



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

**Day:** Wednesday  
**Date:** September 13, 2017  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

**AGENDA NOTES:** The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [lmaloney@carson.org](mailto:lmaloney@carson.org), or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

**2. AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**3. DISCLOSURES:** Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

**4. PUBLIC COMMENT:** Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

## 5. APPROVAL OF MINUTES:

**5.A (For Possible Action)** August 9, 2017 Draft Minutes

## 6. PUBLIC MEETING ITEM(S):

**6.A (Informational)** Information on an administrative revision to the JAC Assist ADA Complementary Paratransit Policies & Procedures document.

**Staff Summary:** Staff has added information about subscription service for JAC Assist. The JAC Assist ADA Complementary Paratransit Policies & Procedures document has been revised to provide clarifying information about subscription service, the impacts to a subscription for individuals facing suspension of ridership, and the formation of a waiting list for this service.

**6.B (For Possible Action)** To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-060 Freeway Multi-Use Path Project for base bid of \$945,007.00 (Schedules A & B), plus a contingency amount of up to \$72,204.00 for a total not to exceed amount of \$1,017,211.00.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Freeway Multi-Use Path Project. The project consists of approximately 5,700 linear feet of multi-use path, both concrete and asphalt concrete, including drainage systems, fencing, erosion control, revegetation and related improvements. The work also includes Airport Road mill and overlay, sidewalk, curb/gutter, drainage and related improvements. The Engineer's estimate for this project (Schedules A & B) was \$812,000.00.

**6.C (For Possible Action)** To approve cooperative agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the I-580 Multi Use Path project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 10% of the initial funding amount.

**Staff Summary:** In March of 2017, the Nevada Department of Transportation awarded Carson City a Transportation Alternatives Program (TAP) Grant for \$750,000. The grant requires a five percent local match and is for the design and construction of a multi-use path from the linear ditch (north of Fairview Drive) to Colorado Street, approximately 4,200 linear feet.

**6.D (For Possible Action)** To approve the submission of two Recreational Trail Program Grant applications by the Public Works Department for a South Carson Street multi use path and for rehabilitation improvements on the linear ditch multi use path.

**Staff Summary:** The Nevada Division of State Parks is requesting grant applications for the Recreational Trails Program (RTP). This program is funded with federal dollars from the Federal Highway Administration (FHWA). Public Works staff is preparing two grant applications, to be submitted no later than October 26, 2017.

**6.E (For Possible Action)** To appoint the Transportation Manager to serve on the Tahoe Transportation District Board of Directors as an alternate to Brad Bonkowski, RTC Chair.

**Staff Summary:** As a stakeholder in the activities in the Lake Tahoe Basin, Carson City has a representative that serves on the TTD Board as a voting member. The Carson City representative must be a member of the Carson City Board of Supervisors, but another individual may be selected as an alternate.

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):**

- 7.A Street Operations Activity Report
- 7.B Project Status Report
- 7.C Future Agenda Items

**8. BOARD COMMENTS (Information only):** Status reports and comments from the members of the RTC Board.

**9. PUBLIC COMMENT:** Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**10. The Next Meeting is Tentatively Scheduled:** 4:30 p.m., Wednesday, October 11, 2017, at the Sierra Room - Community Center, 851 East William Street.

**11. ADJOURNMENT: For Possible Action**

This agenda has been posted at the following locations on Thursday, September 7, 2017, before 5:00 p.m.:

- City Hall, 201 North Carson Street
- Carson City Library, 900 North Roop Street
- Community Center, Sierra Room, 851 East William Street
- Carson City Public Works, 3505 Butti Way
- Carson City Planning Division, 108 E. Proctor Street
- Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden
- Lyon County Manager's Office, 27 South Main Street, Yerington
- Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
- City Website: [www.carson.org/agendas](http://www.carson.org/agendas)
- State Website: <https://notice.nv.gov>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 9, 2017 Meeting**

**Page 1**

**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, August 9, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
Vice Chairperson Jim Smolenski  
Commissioner Lori Bagwell  
Commissioner Mark Kimbrough  
Commissioner Jack Zenteno

**STAFF:** Darren Schulz, Public Works Department Director  
Dirk Goering, Senior Transportation Planner  
Graham Dollarhide, Transit Coordinator  
Hailey Lang, Transportation Planner  
Cortney Bloomer, Bicycle and Pedestrian Coordinator  
Dan Yu, Deputy District Attorney  
Kathleen King, Chief Deputy 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 Recording Secretaries Division of the Carson City Clerk's Office, during regular business hours.

- 1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:16:49)** - Chairperson Bonkowski called the meeting to order at 5:16 p.m. Ms. King called the roll; a quorum was present.
- 2. AGENDA MANAGEMENT NOTICE (5:17:16)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.
- 3. DISCLOSURES (5:17:31)** - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.
- 4. PUBLIC COMMENT (5:17:45)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
- 5. ACTION ON APPROVAL OF MINUTES - July 12, 2017 (5:18:04)** - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to approve the minutes, as presented. Commissioner Bagwell seconded the motion. Motion carried 5-0.**
- 6. PUBLIC MEETING ITEMS:**
  - 6(A) POSSIBLE ACTION TO ACCEPT AWARD OF A GRANT THROUGH THE NEVADA AGING AND DISABILITY SERVICES DIVISION, IN THE AMOUNT OF \$50,000, FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2018, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN THE QUARTERLY REQUEST FOR FUNDS (5:18:26)** - Chairperson Bonkowski introduced this item. Mr. Dollarhide reviewed the agenda materials,

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the August 9, 2017 Meeting

Page 2

DRAFT

and responded to questions of clarification. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public. When no questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Vice Chairperson Smolenski moved to accept award of a grant, through the Nevada Aging and Disability Services Division, in the amount of \$50,000, for the period July 1, 2017 to June 30, 2018, and to authorize the Transportation Manager to sign the quarterly Request for Funds. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

**6(B) POSSIBLE ACTION TO APPROVE CONTRACT NO. 1718-046, SOUTH CARSON STREET SURVEY, TO LUMOS AND ASSOCIATES, FOR A NOT-TO-EXCEED AMOUNT OF \$87,950, TO BE FUNDED FROM THE RTC ACCOUNT (5:21:16)** - Chairperson Bonkowski introduced this item, and read a prepared disclosure statement into the record advising that he would abstain from discussion and action. Chairperson Bonkowski passed the gavel to Vice Chairperson Smolenski. Mr. Goering reviewed the agenda materials, noting a correction to the funding source cited in the staff report. He advised that the contract documents were revised accordingly, and provided direction with regard to a necessary revision to the recommended motion.

In response to a question, Mr. Schulz described the biennial process for developing an on-call list of consultants. He responded to follow-up questions of clarification. Vice Chairperson Smolenski entertained additional questions or comments and, when none were forthcoming, entertained public comment. When no public comment was forthcoming, Vice Chairperson Smolenski entertained a motion. **Commissioner Kimbrough moved to approve Contract No. 1718-046, South Carson Street Survey, to Lumos and Associates, for a not-to-exceed amount of \$87,950, to be funded from the Infrastructure Fund. Commissioner Bagwell seconded the motion.** Vice Chairperson Smolenski called for a vote on the pending motion. **Motion carried 4-0-1, Chairperson Bonkowski abstaining.** Vice Chairperson Smolenski returned the gavel to Chairperson Bonkowski.

**6(C) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1718-021, CARSON CITY PAVEMENT PRESERVATION - MICRO-SURFACING PROJECT, FOR A BASE BID OF \$664,007.00, PLUS A 10 PERCENT CONTINGENCY AMOUNT OF UP TO \$66,400.70, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$730,407.70, TO BE FUNDED FROM THE RTC ACCOUNT, AS PROVIDED IN THE FY 2018 BUDGET (5:26:59)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Chairperson Bonkowski entertained commissioner questions or comments and, when none were forthcoming, public comments. When no public comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Zenteno moved to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1718-021, Carson City Pavement Preservation - Micro-Surfacing Project, for a base bid of \$664,007.00, plus a 10% contingency amount of up to \$66,400.70, for a total not-to-exceed amount of \$730,407.70, to be funded from the RTC Account, as provided in the FY18 budget. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 9, 2017 Meeting**

**Page 3**

**DRAFT**

**6(D) POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A FEDERAL TRANSIT ADMINISTRATION (“FTA”) GRANT UNDER 49 U.S.C. CHAPTER 53, AND TO AUTHORIZE THE RTC CHAIR TO SIGN THE FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES SECTION OF THE RTC APPLICATION FOR 5310 FUNDS (5:29:45)** - Chairperson Bonkowski introduced this item. Mr. Dollarhide reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Vice Chairperson Smolenski moved to adopt Resolution No. 2017-RTC-R-2, authorizing the filing of an application for a Federal Transit Administration Grant, under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5310 funds. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

**6(E) POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A FEDERAL TRANSIT ADMINISTRATION (“FTA”) GRANT UNDER 49 U.S.C. CHAPTER 53, AND TO AUTHORIZE THE RTC CHAIR TO SIGN THE FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES SECTION OF THE RTC APPLICATION FOR 5339 FUNDS (5:32:56)** - Chairperson Bonkowski introduced this item. Mr. Dollarhide reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional commissioner questions or comments and, when none were forthcoming, public comment. When no additional questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Bagwell moved to adopt Resolution No. 2017-RTC-R-3, authorizing the filing of an application for a Federal Transit Administration grant, under 49 U.S.C. Chapter 53, and to authorize the RTC Chair to sign the FTA Fiscal Year 2017 Certifications and Assurances section of the RTC application for 5339 funds. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:**

**7(A) STREET OPERATIONS ACTIVITY REPORT (5:36:10)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. Commissioner Bagwell requested to see the “items that are number driven ... annualized.” Chairperson Bonkowski entertained questions or comments of the commissioners; however, none were forthcoming.

**7(B) PROJECT STATUS REPORT (5:37:46)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the agenda materials. In response to a question, Mr. Goering provided additional detail on the status of the Sierra Vista Lane project. In response to a further question, Mr. Goering provided additional detail on roads to be microsealed or slurry sealed which had already been long-line striped.

**7(C) FUTURE AGENDA ITEMS (5:43:05)** - Chairperson Bonkowski introduced this item, and Mr. Goering reviewed the tentative agenda for the September commission meeting. Chairperson Bonkowski entertained requests for future agenda items from the commissioners; however, none were forthcoming.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 9, 2017 Meeting**

**Page 4**

**DRAFT**

**8. COMMISSIONER COMMENTS (5:44:03)** - Chairperson Bonkowski advised that a new Transportation Manager has been hired, Lucia Maloney. Chairperson Bonkowski entertained additional commissioner comments; however, none were forthcoming.

**9. PUBLIC COMMENT (5:44:38)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR 4:30 P.M. ON WEDNESDAY, SEPTEMBER 13, 2017 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY (5:44:49)** - Chairperson Bonkowski read this information into the record.

**11. ACTION ON ADJOURNMENT (5:45:03)** - Commissioner Kimbrough moved to adjourn the meeting at 5:45 p.m.

The Minutes of the August 9, 2017 Carson City Regional Transportation Commission are so approved this \_\_\_\_\_ day of September, 2017.

