes; any classes of vehicles not

designated to pay VMT fees or vehicles not registered within the county would still be required to pay local motor vehicle fuel taxes.

- Vehicles subject to the International Fuel Tax Agreement (IFTA), which governs large diesel-powered vehicles engaged in interstate commerce, would not be included in any VMT fee program.
- Fees would be charged to owners of vehicles of the designated classes registered within the county based upon the miles driven by the vehicle. These miles would be calculated using odometer readings submitted to the DMV at the time of registration.
- Included vehicles would be given a credit against VMT fees based upon the estimated gallons of fuel consumed for the miles driven and the current local motor vehicle fuel tax rate.
- Requirement to establish physical, condition, and performance standards for the roadway system as the method to determine costs and revenue needs.
- Provisions to set and/or adjust fee rates annually based upon needs, current costs, and revenues from other sources.
- Provisions to allow a component of the VMT fee for the reduction and elimination of backlogged repair and maintenance.
- Ability to use VMT fee revenues for debt service.

Revenue Potential

- Assumptions:
 - VMT fee charged initially only on light-duty-vehicles (LDVs) registered in Carson City.
 - LDVs typically comprise about 93% of the vehicle fleet and account for about 89% of total VMT.
 - LDVs included in the VMT Fee program would not pay local option fuel taxes.
- A per mile fee of about \$0.01 - \$0.015 would be about enough to offset the loss in revenue from local option fuel taxes not paid by vehicles enrolled in the VMT fee program.
- A per mile rate of \$0.025-\$0.03 could gross an estimated \$8-\$10 million annually. After deducting for the local option fuel taxes that would not be paid by vehicles enrolled in the VMT fee program, the estimated gross new revenue could be about \$4-\$6 million annually.

Reliability

- Trip generation is relatively inelastic to changing economic conditions so revenue from this source would be largely immune from typical short-term economic cycles.
- Unusual, longer-term economic cycles in which roadway travel is significantly depressed could result in more severe revenue impacts.

Sustainability

- Enabling and implementing language need to allow the annual adjustment of the VMT fee rate to account for inflation.
- This mechanism would be immune from the impacts of increasing fleet vehicle fuel economy, including the impact of all electric vehicles which currently pay no fuel taxes, since the fee is levied on miles driven not vehicle fuel type or efficiency.
- Local option fuel tax rates should also be periodically adjusted to ensure that vehicles not within the VMT fee program are paying an equitable share for road use.

Equity

- Socio-economic equity:

- Studies have indicated that lower-income individuals tend to drive older, less fuel-efficient vehicles while persons with high-incomes tend to drive newer, more fuel-efficient vehicles. If this is also true in Carson City, a VMT fee could improve the current greater burden being borne by low-income drivers.
- Resident versus business equity:
 - All vehicles of the same class included in the VMT fee system and registered in the county would pay the same rate per mile driven.
 - Presumably, businesses would pass on the additional costs in what they charge for goods and services.
 - Non-resident vehicles and resident vehicles of classes not included in the VMT fee program that fuel in Carson City would continue to pay for the use of the road system though fuel taxes.

Flexibility

- Enabling and implementing legislation should allow use of VMT fee revenue for all facilities of the defined roadway system.
- Enabling and implementing legislation should allow use of VMT fee revenue for all activities including construction, reconstruction, system renewal, system preservation, etc.

Ease of adjusting rates

- Enabling and implementing legislation should include provisions to set/adjust VMT fee rates annually based upon changes in such things as travel demand, federal/state/local funding, and new federal/state/local mandates which increase or decrease the amount of revenue needed for the roadway system.

Administrative Efficiency

- Essential data for administering such a program appears to exist, e.g., vehicle ownership and location of registration, annual miles driven.
- Vehicles in Nevada are registered when ownership changes or annually. When this process occurs, DMV collects the appropriate registration fees. Piggybacking the billing and collection of VMT fees on the largely automated DMV process would require relatively small investments for set up and annual costs. Transactions costs should be negligible with automation.
- The VMT Fee system described assumes a “low-cost/low-tech” approach which would require only periodic odometer readings with no new technology required for vehicle owners.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- According to national surveys conducted in 2020 by the Mineta Transportation Institute, about half of US adults support a VMT Fee (a.k.a. mileage-based-user fee) of some type.

Bond Potential

- Enabling and implementing legislation should include authority to issue bonds and to pledge VMT fee revenue to service bond debt.

Other issues

- As a new mechanism, it is likely that a VMT fee could face legal challenges.

Transportation Sales Tax (NRS 377A)

Description of mechanism: Using NRS 377A, impose an additional quarter cent sales tax upon all retailers in the business of selling tangible personal property, for the purpose of construction, maintenance, and repair of public roads.

Legislative Authority

- NRS 377A.020(1)(a) authorizes all counties to impose a tax for the construction, maintenance, and repair of public roads, by ordinance and voter approval (NRS 377A.030(2)).
- NRS 377A.030(1)(b) states such a tax would be a Sales and Use tax of up to 0.5%.
- Carson City has already enacted (1987) a transportation sales tax authorized by this statute of 0.25%. (Carson City municipal code, Chapter 21.04.20) meaning that 0.25% is still available.

Revenue Potential

- Per the FY 2020 Comprehensive Annual Financial Report (CAFR), the existing 0.25% levy under NRS 377A generated \$3,220,089 in FY 2020.

Reliability

- This mechanism can be subject to the cyclical economy, especially extended periods of recession.
- While this mechanism can be impacted by poor economic conditions, for the period FY2015 through FY2020, revenue from this source has grown at an average of about 8% annually.

Sustainability

- Since a sales tax is based upon the cost of taxable goods and services, revenue from this source would adjust with general inflation.
- This mechanism would be immune from the impacts of increasing fleet vehicle fuel economy since it is not a tax on motor fuels.

Equity

- Socio-economic equity:
 - General sales taxes are generally considered regressive, affecting lower-income individuals disproportionately.
 - Impacts to lower income groups may be minimal given the small tax increment of 0.25%.
- Resident versus business equity:
 - Ultimately, sales and use taxes are passed on to the end consumer so the burden of this tax would be borne by resident and non-resident consumers.
 - Non-residents doing business in Carson City would presumably share some of the burden through what they pay when purchasing goods and services.

Flexibility

- NRS 377A.014 allows revenues to be used on all facilities of Carson City's defined roadway system.
- Proceeds from this tax could also be used for transit; the portion of tax for this purpose would have to be identified in the ballot question.
- NRS 377A.014 allows revenues to be used for all activities on Carson City's defined roadway system, e.g., construction, reconstruction, system renewal, system preservation, etc.
- If changes in travel demand, changes in other federal/state/local funding, or new federal/state/local mandates increase roadway system needs, the current maximum tax rate of 0.5% could not be changed without action by the state legislature.
- NRS 377A.110 allows the BOS to reduce the transportation tax rate to meet reduced roadway system needs unless this would impair outstanding bonds.

- If the tax rate approved by the voters is under the amount authorized by statute, increasing the rate would require voter approval.

Administrative Efficiency

- Carson City and the State already have agreements in place for collection of sales and use taxes so the incremental additional cost would presumably be in accordance with the current agreements.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- Carson City voters approved a 0.25% tax for public roads in 1986 by a 52% vote.
- Carson City voters approved a 0.125% sales tax for the V&T railroad in 2006.
- The Carson City BOS approved a 0.125% sales tax for infrastructure pursuant to NRS 377B in 2014. Imposing this tax required a 2/3 vote by the BOS. A portion of the proceeds from this tax were used to fund street improvements.

Bond Potential

- NRS 377A.090(3) gives authority to issue bonds and to pledge transportation tax revenue to service bond debt.

Other Issues

- None

Supplemental Governmental Services Tax (NRS 371)

Description of mechanism: As authorized by NRS 371, impose a Supplemental Governmental Services Tax for defraying the costs of the roadway system including construction, reconstruction, system renewal, system preservation, etc. The Supplemental Governmental Services Tax is calculated on the valuation of each vehicle based in Carson City with some minor exceptions. Tax is collected by DMV at first registration and with subsequent annual registrations.

Legislative Authority

- NRS 371.045(1) authorizes imposition of this tax by counties with a population of less than 100,000 and more than 700,000 with at a rate of not more than one cent on each one dollar of valuation of a vehicle with approval of voters.
- NRS 371.045(5) requires proceeds to be used for construction and maintenance of streets, sidewalks, etc.
- NRS 371.043 allows counties with population of 100,000 or more but less than 700,000 (Washoe County) to impose a Supplemental Governmental Services Tax without voter approval.

Revenue Potential

- A 1% Supplemental Government Services Tax would generate an estimated \$1-\$2 million annually for Carson City.
- For example, a new car with a valuation of \$25,000 would generate a supplemental tax of \$250, for the first year.

Reliability

- This mechanism would be largely immune from typical short-term economic cycles.
- If during extended periods of recession new car purchases are significantly reduced, the impacts on revenue from this source could be significant.

Sustainability

- This mechanism would adjust indirectly to inflation as the cost of new vehicles entering the fleet increases over time. Such adjustments may or may not be sufficient to keep up with inflation in road system costs.
- This mechanism would be immune from the impacts of increasing vehicle fuel economy since it is unrelated to the sale of motor vehicle fuels.

Equity

- Socio-economic equity:
 - The tax rate would vary based on the value of the vehicle and is not directly tied to income.
 - The relatively small annual amount of this tax may make the regressivity a less significant issue.
- Resident versus business equity:
 - Vehicles owned by businesses and residents would be taxed at the same rate.
 - Presumably, Carson businesses would pass on the additional costs in what they charge for goods and services.
 - Non-residents doing business in Carson City would presumably share some of the burden indirectly through what they pay when purchasing goods and services.

Flexibility

- NRS 371.045(5)(a) allows revenues to be used on all facilities of Carson City's defined roadway system.
- NRS 371.045(5)(a) specifically cites "construction" and "maintenance". While reconstruction, system renewal, system preservation, etc. are not specifically mentioned, use for these purposes would be consistent with the intent of the statute.

Ease of adjusting rates

- There is no provision in the statute for adjusting the tax rate to accommodate increases/decreases in roadway program needs due to changes in travel demand, federal/state/local funding, or new federal state/local mandates.

Administrative Efficiency

- The DMV already collects the Basic Governmental Services Tax with vehicle registration so there would be no significant additional administrative complexity.
- Collection costs should be similar and proportionate to the costs for collecting the Basic Governmental Services Tax which is 6% of revenue.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- The Supplemental Governmental Services Tax is currently collected in 2 counties: Clark with voter approval, and Churchill without voter approval as a fair-share revenue make-up provision.

Bond Potential

- NRS 371.045(5)(b) authorizes the use of proceeds for debt service on bonds and other obligations.

Other Issues

- Since the tax is based on vehicle valuation, public reception may not support funding on sidewalk and other non-motorized infrastructure.

Property Tax Override (NRS 354)

Description of mechanism: Using NRS 354.5982, impose a new increment of property tax dedicated to transportation that exceeds the current State limitation on year-over-year property tax revenue. While there are still increments of property tax available under the statutory caps, without such an override current limits on the year-over-year increases in property tax revenue severely limit the amount of revenue that can be realized.

Legislative Authority

- NRS 354.5982 authorizes county to levy additional property taxes that would generate revenue that exceeds the revenue limitations of NRS 354.59811.
- While such a tax increment is exempt from the revenue limitations, the total combined tax rate cannot exceed the NRS 361.453 limitations of \$3.64 per \$100 of assessed valuation.
- Requires a vote of the people.

Revenue Potential

- Per the FY 2020 CAFR, the combined property tax rate for Carson City is currently \$3.57 per \$100.
- A property tax override, even with the exemption from the year-over-year revenue caps would reportedly not raise significant revenue.

Reliability

- This mechanism would be largely immune from typical short-term economic cycles.
- If during extended periods of recession property values are significantly reduced, the impacts on revenue from this source could also be significant.

Sustainability

- Property tax is based upon property values which tend to increase over time, typically adjusting with the general inflation.
- This mechanism would be immune from the impacts of increasing vehicle fuel economy since it is not a tax on motor fuels.
- Duration of the tax levy must not exceed 30 years.

Equity

- Socio-economic equity:
 - Property taxes are generally considered regressive, affecting lower-income individuals disproportionately.
 - Impacts to lower income groups may be minimal given the small tax increment.
- Resident versus business equity:
 - Ultimately, property taxes on businesses and rental property are passed on to the end consumer so the burden of this tax would be borne by resident and non-resident consumers.
 - Non-residents doing business in Carson City would presumably share some of the burden through what they pay when purchasing goods and services.

Flexibility

- NRS 354.5982(1) appears to allow revenues to be used on all facilities of Carson City's defined roadway system provided these are identified in the ballot question.
- NRS 354.5982(1) allows revenues to be used for all activities of Carson City's defined roadway system, e.g., construction, reconstruction, system renewal, system preservation, etc.
- Proceeds from this tax could also be used for transit if identified as one of the uses in the ballot question.

Ease of adjusting rates

- There is no provision to increase the additional property tax rate outside of the statutory \$3.64 cap to address changes in travel demand, increases/decreases in federal/state/local funding, or new federal/state/local mandates. Increasing this authorized rate would require action by the state legislature.
- If the tax increase approved by the voters is reduced by the BOS prior to its expiration due to changes that decrease the cost of the roadway system, it could not subsequently be increased unless approved again by the voters.

Administrative Efficiency

- Carson City and the State already have agreements in place for collection of property taxes so the incremental additional cost would presumably be in accordance with the current agreements.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- City of Reno voters approved an override for streets in 1993, and then again in 2004.

Bond Potential

- Authority exists to issue bonds and to pledge property tax revenues to service bond debt.
- Per NRS 354.5982(1), this type of levy may not exceed 30 years; a 30-year term is very suitable for long-term debt.

Other Issues

- The City of Reno introduced SB73 in the 81st session (2021) of the legislature which included provisions to ask voters to increase property taxes outside the current \$3.64 cap and the 6% increase in year-over-year property tax revenue. The bill did not pass. In the future, Carson City could pursue similar relief for this mechanism which could increase the revenue potential.

Fuel Tax Indexing (NRS 373)

Description of mechanism: NRS 373 has a number of provisions authorizing the indexing of motor vehicle fuel taxes. Carson City is currently authorized to index under the provisions of NRS 373.065, but this is not recommended given significant restrictions including: indexing is only allowed based on local option gas taxes not all gas taxes (i.e., federal and state); indexing does not apply to special fuels taxes at any level (federal/state/local); inflationary adjustments are based upon the Consumer Price Index which is inappropriate for reflecting inflation in roadway costs; and indexing must be reapproved by the voters at least every eight years. Indexing under NRS 373.066 would provide much greater revenue and flexibility as it addresses many of the deficiencies of indexing under NRS 373.065, but it is currently available only to counties with population of 100,000 to 700,000. Indexing under NRS 373.0663, which is currently available only to Clark County, is less flexible than NRS 373.066. However, NRS 373.0663 did set a precedent whereby indexing could be implemented for an initial 3-year period by the BOS without a vote of the people, but required voter approval after the initial 3-year period to be continued. If Carson City would like to pursue motor vehicle fuel indexing, it would be advisable to pursue a change to NRS to make it eligible to index under NRS 373.066. Carson City might also want to consider provisions to allow indexing to be implemented by the BOS without a vote of the people for an initial 3-year period followed by voter approval to be continued as was done in Clark County.

Legislative Authority

- New/amended legislative language would be required to allow Carson City to index similar to NRS 373.066 (currently available only to Washoe County). Voter approval is expected to be required by the legislature consistent with past practice.

Revenue Potential

- Indexing is meant to recover the loss in purchasing power from existing motor vehicle fuel revenues due to inflation; if there is no inflation, there is no additional revenue.
- In FY 2021, the 10-year rolling average Producer Price Index used to adjust the indexed fuel tax rate was 2.10%. If indexing had been implemented in 2021 at this rate to recover the purchasing power on all motor vehicle fuel taxes (federal, state, and local) and all types of motor vehicle fuels (gasoline, diesel, and other special fuels), the estimated first year revenue is about \$600,000-\$700,000. Longer-term projections of revenue from indexed fuel taxes would need to consider both inflation as well as the impacts of increasing fleet fuel economy.
- This funding mechanism will not solely solve the funding shortfall.

Reliability

- This mechanism has shown itself to be largely immune from typical short-term economic cycles since the demand for motor fuels is relatively inelastic.
- With unusual events that significantly reduce vehicle travel such as the COVID 19 pandemic, impacts to revenue could be severe.

Sustainability

- This mechanism addresses the impact of inflation on motor vehicle fuel tax revenues automatically.
- This mechanism does not address the impacts of increasing vehicle fuel economy; real dollar collections per mile driven will continue to decline a fuel economy improves.

Equity

- Socio-economic equity:
 - Fuel taxes, including indexed fuel taxes, are regressive.
 - The relatively small annual impacts that indexing has on fuel prices may make the regressivity an insignificant issue.
 - Increases in state and federal minimum wage rates could offset the regressivity of indexing.
- Resident versus business equity:
 - Both residents and businesses would be subjected to increased fuel costs if there is inflation in roadway costs.
 - Presumably, businesses would pass on the additional costs from indexing in what they charge for goods and services to both residents and non-residents.
 - Non-residents purchasing fuel in Carson City would pay the indexed taxes.

Flexibility

- NRS 373 allows revenues to be used on all facilities of Carson City's defined roadway system.
- NRS 373 allows revenues to be used for all activities on Carson City's defined roadway system, e.g., construction, reconstruction, system renewal, system preservation, etc.

Ease of adjusting rates

- Indexed fuel tax rates do not adjust to changing travel demand and patterns; revenues from indexed fuel taxes could decline with decreased travel demand.

- Indexed fuel tax rates could be adjusted downward if federal/state/local funding increases but could not be adjusted upward to account for decreases in funding from these other sources.
- If federal/state/local mandates increase the costs of the City’s roadway system, indexed fuel tax rates could not be adjusted to raise revenue to cover these additional costs.

Administrative Efficiency

- The Nevada Department of Motor Vehicles (DMV) is well versed in administering indexed fuel taxes. The DMV costs for administering indexed fuel taxes are reasonable.
- Carson City Public Works already undertakes the planning, programming, budgeting, and execution of roadway projects, as well as routine operations and maintenance.

Public Support Potential

- Washoe County voters approved indexing in 2004 and an expansion of indexing in 2008. The Clark County Commission approved indexing for a three-year period beginning in 2014. In Nov 2016, Clark county voters approved continuing indexing. These successes were preceded by very extensive public outreach and education efforts over several years.
- Carson City voters failed to approve indexing fuel taxes in 2016 with 65% voting “no”.

Bond Potential

- NRS 373 gives authority to issue bonds and to pledge assessment revenue to service bond debt.

Other Issues

- None

Conclusions

It is apparent that a number of options for raising additional revenue for the roadway system are available to Carson City. Table 1 below summarizes the illustrative revenues and rates for the mechanisms discussed in this report. Some of these mechanisms, such as the Transportation Sales Tax and Supplemental Governmental Services Tax, are relatively straight forward in that they would require no new legislation but would require voter approval. A significant disadvantage of both of these revenue mechanisms is that they are taxes with a fixed rate which gives virtually no flexibility to adjust the amounts collected to meet the evolving needs of the community.