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BRAD BONKOWSKI, Chair



# STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** September 13, 2017

**Staff Contact:** Graham Dollarhide

**Agenda Title:** **(Informational)** Information on an administrative revision to the JAC Assist ADA Complementary Paratransit Policies & Procedures document.

**Staff Summary:** Staff has added information about subscription service for JAC Assist. The JAC Assist ADA Complementary Paratransit Policies & Procedures document has been revised to provide clarifying information about subscription service, the impacts to a subscription for individuals facing suspension of ridership, and the formation of a waiting list for this service.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

## **Proposed Motion**

N/A

## **Background/Issues & Analysis**

Subscription service is not required by the Americans with Disabilities Act (ADA) to be included as part of complementary paratransit service. However, in an effort to best meet the needs of JAC Assist passengers, the policy has been updated to make available the use of subscription service. The service is available for customers who require recurring trips from the same origin and/or to the same destination over an extended period of time. In order to qualify for a subscription trip, the same ride must be taken at the same time at least twice a week for a period of at least 90 days.

Because subscription trips have been in exceedingly high demand, and due to the fact that ADA limits the percentage of total paratransit service that can be absorbed by subscription trips, staff determined it was necessary to include suspension of subscription service in the suspension policy. An individual may now lose their subscription for one year after the third violation of the "No-Show and Late Cancellation" and "Excessive Cancellation" policies. Further, in light of the high demand for this service, revisions include information about the formation of a waiting list.

## **Applicable Statute, Code, Policy, Rule or Regulation**

49 U.S.C. 37

## **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** – Administratively revised version of the JAC Assist ADA Complementary Paratransit Policies & Procedures document.



**JAC Assist**  
**ADA Complementary Paratransit**  
**Policies & Procedures**

**Approved by**  
**Carson City Regional Transportation Commission**  
**August 11, 2010**

**EFFECTIVE: October 1, 2010**  
**ADMINISTRATIVELY REVISED: May 26, 2015**  
**ADMINISTRATIVELY REVISED: August 22, 2017**

## TABLE OF CONTENTS

<b>OVERVIEW</b>	<b>1</b>
<b>CERTIFICATION / ELIGIBILITY</b>	<b>1</b>
<b>TYPES OF ELIGIBILITY</b>	<b>2</b>
<b>JAC ASSIST PHOTO IDENTIFICATION CARDS</b>	<b>2</b>
<b>RECERTIFICATION</b>	<b>3</b>
<b>CERTIFICATION APPEALS PROCESS</b>	<b>3</b>
<b>VISITORS WITH DISABILITIES</b>	<b>3</b>
<b>CONDITIONAL USE AND TRIP BY TRIP ELIGIBLE RIDES</b>	<b>4</b>
<b>SERVICE HOURS AND AREA</b>	<b>4</b>
<b>FARES</b>	<b>4</b>
<b>TRIP RESERVATIONS AND CANCELLATIONS</b>	<b>5</b>
<b>HOW TO MAKE A RESERVATION</b>	<b>5</b>
<b>Plan Ahead</b>	<b>5</b>
<b>Plan Your Trip Carefully</b>	<b>6</b>
<b>To Schedule a Ride</b>	<b>6</b>
<b>Children</b>	<b>7</b>
<b>Use of Portable Oxygen</b>	<b>8</b>
<b>Service Animals</b>	<b>8</b>
<b>Pets</b>	<b>8</b>
<b>Please Keep in Mind</b>	<b>8</b>
<b>SUBSCRIPTION SERVICE</b>	<b>9</b>
<b>HOW TO RIDE JAC ASSIST</b>	<b>9</b>
<b>DRIVER ASSISTANCE POLICY</b>	<b>10</b>
<b>WHAT TO DO IF YOU MISS YOUR RIDE</b>	<b>11</b>
<b>HOW CAN JAC ASSIST ACCOMMODATE YOU?</b>	<b>11</b>
<b>HOW TO COMMENT ON JAC ASSIST SERVICE</b>	<b>11</b>
<b>SAFETY</b>	<b>11</b>
<b>CONTAGIOUS ILLNESSES</b>	<b>12</b>
<b>CUSTOMER CODE OF CONDUCT</b>	<b>12</b>
<b>Consequences of Misconduct</b>	<b>12</b>
<b>Consequences of Unintentional Misconduct</b>	<b>13</b>
<b>JAC ASSIST NO-SHOW AND LATE CANCELLATION POLICY</b>	<b>13</b>
<b>JAC ASSIST EXCESSIVE CANCELLATION POLICY</b>	<b>15</b>
<b>ACTIONS RESULTING FROM NO-SHOW, LATE CANCELLATION, EXCESSIVE CANCELLATION,</b>	<b>15</b>
<b>APPENDIX A – DEFINITION OF ADA PARATRANSIT ELIGIBLE</b>	<b>17</b>
<b>APPENDIX B – JAC ASSIST APPEALS PROCESS</b>	<b>18</b>
<b>APPENDIX C – JAC ASSIST SERVICE AREA</b>	<b>20</b>
<b>APPENDIX D – JAC ASSIST COMPLAINT PROCESS</b>	<b>21</b>
<b>APPENDIX E – GLOSSARY</b>	<b>22</b>

## **OVERVIEW**

JAC Assist ADA Complementary Paratransit Service serves the needs of passengers who, because of a disability, are unable to use the JAC fixed-route system, and who meet the definition of “ADA paratransit eligible,” as established by the U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) of 1990 (see Appendix A).

Disability alone does not establish ADA paratransit service eligibility; the decision is based solely on the applicant’s functional ability to use the JAC fixed-route transit service. JAC Assist is for those who do not have the functional abilities to access and ride the regular fixed-route transit service.

JAC Assist is an “origin to destination” and shared ride service. JAC Assist primarily provides curb-to-curb transportation service, but door-to-door service is provided upon request.

If you need additional information, alternative formats, or have any questions please feel free to contact JAC Assist at (775) 841-7433.

## **CERTIFICATION / ELIGIBILITY**

In order to ride JAC Assist, you must first be certified as “ADA paratransit eligible.” To be considered, you must complete a *JAC Assist Paratransit Eligibility Application*. Applications are available online at [www.rideJAC.com](http://www.rideJAC.com) or by calling (775) 841-7433. All applicants must complete PART A of the application.

**NOTE: It is JAC Assist policy that applicants 80 years of age or older be granted automatic eligibility, even if there is no qualifying disability. However, PART A of the application must still be completed, since it contains necessary information that will assist in scheduling trips for the elderly passenger.**

PART B of the application must be completed by a qualified medical professional who is familiar with your particular disability and current functional abilities to use regular fixed-route service.

Qualified medical professionals include:

- Physician (M.D. or D.O.) or registered nurse
- Physical or occupational therapist
- Psychiatrist, psychologist, or mental health counselor
- Vocational counselor, rehabilitation specialist or independent living skills trainer
- Licensed social worker or case manager

- Orientation and mobility instructor or travel trainer
- Optometrist

Applications that are completed will be reviewed within 21 calendar days of submission. **Once you are eligible, you must notify JAC Assist of any changes in your address, phone number or disability.**

### **TYPES OF ELIGIBILITY**

Applicants who are determined eligible for JAC Assist are assigned an eligibility category. The eligibility category is consistent with the applicant's ability to use the regular fixed-route service. These categories are Unconditional, Conditional, Trip-by-Trip and Temporary.

**UNCONDITIONAL** – Applicant is not able to use accessible JAC fixed-route transit service under any circumstances and is eligible for all trips on JAC Assist.

**CONDITIONAL** – Applicant is not able to use accessible JAC fixed-route transit service in specific circumstances and is eligible to use JAC Assist under limited circumstances.

**TRIP by TRIP** – Applicant is not able to use accessible JAC fixed-route transit service for certain trips due to architectural and/or environmental barriers. The applicant is eligible to use JAC Assist for those specific trips.

**TEMPORARY** – Applicant is not able to use accessible JAC fixed-route transit service at this time, however the condition or circumstances leading to eligibility is reasonably expected to change in the future. For a limited period of time, the applicant is typically eligible to use JAC Assist for all trips.

Distance to a bus stop or illiteracy, by themselves, are not considered disabilities and therefore do not qualify the applicant for JAC Assist paratransit service. Applicants who are blind or visually impaired may be eligible if they cannot use the JAC fixed-route system. Applicants with medical conditions, such as epilepsy, kidney disorders and diabetes, may be eligible depending upon their ability to use the JAC fixed-route system.

### **JAC ASSIST PHOTO IDENTIFICATION CARDS**

Once you are certified, JAC Assist will issue a photo identification card. The identification card may be used on JAC fixed-route service to receive the reduced fare, or for ADA paratransit service in other U.S. cities.

To obtain a valid JAC Assist identification card, you must call (775) 841-7433 to schedule an appointment to have your picture taken and a free photo identification card issued. Individuals must bring with them proof of JAC Assist certification and personal identity (e.g., driver's license or State-issued ID card) to have an identification card issued.

Photo identification cards are issued at the JAC Administrative Offices at 3303 Butti Way, Bldg. 1, Carson City, NV 89701. Office hours are 8:00 A.M. to 5:00 P.M. Monday – Friday, and 8:00 A.M. to 4:00 P.M. Saturday. There is a \$5.00 replacement charge for lost, stolen or damaged cards.

### **RECERTIFICATION**

In order to keep the database of certified passengers current, passengers will need to complete a new application and be recertified as eligible every three (3) years. JAC Assist will attempt to contact all certified passengers 90 days in advance of the expiration of the certification of eligibility.

Conditional use passengers that are certified for service on a “temporary” basis will be required to recertify at the end of their temporary period of eligibility if they desire to maintain eligibility of service. Passengers must complete a new application and participate in another evaluation by a qualified medical professional.

Persons with permanent disabilities are required to obtain professional verification of their disability to become initially certified. Thereafter recertification will only require that PART A be completed indicating they still desire to utilize the paratransit service. Professional verification will not be required for recertification.

### **CERTIFICATION APPEALS PROCESS**

Applicants whose requests for certification are denied have the right to appeal. (See Appendix B) Such appeal must be submitted within sixty (60) days from the date of certification denial. The appeal will be considered by the ADA Appeals Committee made up of three (3) persons, one of whom will be a member of the disabled community with familiarity of the disability in question. For more information, contact JAC Assist at (775) 841-7433.

### **VISITORS WITH DISABILITIES**

Visitors with disabilities who cannot use the JAC fixed-route system are eligible to utilize the JAC Assist paratransit service. If the visitor has been certified as “ADA paratransit eligible” by another public entity, JAC Assist will honor the certification and provide up to 21 days of JAC Assist paratransit service. If visitors have not been certified as eligible by another public entity but claim they

are ADA paratransit eligible, they are entitled to “presumptive eligibility” and shall be provided with 21 days of JAC Assist paratransit service. Visitors who are not certified by another transit provider and who claim presumptive eligibility may be requested to provide certain documentation such as their place of residence and the nature of their disability to JAC Assist.