If the objective for Carson City is to solve the roadway funding gap with a sustainable, long-term solution, creation of a Road Utility Fee could be a promising mechanism. The primary disadvantage of pursuing a Road Utility Fee is that it would require new enabling legislation by the state that could take several years to obtain. An alternative, that has many of the positive attributes of a Road Utility Fee but would not need new enabling legislation and thus could be implemented more quickly, could be to create a General Improvement District (GID) for roadway improvements under the authority of NRS 318.

Table 1: Illustrative rates and revenues				
Potential funding mechanisms		Illustrative rate	Potential gross first year revenue	Notes
	General Improvement District	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Assessment against property; statute may allow fee to be charged to "responsible parties" (i.e., parties having control of the premises.)
	Program of local improvements	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Assessment against property.
	Road Utility Fee	\$10/month per residential unit Avg. \$125/month for comm/indus establishment	\$5-\$6 million	1. Based upon trip generation by land use category. 2. Charged against "responsible parties" (i.e., parties having control of the premises.)
	VMT Fee	\$.025-\$.03/VMT	\$4-\$6 million	1. Assumes only LDVs registered in Carson City. 2. Vehicles subject to VMT Fee would pay no local fuel tax; revenue estimate is net of lost fuel tax revenue. 3. Assumes "low-cost/low-tech" odometer based program.
	Transportation sales tax	0.25%	\$3.2 million	1. Revenue estimate based on existing sales tax revenue.
	Supplemental Governmental Services Tax	1% of assessed vehicle valuation	\$1-\$2 million	1. Tax calculated and collected with initial registration and annual renewals based on depreciated value of vehicle.
	Property tax override	Revenue potential reported to be extremely low.		1. Subject to total rate cap of \$3.64 per \$100 of value. 2. Exempt from year-over-year revenue cap.
	Fuel tax indexing	2.1% annual inflation adjustment	\$600,000-\$700,000 first year	1. Assumes indexing on all motor vehicle fuel taxes (gas, diesel, etc.) in Carson City at all levels (federal, state, local). 2. Longer-term projections of revenue from indexing would need to address increasing fleet economy. 3. If there is no inflation, revenue will not increase.

In order to identify the “best” funding mechanism(s) for Carson City, it is essential that the political leadership reach consensus early in the process on the objectives they are trying to accomplish, as well as a framework for evaluating and ranking potential mechanisms. In establishing clear objectives, one could consider whether

there is a desire to find a comprehensive solution or a partial solution to the funding shortfalls. If a partial solution is the objective, it should be explicitly discussed which roadway elements and activities would see investments with the new revenue, and what would be the resulting outcomes in terms of roadway system condition and performance. Objectives could also legitimately incorporate social and economic factors, urgency for additional investment, public sensitivities, etc.

Once clear objectives have been established, consensus should be sought on a process for evaluating potential mechanisms. Typically, this involves establishing evaluation criteria and criteria weighting, mechanisms for soliciting funding ideas and feedback, public outreach, etc. This report has identified a number of possible evaluation criteria. While many of these may be suitable to Carson City, they should be refined to provide proper assessment of the ability of a potential funding mechanism to meet the objectives established by political leadership. In so far as discussion and consensus on objectives and the evaluation process can be reached at the front end, this will facilitate a more efficient process with fewer chances of missteps.

Ancillary Considerations

There are a number of issues that should be considered in tandem with the pursuit of additional roadway funding:

Investment in the roadway system has significant local benefits. Most successful efforts to gain public support for sustainable transportation funding identify a near-term list of priority projects and services in which the new revenue will be invested, while noting that investment will continue beyond these initial needs. Carson City has used this approach in its previous successes to increase sales taxes for transportation and infrastructure funding. In addition to the direct transportation benefits, many find it compelling that the majority of money used for building, preserving, maintaining and operating the roadway system is typically spent locally, creating and sustaining well-paying jobs. As this money further circulates through the local economy, the benefits are multiplied. In the immediate future, increasing levels of investment in the roadway system could also help in the community's economic recovery from the impacts of COVID-19.

Local money means local control. The funding mechanisms contemplated generate revenue at the local level. This means that the amount of money diverted to higher levels of government is minimized and economic efficiency is increased. In addition, local money means local control over where and how this money is invested.

Understanding public perception and awareness. Despite our best efforts, we often have a poor understanding of public perception and awareness on a particular issue. Comments from the folks attending meetings, emailing, or tweeting may not represent how the overall public feels. Scientific polling and analysis have been instrumental in many recent successful initiatives to increase transportation funding. Typically, these efforts include polls to establish a baseline including such things as: *Does the public think there is a problem? What do they think is causing it? How important is this issue compared to other community needs?* This baseline with proper demographic cross tabulations can inform an efficient and effective public outreach program to build consensus around transportation funding initiatives.

Implementing new funding sources for the roadway system will not be easy. Every one of the mechanisms considered will require one or more of the following: action by the BOS, new or amended legislation by the state legislature, or a vote of the people. Obtaining sufficient consensus and political will in the applicable venues will be critical to any chance of success.

Expect legal challenges. Given the fact that some of the mechanisms use existing legislation in new ways or they are based on new or amended legislation, there is a high probability that there could be resistance and legal challenges. The BOS must be prepared for this if they are to be ultimately successful.

Comprehensive standards are critical. It is important that Carson City can document, quantify, and explain the level of investments that are necessary to have an efficient, safe, and reliable roadway system. Carson City Public Works currently uses pavement management software to forecast long-term pavement needs. Pavement surveys are typically completed every three years. Carson City's Pavement Management Plan establishes current pavement conditions and performance standards goals for regional roads and local roads. Regional roads are roads that are classified as arterial and collector roadways. The Pavement Management Plan documents baseline conditions, allowing the City to monitor pavement conditions over time. Additionally, a Carson City Pavement Analysis Report has been completed to estimate the cost of the system. In addition to pavements, comprehensive standards for the condition of appurtenant roadway features such as traffic signals, striping, signing, guardrails, sidewalks, curbs, and roadway drainage, as well as activities such as sweeping and plowing should be established and performance tracked. These, coupled with the pavement management system, provide the tools to comprehensively understand the costs and needs of the City's roadway system.

Differentiating between backlog and "steady state" needs can be helpful. It is apparent that there is a considerable quantity of streets, sidewalks, and appurtenant items that are in poor condition. This backlog has built up over decades due in part to the burden that Carson City took on when it merged with Ormsby County followed by decades of underinvestment. It may facilitate the conversation about roadway funding to separately identify and differentiate this backlog from the "steady state" levels of investment that would be necessary to keep the system functioning once the physical, condition, and performance standards are achieved.

Dependence on fuel taxes as primary source of road revenue. The motor vehicle fuel tax system that has been the mainstay of collecting revenue to build, operate, and maintain our streets and highways in the United States is becoming increasingly unsustainable. Increasing vehicle fuel economy, expanded use of alternative fuels including all electric vehicles, and inflation severely erode the revenue being collected for each mile driven. For example, based upon mandated improvements in fuel economy, without an increase in state gas tax rates, Nevada will be collecting approximately 55 percent less from this source for each mile driven in 2030 than was collected in 2008. The aggregate loss in revenue to the State Highway Fund from 2018 through 2030 is estimated at \$1.6 billion. This loss is in nominal dollar terms and does not include the decline in purchasing power of the revenue collected due to inflation. Similar losses will occur at all levels of government with the status quo. Lower federal and state revenues mean that fewer dollars from these sources are available for investment in municipalities. While improved fuel economy and the increased use of alternative fuels serve our vital national interests by reducing pollution, mitigating climate change, and reducing our dependence on foreign oil, the resultant decline in fuel tax revenue impedes our ability to effectively maintain and improve the condition and performance of our road system. If adequate funding sources are not identified and allocated, the deterioration of our streets and highways will continue to accelerate and undermine our economic competitiveness, prosperity, and quality-of-life.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Chris Martinovich, Transportation / Traffic Engineer

Agenda Title: For Possible Action - Discussion and possible action regarding a presentation of 30% design concepts for the Colorado Street Corridor Project (“Project”) located between S. Carson Street and Saliman Road and soliciting input from RTC before Project is advanced to 60% design concepts.

Staff Summary: Staff have developed 30% design concepts for the Project which runs between S. Carson Street and Saliman Road. Staff will present the design concepts that have been developed based on prior input and direction from the public and the RTC. The presentation will also provide the overall status of the design improvements planned for the Project.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

Depends on discussion.

Background/Issues & Analysis

At the February 10, 2021 RTC meeting, staff presented a summary of the public outreach efforts to date for the Project. Key findings from the public outreach effort are summarized in the table below.

Potential Design Improvements	Results Summarized
Enhanced Pedestrian Crossings and Connectivity	78% - 83% of Liked or Liked Moderately
Enhanced Street Lighting	88% - 90% of Liked or Liked Moderately
Bulb-Outs	56% - 74% Disliked or Disliked Moderately
Reducing Travel Lane Widths	52% - 67% Disliked or Disliked Moderately
Center Median	Mixed results between online survey and paper mailer -Online Survey: 54% Liked or Liked Moderately -Paper Mailer: 62% Disliked or Disliked Moderately
Buffered Bike Lanes	76% - 79% Liked or Liked Moderately

The RTC also provided input and direction to staff regarding the Project. This input included:

- Construction of a center median may not be practicable because of access restrictions, but the issue of speeding and truck traffic are concerns. A center median may help reduce speeds.
- Reduced or narrowed lane widths are supported since they help to reduce speeding.
- Curb bulb-outs, whether physical or painted, improve pedestrian safety and have been successful in other areas.

Design concepts have been developed for the corridor using a combination of the input collected from the public and the RTC. Staff have reviewed possible ways to incorporate pedestrian crossing and connectivity enhancements and add buffered bike lanes as elements into the design. Staff will present these design concepts which include curb, gutter, and sidewalk improvements; buffered bike lanes; narrowed lane widths; enhanced pedestrian crosswalk locations; and small median islands.

Based on additional input from the RTC, staff plan to finalize the design concept for the corridor and advance the design to 60%. The corridor design will be a balance between the input provided, the known corridor needs, and the available funding. This balanced approach will be necessary to distribute the limited funding to the identified needs. These funding limitations mean that certain Project elements or segments may be limited, or reduced, to the areas of most critical need to stretch funding resources and provide benefit to a variety of users.

The total available funding for the Project is \$2,308,875 and includes Surface Transportation Block Grant funding, Community Development Block Grant funding, local V&T Infrastructure funding, and local Water Utility funding.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

N/A

Supporting Material

-Exhibit-1: Colorado Street 30% Design Concept

Board Action Taken:

Motion: _____

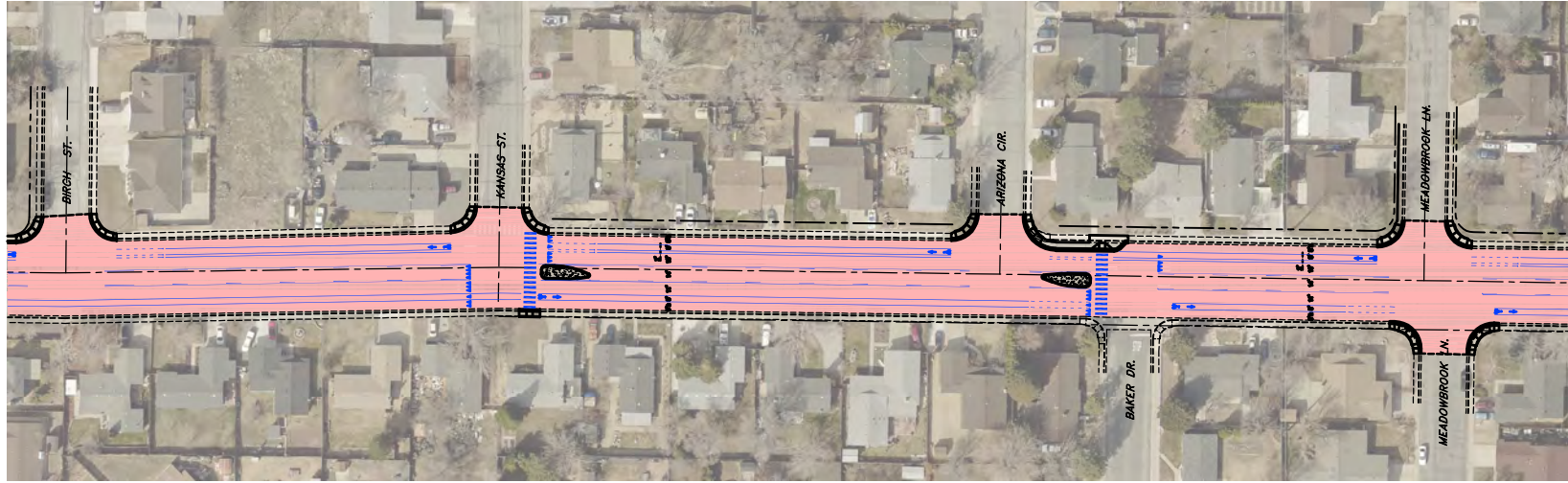
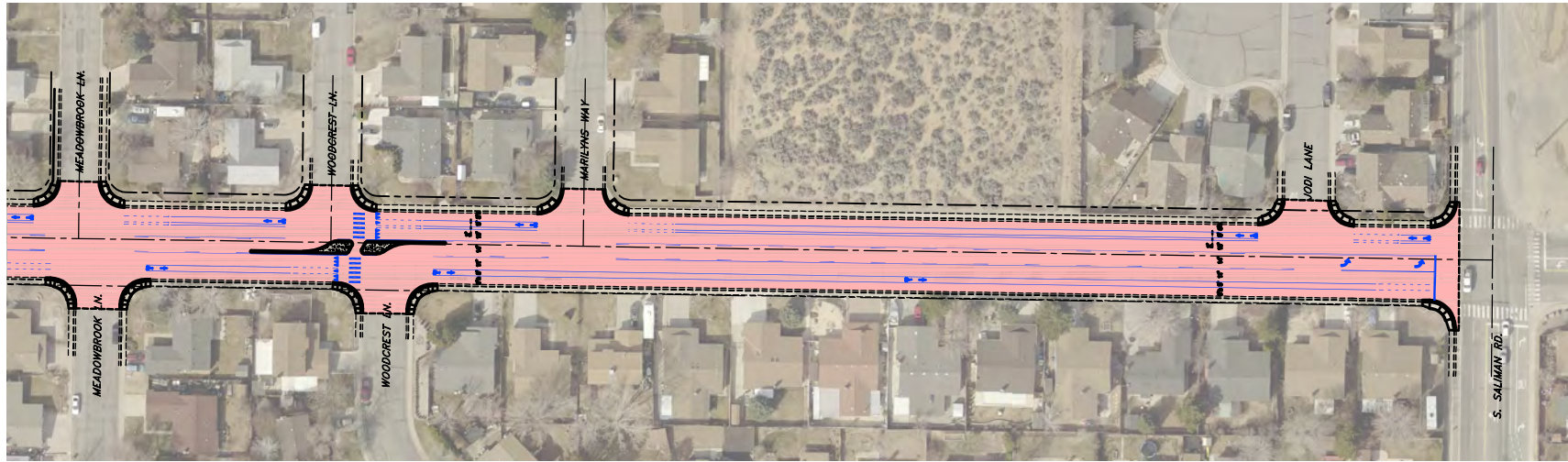
1) _____

Aye/Nay

2) _____

(Vote Recorded By)

V:\CADD\2020\20200801\20200801-Colorado Street Improvement\20200801\20200801.dwg, 10:48:58 AM, 6/7/21



LEGEND:

- FULL DEPTH RECONSTRUCTION
- PAVEMENT PATCH



DESIGNED BY: XXX
 DRAWN BY: XXX
 CHECKED BY: XXX
 DATE: 6/7/21
 SCALE (HORIZ): 1"=150'
 SCALE (VERT): 1"=30'
 PLOT DATE: 6/7/21

**CARSON CITY
 PUBLIC WORKS DEPARTMENT**
 3505 BUTTE WAY CARSON CITY, NEVADA 89701
 PH: 867-2385 FAX: 867-2112

REV.	DATE	DESCRIPTION	BY	APP'D

**COLORADO STREET
 CDBG PAVEMENT IMPROVEMENT PROJECT**
 PROJECT NO. F503521001
30% DESIGN CONCEPT

SHEET
 0.2
 OF
 *



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Contract 20300359 for Farr West Engineering to perform civil engineering services for the Roop Street Rehabilitation Project (“Project”) for a total not to exceed amount of \$84,127, through December 31, 2022, to be funded from the V&T Infrastructure Capital Improvements account.

Staff Summary: The Project is a pavement reconstruction project in Performance District 2 and includes roadway reconstruction between E. 5th Street and Musser Street. The Project also includes sanitary sewer replacement within the Project limits. Farr West Engineering will assist Carson City staff by completing the civil engineering design plans for the Project. The design is anticipated to take approximately nine months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the contract as presented.

Background/Issues & Analysis

The Project covers roadway reconstruction between E. 5th Street and Musser Street including pavement reconstruction and new curb, gutter, and sidewalk along portions of the road. The Project also includes replacement of sanitary sewer services within the project limits. Right-of-way research, project survey, and a geotechnical analysis were completed during the spring of 2021.

Farr West Engineering was selected for this Project using Carson City’s Transportation Engineering Qualified Consultant List 2020-2022. Farr West Engineering will be completing roadway design and sanitary sewer design. Farr West will also provide limited support during bidding and construction by assisting the City with answering questions related to the design. The design is anticipated to be completed in early 2022 with construction planned to begin in spring 2022.

This contract is being funded using V&T Infrastructure funds. Wastewater Utility funds will be used to fund a future material testing contract to ensure a proportional distribution of funding across the project scope.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270; NRS Ch. 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name / number: Project P303519009, V&T Infrastructure Fund, Capital Improvements account / 2535005-507010

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

If approved, the above account will have a net decrease of \$84,127. The current available Project budget is \$558,079 for Design and Construction.

Alternatives

Do not approve the contract and provide alternative direction to staff.

Supporting Material

-Exhibit 1: Contract No. 20300359

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

THIS CONTRACT is made and entered into this 9th day of June 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Farr West Engineering, hereinafter referred to as “**CONSULTANT**”.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT’S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300359** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Regional Transportation Commission, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on June 14, 2021, subject to Regional Transportation Commission approval (anticipated to be June 9, 2021) and ends on December 30, 2022, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

4.2 Notice to **CONSULTANT** shall be addressed to:

Brent Farr, Principal
Farr West Engineering
5510 Longley Lane
Reno, NV 89511
775-851-4788
brent@farrwestengineering.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Eighty Four Thousand One Hundred Twenty Seven Dollars and 00/100 (\$84,127.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300359

Title: Roop Street Reconstruction from 5th to Musser Design

with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 2535005-507010
Project# P303519009

By: _____

Dated _____

PROJECT CONTACT PERSON:

Michael Friend, Project Manager
Telephone: 775-283-7713

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT
BY: Brent Farr
TITLE: Principal
FIRM: Farr West Engineering
CARSON CITY BUSINESS LICENSE #: BL-
Address: 5510 Longley Lane
City: Reno **State:** NV **Zip Code:** 89511
Telephone: 775-851-4788
E-mail Address: brent@farrwestengineering.com

(Signature of Consultant)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 20300359
Title: Roop Street Reconstruction from 5th to Musser Design

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 9, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300359**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

Lori Bagwell, MAYOR, CHAIRPERSON

DATED this 9th day of June 2021.

ATTEST:

Aubrey Rowlatt, CLERK-RECORDER

DATED this 9th day of June 2021.

Carson City Public Works

Roop Street Reconstruction from 5th to Musser

INTRODUCTION

The Carson City Public Works Department (Carson City) requested a Scope of Work from Farr West Engineering (Farr West) to provide engineering services for a sewer, street, and sidewalk replacement along Roop Street from 5th to Musser. The total project length is approximately 1,200 feet. Carson City also requested a limited schedule of construction services for the project.

A primary objective for this project is to replace the failing roadway. The roadway failure is a result of poor-quality base and subbase material, as detailed in a report by Black Eagle Consulting, Inc dated August 15, 2019. Either a new aggregate base or a recycled roadway base rehabilitation approach may be selected. A new sidewalk set back from the street by a parkway strip will be constructed along a portion of the west side of the project. A replacement of a portion of the existing sidewalk along the east side of the street will be designed and may be replaced as a bid alternate, as funding allows. The sewer main is expected to be replaced with 8-inch PVC SDR35 pipe along with the manholes, service connections, and conflicting utilities as needed for constructability. Farr West does not plan to use subconsultants for this project.

The phase and task breakdown for the project is designated as follows:

Design Services

- Task 1 – Project Management
- Task 2 – Utility Data Collection and Survey Dips
- Task 3 – Engineering Design
- Task 4 – Pre-Construction and Construction Services

DESIGN SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project status updates and invoicing. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Conducting a project kick-off meeting with Farr West and Carson City staff.
- Team coordination, including conference calls, meetings with Carson City, and internal meetings.

- Monitoring changes to the scope, budget, or schedule and developing change management strategies with Carson City.

Deliverables

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.
- A 16-month project duration is assumed.

Task 2 – Utility Data Collection and Survey Dips

Objective

Procure data on buried pipes to aid engineering design.

Approach

- File a USA Design Inquiry Request.
- Communicate with other utility companies known to operate in the area to obtain information on the locations of buried gas, electric, fiber optic, telephone, and other utilities.
- Communicate with Carson City to obtain known locations of and information on existing water, sewer, and storm drain utilities, including videos of sewer mains. GIS or AutoCAD formats preferred.
- Existing manholes, catch basins and valves will be dipped to establish vertical profiles for existing utilities. Approximate orientations, sizes, and materials of connecting pipes will be noted along with photographs.
- Utility potholing is not proposed at this time but may be required if conflicts are found.

Deliverables

The following will be delivered under this task:

- Information will be recorded and entered into the AutoCAD Civil 3D Base Map with the previously produced Topo Survey to assist engineering design and creation of preliminary plans.
- Survey dips of storm and sewer manholes and valve nuts be recorded on dip sheets and entered into the AutoCAD Civil 3D model to assist engineering design.

Assumptions

The following assumptions apply:

- Up to 40 drop inlets, manholes, and valve nuts must be dipped to complete the project survey.

Task 3 – Engineering Roadway and Surface Design***Objective***

To develop an engineering design, plan sheets, specifications, and opinion of probable construction costs for the road and sidewalk replacement and surface restoration.

Approach

This task will include the following activities:

- Conflicts between the proposed work and existing utilities will be identified, noted and addressed in the design plans. Areas of uncertainty of existing utility locations will be identified.
- Engineering staff will visit the site to observe site conditions, familiarize themselves with the project area, and look for any project-relevant information previously unrecorded.
- Review provided Geotechnical Report and other information provided.
- Design roadway, sidewalk area, pedestrian ramps, and other improvements.
- ADA standards will be integrated into sidewalks and street crossings.
- Prepare 50%, 90%, and 100% plan sheets for the project. Incorporate Carson City input into the drawings at each level. Final plan sheets will be stamped by a Civil Engineer licensed in Nevada.
 - 3 or 4 general sheets, which include the cover sheet, vicinity map and sheet index; general notes; material specifications, abbreviations and legend; and key map and project control.
 - 3 or 4 roadway and sidewalk replacement sheets.
 - 1 or 2 general detail sheets.
- Technical specifications and Section 8 of Carson City’s standard specifications at the 90% and 100% level, with the engineer’s stamp on the cover sheet of the final specifications.
- Engineer’s opinion of probable costs at the 50%, 90% and 100% level.
- Provide in-house quality control and assurance review of plans and specifications by other engineers at each milestone, and particularly at 100%.

Deliverables

The following deliverables will be submitted under this task:

- 50% design drawings and engineer’s opinion of probable costs in pdf format.
- 90% design drawings, technical specifications, and engineer’s opinion of probable costs in pdf format.
- 100% design drawings, technical specifications, and engineer’s opinion of probable costs in pdf format. Plans and technical specifications will include electronic stamp and signature for use in bidding.

- An AutoCAD 2018 electronic transmittal that contains supporting files, including plot files, shape files, fonts, and reference files, all done per Carson City AutoCAD standards; an electronic Word file of the specifications.

Assumptions

The following assumptions apply:

- Carson City will provide review comments on the 50% and 90% preliminary design within 4 weeks of submission.
- The plans and specifications will follow Carson City and Orange Book standards.
- Carson City will provide the front-end bid document section, compile the bid package, and advertise the project.

Task 4. Engineering Sanitary Sewer Design

Objective

To develop an engineering design, plan sheets, specifications, and opinion of probable construction costs for the sewer replacement project.

Approach

This task will include the following activities:

- Conflicts between the proposed work and existing utilities will be identified, noted and addressed in the design plans. Areas of uncertainty of existing utility locations will be identified. This effort will include coordinating with utility owner representatives to locate and verify the utility locations in the field if needed.
- Design sewer replacement, and replacements of conflicting utilities or structures if needed to for sewer reconstruction.
- Prepare 50%, 90%, and 100% plan sheets for the project. Incorporate Carson City input into the drawings at each level. Final plan sheets will be stamped by a Civil Engineer licensed in Nevada.
 - Up to 1 general sheet specific to sewer replacement.
 - 3 plan and profile sheets of sewer main improvements (1"=20' scale horizontal and 1"=5' vertical).
 - 1 or 2 general detail sheets.
- Technical specifications and Section 8 of Carson City's standard specifications at the 90% and 100% level, with the engineer's stamp on the cover sheet of the final specifications.
- Engineer's opinion of probable costs at the 50%, 90% and 100% level.
- Provide in-house quality control and assurance review of plans and specifications by other engineers at each milestone, and particularly at 100%.

Deliverables

The following deliverables will be submitted under this task:

- 50% design drawings in pdf format.
- 90% design drawings and technical specifications in pdf format.
- 100% design drawings and technical specifications in pdf format. Plans and technical specifications will include electronic stamp and signature for use in bidding.
- An AutoCAD 2018 electronic transmittal that contains supporting files, including plot files, shape files, fonts, and reference files, all done per Carson City AutoCAD standards; an electronic Word file of the specifications.

Assumptions

The following assumptions apply:

- Carson City will provide review comments on the 50% and 90% preliminary design within 4 weeks of submission.
- The plans and specifications will follow Carson City and Orange Book standards.
- Carson City will provide the front-end bid document section, compile the bid package, and advertise the project.
- Carson City will coordinate potholing of utilities needing further verification, if required.
- The site visit, kickoff meeting, specifications (excluding sewer technical specifications), opinion of probable cost, and general plan sheets will be included in the budget for roadway design.
- Roadway, sidewalk, pedestrian ramps, and other surface restoration design resulting from sewer improvements will be entirely included within Task 3 – Engineering Roadway and Surface Design.

Task 5 – Pre-Construction and Construction Services

Objective

Assist Carson City during the project’s bidding and construction phase by providing engineering and administrative support.

Approach

The following activities will be performed as part of this task:

- Assist Carson City in responding to bid questions, bid RFIs, and create addenda.
- Prepare conformed plans and specifications for use during construction that incorporate addendums issued during bidding.
- Attend Pre-Construction Conference.
- Prepare and distribute up to two Change Orders (if deemed necessary). This will include providing modified design if required.
- Assist Carson City with construction related issues. Review and respond to applicable Contractor’s Requests for Information (RFIs). This assumes 1 hr/week of phone calls and email correspondence for 12 weeks, time for RFI’s, and up to two site visits.

Deliverables

The following deliverables will be submitted under this task:

- Electronic copies of responses to product submittals and cut sheets review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.

Assumptions

The following assumptions apply:

- Carson City will post the project in a bid room and manage the documents; and will advertise the project in area newspapers.
- There will be no pre-bid meeting.
- Change orders which affect the scope of work may require additional payment.
- The Carson City construction manager will host the preconstruction meeting and prepare the agenda; Farr West will attend.
- Carson City will provide site inspection services, review Contractor submittals, provide material testing services, provide record drawings, and hold regular construction meetings without the Engineer.
- Carson City staff will provide final approval on all submittals, RFI responses, and Change Orders.
- Carson City staff will be responsible for Contractor coordination related to field activities including water service and connection activities, valve operation, customer notifications and work scheduling.
- Carson City staff will be responsible for all other administrative and construction management tasks not specifically listed above.
- Construction is assumed to be 90 calendar days (3 months) to reach substantial completion.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.

**EXHIBIT B
SCHEDULE**

Notice to Proceed:	June 2021
Base & Utility Map Completion:	August 2021
50% Design Completion:	September 2021
90% Design Completion:	November 2021
100% Design Completion:	January 2021
Bid Set Delivery:	January 2022
Bid/Awarding Activities:	February 2022 – March 2022
Construction Duration:	April 2022 – July 2022
Project Close Out:	September 2022

**EXHIBIT C
BUDGET**

Task 1	Project Management	\$8,388
Task 2	Utility Data Collection and Survey Dips	\$11,380
Task 3	Engineering Roadway and Surface Design	\$35,584
Task 4	Engineering Sanitary Sewer Design	\$19,550
Task 4	Pre-Construction and Construction Services	\$9,225
	TOTAL:	\$84,127

**EXHIBIT D
ENGINEER'S RATE SCHEDULE**

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$168	Building Inspector II	\$70
Senior Engineer II	\$158	Building Inspector I	\$65
Senior Engineer	\$148	Designer III	\$118
Engineer IV	\$138	Designer II	\$108
Engineer III	\$128	Designer I	\$98
Engineer II	\$118	GIS Analyst II	\$135
Engineer I	\$108	GIS Analyst I	\$120
Engineer in Training II	\$98	GIS Specialist	\$98
Engineer in Training I	\$90	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$115	Water Rights Specialist II	\$125
Hydrogeologist I	\$95	Water Rights Specialist I	\$110
Electrical Engineer	\$150	Water Rights Technician III	\$98
Construction Inspector III	\$110	Water Rights Technician II	\$90
Construction Inspector II	\$103	Water Rights Technician I	\$75
Construction Inspector I	\$95	Regulatory & Env. Specialist	\$95
Project Assistant	\$90	Professional Surveyor	\$135
Admin IV	\$95	Survey Technician II	\$95
Admin III	\$85	Survey Technician I	\$78
Admin II	\$75	1 Man Survey Crew	\$135
Admin I	\$60	2 Man Survey Crew	\$180
Intern	\$45	3 Man Survey Crew	\$250
		Utility Operator	\$118

Other Fees and Charges:

1. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
2. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.

**Carson City
Roop Street Reconstruction from 5th to Musser
Engineering Fee Estimate**

Exhibit A

TASKS	Rate (\$/hr)	Principal Civil Engineer -	Senior Engineer II -	Engineer III -	Engineer in Training II -	Administrator IV -	Designer I -	Professional Surveyor -	2 Man Survey Crew	Total Labor		Expenses (a)	Subconsultant #1	TOTAL
		\$172	\$165	\$130	\$100	\$100	\$100	\$140	\$220	Hours	(\$)	(\$)	(\$)	(\$)
1.0 Project Management														
Project Coordination and Management		4	4	32						40	\$5,508			\$5,508
Monthly Reports/Progress Billings				16		8				24	\$2,880			\$2,880
Subtotal		4	4	48		8				64	\$8,388			\$8,388
2.0 Utility Data Collection and Survey Dips														
Preliminary Design/Data Collection				16	48					64	\$6,880			\$6,880
Survey Crews								7	16	23	\$4,500			\$4,500
Subtotal				16	48			7	16	87	\$11,380			\$11,380
3.0 Road and Surface Design														
Site Visit / Kickoff Meeting			6	6	6					18	\$2,370			\$2,370
Incorporate Carson City CAD Standards				3	3		6			12	\$1,290			\$1,290
50% Design Drawings, Opinion of Probable Cost				40	60					100	\$11,200			\$11,200
90% Design Drawings, Technical Specifications, Opinion of Probable Cost			3	40	60					103	\$11,695			\$11,695
100% Design Drawings, Technical Specifications, Opinion of Probable Cost			3	40	20					63	\$7,695			\$7,695
Quality Assurance/Quality Control		2	6							8	\$1,334			\$1,334
Subtotal		2	18	129	149		6			304	\$35,584			\$35,584
4.0 Sewer Design														
Site Visit / Kickoff Meeting														
Incorporate Carson City CAD Standards				1	1		2			4	\$430			\$430
50% Design Drawings, Opinion of Probable Cost				20	40					60	\$6,600			\$6,600
90% Design Drawings, Technical Specifications, Opinion of Probable Cost			2	20	40					62	\$6,930			\$6,930
100% Design Drawings, Technical Specifications, Opinion of Probable Cost			2	20	20					42	\$4,930			\$4,930
Quality Assurance/Quality Control			4							4	\$660			\$660
Subtotal			8	61	101		2			172	\$19,550			\$19,550
5.0 Pre-Construction and Construction Services														
RFI's, Questions During Bidding, Addenda			4	8	12					24	\$2,900			\$2,900
Attend Pre-Construction Meeting			3	3						6	\$885			\$885
Conformed Documents				2	6					8	\$860			\$860
Change Orders During Construction			2	4	4					10	\$1,250			\$1,250
Ongoing RFI's and questions during construction			2	20	4					26	\$3,330			\$3,330
Subtotal			11	37	26					74	\$9,225			\$9,225
TOTAL		6	41	291	324	8	8	7	16	701	\$84,127			\$ 84,127



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that SNC Nevada Construction, Inc. (“SNC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Clear Creek Road Pavement Preservation Project (“Project”) and to award Contract No. 20300336 for the Project to SNC for a total not to exceed amount of \$111,107.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes applying a Type 3-Modified Rapid Setting Slurry Seal on Old Clear Creek Road between U.S. Highway 395 and Vista Grande Boulevard, and on Vista Grande Boulevard between Old Clear Creek Road and the Douglas County line. The construction contract is the for the base bid of \$101,007, plus a 10% contingency amount of \$10,100.70. The engineer’s estimate was \$110,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

This is a pavement preservation project on Old Clear Creek Road west of U.S. Highway 395 and on Vista Grande Boulevard between Old Clear Creek Road and the country line between Douglas County and Carson City. The Project includes pavement patching, application of a Type 3-Modified Rapid Setting Slurry Seal treatment, and signing and striping updates. The Project is located within Performance District 3.

Notice to Contractors was published in the Reno Gazette Journal on May 4, 2021. Two bids were opened at approximately 11:30 am on May 25, 2021, via online Cisco Webex bid opening. Present during the bid opening were: Brittney McVay, SNC; Wes Sosa, Intermountain Slurry Seal, Inc.; Nicholas C., VSS International, Inc.; Brian Elder, Carson City Public Works and Carol Akers, Carson City Purchasing and Contracts Administrator.

<u>Name of Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Sierra Nevada Construction, Inc.	\$101,007	
Intermountain Slurry Seal, Inc.	\$156,156	

Staff recommends award to SNC as the lowest responsive and responsible bidder pursuant to NRS Ch. 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Ch. 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Projects #P303521005, Regional Transportation fund, Capital Projects – Construction account / 2503035-507010

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Projects – Construction account / 2503035-507010 will be reduced by \$111,107.70, current available budget is \$145,215.

Alternatives

Do not approve the contract and provide alternate direction to staff.

Supporting Material

- Exhibit-1: 20300336 Bid Tabulation Report
- Exhibit-2: 20300336 Draft Contract No.

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362

Notice to Contractors Bid# 20300336 Clear Creek Rd. Pavement Preservation Project

Date and Time of Opening: May 25, 2021 @ 11:30am

Description			Bidder # 1		Bidder # 2		
			Sierra Nevada Construction, Inc.		Intermountain Slurry Seal, Inc.		
BONDING Provided, \$, %, or no			5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		
Description	Unit of Measure	Quantity	Unit Cost	Total price	Unit Cost	Total price	
Base Bid Items - Schedule A							
1	Mobilization, Demobilization and Clean-Up	LS	1	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
2	Traffic Control	LS	1	\$21,799.40	\$21,799.40	\$34,027.00	\$34,027.00
3	Remove Existing AC Pavement and Construct Permanent Patching	SF	1,210	\$15.00	\$18,150.00	\$11.80	\$14,278.00
4	Install Type 2 Object Markers	EA	2	\$150.00	\$300.00	\$205.00	\$410.00
5	Install 36" Guideposts with Reactive Spring Base	EA	6	\$150.00	\$900.00	\$205.00	\$1,230.00
6	Remove Existing Sign and Mount New Sign on Existing Sign Post	EA	7	\$125.00	\$875.00	\$225.00	\$1,575.00
7	Remove Existing Sign Post and Anchor	EA	1	\$50.00	\$50.00	\$190.00	\$190.00
8	Type 3-Modified Rapid Setting Slurry Seal	SY	16,900	\$2.50	\$42,250.00	\$4.15	\$70,135.00
9	4-inch White Skip Stripe – 7' Stripe, 21' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	655	\$0.20	\$131.00	\$1.00	\$655.00
10	4-inch Solid White Parking Striping (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,290	\$0.55	\$709.50	\$1.00	\$1,290.00
11	4-inch White Dashed Stripe – 2' Stripe, 2' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	56	\$1.00	\$56.00	\$1.00	\$56.00
12	4-inch Solid Double Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,900	\$0.85	\$1,615.00	\$1.15	\$2,185.00
13	4-inch Solid Yellow with 4-inch Broken Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,360	\$0.75	\$1,020.00	\$1.00	\$1,360.00
14	6-Inch Solid White Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	5,900	\$0.70	\$4,130.00	\$1.15	\$6,785.00
15	6-Inch White Skip Bike Lane Stripe – 2' Stripe, 3' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	500	\$0.70	\$350.00	\$1.00	\$500.00
16	8-Inch Solid White Line (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	616	\$0.85	\$523.60	\$1.25	\$770.00
17	24-Inch Solid White Cross-Walk Markings (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	280	\$3.00	\$840.00	\$8.00	\$2,240.00
18	24-Inch Solid White Stop Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	70	\$3.00	\$210.00	\$8.00	\$560.00
19	Pavement Symbol – Left/Right Turn Arrows (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	23	\$45.00	\$1,035.00	\$50.00	\$1,150.00
20	Pavement Symbol – Thru/Right Turn Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	5	\$75.00	\$375.00	\$50.00	\$250.00
21	Pavement Symbol - Merge Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	2	\$150.00	\$300.00	\$50.00	\$100.00
22	Pavement Symbol "ONLY" (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	2	\$100.00	\$200.00	\$75.00	\$150.00
23	Pavement Symbol - Bike Lane Symbol (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	14	\$150.00	\$2,100.00	50	\$700.00
24	Pavement Symbol - Shark Teeth Yield Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	10	\$20.00	\$200.00	25	\$250.00
25	Paint Curb Solid Red	LF	85	\$2.50	\$212.50	2	\$170.00
26	Paint Curb Solid Yellow	LF	70	\$2.50	\$175.00	2	\$140.00
Total Bid Price (Schedule A)				\$101,007.00		\$156,156.00	
Total Bid Price written in words? y/n			Y		Y		
Bidder Information provided? y/n			Y		Y		
Sub Contractors listed? y/n or none			Y		Y		
Bidder Pref? y/n			does not apply		does not apply		
Bid Document executed? y/n			Y		Y		
Req. Forms? y/n			Y		N		

Carson City is recommending award of the contract to Sierra Nevada Construction, Inc. and is tentatively scheduled for award at the June 9, 2021 Regional Transportation Commission meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

THIS CONTRACT made and entered into this 9th day of June 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300336**, titled **Clear Creek Road Pavement Preservation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.20300336 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://nevada.ionwave.net/PublicDetail.aspx?bidID=8699&ret=AWAR&pg=0&bidNumber=&title=&type=&org=>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kevin L. Robertson, President
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred One Thousand Seven Dollars and 00/100 (\$101,007.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. **FAIR EMPLOYMENT PRACTICES:**

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 ***In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

language between this Contract and any other agreement between CITY and CONTRACTOR on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 20300336
Project# P303521005
Account # 2503035-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7586

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002775-2020

NEVADA CONTRACTORS LICENSE #: 25565

Address: PO Box 50760

City: Sparks **State:** NV

Zip Code: 89435

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300336

Title: Clear Creek Road Pavement Preservation Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 9, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300336** and titled **Clear Creek Road Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL,
MAYOR / CHAIRPERSON

DATED this 9th day of June 2021

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 9th day of June 2021

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ (state sum in Words) _____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 20300336** and titled **Clear Creek Road Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 20300336** and titled **Clear Creek Road Pavement Preservation Project**

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	

Printed Name of Principal: _____

Attest By: _____ **(Signature of Notary)**

Subscribed and Sworn before me this **day of** **,20__**

**CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:**

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 20300336** and titled **Clear Creek Road Pavement Preservation Project** in accordance with
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of ***Five Percent of Bid*** dollars (\$***5% of Bid***) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid# **20300336**, PWP # CC-2021-294, for the Project Title: **"Clear Creek Road Pavement Preservation Project"**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: 05/10/2021

Sierra Nevada Construction, Inc.