The “21 days” of service that shall be provided to visitors with disabilities are to be calculated as any combination of 21 days during any 365 day period beginning with the visitor’s first use of service. For example, a person may visit two days a week. Eligibility would be extended in this case over an eleven week period of time, within which 21 days of JAC Assist paratransit service would be provided.

Visitors who require more than 21 days of service within a 365 day period shall be required to apply for local eligibility through the JAC Assist certification process.

Visitors with disabilities shall be provided the same level of service as certified JAC Assist passengers and are subject to the same service policy requirements.

### **CONDITIONAL USE AND TRIP BY TRIP ELIGIBLE RIDES**

JAC Assist will evaluate the eligibility of trip requests for service by passengers certified as Conditional or Trip by Trip at the time of scheduling according to the conditions listed in their certification. Schedulers will immediately inform the person scheduling the ride if the trip is deemed eligible based on conditions listed in their certification. If the trip is found to not be eligible, schedulers are to inform the passenger about the availability of fixed-route JAC service as a viable option to complete the trip.

### **SERVICE HOURS AND AREA**

JAC Assist service is available during the same days and hours of the JAC fixed route system, which is Monday through Friday, 6:30 A.M. to 6:30 P.M. and Saturday 8:30 A.M. to 4:30 P.M. There is no service on Sunday or designated holidays. Service is available for trips beginning and ending within one (1) mile of any fixed-route in the JAC fixed-route system. (See Appendix C)

### **FARES**

Fares for trips beginning and ending within three-quarters (3/4) of a mile of any JAC fixed-route are no more than 200% of the cost of an adult regular fixed-route fare for each one-way trip.

**NOTE: It is JAC Assist policy to also provide trips beginning and ending between three-quarters (3/4) of a mile and one (1) mile of any**

**JAC fixed-route in Carson City only. There shall be a premium fare for service beyond the 3/4 mile ADA zone equivalent to 200% of the cost of an adult regular fixed-route fare plus \$2.00 for each one-way trip.**

One Personal Care Attendant (PCA) can travel at no additional cost. The PCA must have the same origin and destination as the paratransit passenger.

Passengers are required to pay exact fare upon boarding a JAC Assist vehicle prior to departure. The fare must be paid in exact cash as the driver does not carry cash and cannot make change. JAC Assist tickets, with a value of \$2.00 each, can also be purchased in advance and used as fare. One (1) ticket shall be used for each one-way trip beginning or ending within the 3/4-mile ADA zone. Two (2) tickets shall be used for each one-way trip beginning or ending outside the 3/4-mile ADA zone. For more information on JAC Assist tickets, call (775) 841-7433.

Checks, ATM or credit cards are not accepted. Non-payment of fares will result in a denial of your trip.

### **TRIP RESERVATIONS AND CANCELLATIONS**

For reservations or cancellations call (775) 841-7433 from 8:00 A.M. to 5:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail.

Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours and same-day service will be accommodated as space is available.

### **HOW TO MAKE A RESERVATION**

#### **Plan Ahead:**

For important trips, be sure to make your reservation as early as possible, up to two (2) weeks in advance. The earlier you schedule your ride, the better opportunity to get your requested trip without negotiation. If your requested time is not available you may be offered a negotiated time of up to one hour before or after your request. If an available time within those guidelines is not workable for you, have an alternate plan for other transportation or for rescheduling at another time or day. Refusal of an available negotiated time is not considered a denial of service.

If your pick-up is at an apartment complex, nursing home, or adult program/day care center, it is the responsibility of the passenger to let the scheduler know if there are any special instructions needed, such as security gated entries, apartment building number, or multiple entries to large institutions. Otherwise



JAC Assist drivers will pick-up and drop-off at the main entrance or designated/predetermined locations. If the passenger fails to inform the scheduler of special instructions and the trip is missed as a result, it will be recorded as a “no-show”.

### **Plan Your Trip Carefully:**

Remember to allow for time spent picking up and dropping off other passengers before reaching your destination and be prepared for the possibility of delays due to traffic or bad weather. For example, if you must be somewhere at 10:00 A.M., plan your pickup for 9:30 A.M. When scheduling a return trip, please consider any unexpected delays you may encounter. For example, if you expect to be ready at 3:00 P.M., please ask for a 3:15 P.M. return time. It is better to wait a few minutes than miss your scheduled ride. The JAC Assist scheduler can help you determine the most efficient way to schedule your trip.

Allow ample time to finish appointments. This is needed so you will be ready to board the vehicle at your scheduled pick-up time. **Be aware of opening and closing times at your destination to avoid waiting outside the building before or after business hours.**

If you are going to a doctor’s office or other medical appointment, let the person who is making your medical appointment know you will be using JAC Assist paratransit service. **Ask the appointment scheduler how much time should be allowed for the appointment;** this will help you to set your return time. Please allow enough time for your appointments. If you miss your ride home because you underestimated how long the appointment will take, the needs of other paratransit passengers may not allow JAC Assist to make a second trip for pick-up. In this case, you will need to find alternative transportation home. If JAC Assist is able to return a second time, the needs of other customers may require that you wait additional time after you have completed your appointment. In this case, please be patient. **It is your responsibility to determine with your Doctor how much time to allow for medical appointments.**

### **To Schedule a Ride:**

JAC Assist may be reached at (775) 841-7433 between 8:00 A.M. to 5:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail.

- 1) Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours will be accommodated as space is available.
- 2) Same day reservations may be made if space is available.
- 3) When making a reservation, we urge you to schedule a time for your return trip. Waiting until the last minute to schedule a return trip could result in a long wait.
- 4) Staff will try to accommodate changes made to a reservation after normal business hours the day before your trip, but there is no guarantee.

- 5) When making a reservation, please be ready to provide:
- Your name;
  - Your pick-up address (exact location of pick-up; for example, apartment building name, which entrance, etc.);
  - Your telephone number;
  - The date on which you wish to ride;
  - The time at which you wish to be picked up at your point of origin, or, if you have an appointment, the time of your appointment.
  - Your drop-off address (exact location of destination, including telephone number if possible.) Certain public locations have specific drop-off and pick-up areas that will have to be observed;
  - The approximate time at which you wish to be picked up for your return trip;
  - Whether you use a wheelchair or other mobility device;

**NOTE: JAC Assist will carry a wheelchair and its user as long as the lift/ramp can accommodate the size and weight of the wheelchair and its user, and there is space for the wheelchair on the vehicle. JAC Assist will NOT carry a wheelchair if, in fact, the lift/ramp or vehicle is unable to accommodate the wheelchair and its user, consistent with legitimate safety requirements.**

- Whether a personal care attendant (PCA) will be riding with you. If you are registered with JAC Assist as needing a PCA, he or she may accompany you at no additional cost; and
- Whether a companion will be riding with you. Companions are welcome to ride with you for the regular fare per person.

**NOTE: Personal care attendants and companions MUST have the same origin and destination as the customer they are accompanying.**

JAC Assist requires you to reserve a space for your PCA or companion(s) when scheduling your reservation. If more than one person accompanying you is designated as your PCA, only one will be allowed to ride at no fare. To maximize space available, accommodations for more than one traveling companion are granted on a *space-available* basis. Please remember, the request should be made when scheduling your reservation. To inquire about space availability, call JAC Assist at (775) 841-7433.

### **Children:**

Certified users of all ages must pay the full fare. When an eligible child is traveling with an adult (who is serving as a PCA), a fare must be paid for the child and the adult attendant rides free.

Children accompanying a certified rider are considered traveling companions and a space must be reserved for them when scheduling a trip. Children five (5) years of age and over must pay the full fare; children under the age of 5 ride free.

An adult accompanying a child on JAC Assist is responsible for the child. Drivers are not permitted to carry children on or off the vehicle. If you will need assistance with the child, please bring someone else along to assist you.

If the child is 5 years of age or younger, or weighs less than 40 pounds, JAC Assist strongly recommends that the child be secured in a child safety seat. JAC Assist does not provide safety seats for children, so you will need to bring your own.

#### **Use of Portable Oxygen:**

The Americans with Disabilities Act provides that transportation service must be provided to a rider who needs to bring along an oxygen bottle. **For safety reasons, the rider must maintain control of the oxygen bottle.** If the rider cannot transport the oxygen bottle or maintain control of the bottle on his/her own, then the rider shall provide a Personal Care Attendant to perform those functions.

#### **Service Animals:**

Service animals are permitted to ride on JAC Assist. You must indicate on your application that you use a service animal. Please fill out a description of the service animal such as type of animal, color, and the name of the service animal. Also when scheduling your trip, if you use a service animal, please let the scheduler know your service animal will be accompanying you on your trip. All service animals must be controlled by the passenger or companion.

#### **Pets:**

Animals that are not service animals may ride on JAC Assist only if they are properly secured in a cage or kennel. For safety reasons, **drivers are not permitted to carry cages or kennels on or off of the JAC Assist vehicle.** If you need assistance with a pet, please arrange to travel with someone who can help you.

#### **Please Keep in Mind:**

It is our goal to provide the greatest number of customers with safe, prompt, efficient and friendly service. Therefore, we are unable to honor specific requests for the following:

- More than six-round trip requests per phone call.
- Specific drivers.
- Specific seats.
- A particular vehicle.
- Specific routes with certain customers.

## **SUBSCRIPTION SERVICE**

Subscription service is not required by ADA to be included as part of complementary paratransit service. However, in an effort to best meet our customers' needs, JAC Assist makes available the use of subscription service for customers who require recurring trips from the same origin and/or to the same destination over an extended period of time. In order to qualify for a subscription trip, the same ride must be taken at the same time at least twice a week for a period of at least 90 days. Once subscription service goes into effect, customers do not need to call to reserve each of their repeat trips, and no further action is necessary until the customer needs to make a change to the subscription. A temporary or permanent change may be made to a subscription trip.

Subscription service is provided on a limited basis, and if there is no availability at the time initially requested, customers are encouraged to inquire periodically about the availability of such trips, but may also be added to a waiting list. When space becomes available for subscription service, individuals on the waiting list will be notified.

To temporarily or permanently modify a subscription, customers must contact JAC Assist at (775) 841-7433. Failure to cancel trips appropriately and/or excessive cancellations may result in loss of the customer's subscription service. More information about no-shows and cancellations regarding suspension of service and loss of subscription service is provided in the JAC Assist No-Show and Late Cancellation Policy section later in this document.

## **HOW TO RIDE JAC ASSIST**

Both JAC and JAC Assist vehicles are ADA compliant and are accessible by wheelchair. Riding JAC Assist is equivalent to riding JAC's fixed-route system in that there is a scheduled arrival time and you must be ready when the vehicle arrives. Also, there may be additional stops before reaching your destination.

### **Please remember:**

- JAC Assist is an "origin to destination" service.
- JAC Assist is a shared-ride service.
- The driver may not make unscheduled stops.
- If other passengers get on or off the vehicle before your stop, you may need to temporarily move to accommodate these passengers.
- No assistance will be provided beyond the entrance of your destination. If you require further assistance, a personal care attendant should accompany you.
- You may ride from any origin in the JAC Assist service area for any purpose as long as a reservation has been made.

The vehicle may arrive 15 minutes before or after your scheduled pick-up time. For example, if your pick-up time is scheduled for 8:00 A.M., the vehicle may arrive any time between 7:45 A.M. and 8:15 A.M. The vehicle will wait 5 minutes after arrival at the designated pick-up site. It is your responsibility to be available to board the vehicle at least 15 minutes prior to your scheduled pick-up time. You (and your PCA/companion) should meet the vehicle when it arrives.

If the vehicle is more than 15 minutes late for your scheduled time, please call JAC Assist at (775) 841-7433 and a dispatcher will check the arrival time.

The driver is required to collect a fare or a JAC Assist ticket from you and your companion prior to departure. Please have exact change or ticket ready. Checks, ATM or credit cards are not accepted. If your need for a personal care attendant has been registered with JAC Assist, there is no charge for him or her. Non-payment of fares will result in a denial of your trip.

Eating, drinking (including consumption of alcohol), chewing tobacco, smoking, littering or listening to audio devices without earphones will not be permitted. Shirts and shoes (or equivalent) must be worn. Passengers should refrain from engaging in inappropriate/distracting conversation with the driver.

### **DRIVER ASSISTANCE POLICY**

Drivers are not permitted to enter any home or go beyond the threshold of any building. Drivers are required to maintain visual contact with the vehicle at all times. Drivers may enter into the main lobby of a business for the exclusive purpose of notifying a patron that the vehicle is available for boarding, provided they are able to maintain line-of-sight contact with the vehicle at all times.

In locations where drivers cannot maintain line-of-sight with their vehicle and go to the door to notify passengers of the arrival of their ride, passengers may request telephone notification of the bus's arrival for that specific location. As this request may require special arrangements with third parties and is subject to review, please contact us at (775) 841-7433 to make the request.

Drivers are not permitted to maneuver a mobility device up or down stairs. Drivers are not permitted to physically lift passengers. Drivers are not permitted to carry objects over 15 pounds. Drivers are not permitted to load or unload passenger's carry-on items. It is the passenger's responsibility to load, unload and control all carry-on items. Passengers needing more assistance than the drivers are allowed to provide are encouraged to make other arrangements for assistance at their pick-up and drop-off points. One personal care attendant is allowed to ride with passengers as needed without charge.

## **WHAT TO DO IF YOU MISS YOUR RIDE**

If you miss your scheduled ride, your missed trip will be treated as a “no-show.” Contact JAC Assist, (775) 841-7433, from 8:00 A.M. to 5:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. Saturday to request a new trip to be scheduled on a same day, space available basis. Outside of normal business hours, please call (775) 841-7433 and leave a message.

## **HOW CAN JAC ASSIST ACCOMMODATE YOU?**

In order to provide for the safety of our drivers and passengers, your carry-on items are limited to what can easily be contained and controlled by you and/or your companion(s). Items too large or too numerous to be reasonably controlled, carried or handled by a passenger are prohibited. Generally, packages with a combined weight of no more than 30 pounds are welcome on JAC Assist. All items must be stowed out of the aisle or walkways, may not be placed in unoccupied seats and must remain within the passenger’s immediate control. Shopping carts, etc. will not be tied down elsewhere in the vehicle.

- Hazardous materials or firearms are not allowed.
- No additional packages will be transported.
- Customers or PCA/companions are responsible for getting packages to their destination.

Visitors from other cities who are eligible under ADA criteria are welcome to use JAC Assist during their visit to Carson City for up to 21 days. Please call JAC Assist at (775) 841-7433 if you are an out of town visitor wishing to register.

JAC Assist customers should be offered the same ADA service in other cities that provide fixed-route services upon showing their photo identification card.

Service animals are allowed to accompany you if such a need was indicated on your JAC Assist application. Please inform JAC Assist when scheduling your trip that a service animal will be accompanying you.

## **HOW TO COMMENT ON JAC ASSIST SERVICE**

We can only resolve problems if we are informed, so please do not hesitate to call. Should you have questions or complaints about service, please call JAC Assist at (775) 841-7433. Please review the Complaint Process found in Appendix D.

## **SAFETY**

A customer may be subject to any reasonable accommodation requirement that will ensure the safety of themselves, other customers and drivers. For example,

a customer may be required to ride with a personal care attendant if the passenger is unable to safely board a vehicle.

### **CONTAGIOUS ILLNESSES**

Several steps can be taken to help prevent contagious illnesses. The most important thing you can do to protect yourself and others is to wash your hands. Please be considerate of others and cover your nose and mouth when coughing or sneezing. Always wash your hands after coughing or sneezing. Avoid contact with individuals at risk. Ask people to use a tissue and cover their nose and mouth when coughing or sneezing and to wash their hands afterwards.

### **CUSTOMER CODE OF CONDUCT**

It is JAC Assist's policy to provide the safest and most efficient service to our passengers. Passengers who abuse the following Code of Conduct guidelines can adversely affect the JAC Assist program as a whole. For the safety and comfort of all passengers, JAC Assist has established these policies that address instances when a passenger's conduct may adversely affect others involved with the JAC Assist program. The following identifies the JAC Assist policy on customer misconduct.

- 1) **Electronic Equipment** – Customers may not operate any audio or visual equipment, which infringes upon other passenger's safety, comfort, or impairs the driver's ability to transport passengers safely. Examples include audio/visual devices without headsets, portable video games that have sound effects, etc.
- 2) **Hazardous Conduct** – Any act that creates the potential for injury or death to any customer, driver or the general public.
- 3) **Abusive Conduct** – Any abusive, offensive, or threatening act or behavior that affects the safety or security of the driver and/or the passengers, or invades the privacy rights of others such as touching another person in a rude, insolent or angry manner. Sexual harassment, verbal or physical, will not be tolerated. Examples also include profanity, screaming, hitting, etc.

### **Consequences of Misconduct**

Due to the wide variety and severity of misconduct, JAC Assist reserves the right to determine the consequences ranging from a warning to a suspension in service for up to one year.

No rider that has been suspended shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any action. An eligible passenger whose service

is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

### **Consequence of Unintentional Misconduct**

Any act that would qualify as misconduct, but is the direct and immediate act of the passenger's disability, such as abusive language that is the consequence of Tourette's syndrome, or socially unacceptable behavior brought on by a mental illness, shall be considered Unintentional Misconduct. Consequences of Unintentional Misconduct will be addressed as noted below after counseling with the passenger.

- 1) A passenger may be subject to any reasonable accommodation requirement that will ensure the safety of all passengers and drivers.
  - a. A passenger may be required to ride with a personal care attendant.
  - b. A passenger may be required to attend training or receive additional counseling in proper transit conduct.
- 2) The accommodation requirement may last for a time period sufficient to allow the passenger to learn appropriate behavior.
- 3) The accommodation requirement may be permanent if the conduct is beyond the passenger's control.
- 4) If a passenger commits an act of misconduct that he or she has been trained to know is inappropriate, that act is considered intentional.

No rider whose access to paratransit service has been suspended for any reason shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any of these steps. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

### **JAC ASSIST NO-SHOW AND LATE CANCELLATION POLICY**

JAC Assist passengers who establish a pattern or practice of "no-shows" or late cancellations may lose their riding privileges for a designated period of time.

A "no-show" is defined as when a passenger does not cancel a scheduled trip and is unavailable at the agreed upon pick-up time window and location – and ALL of the following occur:

- The vehicle is at the correct pick-up location within the 30-minute window (no more than 15 minutes before or after the scheduled pick-up time);
- The vehicle has waited 5 minutes for the passenger;
- The driver has contacted the dispatcher to report a possible no-show;



- The dispatcher confirms the scheduled pick-up time and correct location with the driver; and
- The dispatcher has attempted to call the passenger at the telephone number of record.

A “late cancellation” is defined as when a passenger does not cancel a scheduled trip at least one (1) hour prior to the scheduled pick-up time.

Because no-shows and late cancellations may cause lost trips and/or rides for other passengers, it is necessary to enforce a no-show and late cancellation policy. This policy is as follows:

- Three (3) no-shows and/or late cancellations within any thirty (30) day period will result in a warning letter.
- Five (5) no-shows and/or late cancellations within any thirty (30) day period will trigger a review of the rider’s no-show and late cancellation frequency.
- Riders who are found to have a pattern or practice of abuse representing at least fifteen (15) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of abuse, the rider will be suspended as follows:
  - Two (2) violations within one year – suspension for ten (10) days.
  - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription service privileges, if any exist. Subscription privileges may be reinstated after one year from date of loss on a space-available basis, provided that fewer than fifteen (15) percent of total trips have been no-shows and/or late cancellations during that time. Only after this one year period may an individual be placed onto a waiting list.
  - Four (4) violations within one year – suspension for twenty (20) days.

JAC Assist is committed to working with individuals to address the causes of no-shows and late cancellations so these persons can continue to use the service.

A no-show or late cancellation due to JAC Assist error will not be counted. Likewise, a no-show or late cancellation due to circumstances beyond your control will not be counted, if you notify JAC Assist at (775) 841-7433 during normal business hours. Documentation may be required. You may also contest a no-show or late cancellation that has been assessed by contacting JAC Assist at (775) 841-7433.

**NOTE: JAC Assist will not cancel the return leg of any scheduled trip unless it has made contact with the rider to confirm that the return trip is not needed.**

### **JAC ASSIST EXCESSIVE CANCELLATION POLICY**

Even when a trip is cancelled a day in advance or at least one hour before the established pick-up time, a pattern of excessive cancellations causes the paratransit service to not be available at the time other passengers desire service. The policy for excessive cancellations is as follows:

- Ten (10) cancellations within any thirty (30) day period will trigger a review of the rider's cancellation frequency.
- Riders who are found to have a pattern or practice of cancellations representing at least fifty (50) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of cancellations, the rider will be suspended as follows:
  - Two (2) violations within one year – suspension for ten (10) days.
  - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription trip privileges, if any exist. Subscription privileges may be reinstated after one year from date of loss on a space-available basis, provided that fewer than fifty (50) percent of total trips have been cancellations during that time
  - Four (4) violations within one year – suspension for twenty (20) days.

### **ACTIONS RESULTING FROM NO-SHOW, LATE CANCELLATION, EXCESSIVE CANCELLATION**

You will be notified in writing before JAC Assist takes any steps that may result in suspension of service. The letter will provide the following:

- Notification of how many no-shows, late or excessive cancellations have been assessed
- Details on the date, time and location of all scheduled pick-ups that resulted in a no-show or cancellation being assessed
- Explanation of how these violations impact the paratransit service and other passengers
- Explanation of your pending loss of riding privileges
- Opportunity for you to contest the assessment of a no-show or late cancellation, or demonstrate that a no-show or late cancellation was due to circumstances beyond your control.
- Instructions on how to appeal the decision to suspend.

JAC Assist will allow 15 days between the receipt of a notice of proposed suspension of service and the proposed date on which the suspension becomes effective. There will be no loss of service while an appeal is in progress.