Principal

By: *Kevin L. Robertson*

Kevin L. Robertson, President

Liberty Mutual Insurance Company

Surety

By: *Andrea Cantlon*

Andrea Cantlon, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204566 - 976312

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon, Breanna Boatright, Kevin Neal Decker, Nicholas D. Rossi, Patricia Owens, Teri L. Nowak, Teri L. Wood

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of December, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of May, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/FAX 887-2286
NOTICE TO CONTRACTORS

BID# 20300336 (PWP# CC-2021-294)
Clear Creek Rd. Pavement Preservation Project
&
BID# 20300344 (PWP# CC-2021-295)
Deer Run Rd. Pavement Preservation Project

May 24, 2021

Addendum No. 1

The City will hold the bid opening via webex meeting, the link is provided below.

Bid Opening Live Video

Bid opening will begin at **11:30am** on **May 25, 2021**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=m8d2a08ab28225c703f84509e1f5cc578>

Meeting number: 187 933 0270

Password: gxCCMv3X4w3

Join by phone +1-408-418-9388 United States Toll

Access code: 187 933 0270



BID PROPOSAL

BID# 20300336

BID TITLE: "Clear Creek Road Pavement Preservation Project"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of 1 Addendums.

BP.1 SUMMARY

	Description	Unit of Measure	Quantity	Unit Cost	Total Price
	Schedule A:			—	—
1	Mobilization, Demobilization and Clean-Up	LS	1	2,500.00	2,500.00
2	Traffic Control	LS	1	21,799.40	21,799.40
3	Remove Existing AC Pavement and Construct Permanent Pavement Patching	SF	1,210	15.00	18,150.00
4	Install Type 2 Object Markers	EA	2	150.00	300.00
5	Install 36" Guideposts with Reactive Spring Base	EA	6	150.00	900.00
6	Remove Existing Sign and Mount New Sign on Existing Sign Post	EA	7	125.00	875.00
7	Remove Existing Sign Post and Anchor	EA	1	50.00	50.00
8	Type 3-Modified Rapid Setting Slurry Seal	SY	16,900	2.50	42,250.00
9	4-inch White Skip Stripe – 7' Stripe, 21' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	655	0.20	131.00
10	4-inch Solid White Parking Striping (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,290	0.55	709.50
11	4-inch White Dashed Stripe – 2' Stripe, 2' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	56	1.00	56.00
12	4-inch Solid Double Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,900	0.85	1,615.00
13	4-inch Solid Yellow with 4-inch Broken Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	1,360	0.75	1,020.00

BID PROPOSAL

14	6-Inch Solid White Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	5,900	0.70	4,130.00
15	6-Inch White Skip Bike Lane Stripe – 2' Stripe, 3' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	500	0.70	350.00
16	8-Inch Solid White Line (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	616	0.85	523.60
17	24-Inch Solid White Cross-Walk Markings (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	280	3.00	840.00
18	24-Inch Solid White Stop Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	70	3.00	210.00
19	Pavement Symbol – Left/Right Turn Arrows (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	23	45.00	1,035.00
20	Pavement Symbol – Thru/Right Turn Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	5	75.00	375.00
21	Pavement Symbol - Merge Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	2	150.00	300.00
21	Pavement Symbol "ONLY" (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	2	100.00	200.00
23	Pavement Symbol - Bike Lane Symbol (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	14	150.00	2,100.00
24	Pavement Symbol - Shark Teeth Yield Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	10	20.00	200.00
25	Paint Curb Solid Red	LF	85	2.50	212.50
26	Paint Curb Solid Yellow	LF	70	2.50	175.00
BP.2				Total Base Bid Price (Schedule A)	
				101,007.00	

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

One hundred one thousand seven dollars and no cents

BID PROPOSAL

BP.4 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No.:	88-0245093
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title:	Kevin L. Robertson/President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/21
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	BL-002775-2020
Date Issued:	1/1/21
Date of Expiration:	12/31/21
Name of Licensee:	Sierra Nevada Construction, Inc.

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:
Individual and/or Partnership:

Owner 1) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions <i>see attached</i>	Years With Firm
Name 1)	

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)

Sierra Nevada Construction, Inc.
 PO Box 50760
 Sparks, NV 89435
 775-355-0420

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator, Senior Vice-President - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager, Vice-President
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Senior Vice-President
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

Company Name 3): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
City of Sparks	2019 Street Preventative Maintenance	\$ 354,007.00	Chip Seal/Micro-Surfacing	12/01/19	Bob Schrickner	775-691-4573	P.O. Box 857, Sparks, NV 89432
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Nguyentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Nevada Department of Transportation	NDOT 3785 Washoe Slurry	\$ 534,007.00	Slurry Seal	11/01/19	Gary Seimi	775-834-8300	310 Galletti Way, Reno, NV 89431
Douglas County	2019 Road Seal	\$ 589,441.60	Chip Seal/Slurry Seal	11/01/19	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Aggregate Industries	Tweezer Road	\$ 657,007.00	Chip Seal	10/01/19	Phil Langager	702-649-6250	4675 W. Teco Avenue, Suite 140, Las Vegas, NV 89118
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Nevada Department of Transportation	NDOT 3761 Churchill	\$ 244,007.00	Slurry Seal	09/01/19	Gary Seimi	775-834-8300	310 Galletti Way, Reno, NV 89431
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Lander County	2019 Micro Slurry	\$ 239,007.00	Slurry Seal	09/01/19	Bert Ramos	775-635-2885	50 State Route 305, Battle Mountain, NV 89820
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGIID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proj	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yoltan	530-964-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$ 1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street, Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Res	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$ 605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County 2014-15 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$ 518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks 4th Street CDBG Curb, Gutter & Ped	\$ 304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$ 616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$ 900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$ 1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$ 3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$ 2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$ 3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$ 1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$ 1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$ 1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$ 1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$ 1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$ 7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$ 1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$ 542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$ 244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Nye County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$ 8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-888-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$ 6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$ 3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE


Exhibit A

Miles Construction	Eagle Valley Middle School - Miles Const.	\$ 941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	08/31/12	Michael Hollrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$ 167,007.00	Street Reconstruction/Cattleguard	07/31/12	Marlene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	07/30/12	Bob Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weiermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Boricatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$ 1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$ 1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpemickel	\$ 9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$ 1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

BID PROPOSAL

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official

 Kevin L. Robertson

 Printed Name

President

 Title

 May 25, 2021

 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2019	0.62	2.04
2020	0.77	0.91

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. **Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor NONE	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor NONE	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor NONE	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 20300336, Project Name "Clear Creek Road Pavement Preservation Project", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: Kevin L. Robertson Title: President

Signature: [Handwritten Signature] Date: May 25, 2021

Signed and sworn to (or affirmed) before me on this 25th day of May, 2021,

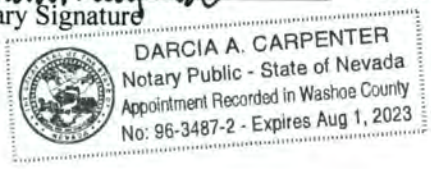
by Kevin L. Robertson (name of person making statement).

State of Nevada)

)ss.

County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
 2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-27-0032**

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0025565** ORIGINAL ISSUE DATE: **07/05/1988** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2020** AND EXPIRES ON **JULY 31, 2021** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 7/21/2020
 NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
 FOR MARGI GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Clear Creek Road Pavement Preservation Project**", contract number **20300336**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

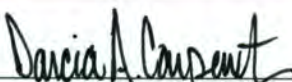
PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz

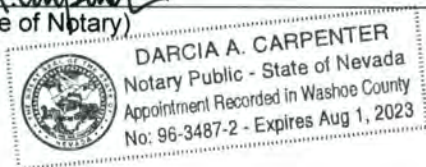

(Signature of Bidder)

DATED: May 25, 2021

Signed and sworn (or affirmed) before me on this 25th day of May, 2021, by

Kevin L. Robertson


(Signature of Notary)



(Notary Stamp)

CONFIRMATION OF PREVAILING WAGES USED IN BID
ATTACHEMENT A - STATE PREVAILING WAGE RATES **Exhibit A**

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2021 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2020

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021*

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance.

[AIR BALANCE TECHNICIAN](#)
[ALARM INSTALLER](#)
[BOILERMAKER](#)
[BRICKLAYER](#)
[CARPENTER](#)
[CEMENT MASON](#)
[ELECTRICIAN-COMMUNICATION TECH.](#)
[ELECTRICIAN-LINE](#)
[ELECTRICIAN-NEON SIGN](#)
[ELECTRICIAN-WIREMAN](#)
[ELEVATOR CONSTRUCTOR](#)
[FENCE ERECTOR](#)
[FLAGPERSON](#)
[FLOOR COVERER](#)
[GLAZIER](#)
[HIGHWAY STRIPER](#)
[HOD CARRIER-BRICK MASON](#)
[HOD CARRIER-PLASTERER TENDER](#)
[IRON WORKER](#)
[LABORER](#)
[LUBRICATION AND SERVICE ENGINEER](#)
[\(MOBILE AND GREASE RACK\)](#)

[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)
[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL](#)
[FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIIVER](#)
[PAINTER](#)
[PILEDRIIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER \(Does not include sheet metal roofs\)](#)
[SHEET METAL WORKER](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)

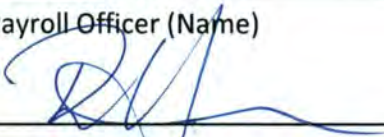
Certification of Authorization and Understanding

Project Name: Clear Creek Road Pavement Preservation Project

Project Number: P303521005

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Rachael Hunter
Payroll Officer (Name)


Payroll Officer (Signature)

Sierra Nevada Construction, Inc.
(Name of Contractor/Subcontractor)

By 
(Owner's Signature)

Kevin L. Robertson, President
(Title)

25565
(Contractor/Subcontractor License Number)

May 25, 2021
(Date)

Conflict of Interest Disclosure Form

Date: May 25, 2021

Project: P303521005

Title: Clear Creek Road Pavement Preservation Project

Name: Kevin L. Robertson

Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: May 25, 2021

Work Experience

Justin Tenpenny, Construction Manager

Washoe County Public Works Engineering Division 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contact – Megan Sizelove
1001 East Ninth Street
Reno, NV 89502
775-328-2316

Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

Contact – Scott Gibson/Doug Maloy
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
775-348-0171

City of Reno Preventative Maintenance 2018, 2019, 2020

Performed Rapid Set Slurry Seal

Contact – Terri Martinetti
City of Reno
One East First Street
Reno, NV 89501
775-334-2148

Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Dustin Homan
Lyon Co. Public Works
34 Lakes Blvd
Dayton, NV 89403
775-463-6551 ext 1223

City of Fernley PMP Maintenance Project 2016, 2018, 2019, 2020

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Jessica Dover
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
775-784-9919

**REGIONAL TRANSPORTATION COMMISSION***Metropolitan Planning · Public Transportation & Operations · Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

April 2, 2021

To Whom it May Concern:

Sierra Nevada Construction has applied micro-surfacing for the RTC's Preventive Maintenance for several years of this annual program including 2018 through 2020. This program is robust with a \$6m annual budget that covers 150 lane miles of higher volume arterials and collectors throughout our region. Justin Tenpenny has been the Construction Manager completing projects on time and within budget.

RTC requires a more bicycle friendly modified Type III aggregate for use with RTE emulsions. Aggregate and emulsion materials used on the projects are monitored closely and met specifications as required by the RTC contracts. All materials were ordered and delivered on time in order to meet the weekly work schedules. SNC keeps Stockpile areas neat and free of debris, and BMPs are used appropriately.

Because project roads are often high volume arterials with signalized intersections, traffic control is very important and SNC provides experienced crews that are capable of managing these challenges. Public outreach and notifications are critical, and SNC's attention to this has been outstanding. Whether responding to questions about the type of work they were performing or meeting the demands of those with special needs, Sierra Nevada Construction crews are responsive and courteous to residents and drivers.

Sierra Nevada Construction has performed very well for us and have always provided consistent, high quality work. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Gibson", with a long horizontal flourish extending to the right.

Scott Gibson P.E.
Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way Suite 108
Reno, NV 89502
(775) 335-1874

Project Workforce Checklist

Contract No.: _____ Project Name: _____

Contractor/Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cement Mason (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Laborer , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

Refrigeration	Yes	No	N/A	Exhibit A	
	Yes	No	N/A	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	Yes	No
Sheet Metal Worker , can also include air balance technician.	Yes	No	N/A	Yes	No
Soils and Materials Tester , includes certified soil tester	Yes	No	N/A	Yes	No
Sprinkler Fitter	Yes	No	N/A	Yes	No
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No	N/A	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A	Yes	No
Truck Driver	Yes	No	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: _____

Name and Title: _____

Date: _____

Contractor Name: _____

This page intentionally left blank.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Deer Run Road Pavement Preservation Project (“Project”) and to award Contract No. 20300344 for the Project to SNC for a total not to exceed amount of \$210,107.70 to be funded from the Regional Transportation Fund.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project which includes applying a Type 3-Modified Rapid Setting Slurry Seal on Deer Run Road between U.S. Highway 50 and Sedge Road. The contract is the for the base bid of \$191,007, plus a 10% contingency amount of \$19,100.70. The engineer’s estimate was \$210,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

This is a pavement preservation project on Deer Run Road between U.S. Highway 50 and Sedge Road in east Carson City. The Project includes pavement patching, application of a Type 3-Modified Slurry Seal treatment, and signing and striping updates. The Project is located within Performance District 3.

Notice to Contractors was published in the Reno Gazette Journal on May 4, 2021. Three bids were opened at approximately 11:30 am on May 25, 2021, via online Cisco Webex bid opening. Present during the bid opening were: Brittney McVay, SNC; Wes Sosa, Intermountain Slurry Seal, Inc.; Nicholas C., VSS International, Inc.; Brian Elder, Carson City Public Works and Carol Akers, Carson City Purchasing and Contracts Administrator.

Name of Bidder

Sierra Nevada Construction, Inc.
VSS International, Inc.
Intermountain Slurry Seal, Inc.

Base Bid

\$191,007
\$210,006
\$291,291

Staff recommends award to SNC as the lowest responsive and responsible bidder pursuant to NRS Ch. 338.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Project #P303521004, Regional Transportation fund, Capital Projects – Construction account / 2503035-507010

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, the Regional Transportation fund, Capital Projects – Construction account / 2503035-507010 will be reduced by \$210,107.70, current available budget is \$246,188.

Alternatives

-Do not approve the contract and provide alternate direction to staff.

Supporting Material

-Exhibit-1: 20300344 Bid Tabulation Report

-Exhibit-2: 20300344 Draft Contract

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362

Carol Akers, Cakers@carson.org

Notice to Contractors Bid# 20300344 Deer Run Rd. Pavement Preservation Project

Date and Time of Opening: May 25, 2021 @ 11:30am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Sierra Nevada Construction, Inc.		VSS International, Inc.		Intermountain Slurry Seal, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Unit of Measure	Quantity	Unit Cost	Total price	Unit Cost	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	LS	1	\$5,000.00	\$5,000.00	\$17,916.65	\$17,916.65	\$25,000.00	\$25,000.00
2	Traffic Control	LS	1	\$22,037.00	\$22,037.00	\$19,000.00	\$19,000.00	\$36,049.30	\$36,049.30
3	Remove Existing AC Pavement and Construct Permanent Pavement Patching	SF	2,500	\$17.00	\$42,500.00	\$13.13	\$32,825.00	\$12.00	\$30,000.00
4	Install New Signpost	EA	3	\$550.00	\$1,650.00	\$262.50	\$787.50	\$350.00	\$1,050.00
5	Remove Existing Sign and Mount New Sign on Existing Signpost	EA	4	\$125.00	\$500.00	\$210.00	\$840.00	\$250.00	\$1,000.00
6	Remove Existing Sign, Post and Anchor	EA	1	\$50.00	\$50.00	\$131.25	\$131.25	\$150.00	\$150.00
7	Type 3-Modified Rapid Setting Slurry Seal	SY	46,900	\$2.00	\$93,800.00	\$2.45	\$114,905.00	\$3.60	\$168,840.00
8	4-inch Yellow Skip Stripe – 7" Stripe, 21' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	2,750	\$0.20	\$550.00	\$0.21	\$577.50	\$0.32	\$880.00
9	4-inch Solid Double Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	7,350	\$0.60	\$4,410.00	\$0.47	\$3,454.50	\$0.52	\$3,822.00
10	4-inch Solid Yellow with 4-inch Broken Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	4,420	\$0.50	\$2,210.00	\$0.37	\$1,635.40	\$0.43	\$1,900.60
11	6-Inch Solid White Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	26,300	\$0.40	\$10,520.00	\$0.37	\$9,731.00	\$0.46	\$12,098.00
12	6-Inch White Skip Bike Lane Stripe – 2' Stripe, 3' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	400	\$0.40	\$160.00	\$0.26	\$104.00	\$0.33	\$132.00
13	8-Inch Solid White Line (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	580	\$0.75	\$435.00	\$0.47	\$272.60	\$0.52	\$301.60
14	24-Inch Solid White Cross-Walk (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	80	\$3.00	\$240.00	\$7.88	\$630.40	\$8.25	\$660.00
15	24-Inch Solid White Stop Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	LF	30	\$3.00	\$90.00	\$3.94	\$118.20	\$8.25	\$247.50
16	Pavement Symbol – Left/Right Turn Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	17	\$40.00	\$680.00	\$68.25	\$1,160.25	\$90.00	\$1,530.00
17	Pavement Symbol – Bike Lane Symbol (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	EA	11	\$125.00	\$1,375.00	\$36.75	\$404.25	\$80.00	\$880.00
18	Install 48" Tall (Short Squeezed) Flexible White Guide Post with 2 High Intensity White Reflectors and Driveable Base. (Impact Recovery Systems or Approved Equal)	EA	30	\$160.00	\$4,800.00	\$183.75	\$5,512.50	\$225.00	\$6,750.00
Total Bid Price (Schedule A)				\$191,007.00		\$210,006.00		\$291,291.00	
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				Y		Y		Y	
Bidder Pref? y/n				does not apply		does not apply		does not apply	
Bid Document executed? y/n				Y		Y		Y	
Req. Forms? y/n				Y		N		N	

Carson City is recommending award of the contract to Sierra Nevada Construction, Inc. and is tentatively scheduled for award at the June 9, 2021 Regional Transportation Commission meeting.