## **APPENDIX A DEFINITION OF ADA PARATRANSIT ELIGIBLE**

The U.S. Department of Transportation Americans With Disabilities Act of 1990 defines "ADA paratransit eligible" as:

1. Any person with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed-route service he/she needs to use is not yet accessible. This category includes those persons who use wheelchairs, walkers or braces and others whose disabilities prevent them from utilizing an inaccessible vehicle or facility.
2. Persons, who because of the nature of their disabilities, cannot navigate even a transit system that is otherwise accessible. This category includes persons who because of their disability cannot independently board, ride or disembark from an accessible vehicle. This is based on the assumption the individual will not and need not be able to operate a boarding system such as a wheelchair lift, ramp or securement device. The presence of a traveling companion does not affect this eligibility.
3. Persons with impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This relates to an individual's particular functional disability. This eligibility requires functional evaluation of its application to a particular system and a particular trip. Examples of eligibility under this category include severe, chronic fatigue related to HIV infection and AIDS, heat sensitivity due to cardiovascular disease and hypothermia due to quadriplegia.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?
2. Can the individual board, utilize and disembark the vehicle at the bus stop?
3. Can the individual recognize the destination and disembark the bus?
4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

## **APPENDIX B JAC ASSIST APPEALS PROCESS**

### **Appeal of Service Suspension and Eligibility Certifications**

#### **REQUESTS FOR HEARING**

A hearing to appeal a decision regarding eligibility or to suspend JAC Assist service will be held only after receipt of a written Request for Hearing, filed with the Transit Coordinator.

- Requests for Hearing must be in writing and must contain the name, address, and telephone number of the person(s) requesting the hearing (requester), and the name of the JAC Assist service user if different from Requester.
- Persons submitting a Request for Hearing are strongly encouraged to include a statement of the reason(s) why they believe the decision of eligibility or to suspend service is inappropriate.
- Requests for Hearings must be filed within sixty (60) calendar days after a person has received written notice of eligibility or suspension and will be deemed filed when received by the Transit Coordinator.

#### **RESPONSIBILITIES OF THE TRANSIT COORDINATOR AND REQUESTER**

- The Transit Coordinator will set the time and place of the hearing when the request is filed (received) and will notify the Requester. The time of the hearing will be within 30 days after the time the Request for Hearing was filed (excluding holidays).
- Hearings may be postponed or rescheduled only upon written request to the Transit Coordinator and for good cause.
- A person requesting a hearing may waive personal appearance at the hearing and have the matter determined based on the record, but must do so by filing a written request with the Transit Coordinator before the hearing.
- A person waiving personal appearance may submit to the Transit Coordinator documents and other information to be included with the record and considered in deciding the appeal.
- If the Requester fails to appear at the hearing, and gives no prior notice, the Transit Coordinator may make a determination based on the available evidence, as appropriate.

#### **ADA APPEALS COMMITTEE**

Appeals will be considered by an ADA Appeals Committee comprised of three (3) persons: the Transit Coordinator or his/her designee; a member of an appropriate City department (e.g., Human Resources or Health & Human Services); and a member of the disabled community with familiarity of the

disability in question (for eligibility decisions) or ADA complementary paratransit service in general (for suspension decisions).

## **CONDUCT OF HEARINGS**

The manner of conducting hearings is under the direction, control and discretion of the Transit Coordinator. These guidelines govern issues, evidence, and documents:

- The issues to be decided at the hearing are limited to those set forth in the notice of service suspension and the Request for Hearing.
- Evidence commonly relied upon by reasonable, prudent persons will be heard and considered. Specifically, this includes statements (oral and written), documents and copies of documents, official and business reports, and records not certified as such.
- Irrelevant, immaterial, redundant or unduly repetitious evidence will be excluded.
- A record of the hearing (electronic or otherwise) will be kept, as determined by the Transit Coordinator.
- A verbatim transcript of the proceedings, if desired, must be provided and paid for by the Requester.

## **DECISIONS**

All decisions will be in writing. Decisions will be rendered at the conclusion of the hearing or as soon thereafter as a decision can be made. Within five (5) business days, the Transit Coordinator will notify the Requester in writing of the decision and the reasons for the decision.

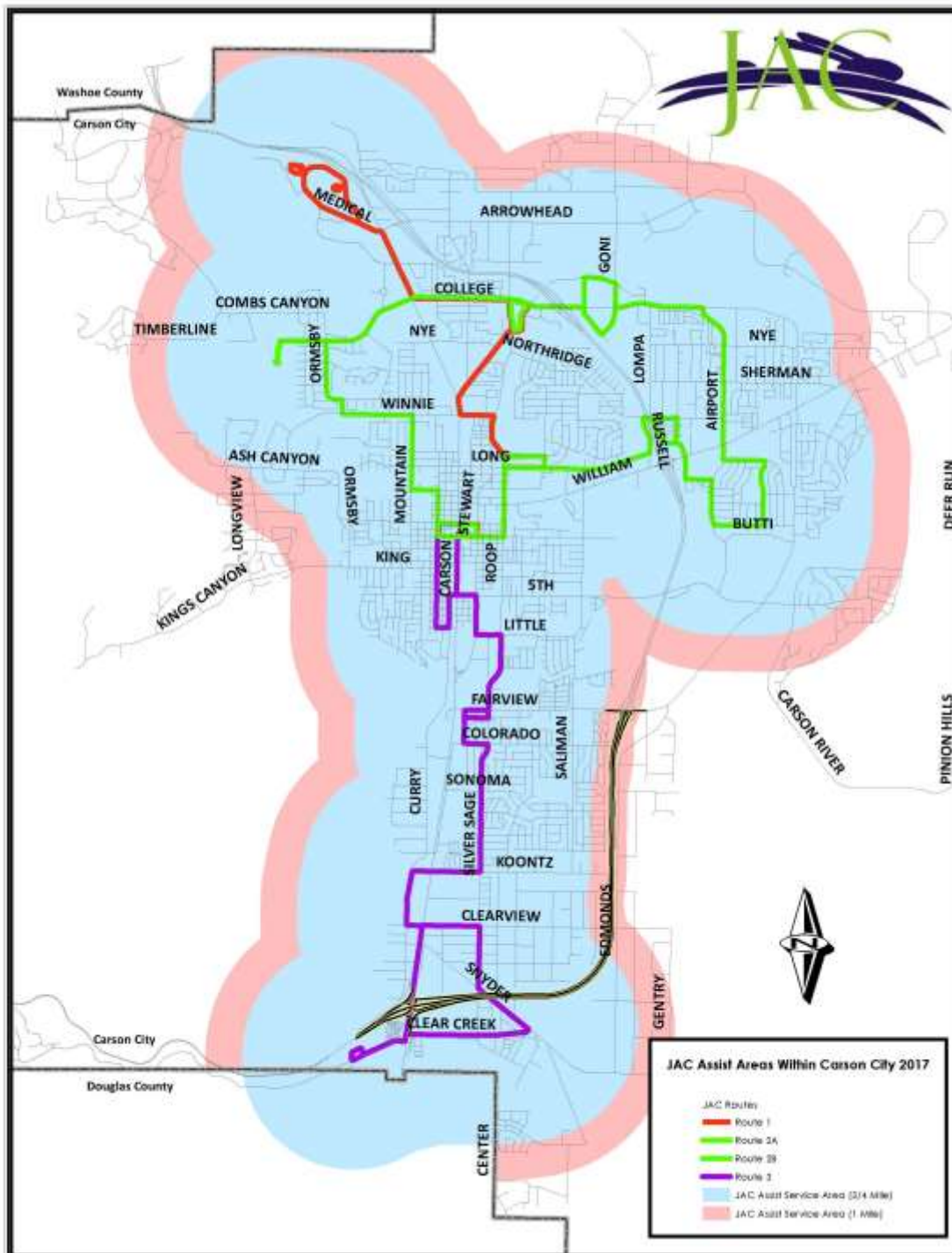
Requesters who are not satisfied with the decision of the ADA Appeals Committee may appeal to the Transportation Manager of the City within five (5) business days after receiving written notification of the ADA Appeals Committee decision. The Transportation Manager shall respond in writing within ten (10) days of receiving the appeal. The decision of the Transportation Manager shall be final.

## **GENERAL**

The Transit Coordinator may modify or waive any of these rules in the interest of fairness or justice for good cause shown.

JAC Assist is not required to provide ADA paratransit service to the individual for the duration of the certification appeal process unless the decision of the ADA Appeals Committee exceeds the thirty (30) day limit.

# APPENDIX C JAC ASSIST SERVICE AREA



## **APPENDIX D JAC ASSIST COMPLAINT PROCESS**

JAC Assist seeks to provide a user-friendly method of resolving your concerns fairly and efficiently. However, we can only resolve problems if we are informed, so please do not hesitate to contact us.

If you have a complaint about service, please call JAC Assist at (775) 841-7433. Be prepared to provide your name, address, phone number and a detailed explanation of your complaint (e.g., date and time of incident, vehicle number, driver's name, etc.) This will allow staff to more completely investigate and respond to your complaint.

If the complaint is not resolved to your satisfaction after five (5) working days, please submit the complaint in writing to the General Manager at 3303 Butti Way, Bldg. 1, Carson City, NV 89701. Be prepared to again provide the information outlined above plus details of your interaction with the JAC Assist office staff.

If the complaint is still not resolved to your satisfaction within five (5) working days, you may submit the complaint in writing to the Transit Coordinator at 3505 Butti Way, Carson City, NV 89701. Be prepared to again provide the information outlined above plus details of your interaction with the JAC Assist office staff and General Manager. You may request to meet personally with the Transit Coordinator to discuss the problem and/or request a written response within ten (10) working days. The Transit Coordinator has discretion to enlist the assistance of other resources, as appropriate, in resolving your problem, e.g., the Transportation Manager, other City staff, the management and staff of contractor, etc. as appropriate.

If the meeting and/or the response are not scheduled/received within ten (10) working days from the date your request is received by the Transit Coordinator or if the meeting/response does not resolve the problem to your satisfaction, you may appeal in writing to the Transportation Manager at 3505 Butti Way, Carson City, NV 89701. The decision of the Transportation Manager shall be final.



## APPENDIX E GLOSSARY

**ADA** – Americans with Disabilities Act signed into law in 1990, making it illegal to discriminate against persons with disabilities regarding employment, public services, public accommodations, and telecommunications. The intent of this law is to provide equal opportunity to person with disabilities, allowing them to fully participate in society and live independently and with economic self-sufficiency.

**CANCELLATION** – To give notice more than one hour before the scheduled trip, that the trip is not needed.

**COMPANION** – A fare-paying person accompanying the JAC Assist rider.

**CONDITIONAL USE ELIGIBILITY** – Individual is not able to use accessible JAC fixed-route transit in specific circumstances and is eligible to use JAC Assist paratransit service under limited circumstances identified by JAC Assist.

**DISABILITY** (as defined by ADA, see Appendix E) – A person with a disability is defined as:

- A person with a physical or mental impairment that substantially limits one or more major life activities; or
- A person with a record of such a physical or mental impairment; or
- A person who is regarded as having such impairment.

It should be noted that the ADA definition of disability is not the same as other definitions of disability used in other federal laws and programs such as Social Security, workers compensation, veterans programs, etc.

**FIXED-ROUTE** – A route in which the bus operates along prescribed routes according to fixed schedules.

**JUMP AROUND CARSON (JAC)** – The marketing name for the fixed-route public transportation system in Carson City.

**JAC ASSIST** – The marketing name for the ADA paratransit public transportation service in Carson City.

**JURISDICTION** – The total area within which the provider is authorized to operate.

**LATE CANCELLATION** – Failure to give notice of cancellation within one hour of scheduled pick-up.

**NO-SHOW** – Failure to give notice of cancellation and/or failure to show up at pick-up location.

**ORIGIN TO DESTINATION** – The JAC Assist vehicle will pick up the passenger at the originating address and drop off the passenger at the destination address.

**PARATRANSIT** – Comparable transportation for individuals, who, because of a physical or mental impairment, cannot use a regular fixed-route system.

**PERSONAL CARE ATTENDANT (PCA)** – An individual, who accompanies the paratransit eligible individual, who requires more assistance than that provided by the driver. Examples of PCA activities performed on behalf of the passenger may include mobility assistance, personal care, or communication.

**REDUCED FARE** – Only applicable for riding the fixed-route system.

**SERVICE ANIMAL** – Any guide dog, signal dog, service dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability.

**SERVICE AREA** – Area in which JAC Assist will pick-up or drop-off individuals. Currently the Service Area is three-quarters (3/4) of a mile on each side of each fixed-route.

**SUBSCRIPTION SERVICE** – Trips that are considered as being consistent and recurring (at least twice per week with the same origin and/or destination) where continuation will extend over a period of at least 90 days.

**TEMPORARY ELIGIBILITY** – Individual is not able to use accessible fixed-route transit at this time, however the condition or circumstance(s) leading to eligibility is reasonably expected to change in the future. For a limited period of time, such as a broken limb that prevents a person to be able to walk to a JAC fixed-route bus stop, the individual is typically eligible to use JAC Assist paratransit service for all trips.

**TRIP-by-TRIP** – Individual is not able to use accessible JAC fixed-route service for certain trips due to architectural and/or environmental barriers. The individual is eligible to use JAC Assist paratransit service for those specific trips identified by JAC Assist.

**UNCONDITIONAL USE ELIGIBILITY** – Individual is not able to use accessible JAC fixed-route transit under any circumstances and is eligible for all trips on JAC Assist paratransit service.

**VISITOR** – Someone who does not reside in the jurisdiction served by JAC or JAC Assist.



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** September 13, 2017

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: (For Possible Action)** To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-060 Freeway Multi-Use Path Project for base bid of \$945,007.00 (Schedules A & B), plus a contingency amount of up to \$72,204.00 for a total not to exceed amount of \$1,017,211.00.

**Staff Summary:** Carson City received sealed bids for all labor, material, tools and equipment necessary for the Freeway Multi-Use Path Project. The project consists of approximately 5,700 linear feet of multi-use path, both concrete and asphalt concrete, including drainage systems, fencing, erosion control, revegetation and related improvements. The work also includes Airport Road mill and overlay, sidewalk, curb/gutter, drainage and related improvements. The Engineer's estimate for this project (Schedules A & B) was \$812,000.00.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to determine Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1718-060 Freeway Multi-Use Path Project for base bid of \$945,007.00 (Schedules A & B), plus a contingency amount of up to \$72,204.00 for a total not to exceed amount of \$1,017,211.00.

### **Background/Issues & Analysis**

NOTICE TO CONTRACTORS was published in the Nevada Appeal and on the Carson City website on August 4, 2017. The bids were opened at approximately 11:10 a.m. on August 29, 2017 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter; Sierra Nevada Construction; Brandon Wheeler, A&K Earthmovers; Dee Westmoreland, MKD Construction; Kate Allen and Robb Fellows, Carson City Public Works; Rachel Porcari; Carson City Executive Offices, and Laura Rader; Purchasing and Contracts.

Bids were received from the following bidders.

<u>Name of Bidder</u>	<u>Total Bid (Schedule A + B + C Additive Alternates)</u>
Sierra Nevada Construction, Inc.	\$668,007.00 + \$277,000 + \$129,000 = \$1,074,007.00
A & K Earth Moves Inc.	\$652,300.00 + \$419,600 + \$106,300 = \$1,178,200.00
MKD Construction, Inc.	\$964,816.20 + \$486,992 + \$194,965 = \$1,646,773.20

All bids received exceeded the Engineer’s estimate for the project. In lieu of constructing the full project (Schedule A + B + C Additive Alternates), RTC staff is recommending executing the contract for Schedules A and B only, for a total construction contract award of \$945,007.00 plus a contingency amount of up to \$72,204.00, for a total not to exceed amount of \$1,017,211.00. These projects are federally funded and require a 5% local match as presented to RTC on March 8, 2017, which will be funded by the RTC. Due to bids coming in above estimate, an additional \$155,000.00 is requested to be funded by RTC. Staff recommends award to Sierra Nevada Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: RTC / 250-3035-431.70-40

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The total project, including design and construction, has been awarded roughly \$950,000 in federal funds. If the construction contract is approved, the above referenced account will be decreased by \$198,111.00, to cover the required local match and additional funding needed, up to the contract amount, as shown in the table below. Sufficient funds are available in the budget to cover this funding amount.

	Construction Contract				Fiscal Impact to RTC Account 250-3035-431.70-40		
	Budget	Low Bid (SNC)	Contingency	Total Contract Cost	5% Local Match*	Additional Funds Requested**	Total RTC Funds Requested <sup>†</sup>
Schedule A – Path	\$560,211.00	\$668,007.00	\$47,204.00	\$715,211.00	\$28,011.00	\$155,000.00	\$183,011.00
Schedule B – Airport Rd.	\$302,000.00	\$277,000.00	\$25,000.00	\$302,000.00	\$15,100.00	\$0.00	\$15,100.00
<b>Total</b>	<b>\$862,211.00</b>	<b>\$945,007.00</b>	<b>\$72,204.00</b>	<b>\$1,017,211.00</b>	<b>\$43,111.00</b>	<b>\$155,000.00</b>	<b>\$198,111.00</b>

\*Included in Budget. Use of federal funds requires 5% local match.

\*\*[(Budget) – (Low Bid) + (Contingency)]

†[(5% Local Match)+(Additional Funds Requested)]

**Alternatives**

Staff has discussed two possible alternatives. All bids could be rejected and the contract could be re-bid in the Spring. Under this alternative, staff anticipates that the bids could come in higher in the Spring. A second alternative could be to cancel the project altogether. This would require RTC to reimburse NDOT for federal funding already expended on design costs for this project.

**Supporting Material**

-Draft contract, Bid Tabulation Report

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Notice to Contractors BID # 1718-060**

**Date & Time of Opening: August 29, 2017 @ 11:10am**

Description				Bidder # 1		Bidder # 2		Bidder # 3	
				SNC		MKD Constrcution		A & K Earth Movers	
<b>BONDING</b> Provided, \$, %, or no				Y		Y		Y	
<b>BIDDER</b> acknowledges receipt of addendums				Y		Y		Y	
Description	Sched Value	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
<b>Freeway Multi-Use Path - Schedule A:</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	10,000.00	\$10,000.00	130,000	\$130,000.00	18700	\$18,700.00
2	Temporary Erosion Control & SWPPP	1	LS	10,000.00	\$10,000.00	15,000	\$15,000.00	17247	\$17,247.00
3	Earthwork, Clearing, Grubbing & Demo	1	LS	20,000.00	\$20,000.00	187,000	\$187,000.00	40000	\$40,000.00
4	Earthwork - Unsuitable fill	1	LS	35,000.00	\$35,000.00	12,000	\$12,000.00	11500	\$11,500.00
5	Earthwork - Suitable fill	1	LS	136,688.75	\$136,688.75	17,000	\$17,000.00	46000	\$46,000.00
6	18" RCP class 4, tongue & groove Storm Drain Pipe	128	LF	112	\$14,336.00	95	\$12,160.00	150	\$19,200.00
7	24" RCP class 3, tongue & groove Storm Drain Pipe	16	LF	165	\$2,640.00	220	\$3,520.00	270	\$4,320.00
8	Type 3-R Catch Basin	2	EA	3,600.00	\$7,200.00	3,000	\$6,000.00	3900	\$7,800.00
9	Type 4-R Catch Basin	1	EA	4,000.00	\$4,000.00	4,500	\$4,500.00	5000	\$5,000.00
10	Storm Drain Manhole	1	EA	7,700.00	\$7,700.00	6,150	\$6,150.00	6000	\$6,000.00
11	Drainage Basin, swales & rock shoulders	1	LS	25,000.00	\$25,000.00	49,000	\$49,000.00	23500	\$23,500.00
12	Infiltration Trench	100	LF	46	\$4,600.00	26	\$2,600.00	25	\$2,500.00
13	Type 1 PCC Curb & Gutter	20	LF	32	\$640.00	175	\$3,500.00	50	\$1,000.00
14	Pedestrian Ramp with Truncated Domes	70	SF	17	\$1,190.00	50	\$3,500.00	53	\$3,710.00
15	4" PCC Path/Sidewalk on 4" Aggregate Base	11,500	SF	6	\$69,000.00	9.5	\$109,250.00	7	\$80,500.00
16	Type 2 Driveways with depressed curb	400	SF	13	\$5,200.00	13.5	\$5,400.00	15	\$6,000.00
17	Wire Rope Fence west side	105	LF	95	\$9,975.00	155	\$16,275.00	90	\$9,450.00
18	PCC Footing Wall	28	LF	126	\$3,528.00	400	\$11,200.00	250	\$7,000.00
19	Raise 60" Sewer Covers to Finished Grade	3	EA	1200	\$3,600.00	1,900	\$5,700.00	1000	\$3,000.00