This page intentionally left blank.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

THIS CONTRACT made and entered into this 9th day of June 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300344**, titled **Deer Run Road Pavement Preservation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.20300344 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://nevada.ionwave.net/PublicDetail.aspx?bidID=8698&ret=AWAR&pg=0&bidNumber=&title=&type=&org=>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kevin L. Robertson, President
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
bids@snc.biz

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Ninety One Thousand Seven Dollars and 00/100 (\$191,007.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

**Contract# 20300344
Project# P303521004
Account # 2503035-507010**

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7586

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002775-2020

NEVADA CONTRACTORS LICENSE #: 25565

Address: PO Box 50760

City: Sparks **State:** NV

Zip Code: 89435

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300344

Title: Deer Run Road Pavement Preservation Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 9, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300344** and titled **Deer Run Road Pavement Preservation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL,
MAYOR / CHAIRPERSON

DATED this 9th day of June 2021

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 9th day of June 2021

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ (state sum in Words) _____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 20300344** and titled **Deer Run Road Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 20300344** and titled **Deer Run Road Pavement Preservation Project**

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	

Printed Name of Principal: _____

Attest By: _____ **(Signature of Notary)**

Subscribed and Sworn before me this **day of** **,20__**

**CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:**

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 20300344** and titled **Deer Run Road Pavement Preservation Project** in accordance with
drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 20300344** and titled **Deer Run Road Pavement Preservation Project**

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 20__	

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of ***Five Percent of Bid***dollars (\$ ***5% of Bid***) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **20300344**, PWP # CC-2021-295, for the Project Title: **"Deer Run Road Pavement Preservation Project"**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: 05/10/2021

Sierra Nevada Construction, Inc.

Principal

By: *Kevin L. Robertson*
Kevin L. Robertson, President

Liberty Mutual Insurance Company

Surety

By: *Andrea Cantlon*
Andrea Cantlon, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204566 - 976312

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon, Breanna Boatright, Kevin Neal Decker, Nicholas D. Rossi, Patricia Owens, Teri L. Nowak, Teri L. Wood

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of December, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of May, 2021.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/FAX 887-2286
NOTICE TO CONTRACTORS

BID# 20300336 (PWP# CC-2021-294)
Clear Creek Rd. Pavement Preservation Project
&
BID# 20300344 (PWP# CC-2021-295)
Deer Run Rd. Pavement Preservation Project

May 24, 2021

Addendum No. 1

The City will hold the bid opening via webex meeting, the link is provided below.

Bid Opening Live Video

Bid opening will begin at **11:30am** on **May 25, 2021**.

Link: <https://carsoncity.webex.com/carsoncity/j.php?MTID=m8d2a08ab28225c703f84509e1f5cc578>

Meeting number: 187 933 0270

Password: gxCCMv3X4w3

Join by phone +1-408-418-9388 United States Toll

Access code: 187 933 0270



BID PROPOSAL

BID# 20300344

BID TITLE: "Deer Run Road Pavement Preservation Project"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS**.

BIDDER acknowledges receipt of 1 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:			—	—
1	Mobilization, Demobilization and Clean-Up	1	LS	5,000.00	5,000.00
2	Traffic Control	1	LS	22,037.00	22,037.00
3	Remove Existing AC Pavement and Construct Permanent Pavement Patching	2,500	SF	17.00	42,500.00
4	Install New Signpost	3	EA	550.00	1,650.00
5	Remove Existing Sign and Mount New Sign on Existing Signpost	4	EA	125.00	500.00
6	Remove Existing Sign, Post and Anchor	1	EA	50.00	50.00
7	Type 3-Modified Rapid Setting Slurry Seal	46,900	SY	2.00	93,800.00
8	4-inch Yellow Skip Stripe – 7' Stripe, 21' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	2,750	LF	0.20	550.00
9	4-inch Solid Double Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	7,350	LF	0.60	4,410.00
10	4-inch Solid Yellow with 4-inch Broken Yellow Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	4,420	LF	0.50	2,210.00
11	6-Inch Solid White Stripe (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	26,300	LF	0.40	10,520.00
12	6-Inch White Skip Bike Lane Stripe – 2' Stripe, 3' Gap (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	400	LF	0.40	160.00
13	8-Inch Solid White Line (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	580	LF	0.75	435.00
14	24-Inch Solid White Cross-Walk (Two Coats of Waterborne Paint Required on all	80	LF	3.00	240.00

BP - 2

BID PROPOSAL

Striping and Pavement Symbols)				—	—
15	24-Inch Solid White Stop Bar (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	30	LF	3.00	90.00
16	Pavement Symbol – Left/Right Turn Arrow (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	17	EA	40.00	680.00
17	Pavement Symbol – Bike Lane Symbol (Two Coats of Waterborne Paint Required on all Striping and Pavement Symbols)	11	EA	125.00	1,375.00
18	Install 48" Tall (Short Squeezed) Flexible White Guide Post with 2 High Intensity White Reflectors and Driveable Base. (Impact Recovery Systems or Approved Equal)	30	EA	160.00	4,800.00
BP.2				Total Base Bid Price (Schedule A)	
				191,007.00	

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

One hundred ninety one thousand seven dollars and zero cents

BP.4 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No.:	88-0245093
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title:	Kevin L. Robertson/President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BID PROPOSAL

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/21
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	BL-002775-2020
Date Issued:	1/1/21
Date of Expiration:	12/31/21
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	

BID PROPOSAL

Other 2) Title:	
Name:	
Corporation:	
State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
see attached	
Name 1)	

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

BID PROPOSAL

Name 6) see attached	
----------------------	--

Title 6)

(If additional space is needed, attach a separate page)

Sierra Nevada Construction, Inc.
 PO Box 50760
 Sparks, NV 89435
 775-355-0420

Name	Position	Date Started with this organization	Date started in construction	Prior positions and experience in construction
Kevin L. Robertson	President	2001	1993	Project Engineer, Project Manager, Chief Estimator, Area Manager - 8 years; \$30M to \$50M per year, President - current
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - current
Marc Markwell	Secretary/Treasurer	2012	1999	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction, CFO - current
Dan LeBlanc	Vice President of Civil Construction	2005	2003	Project Engineer, Project Manager, Estimator, Senior Vice-President - 14 years; Managed over \$150M in civil construction
Shaun Taylor	Vice President of Construction Management	2004	2004	Project Engineer, Project Manager, Estimator - 15 years; Managed over \$100M in civil construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - current
Jeremiah Merritt	Safety & Risk Director	2014	2000	Safety & Risk Manager - 19 years; Occupational Safety & Health
Mark Gordine	Vice President of Business Development	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager, Vice-President
Alex Faust	Vice President of Pavment Preservation	2002	2000	Project Engineer, Project Manager, Estimator, Senior Vice-President
Justin Tenpenny	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

Company Name 3): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	Fairview Waterline & Road Reconstruction	\$ 821,007.00	Underground Utilities/Road Reconstruction	11/19/20	Jeff Freeman	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
City of Sparks	2019 Street Preventative Maintenance	\$ 354,007.00	Chip Seal/Micro-Surfacing	12/01/19	Bob Schricker	775-691-4573	P.O. Box 857, Sparks, NV 89432
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
City of Elko	2019 Micro Slurry	\$ 404,007.00	Micro-Surfacing	12/01/19	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Ngyuentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Nevada Department of Transportation	NDOT 3777 Lyon County Slurry	\$ 951,007.00	Earthwork/Grading/AC Patch/Slurry Seal	11/01/19	Sam Thompson	775-888-1440	310 Galletti Way, Reno, NV 89431
Nevada Department of Transportation	NDOT 3785 Washoe Slurry	\$ 534,007.00	Slurry Seal	11/01/19	Gary Selmi	775-834-8300	310 Galletti Way, Reno, NV 89431
Douglas County	2019 Road Seal	\$ 589,441.60	Chip Seal/Slurry Seal	11/01/19	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Town of Gardnerville	2019 Annual Street Seal	\$ 142,007.00	Slurry Seal	10/01/19	Geoff LaCost	775-782-7134	1407 Highway 395 North, Gardnerville, NV 89410
Aggregate Industries	Tweezer Road	\$ 657,007.00	Chip Seal	10/01/19	Phil Langager	702-649-6250	4675 W. Teco Avenue, Suite 140, Las Vegas, NV 89118
Esméralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Nevada Department of Transportation	NDOT 3761 Churchill	\$ 244,007.00	Slurry Seal	09/01/19	Gary Selmi	775-834-8300	310 Galletti Way, Reno, NV 89431
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Lander County	2019 Micro Slurry	\$ 239,007.00	Slurry Seal	09/01/19	Bert Ramos	775-635-2885	50 State Route 305, Battle Mountain, NV 89820
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STM/GID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brookway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7788	1951 Idaho Street, Elko, NV 89801
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150
Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awmi Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proj	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yoltan	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	04/15/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Miles Construction	Fulcrum Sierra Feedstock Processing	\$ 1,149,304.00	Sitework	06/30/16	Jim Magrogan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$ 1,986,478.00	Sitework	06/01/16	Brett Olsen	775-327-6275	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

Washoe County	2015-2016 Slurry Seal	\$ 1,534,003.81	Asphalt Maintenance	10/15/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
United Construction	Logisticenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventiana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$ 951,361.00	Highway Reconstruct	05/22/15	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurfacing	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$ 605,833.00	Street Reconstruct	12/02/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County 2014-15 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Lyon County	Lyon County 2014 Pavement Maintenance Project	\$ 1,021,540.00	Asphalt Maintenance	09/30/14	Kelly Garcia	775-827-6111	P.O. Box 1900, Reno, NV 89505
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
City of Elko	Elko Micro Slurry Project 2014	\$ 281,618.00	Asphalt Maintenance	08/12/14	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autumn Street, Ely NV 89301
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$ 518,073.00	Street Reconstruct	07/31/14	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
City of Sparks	City of Sparks-4th Street CDBG Curb, Gutter & Ped	\$ 304,554.00	Street, Curb & Gutter Reconstruct	06/30/14	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$ 616,652.00	Waterline/Backflow Upgrade	04/14/14	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	2013 Road Maintenance Project	\$ 900,519.00	Asphalt Maintenance	01/31/14	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$ 1,830,928.00	Apron Paving & Reconstruction	11/30/13	Kevin Smith	530-587-4119	10356 Truckee Airport Road, Truckee, CA 96161
Eureka County	2013 Street Maintenance Program	\$ 3,289,708.00	Street Reconstruction	10/31/13	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Town of Truckee	Glenshire Drive Bike Lane	\$ 2,286,007.00	Street Reconstruction	10/01/13	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Lander County	Town of Austin Water Systems	\$ 3,527,007.00	Booster Pump Station	09/30/13	Louis Lani	775-964-2676	P.O. Box 144, Austin, NV 89310
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$ 1,276,007.00	Dirtwork and Road Realignment	09/30/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Regional Transportation Commission	Corrective Maintenance	\$ 1,373,007.00	Corrective Maintenance	09/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$ 1,686,007.00	Pavement Preservation	09/10/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$ 1,088,007.00	Asphalt Rubber Seal Coat	09/10/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
SMC Contracting Inc.	Sugar Bowl Academy	\$ 1,100,000.00	Sitework/Sewer	08/31/13	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$ 7,477,007.00	Asphalt Maintenance	08/31/13	Boyd Ratliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Granite Drive Reconstruct	\$ 1,785,007.00	Street Reconstruction Project	08/31/13	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
Washoe County School District	Incline High School Track	\$ 542,007.00	Running Track Reconstruct	08/26/13	Tony McMillan	775-742-4908	925 E. 9th Street, Reno, NV 8950
City of Elko	2013 Microsurfacing Project	\$ 244,663.00	Microsurfacing	08/20/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	Sutro Street Rehab	\$ 1,376,007.00	Street Reconstruct/Underground Utilities	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Nye County	New Well Facility and Transmission Main	\$ 712,007.00	New Well Facility and Transmission Main	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Preventive Maint., Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno, NV 89520
Nevada Department of Transportation	NDOT #3465 Virginia City	\$ 8,096,061.00	Street Reconstruction	05/31/13	Larry Boge	775-688-1253	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-1E0004 Squaw Valley	\$ 6,787,007.00	Road Reconstruct	11/30/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	2012 Road Rehabilitation	\$ 3,277,163.00	Street Reconstruction	10/31/12	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 I-80 Truckee	\$ 7,159,007.00	Road Reconstruction	10/19/12	Jaret Montplaisier	530-682-5837	1727 30th Street, Sacramento, CA 95816

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE


Exhibit A

Miles Construction	Eagle Valley Middle School - Miles Const.	\$ 941,482.00	Sitework	10/10/12	Stacy Reid	775-246-3722	61 Industrial Parkway, Carson City NV 89706
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$ 2,696,007.00	Asphalt Overlay	06/31/12	Michael Hollrigel	530-283-2492	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$ 1,737,007.00	Street Reconstruction	08/30/12	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$ 167,007.00	Street Reconstruction/Cattleguard	07/31/12	Martene Revera	775-843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$ 2,157,007.00	Street Reconstruction	07/30/12	Bob Schricker	775-827-6111	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$ 1,026,553.00	Asphalt Maintenance	03/14/12	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$ 1,406,481.50	Street Reconstruction	01/07/12	Brenda Lee	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Crescent Valley Water Treatment Plant	\$ 1,548,007.00	Sitework/Piping	01/01/12	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Bodie	\$ 3,586,007.00	Street Reconstruction	12/31/11	Kurt Weiermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$ 1,659,007.00	Street Reconstruction	12/22/11	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$ 957,007.00	Street Reconstruction	11/18/11	Ben Matye	530-550-9831	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$ 958,007.00	Asphalt Maintenance	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$ 1,589,007.00	Street Reconstruction	11/10/11	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$ 2,757,007.00	Street Reconstruction	10/01/11	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	Lyon County RTC Chip Slurry	\$ 1,459,007.00	Chip Seal/Slurry Seal	09/30/11	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$ 1,186,007.00	Street Reconstruction	09/20/11	Jaret Montplaisier	530-682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$ 880,561.00	Apron Paving & Reconstruction	08/31/11	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of Reno	City of Reno 2011 Unit 1	\$ 1,895,007.00	Street Reconstruction	06/01/11	Khalli Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$ 1,276,275.00	Sitework	06/01/11	Steve Bonicatto	775-852-9802	9855 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$ 1,237,007.00	Sitework/Tank/Piping	06/01/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$ 2,027,007.00	Sitework/Piping/Sewer	02/18/11	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe, CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$ 3,936,007.00	Water/Sewer/Road Reconstruction	12/01/10	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$ 8,593,007.00	Asphalt Grind and Pave	11/19/10	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$ 1,179,007.00	Road Widening	10/31/10	Jerome Tuhoiski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Reno Consolidated 10-02	\$ 1,658,007.00	Street Reconstruction	10/01/10	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$ 1,469,007.00	Street Reconstruction	09/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$ 892,007.00	Sitework/Tank/Piping	09/10/10	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	08/27/10	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$ 2,027,007.00	Asphalt Overlay	08/15/10	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$ 1,349,507.00	Street Reconstruction	06/30/10	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$ 1,248,007.00	Paving and Slurry Seal	06/01/10	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Water Tank	\$ 2,114,007.00	Sitework/Tank/Piping	12/31/09	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$ 4,634,265.00	Street Reconstruction	12/15/09	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 1,993,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Mill Street Reconstruction	\$ 1,587,867.00	Street Reconstruction	11/01/09	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3347 Pumpnickel	\$ 9,088,007.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$ 1,383,007.00	Sitework/Tank/Piping	07/01/09	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408

BID PROPOSAL

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official

 Kevin L. Robertson
 Printed Name

 President
 Title

 May 25, 2021
 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2019	0.62	2.04
2020	0.77	0.91

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal **Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
Sierra Nevada Construction, Inc.	P.O. Box 50760, Sparks, Nevada 89435	
Phone	Nevada Contractor License #	Limit of License
775-355-0420	25565	Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor	Address	
NONE		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License Unlimited
Description of work All remaining work except those not required to be listed per NRS 338.141.		
Name of Subcontractor NONE	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor NONE	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 20300344, Project Name "Deer Run Road Pavement Preservation Project", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: Kevin L. Robertson Title: President

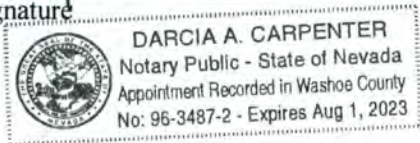
Signature: [Handwritten Signature] Date: May 25, 2021

Signed and sworn to (or affirmed) before me on this 25th day of May, 2021, by Kevin L. Robertson (name of person making statement).

State of Nevada)
)ss.

County of Washoe)

[Handwritten Signature] STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-27-0032**

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0025565** ORIGINAL ISSUE DATE: **07/05/1988** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2020** AND EXPIRES ON **JULY 31, 2021** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 7/21/2020
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Deer Run Road Pavement Preservation Project**", contract number **20300344**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

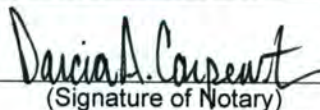
PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz



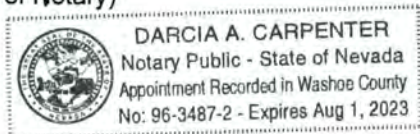
(Signature of Bidder)

DATED: May 25, 2021

Signed and sworn (or affirmed) before me on this 25th day of May, 2021, by Kevin L. Robertson.



(Signature of Notary)



(Notary Stamp)

CONFIRMATION OF PREVAILING WAGES USED IN BID

ATTACHEMENT A - STATE PREVAILING WAGE RATES

Exhibit A

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2021 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2020

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021*

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance.

[AIR BALANCE TECHNICIAN](#)
[ALARM INSTALLER](#)
[BOILERMAKER](#)
[BRICKLAYER](#)
[CARPENTER](#)
[CEMENT MASON](#)
[ELECTRICIAN-COMMUNICATION TECH.](#)
[ELECTRICIAN-LINE](#)
[ELECTRICIAN-NEON SIGN](#)
[ELECTRICIAN-WIREMAN](#)
[ELEVATOR CONSTRUCTOR](#)
[FENCE ERECTOR](#)
[FLAGPERSON](#)
[FLOOR COVERER](#)
[GLAZIER](#)
[HIGHWAY STRIPER](#)
[HOD CARRIER-BRICK MASON](#)
[HOD CARRIER-PLASTERER TENDER](#)
[IRON WORKER](#)
[LABORER](#)
[LUBRICATION AND SERVICE ENGINEER
\(MOBILE AND GREASE RACK\)](#)

[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)
[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL](#)
[FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIIVER](#)
[PAINTER](#)
[PILEDRIIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER \(Does not include sheet metal roofs\)](#)
[SHEET METAL WORKER](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)


Certification of Authorization and Understanding

Project Name: Deer Run Road Pavement Preservation Project

Project Number: P303521004

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Rachael Hunter
Payroll Officer (Name)


Payroll Officer (Signature)

Sierra Nevada Construction, Inc.
(Name of Contractor/Subcontractor)

By 
(Owner's Signature)

Kevin L. Robertson, President
(Title)

25565
(Contractor/Subcontractor License Number)

May 25, 2021
(Date)

Conflict of Interest Disclosure Form

Date: May 25, 2021

Project: P303521004

Title: Deer Run Road Pavement Preservation

Name: Kevin L. Robertson

Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: May 25, 2021

Work Experience

Justin Tenpenny, Construction Manager

Washoe County Public Works Engineering Division 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III Rapid Traffic Slurry and Smooth Top Seal.

Contact – Megan Sizelove
1001 East Ninth Street
Reno, NV 89502
775-328-2316

Regional Transportation Commission Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III Rapid Traffic Slurry and Smooth Top Seal

Contact – Scott Gibson/Doug Maloy
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
775-348-0171

City of Reno Preventative Maintenance 2018, 2019, 2020

Performed Rapid Set Slurry Seal

Contact – Terri Martinetti
City of Reno
One East First Street
Reno, NV 89501
775-334-2148

Lyon County Preventative Maintenance 2014, 2015, 2016, 2017, 2018, 2019, 2020

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Dustin Homan
Lyon Co. Public Works
34 Lakes Blvd
Dayton, NV 89403
775-463-6551 ext 1223

City of Fernley PMP Maintenance Project 2016, 2018, 2019, 2020

Performed Type III and Type II Microsurfacing Cape Seals

Contact – Jessica Dover
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
775-784-9919

**REGIONAL TRANSPORTATION COMMISSION***Metropolitan Planning · Public Transportation & Operations · Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

April 2, 2021

To Whom it May Concern:

Sierra Nevada Construction has applied micro-surfacing for the RTC's Preventive Maintenance for several years of this annual program including 2018 through 2020. This program is robust with a \$6m annual budget that covers 150 lane miles of higher volume arterials and collectors throughout our region. Justin Tenpenny has been the Construction Manager completing projects on time and within budget.

RTC requires a more bicycle friendly modified Type III aggregate for use with RTE emulsions. Aggregate and emulsion materials used on the projects are monitored closely and met specifications as required by the RTC contracts. All materials were ordered and delivered on time in order to meet the weekly work schedules. SNC keeps Stockpile areas neat and free of debris, and BMPs are used appropriately.

Because project roads are often high volume arterials with signalized intersections, traffic control is very important and SNC provides experienced crews that are capable of managing these challenges. Public outreach and notifications are critical, and SNC's attention to this has been outstanding. Whether responding to questions about the type of work they were performing or meeting the demands of those with special needs, Sierra Nevada Construction crews are responsive and courteous to residents and drivers.

Sierra Nevada Construction has performed very well for us and have always provided consistent, high quality work. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Gibson", with a long horizontal flourish extending to the right.

Scott Gibson P.E.
Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way Suite 108
Reno, NV 89502
(775) 335-1874

Project Workforce Checklist

Contract No.: _____ Project Name: _____

Contractor/Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cement Mason (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Laborer , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

Refrigeration	Yes	No	N/A	Exhibit A	
	Yes	No	N/A	Yes	No
Roofer (not sheet metal)	Yes	No	N/A	Yes	No
Sheet Metal Worker , can also include air balance technician.	Yes	No	N/A	Yes	No
Soils and Materials Tester , includes certified soil tester	Yes	No	N/A	Yes	No
Sprinkler Fitter	Yes	No	N/A	Yes	No
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No	N/A	Yes	No
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A	Yes	No
Traffic Barrier Erector (See Laborers)	Yes	No	N/A	Yes	No
Truck Driver	Yes	No	N/A	Yes	No
Well Driller (see also Operating Engineer)	Yes	No	N/A	Yes	No
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: _____

Name and Title: _____

Date: _____

Contractor Name: _____



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding potential modifications to designated truck-prohibited routes and truck route policy in Carson City and a possible recommendation to the Carson City Board of Supervisors (“Board”) to modify the existing policy through a resolution.

Staff Summary: The Board adopted a resolution designating truck-prohibited routes in Carson City in 1998. As a result of changes to the roadway network and limited enforcement capability, staff have reviewed the existing resolution and have conducted additional analysis on truck routing in Carson City and will present a summary of the findings for input from, and recommendations by, the RTC.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to support the recommendation as discussed on the record and direct staff to proceed with adoption of a resolution by the Board of Supervisors.

Background/Issues & Analysis

Carson City Municipal Code (“CCMC”) Section 10.28.180 authorizes the Board to adopt a resolution to restrict Class A, B, and C vehicle through traffic, and allows the Board to direct that specific highways, roads or portion thereof be designated as truck prohibited routes. The prohibition does not apply to school buses, garbage or refuse haulers on assigned routes, or to any restricted class vehicle which may have a local delivery or business within the restricted designation.

In December 1998, the Board approved Resolution 1998-R-64 (Exhibit-1) which prohibited the through movement of Class A, B, and C vehicles from certain streets in Carson City due to such vehicles being incompatible with the residential character of the designated streets and to promote the public safety of residents. The following streets were so designated in the 1998 resolution.

- Arrowhead Road
- Ruby Lane
- Emerson Drive
- Clearview Drive
- Koontz Lane
- Edmonds Drive
- Silver Sage Drive

Multiple changes to the roadway network in Carson City have occurred since 1998. The two most notable changes include the construction of the I-580 Freeway and the transfer of ownership of several roads from the Nevada Department of Transportation (“NDOT”) to Carson City. The Carson City Sheriff’s office is also not able to effectively enforce the designated truck prohibited routes.

Staff have reviewed the existing resolution of prohibited routes and have analyzed other truck volume and routing information specific to Carson City. Staff will present a summary of the analysis (Exhibit-2) and seek a recommendation from the RTC on possible changes to designated truck routes in Carson City. Possible changes may include:

- Removal of all truck prohibited routes
- Providing navigational guidance to trucks
- Maintaining and/or enhancing truck prohibited routes

Staff recommend a combination of removing all truck prohibited routes via a resolution to supersede Resolution 1998-R-64, and targeted installation of navigational signage for trucks as staff resources are available.

Applicable Statute, Code, Policy, Rule or Regulation
CCMC 10.28.180

Financial Information

Is there a fiscal impact? Yes No

If yes, account name / number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

There is no direct fiscal impact associated with this agenda item. Should the Board approve a new resolution that results in direction to staff to install navigational signage for trucks, signage and installation costs are estimated at approximately \$200 per sign.

Alternatives

Do not support the recommendation and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Resolution 1998-R-64
- Exhibit-2: Presentation Material for Truck Routes and Truck Route Policy
- Exhibit-3: Existing Truck Prohibited Routes
- Exhibit-4: Possible Navigational Truck Route Signing

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

RESOLUTION NO. 1998-R- 64

RESOLUTION PROHIBITING THE THROUGH MOVEMENT OF CERTAIN TRUCKS, DEFINED IN THE CARSON CITY MUNICIPAL CODE AS CLASS A, CLASS B AND CLASS C VEHICLES, ON ARROWHEAD DRIVE FROM N. CARSON STREET TO GONI ROAD, RUBY LANE FROM N. CARSON STREET TO GARNET WAY, EMERSON DRIVE FROM E. COLLEGE PARKWAY TO ARROWHEAD DRIVE, CLEARVIEW DRIVE FROM SILVER SAGE DRIVE TO EDMONDS DRIVE, KOONTZ LANE FROM SILVER SAGE DRIVE TO EDMONDS DRIVE, EDMONDS DRIVE FROM FAIRVIEW DRIVE TO SNYDER AVENUE, AND SILVER SAGE DRIVE/ROOP STREET FROM KOONTZ LANE TO FAIRVIEW DRIVE.

WHEREAS, the Carson City Board of Supervisors adopted Ordinance no. 1998-30 on September 3, 1998 which provides that through truck traffic may be restricted on certain streets within Carson City; and

WHEREAS, the Board of Supervisors is empowered by the Carson City Municipal Code to declare truck traffic restrictions on certain street segments; and

WHEREAS, the Board of Supervisors must declare such restrictions through the adoption of a resolution in a regular public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby find that the through movements of all Class A, Class B, and Class C vehicles, as defined by the Carson City Municipal Code, are determined to be incompatible with the residential character and contrary to the public safety of the residents on the following street segments:

- 1 Arrowhead Drive from N. Carson Street to Goni Road
- 2 Ruby Lane from N. Carson Street to Garnet Way
- 3 Emerson Drive from E. College Parkway to Arrowhead Drive
- 4 Clearview Drive from Silver Sage Drive to Edmonds Drive
- 5 Koontz Lane from Silver Sage Drive to Edmonds Drive
- 6 Edmonds Drive from Fairview Drive to Snyder Avenue
- 7 Silver Sage Drive/Roop Street from Koontz Lane to Fairview Drive

The referenced street segments are further illustrated on the map which is attached as Truck Route Resolution Exhibit A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby declare that these street segments are to be restricted from through movements of all Class A, Class B and Class C vehicles and that these street segments shall be properly posted to advise the public of the restrictions, provided, however, that such restrictions shall not apply to any school bus, garbage or refuse hauler on an assigned route, or to any restricted vehicle which may have a local delivery or business within the restricted zone.

ADOPTED this 3rd day of December, 1998.

AYES: Supervisors Jon Plank

Tom Tatro

Kay Bennett

Ray Masayko, Mayor

NAYS: Supervisors None

ABSENT: Supervisors Greg Smith


Ray Masayko, Mayor


ATTEST

Alan Glover, Clerk-Recorder



in his discretion, deem it to be practical for traffic to proceed with safety along and over such street or any portion thereof without damage to such roadway, street or highway.

2. Every sign or barrier erected by the Carson City engineer pursuant to this chapter:

a. Shall designate by classification the type or character of traffic authorized to proceed along and over the roadway, street or highway or such portion thereof being constructed, repaired, or resurfaced; and shall also designate the maximum speed at which all vehicles may be operated between the points where such signs or barriers have been erected.

b. May prohibit any or all of the classifications of traffic enumerated in Section 10.04.650 during the period of time as set forth in subsection 1 herein.

c. May designate the weight, length and size of all vehicles, the size, width and types of the road wheels with which each vehicle is equipped.

10.28.160 Restrictions on use of metal tired vehicles --Violation for driving on recently constructed roadway--
Notice of restrictions in signs or barriers erected by city engineer--Damages. Any person who shall wilfully or negligently damage a roadway, street or highway by violating Sections 10.28.130 or 10.28.140, and any person who shall wilfully or negligently violate the provisions set forth in any sign or barrier erected by the Carson City engineer as provided in Section 10.28.150 herein shall be liable for the amount of such damage caused to any roadway, street or highway; and the amount of such damage may be recovered in any action in any court of competent jurisdiction; in the name of Carson City or interested party.

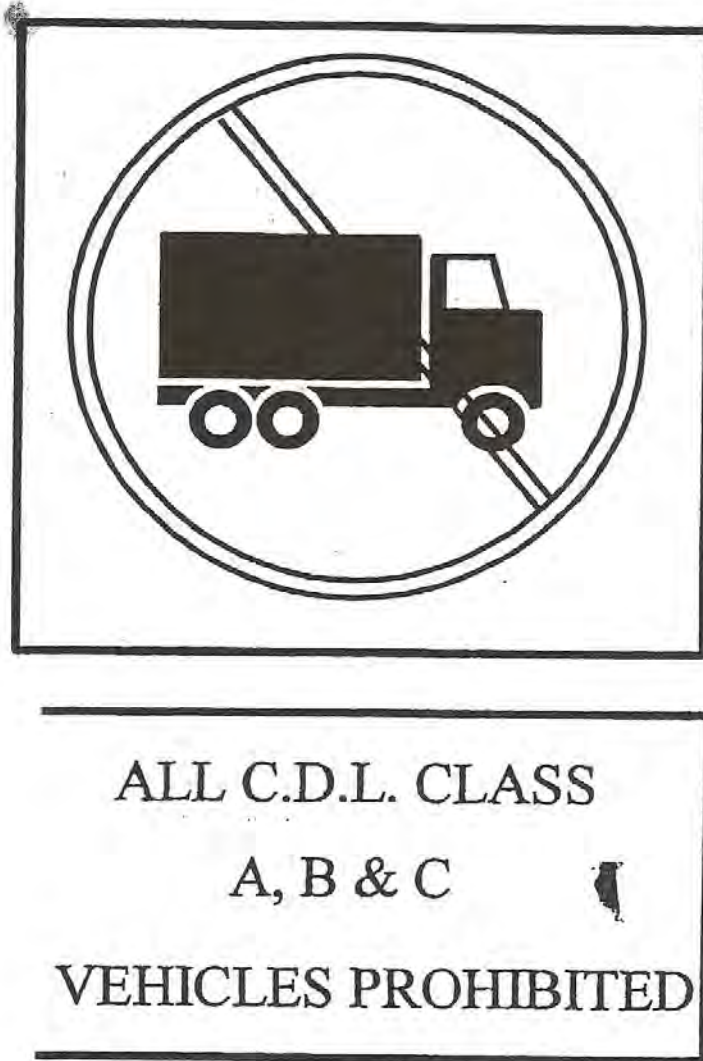
10.28.170 Load limits. It is unlawful for any person owning or having control of any truck, truck tractor, trailer or other vehicle to carry or cause or permit to be carried thereon, along or over any highway in Carson City any load exceeding the statutory load limits of the state of Nevada, provided that in accordance with NRS 405.010 and 484.752, the board may direct that a reduced maximum weight limit be posted for any highway, road or portion or structure thereof under its jurisdiction. (Ord. 1998-30 §4, 1998).

10.28.180 Truck route restrictions.* The board may adopt a resolution finding that a specific highway, road or portion thereof, because of its residential character and public safety, is deemed inappropriate to allow Glass A, B,

* See Figure 10.28 in this chapter.

and C vehicle through traffic, and may direct that such specific highway, road or portion thereof be designated as a trucks prohibited route. Such prohibited Class A, B, and C vehicle travel shall not apply to school buses, garbage or refuse haulers on assigned routes, or to any restricted class vehicle which may have a local delivery or business within the restricted zone. (Ord. 1998-30 §5, 1998).

Figure 10.28




211-1

(Carson City 10/98)

This page intentionally left blank.


Exhibit-2: Presentation Material for Truck Routes and Truck Route Policy



TRUCK ROUTES and TRUCK ROUTE POLICY


Carson City Regional Transportation Commission (RTC)

June 09, 2021



1

Examination of Truck Route Policy



Review of existing Carson City ordinances and policies regarding truck routes and associated truck route signage.

- Why Examine Truck Routes?
 - Truck routes and policies were last reviewed in 1998, before the freeway.
 - The road network has changed.
 - Technology has changed.
 - Reality of enforcement
- How?
 - By reviewing existing truck volumes and land use information compared against the current roadway network and current policy in Carson City.
- What are the possible outcomes?
 - Possible changes to Carson City policies regarding truck routes
 - Looking for input and direction from RTC
 - **Keep Existing; Remove; Update to provide navigational guidance**
 - Resolution by the Board of Supervisors (BOS)

2

Truck Routes and Truck Route Guidance

- Truck Routing improves safety and efficiency
- Truck route designation assists with the design and access management
- Their designation is intended to identify routes suitable for trucks and assist them to access larger regional routes
- Truck routes are routes designated along through roads and streets that can accommodate large and heavy vehicles
- Trucks may use any road as needed to access the local origins or destinations, or to reach a truck route

3

Carson City Code

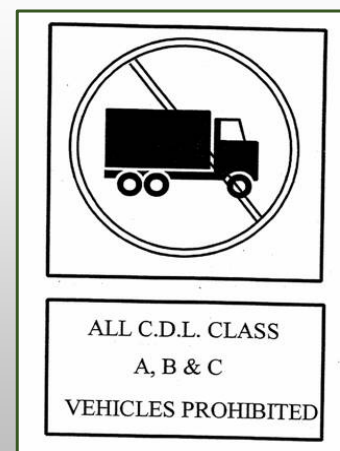
- CCMC 10.28.180
 - “The board may adopt a resolution finding that a specific highway, road or portion thereof, because of its residential character and public safety, is deemed inappropriate to allow Class A , B , and C vehicle through traffic, and may direct that such specific highway, road or portion thereof be designated as a trucks prohibited route.”
- A Resolution passed by BOS in 1998 described specific roads

Generally based on weight for commercial vehicles:

Class A = ‘Big-Rigs’ > 26,000lb with trailers such as semi-trucks, tankers, flatbeds.

Class B = Large single-unit commercial vehicles > 26,000lb like a buses, box trucks, dump trucks.

Class C = Single Unit trucks/buses, large vans (16 people), and small trailers < 26,000lb



CCMC Figure 10.28

4

1998 Resolution (1998-R-64)

- Resolution to prohibit the through movement of certain trucks on certain roads.
- Does not apply to roads owned and maintained by NDOT
- Roads included:
 - Arrowhead Road
 - Ruby Lane
 - Emerson Drive
 - Clearview Drive
 - Koontz Lane
 - Edmonds Drive
 - Silver Sage Drive
- Signs were posted and over the years, additional signs added.



5

Existing Challenges

- Changes to the Road Network
 - I-580 Freeway
 - Roads Transferred to Carson City by NDOT
- Technology
 - GPS mapping apps
 - In-cab technology
 - Data efficiencies
- Enforcement
 - Difficult for Sheriff's office to enforce



6

Truck Routes Guidance

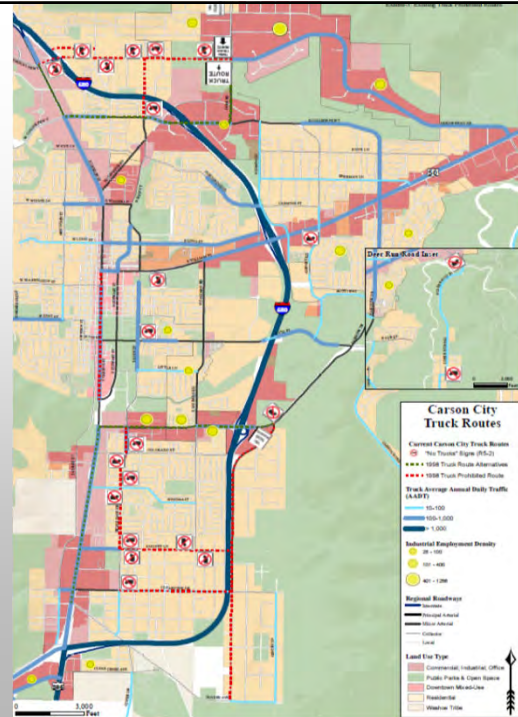
- NCHRP Report 943
 - “The formal designation of truck routes is a key operational and planning activity that should consider the truck demand volumes, the origins and destinations of truck shipments, and the suitability of particular roads and corridors to accommodate trucks of specific sizes.”
- Factors used in Carson City
 - Truck Volumes
 - Land Use
 - Functional Classification
 - Roadway Geometric Characteristics
 - Operational Characteristics (Location, Bike and Ped)
 - Regional Route Access



NCHRP – National Cooperative Highway Research Program

7

Existing Truck Signs



8

Possible Alternatives

Maintain or Enhance Existing Resolution

- Keep existing routes and/or modify or add new ones
- Make updates to truck route signing to reflect the current roadway network

Remove Existing Routes

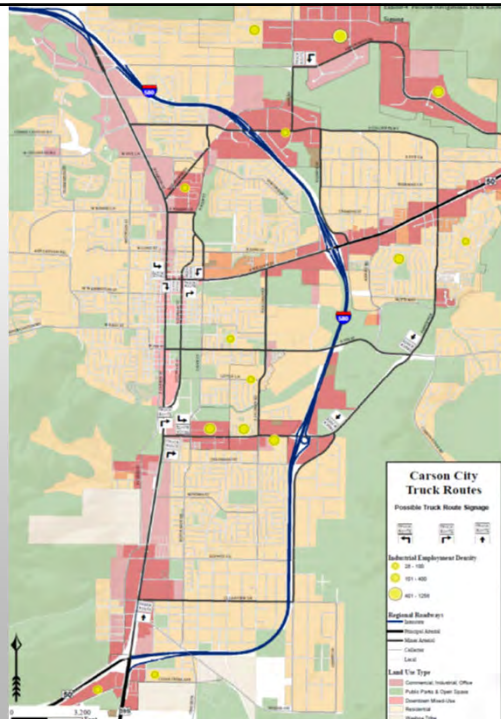
- Revoke the resolution removing routes and all existing signing
- No new designation of routes or any additional signing

Update for Navigational Guidance

- New resolution to remove/update truck routes
- Provide additional navigation guidance through updated signing

9

Possible Navigational Guidance



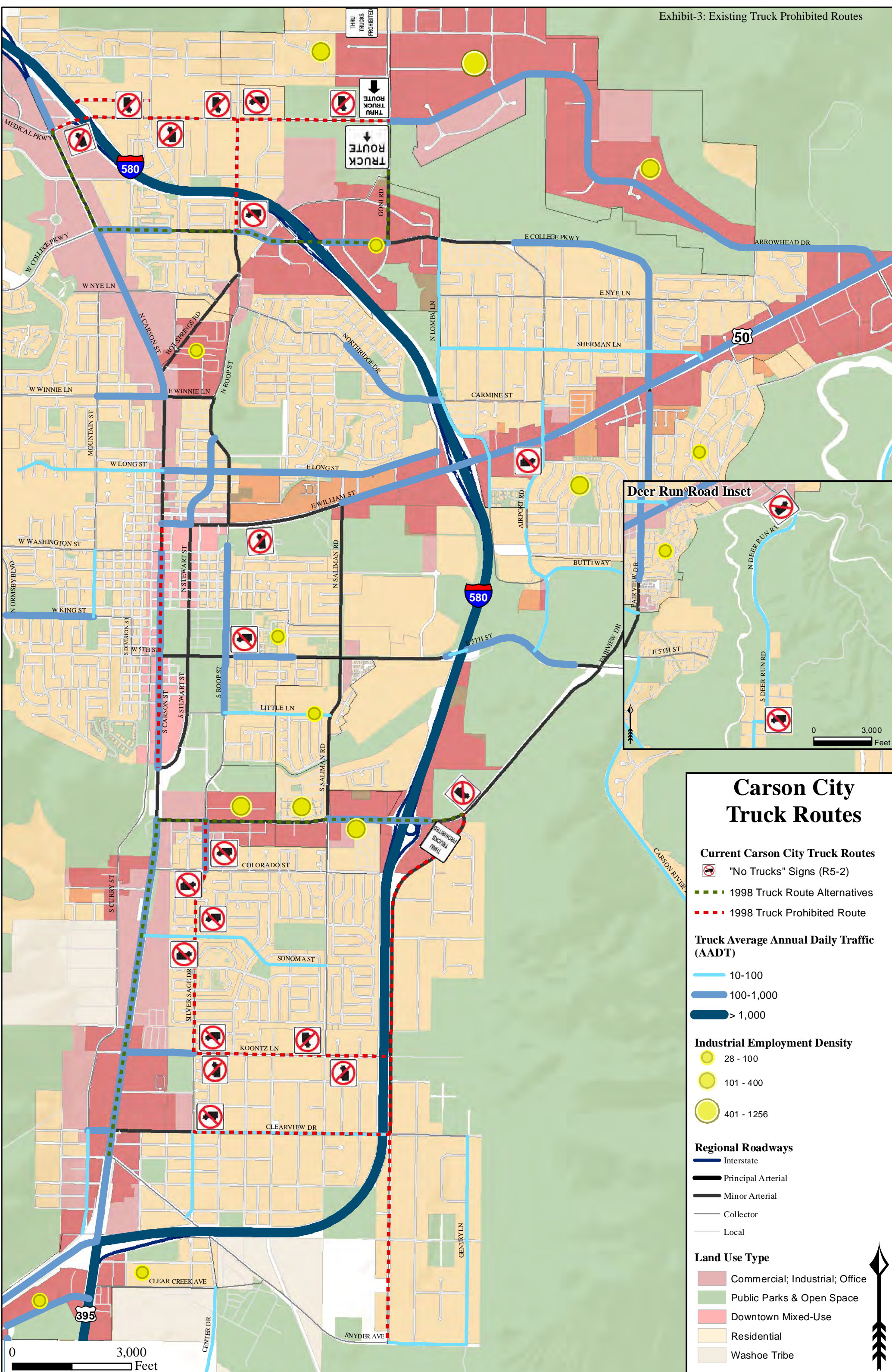
10

Recommendation



- A new resolution regarding truck routes by the Carson City BOS
- Update / remove truck associated signing to better focus on navigational guidance to regional roads specific to Carson City.
- Guidance based on:
 - Where Trucks are Driving
 - Functional Classification
 - Roadway Geometric Characteristics
 - Operational Characteristics (Route Location, Bike and Pedestrian use)

Questions?



Carson City Truck Routes

Current Carson City Truck Routes

- "No Trucks" Signs (R5-2)
- 1998 Truck Route Alternatives
- 1998 Truck Prohibited Route

Truck Average Annual Daily Traffic (AADT)

- 10-100
- 100-1,000
- > 1,000

Industrial Employment Density

- 28 - 100
- 101 - 400
- 401 - 1256

Regional Roadways

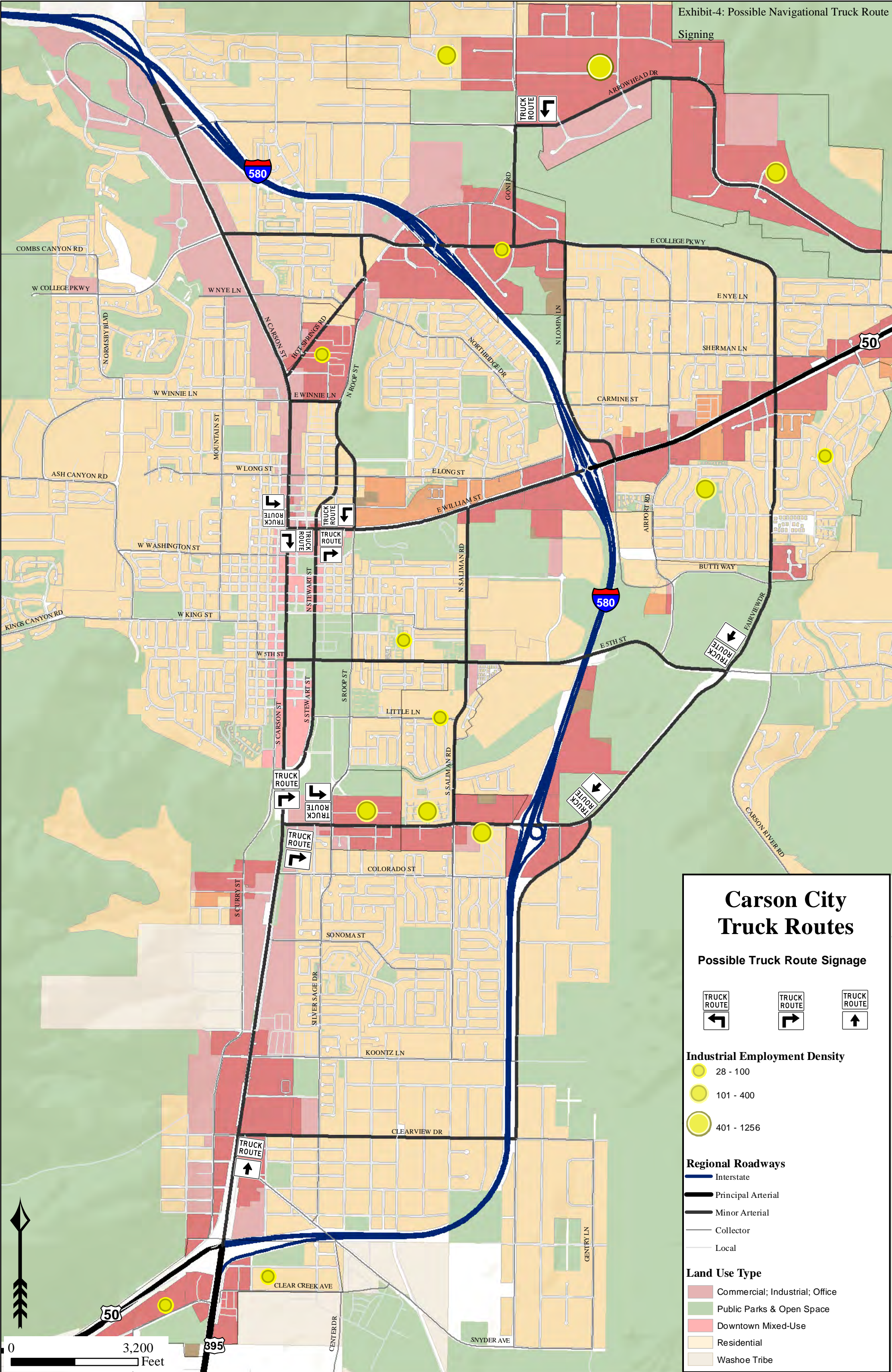
- Interstate
- Principal Arterial
- Minor Arterial
- Collector
- Local

Land Use Type

- Commercial; Industrial; Office
- Public Parks & Open Space
- Downtown Mixed-Use
- Residential
- Washoe Tribe

0 3,000 Feet

This page intentionally left blank.



This page intentionally left blank.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: June 9, 2021

Staff Contact: Alex Cruz, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding the following four Federal Transit Administration (“FTA”) Section 5310 grant applications to Carson Area Metropolitan Planning Organization (“CAMPO”), none of which requires a local match, and authorization for the RTC Chair to sign the Authorizing Resolution for (1) a \$238,000 application to provide a contactless fare payment system for Jump Around Carson (“JAC”) and JAC Assist; and (2) three separate applications for JAC Assist’s capitalized operating expenses in the amounts of \$54,044, \$25,780, and \$25,780, respectively.

Staff Summary: CAMPO has FTA Section 5310 grant funding available for Federal Fiscal Years (“FFY”) 2020 and 2021. The first proposed application to CAMPO is for a capital funds project through FTA Section 5310 to secure \$238,000 for a contactless fare payment system for JAC and JAC Assist. The remaining three applications to CAMPO would fund operating expenses for JAC Assist in the amounts of \$54,044, \$25,780, and \$25,780 through traditional FTA Section 5310 funding, an FTA Section 5310 funding supplementation in the Coronavirus Response and Relief Supplemental Act (“CRRSA”), and an FTA Section 5310 funding supplementation in the American Rescue Plan Act of 2021 (“ARPA”), respectively.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to approve the four applications as presented and to authorize the RTC Chair to sign the Authorizing Resolution sections of each application.

Background/Issues & Analysis

Applications for 5310 grant funds apportioned to Nevada for small urban areas are submitted to CAMPO, the organization that administers the funds. A determination of funding allocation by CAMPO is estimated to take place at the July 14, 2021 CAMPO meeting. Four applications have been developed by staff in response to CAMPO’s notice of funding availability. Available funding is provided at 100% federal share. Should the funding be awarded, no local match will be required.

Table 1. Section 5310 Grant Applications, Requested Funding

5310	Contactless Fare	Service Agreement (3-years)	\$45,000
		Cellular Data (3 Years)	\$18,000
		Wifi-Enabling Hardware (16 units)	\$60,000
		APC Hardware	\$40,000
		System w/ Validators (36 months)	\$75,000
		Total	\$238,000
5310	Capitalized Operating*		\$54,044
CRRSA 5310	Capitalized Operating*		\$25,780
ARPA 5310	Capitalized Operating*		\$25,780

*Capitalized Operating is an FTA-defined Activity Code specifically referring to ADA-accessible paratransit operations expenses.

Applicable Statute, Code, Policy, Rule or Regulation

49 U.S.C. § 5310; NRS 277A.270

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Transit Fund, Federal Grants revenue account / 2253081-431010; Transit Fund, Equipment account / 2253026-507775 (\$238,000); and Transit Fund, Operating Contract account / 2253026-500331 (\$105,604).

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Acceptance of awarded 5310 funds will increase available operating funds. No local match is required for these funds. If awarded, the grant amount will be added to the Fiscal Year 2022 budget during the subsequent budget augmentation.

Alternatives

Do not approve the application(s) and provide alternate direction to staff.

Supporting Material

- Exhibit-1: JAC Grant Application for Section 5310 Program Funds for Contactless Fare Payment
- Exhibit-2: JAC Grant Application for Section 5310 Program Funds for Capitalized Operating
- Exhibit-3: JAC Grant Application for Section 5310 CRRSA Program Funds for Capitalized Operating
- Exhibit-4: JAC Grant Application for Section 5310 ARPA Program Funds for Capitalized Operating
- Exhibit-5: Contactless Fare Payment Supplemental Long-Term Cost Analysis

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

 (Vote Recorded By)



**Grant Application Packet for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief Supplemental Act
of 2021 (CRRSAA) Funding
and
American Rescue Plan Act of 2021**

Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: 775-283-7431
E-mail: dgoering@carson.org

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at www.CarsonAreaMPO.com.

*****Deadline to submit a complete application is May 15, 2021*****

Grant Program Information

FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

Eligible Recipients

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

Eligible Activities/Purchases

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Match

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

Available Funding

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Grants for Buses and Bus Facilities Formula Program - 5339(a)

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

Eligible Recipients

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities/Purchases

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

Match

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

Available Funding

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

Required Information

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

Evaluation Criteria

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Page intentionally left blank

**Grant Application
for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief
Supplemental Act of 2021 (CRRSAA)
Funding
and
American Rescue Plan Act of 2021**

General Information

Brief Project Description:

Jump Around Carson is seeking funding to add a contactless fare payment system to all JAC and JAC Assist buses.

Name of Organization: Jump Around Carson

Type of Organization:

- Private Non-Profit
- State/Local Governmental Entity
- Other
- Operator of Public Transportation Services
- Tribal Agency (Sovereign Nation)

Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities

- 5310 Capital Funds (general)**
Amount Requested: \$238,000
- 5310 Capital Funds (compliance with ADA)**
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**
Amount Requested:
- 5310 Operating Funds**
Amount Requested:
- 5310 CRRSAA Funds**
Amount Requested:
- 5310 America Rescue Plan Act Funds**
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program

- 5339(a) Capital Funds (20% match required)**
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**
Amount Requested:

Applicant/Organization Information

Physical Address: 3770 Butti Way, Carson City, Nevada 89701

Mailing Address (if different from physical address):

Contact Person:

Title: Alex Cruz, Transit Coordinator

Phone Number: 775-283-7583

Email Address: Acruz@carson.org

Applicant Federal ID#: 6825

Applicant DUNS#: 827483202

Organization's mission statement and/or describe the organization's vision:

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

Detailed description of your organization:

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

Detailed description of your existing transportation program/services:

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

Describe any current connectivity/coordination efforts with surrounding area transit providers:

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

Project Information

Project Description:

Jump Around Carson is seeking 5310 grant funds in order to upgrade JAC and JAC Assist's buses with a contactless fare payment system. Jump Around Carson currently operates a fixed-route service and a complementary ADA paratransit service in Carson City with over 200,000 passengers per year. Approximately 40 percent of JAC's fixed-route clients are seniors aged 65+. Currently, JAC only accepts cash fares on buses and for purchase of bus passes. The contactless fare payment system will include a wifi-enabling system to ensure all buses and riders have access to wifi while on JAC buses, providing the ability to pay fares on any bus. Any funds received as a result of this grant application will be applied toward the purchase, installation and continued operation of the fare payment system. The total projected project cost, including purchase, installation, and deployment of the fare payment system is \$238,000. Jump Around Carson will not be required to provide a match for this purchase. JAC has identified a need for a contactless fare payment system as described in JAC's Transit Development and Coordinated Human Services Plan (available at: <https://www.carson.org/home/showpublisheddocument?id=68984>).

Type of Service funding is requested for:

- | | |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route |
| <input checked="" type="checkbox"/> Fixed Route | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe) | |

Clientele served by service/purchase/program (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public |
| <input type="checkbox"/> Other | |

Area Served (check all that apply):

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County | <input type="checkbox"/> Other |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

Vehicle Purchase Information

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	Total Quantity		Total Estimated Cost

Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

Budget Work Sheet			
Operating Expenses (5310 only)		Optional Local Match	
Description	Amount	Description	Amount
Wi-Fi Service Agreement (3-years)	45,000		
Cellular Data (3-years)	18,000		
Total Expenses	Total Revenue	Total Expenses - Revenue	Optional Match
Capital Expenses (5310 or 5339(a))		Match Required* (20% General / 15% ADA / 10% Clean Air)	
Description	Amount	Description	Amount
Contactless Fare Payment System with Validators (36 months)	75,000		
APC Hardware	40,000		
Wifi-Enabling Hardware (16 units)	60,000		
Administrative Expenses		Optional Local Match	
Description	Amount	Description	Amount

*Local match required only for 5339(a) grant funding

Required Documentation

Safety Plan

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

Performance Targets/Transit Asset Management Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Title VI Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Disadvantaged Business Enterprise (DBE) Program and DBE Goal

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Vehicle Policy and Information

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

Training Policy

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339(a) only)

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Americans with Disabilities Act Policy

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Equal Employment Opportunities Program

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Public Notice

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

Annual Certifications and Assurances

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Authorizing Resolution

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

Appendix A

Links to Resources and Required Documentation

Certifications and Assurances

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Civil Rights (ADA, DBE, Title VI, EEO)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

Transit Asset Management

<https://www.transit.dot.gov/TAM>

Data Universal Numbering System (DUNS) information

<https://www.dnb.com/duns-number.html>

Coronavirus Response and Relief Supplemental Appropriations Act of 2021

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

American Rescue Plan Act of 2021

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Page intentionally left blank

Appendix B
AUTHORIZING RESOLUTION

APPLICANT Jump Around Carson (JAC)
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Printed Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT A

Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

Training Policy

Available Upon Request

Drug and Alcohol Policy

Available Upon Request

ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief Supplemental Act
of 2021 (CRRSAA) Funding
and
American Rescue Plan Act of 2021**

Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: 775-283-7431
E-mail: dgoering@carson.org

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at www.CarsonAreaMPO.com.

*****Deadline to submit a complete application is May 15, 2021*****

Grant Program Information

FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

Eligible Recipients

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

Eligible Activities/Purchases

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Match

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

Available Funding

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Grants for Buses and Bus Facilities Formula Program - 5339(a)

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

Eligible Recipients

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities/Purchases

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

Match

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

Available Funding

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

Required Information

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

Evaluation Criteria

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Page intentionally left blank

**Grant Application
for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief
Supplemental Act of 2021 (CRRSAA)
Funding
and
American Rescue Plan Act of 2021**

General Information

Brief Project Description:

Jump Around Carson is seeking funding to assist in the payment of capitalized operating expenses for JAC Assist.

Name of Organization: Jump Around Carson

Type of Organization:

- | | |
|--|--|
| <input type="checkbox"/> Private Non-Profit | <input checked="" type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation) |
| <input type="checkbox"/> Other | |

Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities

- 5310 Capital Funds (general)**
Amount Requested: \$54,044
- 5310 Capital Funds (compliance with ADA)**
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**
Amount Requested:
- 5310 Operating Funds**
Amount Requested:
- 5310 CRRSAA Funds**
Amount Requested:
- 5310 America Rescue Plan Act Funds**
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program

- 5339(a) Capital Funds (20% match required)**
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**
Amount Requested:

Applicant/Organization Information

Physical Address: 3770 Butti Way, Carson City, Nevada 89701

Mailing Address (if different from physical address):

Contact Person:

Title: Alex Cruz, Transit Coordinator

Phone Number: 775-283-7583

Email Address: Acruz@carson.org

Applicant Federal ID#: 6825

Applicant DUNS#: 827483202

Organization's mission statement and/or describe the organization's vision:

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

Detailed description of your organization:

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

Detailed description of your existing transportation program/services:

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

Describe any current connectivity/coordination efforts with surrounding area transit providers:

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

Project Information

Project Description:

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

Type of Service funding is requested for:

- | | |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route |
| <input type="checkbox"/> Fixed Route | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe) | |

Clientele served by service/purchase/program (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public |
| <input type="checkbox"/> Other | |

Area Served (check all that apply):

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County | <input type="checkbox"/> Other |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

Vehicle Purchase Information

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	Total Quantity		Total Estimated Cost

Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

Budget Work Sheet			
Operating Expenses (5310 only)		Optional Local Match	
Description	Amount	Description	Amount
Total Expenses	Total Revenue	Total Expenses - Revenue	Optional Match
Capital Expenses (5310 or 5339(a))		Match Required* (20% General / 15% ADA / 10% Clean Air)	
Description	Amount	Description	Amount
Capitalized Operating expenses	100,540		
Administrative Expenses		Optional Local Match	
Description	Amount	Description	Amount

*Local match required only for 5339(a) grant funding

Required Documentation

Safety Plan

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

Performance Targets/Transit Asset Management Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Title VI Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Disadvantaged Business Enterprise (DBE) Program and DBE Goal

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Vehicle Policy and Information

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

Training Policy

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339(a) only)

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Americans with Disabilities Act Policy

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Equal Employment Opportunities Program

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Public Notice

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

Annual Certifications and Assurances

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Authorizing Resolution

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

Appendix A

Links to Resources and Required Documentation

Certifications and Assurances

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Civil Rights (ADA, DBE, Title VI, EEO)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

Transit Asset Management

<https://www.transit.dot.gov/TAM>

Data Universal Numbering System (DUNS) information

<https://www.dnb.com/duns-number.html>

Coronavirus Response and Relief Supplemental Appropriations Act of 2021

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

American Rescue Plan Act of 2021

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Page intentionally left blank

Appendix B
AUTHORIZING RESOLUTION

APPLICANT Jump Around Carson (JAC)
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Printed Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT A

Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

Training Policy

Available Upon Request

Drug and Alcohol Policy

Available Upon Request

ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief Supplemental Act
of 2021 (CRRSAA) Funding
and
American Rescue Plan Act of 2021**

Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: 775-283-7431
E-mail: dgoering@carson.org

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at www.CarsonAreaMPO.com.

*****Deadline to submit a complete application is May 15, 2021*****

Grant Program Information

FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

Eligible Recipients

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

Eligible Activities/Purchases

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Match

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

Available Funding

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Grants for Buses and Bus Facilities Formula Program - 5339(a)

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

Eligible Recipients

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities/Purchases

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

Match

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

Available Funding

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

Required Information

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

Evaluation Criteria

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Page intentionally left blank

**Grant Application
for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief
Supplemental Act of 2021 (CRRSAA)
Funding
and
American Rescue Plan Act of 2021**

General Information

Brief Project Description:

Jump Around Carson is seeking funding to assist in the payment of capitalized operating expenses for JAC Assist.

Name of Organization: Jump Around Carson

Type of Organization:

- | | |
|--|--|
| <input type="checkbox"/> Private Non-Profit | <input checked="" type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation) |
| <input type="checkbox"/> Other | |

Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities

- 5310 Capital Funds (general)**
Amount Requested:
- 5310 Capital Funds (compliance with ADA)**
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**
Amount Requested:
- 5310 Operating Funds**
Amount Requested:
- 5310 CRRSAA Funds**
Amount Requested: \$25,780
- 5310 America Rescue Plan Act Funds**
Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program

- 5339(a) Capital Funds (20% match required)**
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**
Amount Requested:

Applicant/Organization Information

Physical Address: 3770 Butti Way, Carson City, Nevada 89701

Mailing Address (if different from physical address):

Contact Person:

Title: Alex Cruz, Transit Coordinator
Phone Number: 775-283-7583
Email Address: Acruz@carson.org

Applicant Federal ID#: 6825

Applicant DUNS#: 827483202

Organization's mission statement and/or describe the organization's vision:

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

Detailed description of your organization:

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

Detailed description of your existing transportation program/services:

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

Describe any current connectivity/coordination efforts with surrounding area transit providers:

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

Project Information

Project Description:

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

Type of Service funding is requested for:

- | | |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route |
| <input type="checkbox"/> Fixed Route | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe) | |

Clientele served by service/purchase/program (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public |
| <input type="checkbox"/> Other | |

Area Served (check all that apply):

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County | <input type="checkbox"/> Other |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

Vehicle Purchase Information

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	Total Quantity		Total Estimated Cost

Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

Budget Work Sheet			
Operating Expenses (5310 only)		Optional Local Match	
Description	Amount	Description	Amount
Total Expenses	Total Revenue	Total Expenses - Revenue	Optional Match
Capital Expenses (5310 or 5339(a))		Match Required* (20% General / 15% ADA / 10% Clean Air)	
Description	Amount	Description	Amount
Capitalized Operating expenses	25,780		
Administrative Expenses		Optional Local Match	
Description	Amount	Description	Amount

*Local match required only for 5339(a) grant funding

Required Documentation

Safety Plan

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

Performance Targets/Transit Asset Management Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Title VI Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Disadvantaged Business Enterprise (DBE) Program and DBE Goal

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Vehicle Policy and Information

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

Training Policy

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339(a) only)

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Americans with Disabilities Act Policy

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Equal Employment Opportunities Program

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Public Notice

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

Annual Certifications and Assurances

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Authorizing Resolution

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

Appendix A

Links to Resources and Required Documentation

Certifications and Assurances

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Civil Rights (ADA, DBE, Title VI, EEO)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

Transit Asset Management

<https://www.transit.dot.gov/TAM>

Data Universal Numbering System (DUNS) information

<https://www.dnb.com/duns-number.html>

Coronavirus Response and Relief Supplemental Appropriations Act of 2021

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

American Rescue Plan Act of 2021

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Page intentionally left blank

Appendix B
AUTHORIZING RESOLUTION

APPLICANT Jump Around Carson (JAC)
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Printed Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT A

Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

Training Policy

Available Upon Request

Drug and Alcohol Policy

Available Upon Request

ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>



**Grant Application Packet for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief Supplemental Act
of 2021 (CRRSAA) Funding
and
American Rescue Plan Act of 2021**

Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 and 5339(a) Programs, as well as, available funding from the Coronavirus Response and Relief Supplemental Act of 2021 (CRRSAA). An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Grant funding from CRRSAA, the American Rescue Act of 2021, FTA Section 5310, and FTA Section 5339(a) Programs are **reimbursement grants**, a reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through either of these programs, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 and 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Dirk Goering, Senior Transportation Planner
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: 775-283-7431
E-mail: dgoering@carson.org

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Awarded applicants from the previous year may not be required to furnish all required documentation needed to determine eligibility. Information on the Carson Area MPO is available online at www.CarsonAreaMPO.com.

*****Deadline to submit a complete application is May 15, 2021*****

Grant Program Information

FTA Section 5310 Program (includes CRRSAA & American Rescue Plan Act of 2021 funding) for Enhanced Mobility for Seniors & Individuals with Disabilities

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities

Eligible Recipients

Eligible recipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

Eligible Activities/Purchases

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects):

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Match

The Coronavirus Response and Relief Supplemental Act (CRRSAA) has eliminated local match requirements for all unobligated FTA Section 5310 formula funding and any associated CRRSAA funding.

Available Funding

- Federal Fiscal Year 2020 - \$148,573
- Federal Fiscal Year 2021 - \$143,471
- CRRSAA Section 5310 - \$25,780
- American Rescue Plan Act of 2021 Section 5310 - \$25,780

Statutory References: 49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST), the Coronavirus Response and Relief Supplemental Act, and American Rescue Plan Act of 2021, additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Grants for Buses and Bus Facilities Formula Program - 5339(a)

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

Eligible Recipients

Eligible Recipients include public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities/Purchases

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

Match

The federal share of eligible capital costs may not exceed 80 percent, except for certain projects related to the ADA, the Clean Air Act (CAA), and certain bicycle projects.

Available Funding

- Federal Fiscal Year 2020 - \$127,397
- Federal Fiscal Year 2021 - \$117,420

Statutory References: 49 U.S.C. Section 5339(a) / FAST Act Section 3017, additional grant information available online: <https://www.transit.dot.gov/funding/grants/busprogram>.

Required Information

Grant applications submitted by the noticed deadline of May 15, 2021, will be screened for completeness and eligibility prior to evaluation and consideration of award.

To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.

The CAMPO Board will use the following criteria to evaluate submitted grant applications:

Evaluation Criteria

- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Availability of federal funds
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Page intentionally left blank

**Grant Application
for
Federal Transit Administration
Sections 5310 & 5339(a) Program
Apportionment Funding
and
Coronavirus Response and Relief
Supplemental Act of 2021 (CRRSAA)
Funding
and
American Rescue Plan Act of 2021**

General Information

Brief Project Description:

Jump Around Carson is seeking funding to assist in the payment of capitalized operating expenses for JAC Assist.

Name of Organization: Jump Around Carson

Type of Organization:

- | | |
|--|---|
| <input type="checkbox"/> Private Non-Profit | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation) |
| <input type="checkbox"/> Other | |

Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities

- 5310 Capital Funds (general)**
Amount Requested:
- 5310 Capital Funds (compliance with ADA)**
Amount Requested:
- 5310 Capital Funds (compliance with Clean Air Act)**
Amount Requested:
- 5310 Operating Funds**
Amount Requested:
- 5310 CRRSAA Funds**
Amount Requested:
- 5310 America Rescue Plan Act Funds**
Amount Requested: \$25,780

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carson.org/home/showpublisheddocument?id=68984>).

FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program

- 5339(a) Capital Funds (20% match required)**
Amount Requested:
- 5339(a) Capital Funds (15% match required - compliance with ADA)**
Amount Requested:
- 5339(a) Capital Funds (10% match required - compliance with Clean Air Act)**
Amount Requested:

Applicant/Organization Information

Physical Address: 3770 Butti Way, Carson City, Nevada 89701

Mailing Address (if different from physical address):

Contact Person:

Title: Alex Cruz, Transit Coordinator

Phone Number: 775-283-7583

Email Address: Acruz@carson.org

Applicant Federal ID#: 6825

Applicant DUNS#: 827483202

Organization's mission statement and/or describe the organization's vision:

The mission of Jump Around Carson (JAC) is to provide safe, dependable and friendly transit service to the residents and visitors of Carson City. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

Detailed description of your organization:

JAC is Carson City's public transit system serving the community with a fleet of 14 bright green and purple buses. JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission. The JAC system features the JAC fixed-route system that is open to the general public as well as JAC Assist, a origin-to-destination program that provides transportation for eligible persons with disabilities.

Detailed description of your existing transportation program/services:

JAC currently operates four buses on four distinct fixed-routes in Carson City. JAC also operates JAC Assist, an origin-to-destination complementary ADA paratransit service. JAC buses run Monday through Friday from 6:30am to 7:30pm, and on Saturdays from 8:30am to 4:30pm. JAC fixed-route buses operate on 60-minute headways, meeting at the downtown transit center.

Describe any current connectivity/coordination efforts with surrounding area transit providers:

JAC partners with area transit providers in various ways. JAC currently partners with RTC Washoe to operate the Regional Connector service that travels to/from Reno and Carson City. The Regional Connector service shares many stops with JAC in Carson City and riders are able to transfer from the Regional Connector to JAC at no extra charge. JAC also partners with Tahoe Transportation District's Valley Express Daily service. The Valley Express Daily's route 19x travels between Minden/Gardnerville and Carson City. The 19X route also shares many stops with the JAC service and is free to transfer between services.

Project Information

Project Description:

Jump Around Carson is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed-route and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used towards capitalized operating expenses for JAC Assist complementary ADA paratransit services which serve our aging and disabled community. Jump Around Carson understands that no local match is required for expenses associated with this application.

Type of Service funding is requested for:

- | | |
|--|---|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route |
| <input type="checkbox"/> Fixed Route | <input checked="" type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe) | |

Clientele served by service/purchase/program (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> Low Income/Welfare |
| <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> General Public |
| <input type="checkbox"/> Other | |

Area Served (check all that apply):

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Small Urban Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urban Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County | <input type="checkbox"/> Other |

- Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

Vehicle Purchase Information

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	Total Quantity		Total Estimated Cost

Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

Budget Work Sheet			
Operating Expenses (5310 only)		Optional Local Match	
Description	Amount	Description	Amount
Total Expenses	Total Revenue	Total Expenses - Revenue	Optional Match
Capital Expenses (5310 or 5339(a))		Match Required* (20% General / 15% ADA / 10% Clean Air)	
Description	Amount	Description	Amount
Capitalized Operating expenses	25,780		
Administrative Expenses		Optional Local Match	
Description	Amount	Description	Amount

*Local match required only for 5339(a) grant funding

Required Documentation

Safety Plan

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

Performance Targets/Transit Asset Management Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Title VI Plan

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 21. These provisions prohibit discrimination based on race, color, and national origin, including the denial of meaningful access of limited English proficient (LEP) persons. Applicants must submit a Title VI Plan with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Disadvantaged Business Enterprise (DBE) Program and DBE Goal

CAMPO Sections 5310 and 5339(a) subrecipients must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must submit a DBE Program and DBE Goal with this application. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Vehicle Policy and Information

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, and etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

Training Policy

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339(a) only)

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Americans with Disabilities Act Policy

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Equal Employment Opportunities Program

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5332. The FTA requires entities meeting certain thresholds to either submit or prepare and maintain an EEO Program. An EEO Program is a detailed set of procedures and employment information designed to ensure entities meet the EEO requirements. The FTA's Office of Civil Rights helps FTA recipients develop, implement, and monitor an effective Equal Employment Opportunity Program to ensure that recipients do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Public Notice

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

Annual Certifications and Assurances

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance in excess of \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

Authorizing Resolution

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B).

Appendix A

Links to Resources and Required Documentation

Certifications and Assurances

<https://www.transit.dot.gov/grantee-resources/certifications-and-assurances/fy2021-annual-list-certifications-and-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200 <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Civil Rights (ADA, DBE, Title VI, EEO)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

Transit Asset Management

<https://www.transit.dot.gov/TAM>

Data Universal Numbering System (DUNS) information

<https://www.dnb.com/duns-number.html>

Coronavirus Response and Relief Supplemental Appropriations Act of 2021

<https://www.transit.dot.gov/funding/grants/coronavirus-response-and-relief-supplemental-appropriations-act-2021>

American Rescue Plan Act of 2021

<https://www.transit.dot.gov/funding/american-rescue-plan-act-2021>

Page intentionally left blank

Appendix B
AUTHORIZING RESOLUTION

APPLICANT Jump Around Carson (JAC)
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Printed Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT A

Safety Plan

<https://www.carson.org/home/showpublisheddocument/75316>

TAM Plan

<https://www.carson.org/home/showpublisheddocument?id=63245>

Title VI Plan

<https://www.carson.org/home/showpublisheddocument?id=69657>

DBE Program & DBE Goal

<https://www.carson.org/home/showpublisheddocument?id=69655>

<https://www.carson.org/home/showpublisheddocument?id=69651>

Training Policy

Available Upon Request

Drug and Alcohol Policy

Available Upon Request

ADA Policy

<https://www.carson.org/home/showpublisheddocument/75318>

Contactless Fare Payment 10-Year Cost Analysis

		Expenses for First 3 Years 100% Federal Share	Annual Expenses for Years 4 – 10*
Recurring Expenses	Wi-Fi Service Agreement	\$45,000	\$15,000
	Cellular Data	\$18,000	\$6,000
	Contactless Payment System (Software & Validator Hardware)	\$75,000	\$25,000
	<i>Subtotal</i>	<i>\$138,000</i>	<i>\$322,000</i>
One-Time Expenses	Automatic People Counter (APC) Hardware Replacement every 10 years [†]	\$40,000	
	Wifi-Enabling Hardware; Replacement every 10 years [†]	\$60,000	
	<i>Subtotal</i>	<i>\$100,000</i>	
	Total 5310 Contactless Fare Payment Grant Application	\$238,000	
	Anticipated Local Match (years 4 – 10)		\$161,000 / \$23,000 annually

*Not included in current grant request, to be funded at 50% federal share with future apportionments

[†]20% local match when replaced

6/09/2021

This page intentionally left blank.



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: June 9, 2021
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: May 26, 2021
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of April 2021**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	1,110
Street Patching Operation (tons of asphalt)	69	505
Pot Holes Repaired	0	25

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	24	254
Tree Removal	0	19
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	4,485
Tree Work for Other Departments	0	27
Weed Abatement Chemical Sprayed (gallons applied)	1,737	13,486

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	32.25	293
Curb & Gutter (linear feet)	231	1,474
Sidewalk & Flat Work (sq/ft)	1,006	11,578
Wheel Chair Ramps	0	1
Misc.		4,062

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	300
Shoulder Work on Asphalt Roads (feet)	1,000	41,844
Debris Cleaned	0	132

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	140	2,170
Lineal foot of ditch cleared	950	23,010
Pipe Hydro Flushed (linear feet)	0	2,257

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	828.6	6,879
Material Picked Up (yards)	270	2,857
City Parking Lots Swept	2	42

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	47	401
Bins Hauled for Sweeping Operation (yards)	34	293
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	40
Changed Lamp Post Banners	0	42
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	56	385
Signs Replaced	54	331
Sign Post Replaced	33	79
Signs Refurbished/Replaced due to Graffiti Damage	0	96
Delineators Replaced	4	108
Cross Walks Painted	23	222
Stop Bars Painted	20	235
Yield Bars Painted	14	103
Right Arrows Painted	10	29
Left Arrows Painted	19	142
Straight Arrows Painted	1	23
Stop (word) Painted	0	33
Only (word) Painted	0	0
Bike Symbol & Arrow	0	3
Install Street, bicycle, and pedestrian counters	0	46
Curb Painted (linear feet)	0	319

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	13
Sand/Salt mixture applied (Yards)	0	395
Brine mixture applied (Gallons)	0	13,400
Rain Event/Flood Control	0	4
Drainage Inlets Cleared	0	504
Material removed from S/D system	0	27.75
Wind	0	0