20	Plantmix Bituminous Pavement Path "C" & "D", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 6 inches Type 2 Aggregate Base	9,450	SF	5	\$47,250.00	5	\$47,250.00	5	\$47,250.00
21	Plantmix Bituminous Pavement Path "C", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 8 inches Type 2 Aggregate Base	5,775	SF	4.75	\$27,431.25	6.3	\$36,382.50	5	\$28,875.00
22	Plantmix Bituminous Pavement Path "B", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on existing roadway with prime coat	30,500	SF	2.6	\$79,300.00	3.25	\$99,125.00	3.8	\$115,900.00
23	Plantmix Bituminous Pavement Roadway, Type 3 Aggregate, PG 64-28 w/Lime 4 inches thick on 8 inches Type 2 Aggregate Base	2,138	SF	6	\$12,828.00	8.65	\$18,493.70	6	\$12,828.00
24	Bollards	6	EA	900	\$5,400.00	1,400	\$8,400.00	1000	\$6,000.00
25	Gate Install (4) locations	1	LS	4,500.00	\$4,500.00	10,000	\$10,000.00	4500	\$4,500.00
26	New smooth wire fence - 4 strain	5,000	LF	12.5	\$62,500.00	16	\$80,000.00	12	\$60,000.00
27	6-ft High Chainlink Fence w/ 5-ft wide Man gate	200	LF	40	\$8,000.00	43	\$8,600.00	40	\$8,000.00
28	Relocate Power and Panel	1	LS	18,000.00	\$18,000.00	19,360	\$19,360.00	21120	\$21,120.00
29	Traffic Signs and Striping	1	LD	28,000.00	\$28,000.00	31,950	\$31,950.00	30400	\$30,400.00
30	Revegetation	10,000	SF	0.45	\$4,500.00	0.55	\$5,500.00	0.5	\$5,000.00
<b>BP.2</b>	<b>Total Bid Price (Schedule A)</b>				\$ 668,007.00	\$ 964,816.20	\$ 652,300.00		
	Description	Sched Value	Unit	Unit Price	Total Price				
	<b>Airport Road - Schedule B:</b>								
1	Mobilization, Demobilization and Clean-Up	1	LS	5,000.00	5,000.00	63,500.00	\$63,500.00	47165	\$47,165.00
2	Temporary Erosion Control & SWPPP	1	LS	1,000.00	1,000.00	7,500.00	\$7,500.00	16000	\$16,000.00
3	Cold Milling	41,100	SF	0.35	14,385.00	0.70	\$28,770.00	0.8	\$32,880.00
4	Demo & Removals	1	LS	21,808.00	21,808.00	41,500.00	\$41,500.00	11000	\$11,000.00
5	4" Irrigation Sleeves	100	LF	20	2,000.00	20	\$2,000.00	40	\$4,000.00
6	Remove & Replace unsuitable areas	1,500	SF	2	3,000.00	3.5	\$5,250.00	4	\$6,000.00
7	15" RCP, class 3, tongue & groove Storm Drain Pipe	90	LF	110	9,900.00	74	\$6,660.00	140	\$12,600.00
8	24" Dia. Riser Inlet	1	EA	2,500.00	2,500.00	4,000.00	\$4,000.00	2900	\$2,900.00
9	Type 4-R Catch Basin	3	EA	4,000.00	12,000.00	5,450.00	\$16,350.00	5000	\$15,000.00
10	Pedestrian Ramp with Truncated Domes	250	SF	17	4,250.00	37	\$9,250.00	45	\$11,250.00
11	Type 1 PCC Curb & Gutter	1,476	LF	32	47,232.00	47	\$69,372.00	40	\$59,040.00
12	4" PCC Sidewalk on 4" Aggregate Base	2,100	SF	7.75	16,275.00	10.5	\$22,050.00	8	\$16,800.00

13	Cross Sidewalk Drain	2	EA	1,000.00	2,000.00	1,250.00	\$2,500.00	2000	\$4,000.00
14	6" PCC Aprons Driveways with depressed curb	525	SF	14	7,350.00	24	\$12,600.00	13	\$6,825.00
15	Wire Rope Fence east side	90	LF	95	8,550.00	155	\$13,950.00	90	\$8,100.00
16	Raise 60" Sewer Cover to Finished Grade	1	EA	1,200.00	1,200.00	1,700.00	\$1,700.00	1100	\$1,100.00
17	Raise SDMH or SSMH Cover to Finished Grade	2	EA	1,200.00	2,400.00	1,700.00	\$3,400.00	700	\$1,400.00
18	Plantmix Bituminous Pavement Overlay, Type 3 Aggregate, PG 64-28 w/Lime 2 inches thick	55,500	SF	1.25	69,375.00	1.95	\$108,225.00	1.6	\$88,800.00
19	Plantmix Bituminous Pavement Patch, 3" AC, Type 2 Aggregate, PG 64-22 w/Lime on 9" Aggregate Base	5,300	SF	4.25	22,525.00	4.55	\$24,115.00	5.8	\$30,740.00
20	Plantmix Bituminous Pavement Leveling Course, Type 2 Aggregate, PG 64-22 w/Lime	250	TN	76	19,000.00	150	\$37,500.00	150	\$37,500.00
21	All Pavement Markings	1	LS	5,250.00	5,250.00	6,800.00	\$6,800.00	6500	\$6,500.00
<b>BP.2</b>	<b>Total Bid Price (Schedule B)</b>			\$ 277,000.00		\$ 486,992.00		\$ 419,600.00	
Description		Sched Value	Unit	Unit Price	Total Price				
<b>Additive Alternate 1 - Schedule C:</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	7000	7,000.00	43500	\$43,500.00	8300	\$8,300.00
2	Temporary Erosion Control & SWPPP	1	LS	1500	1,500.00	4000	\$4,000.00	3480	\$3,480.00
3	Earthwork, Clearing & Grubbing	1	LS	48,100.00	48,100.00	52000	\$52,000.00	8500	\$8,500.00
4	Demo existing fence	1	LS	500	500.00	4500	\$4,500.00	1000	\$1,000.00
5	Earthwork – Remove & Replace unsuitable areas with 12" Aggregate Base	500	SF	2.5	1,250.00	12.5	\$6,250.00	5	\$2,500.00
6	4" Irrigation Sleeves	20	LF	20	400.00	20	\$400.00	60	\$1,200.00
7	4" PCC Path/Sidewalk on 4" Aggregate Base	800	SF	6	4,800.00	17	\$13,600.00	14	\$11,200.00
8	Plantmix Bituminous Pavement Path C Alt, Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 6 inches Type 2 Aggregate Base	11,500	SF	4.6	52,900.00	4.75	\$54,625.00	5	\$57,500.00
9	Bollards	3	EA	900	2,700.00	1450	\$4,350.00	1000	\$3,000.00
10	New smooth wire fence - 4 strain	460	LF	12.5	5,750.00	16	\$7,360.00	12	\$5,520.00
11	5-ft High Chainlink Fence	60	LF	40	2,400.00	43	\$2,580.00	40	\$2,400.00
12	Traffic Signs and Striping	1	LS	1,700.00	1,700.00	1800	\$1,800.00	1700	\$1,700.00
<b>BP.2</b>	<b>Total Additive Alternate 1 Bid Price (Schedule C)</b>			\$ 129,000.00		\$ 194,965.00		\$ 106,300.00	
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
Bid Document executed? y/n	Y	Y	Y

**MKD written: One Million Four Hundred Fifty One Thousand Seven Hundred Ninety Eight Dollars & Twenty Cents. True total 1,451,808.20**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

THIS CONTRACT is made and entered into this 13th day of September, 2017, 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 Manager 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(17) 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\_\_\_) (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 **CONTRACTOR** for **CONTRACT No. 1718-060**, titled **Freeway Multi-Use Path 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.1718-060 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 <http://ww.carson.org/curentbids>.

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: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path 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 Finance Department/Bid Opportunities website ([www.carson.org](http://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 Robertson, President  
Sierra Nevada Construction, Inc.  
P.O. Box 50760  
Sparks, NV 89435  
email: bids@snc.biz

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

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[Lrader@carson.org](mailto:Lrader@carson.org)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract (Schedule A & B) for the Contract Amount of Nine Hundred Forty Five Thousand Seven Dollars and 00/100 (\$945,007.00).

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

6.3.2.2 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 **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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path Project

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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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:

(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***



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path Project

*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.

## 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: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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 **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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path Project

## 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 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 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.

24.1.3 **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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

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. §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(17), 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.



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

**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 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:

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

**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**

Chief Financial Officer  
Attn: Laura Rader, 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  
Lrader@carson.org

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Nancy Paulson, 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 Contract**

By: \_\_\_\_\_

Account #250-3035-431.70-40

Dated: \_\_\_\_\_

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path 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 Robertson

**TITLE:** President

**FIRM:** Sierra Nevada Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** 17-04425

**NEVADA CONTRACTORS LICENSE #:** 25565

**Address:** P.O. 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: 1718-060**

**PWP #2017-251**

**Title: Freeway Multi-Use Path Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 13, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-060** and titled **Freeway Multi-Use Path Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
BRAD BONKOWSKI, CHAIRPERSON

DATED this 13<sup>th</sup> day of September, 2017.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 13<sup>th</sup> day of September, 2017.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1718-060

PWP #2017-251

Title: Freeway Multi-Use Path Project

## PERFORMANCE BOND

Doc. No. 2151  
(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 \_\_\_\_\_, 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 # 1718-060** and titled **Freeway Multi-Use Path 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 # 1718-060** and titled **Freeway Multi-Use Path Project**

<b>BY:</b>	<b>(Signature of Principal)</b>   <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest By:</b>	<b>(Signature of Notary)</b>
<b>Subscribed and Sworn before me this          day of          ,20____</b>	

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## 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

Doc. No. 2152  
(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 #1718-060** and titled **Freeway Multi-Use Path 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 Attached Bid\*\* dollars (\$ \*\*5%\*\*) 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 # 1718-060, PWP # 2017-251, for the Project Title: Freeway Multi-Use Path 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: 21st Day of August 2017

Sierra Nevada Construction, Inc.

Principal

By: *Kevin L. Robertson*

**KEVIN L. ROBERTSON**

Liberty Mutual Insurance Company

Surety

By: *Lori Jones*

Lori Jones Attorney-In-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Exhibit A  
Certificate No. 7803271

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

**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 M. Cantlon; Lori Jones; Nicholas D. Rossi; Patricia Owens; 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 14th day of June, 2017.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of June, 2017, 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 21<sup>st</sup> day of August, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# BID PROPOSAL

**BID # 1718-060**

**BID TITLE: "Freeway Multi-Use Path 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.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of 1,2,3 Addendums.

## BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Freeway Multi-Use Path - Schedule A:</b>				
1	Mobilization, Demobilization and Clean-Up	1	LS	10,000.00	10,000.00
2	Temporary Erosion Control & SWPPP	1	LS	10,000.00	10,000.00
3	Earthwork, Clearing, Grubbing & Demo	1	LS	20,000.00	20,000.00
4	Earthwork - Unsuitable fill	1	LS	35,000.00	35,000.00
5	Earthwork - Suitable fill	1	LS	136,688.75	136,688.75
6	18" RCP class 4, tongue & groove Storm Drain Pipe	128	LF	112.00	14,336.00
7	24" RCP class 3, tongue & groove Storm Drain Pipe	16	LF	165.00	2,640.00
8	Type 3-R Catch Basin	2	EA	3,600.00	7,200.00
9	Type 4-R Catch Basin	1	EA	4,000.00	4,000.00
10	Storm Drain Manhole	1	EA	7,700.00	7,700.00
11	Drainage Basin, swales & rock shoulders	1	LS	25,000.00	25,000.00
12	Infiltration Trench	100	LF	46.00	4,600.00
13	Type 1 PCC Curb & Gutter	20	LF	32.00	640.00
14	Pedestrian Ramp with Truncated Domes	70	SF	17.00	1,190.00
15	4" PCC Path/Sidewalk on 4" Aggregate Base	11,500	SF	6.00	69,000.00
16	Type 2 Driveways with depressed curb	400	SF	13.00	5,200.00
17	Wire Rope Fence west side	105	LF	95.00	9,975.00
18	PCC Footing Wall	28	LF	126.00	3,528.00
19	Raise 60" Sewer Covers to Finished Grade	3	EA	1,200.00	3,600.00
20	Plantmix Bituminous Pavement Path "C" & "D", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 6 inches Type 2 Aggregate Base	9,450	SF	5.00	47,250.00
21	Plantmix Bituminous Pavement Path "C", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 8 inches Type 2 Aggregate Base	5,775	SF	4.75	27,431.25
22	Plantmix Bituminous Pavement Path "B", Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on existing roadway with prime coat	30,500	SF	2.60	79,300.00

# BID PROPOSAL

23	Plantmix Bituminous Pavement Roadway, Type 3 Aggregate, PG 64-28 w/Lime 4 inches thick on 8 inches Type 2 Aggregate Base	2,138	SF	6.00	12,828.00
24	Bollards	6	EA	900.00	5,400.00
25	Gate Install (4) locations	1	LS	4,500.00	4,500.00
26	New smooth wire fence - 4 strain	5,000	LF	12.50	62,500.00
27	6-ft High Chainlink Fence w/ 5-ft wide Man gate	200	LF	40.00	8,000.00
28	Relocate Power and Panel	1	LS	18,000.00	18,000.00
29	Traffic Signs and Striping	1	LS	28,000.00	28,000.00
30	Revegetation	10,000	SF	0.45	4,500.00
<b>BP.2 Total Bid Price (Schedule A)</b>				<b>668,007.00</b>	

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Airport Road - Schedule B:</b>					
1	Mobilization, Demobilization and Clean-Up	1	LS	5,000.00	5,000.00
2	Temporary Erosion Control & SWPPP	1	LS	1,000.00	1,000.00
3	Cold Milling	41,100	SF	0.35	14,385.00
4	Demo & Removals	1	LS	21,808.00	21,808.00
5	4" Irrigation Sleeves	100	LF	20.00	2,000.00
6	Remove & Replace unsuitable areas	1,500	SF	2.00	3,000.00
7	15" RCP, class 3, tongue & groove Storm Drain Pipe	90	LF	110.00	9,900.00
8	24" Dia. Riser Inlet	1	EA	2,500.00	2,500.00
9	Type 4-R Catch Basin	3	EA	4,000.00	12,000.00
10	Pedestrian Ramp with Truncated Domes	250	SF	17.00	4,250.00
11	Type 1 PCC Curb & Gutter	1,476	LF	32.00	47,232.00
12	4" PCC Sidewalk on 4" Aggregate Base	2,100	SF	7.75	16,275.00
13	Cross Sidewalk Drain	2	EA	1,000.00	2,000.00
14	6" PCC Aprons Driveways with depressed curb	525	SF	14.00	7,350.00
15	Wire Rope Fence east side	90	LF	95.00	8,550.00
16	Raise 60" Sewer Cover to Finished Grade	1	EA	1,200.00	1,200.00
17	Raise SDMH or SSMH Cover to Finished Grade	2	EA	1,200.00	2,400.00
18	Plantmix Bituminous Pavement Overlay, Type 3 Aggregate, PG 64-28 w/Lime 2 inches thick	55,500	SF	1.25	69,375.00
19	Plantmix Bituminous Pavement Patch, 3" AC, Type 2 Aggregate, PG 64-22 w/Lime on 9" Aggregate Base	5,300	SF	4.25	22,525.00
20	Plantmix Bituminous Pavement Leveling Course, Type 2 Aggregate, PG 64-22 w/Lime	250	TN	76.00	19,000.00
21	All Pavement Markings	1	LS	5,250.00	5,250.00
<b>BP.2 Total Bid Price (Schedule B)</b>				<b>277,000.00</b>	

# BID PROPOSAL

Description	Scheduled Value	Unit	Unit Price	Total Price	
<b>Additive Alternate 1 - Schedule C:</b>					
1	Mobilization, Demobilization and Clean-Up	1	LS	7,000.00	7,000.00
2	Temporary Erosion Control & SWPPP	1	LS	1,500.00	1,500.00
3	Earthwork, Clearing & Grubbing	1	LS	48,100.00	48,100.00
4	Demo existing fence	1	LS	500.00	500.00
5	Earthwork – Remove & Replace unsuitable areas with 12" Aggregate Base	500	SF	2.50	1,250.00
6	4" Irrigation Sleeves	20	LF	20.00	400.00
7	4" PCC Path/Sidewalk on 4" Aggregate Base	800	SF	6.00	4,800.00
8	Plantmix Bituminous Pavement Path C Alt, Type 3 Aggregate, PG 64-28 w/Lime 3 inches thick on 6 inches Type 2 Aggregate Base	11,500	SF	4.60	52,900.00
9	Bollards	3	EA	900.00	2,700.00
10	New smooth wire fence - 4 strain	460	LF	12.50	5,750.00
11	5-ft High Chainlink Fence	60	LF	40.00	2,400.00
12	Traffic Signs and Striping	1	LS	1,700.00	1,700.00
BP.2	<b>Total Additive Alternate 1 Bid Price (Schedule C)</b>			<b>129,000.<sup>00</sup></b>	

BP.3 Total Base (Schedule (A) & (B) Bid Price Written in Words:

Nine hundred forty five thousand seven dollars

BP.4 Total Additive Alternate (Schedule (C) Bid Price Written in Words:

One hundred twenty nine thousand dollars

BP.5 BIDDER INFORMATION:

Company Name: Sierra Nevada Construction, Inc.

Federal ID No & DUNS No.: 88-0245093 - 361701170

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

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7137/FAX 887-2107**  
**<http://www.carson.org/bids>**  
**NOTICE TO CONTRACTORS**  
**BID #1718-060**  
**Freeway Multi-Use Path Project**

**Addendum No. 3**

Please make the following additions/changes/clarifications to the above referenced project:

1. Clarification for Signs and Pavement Markings bid items:
  - Schedule A – all signs along Airport road, pathways to the additive alternate limits, Lompa lane to Northridge are in Schedule A
  - Schedule B, Airport Road – Only pavement markings are a part of the work.
  - Schedule C – Additive Alternate, Only signs between additive alternate limits are in this part of the work. There are no pavement markings under this item.



**CARSON CITY PURCHASING AND CONTRACTS**  
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**Carson City, NV 89701**  
**775-283-7137/FAX 887-2286**  
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**NOTICE TO CONTRACTORS**  
**BID #1718-060**  
**Freeway Multi-Use Path Project**

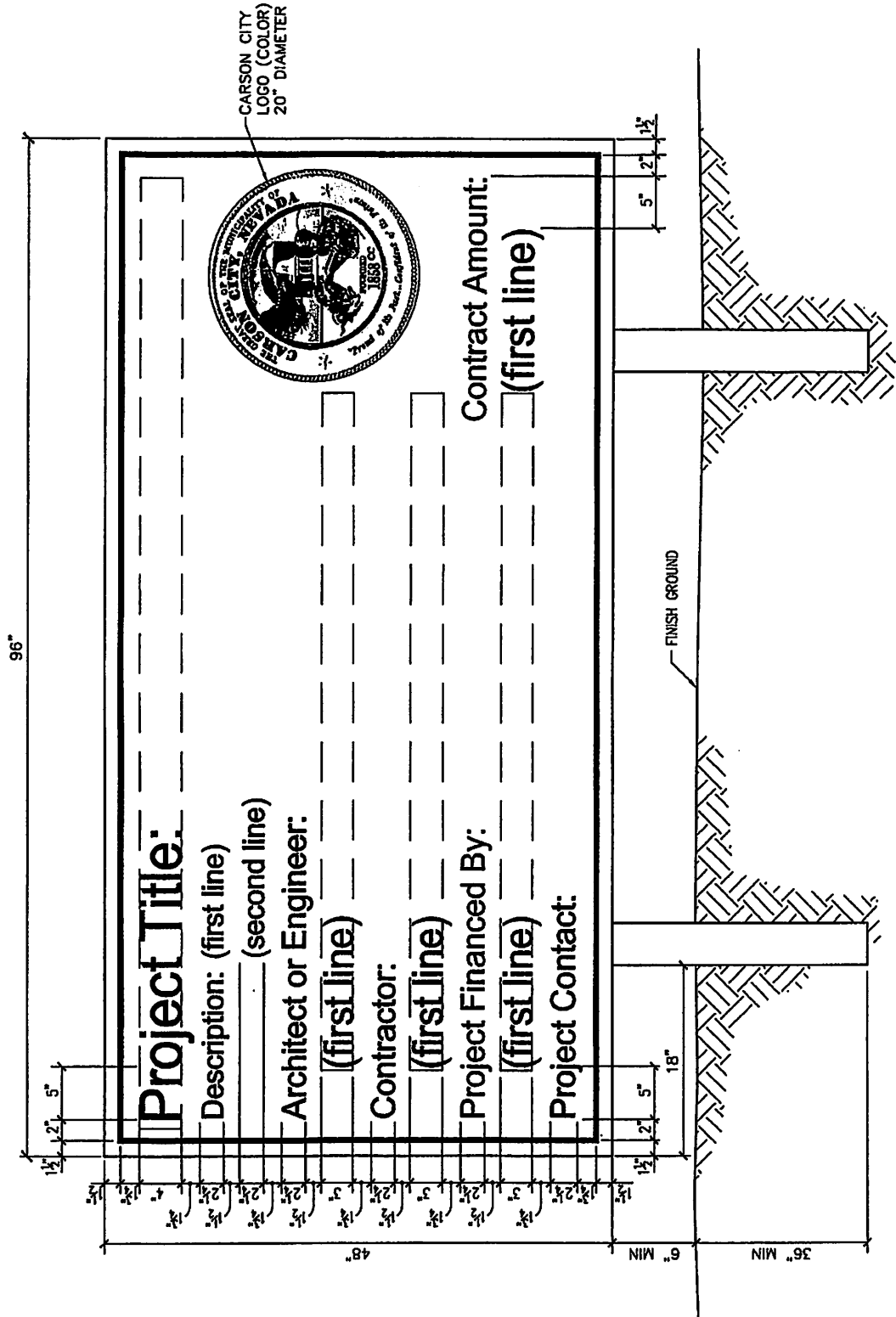
**Addendum No. 2**

Please make the following additions/changes/clarifications to the above referenced project:

1. Add detail of project sign to the Special Conditions.
2. Clarification – Polymer asphalt cements, all references, PG 64-22 shall meet specification of table 201.02-III of the SSPWC; PG 64-28 is the same as PG 64-28NV and shall meet specification of table 201.02-IV of the SSPWC, latest edition.
3. Change Special Condition Section SC 4.3.20 C “Payment for Plantmix Bituminous Pavement Street, Type 3 Aggregate, PG 64-22...” to “Payment for Plantmix Bituminous Pavement Leveling Course, Type 2 Aggregate, PG 64-22...”
4. Change Plan sheet C41 detail 1 - Bicycle with arrow detail to Helmeted Bicycle Symbol B.



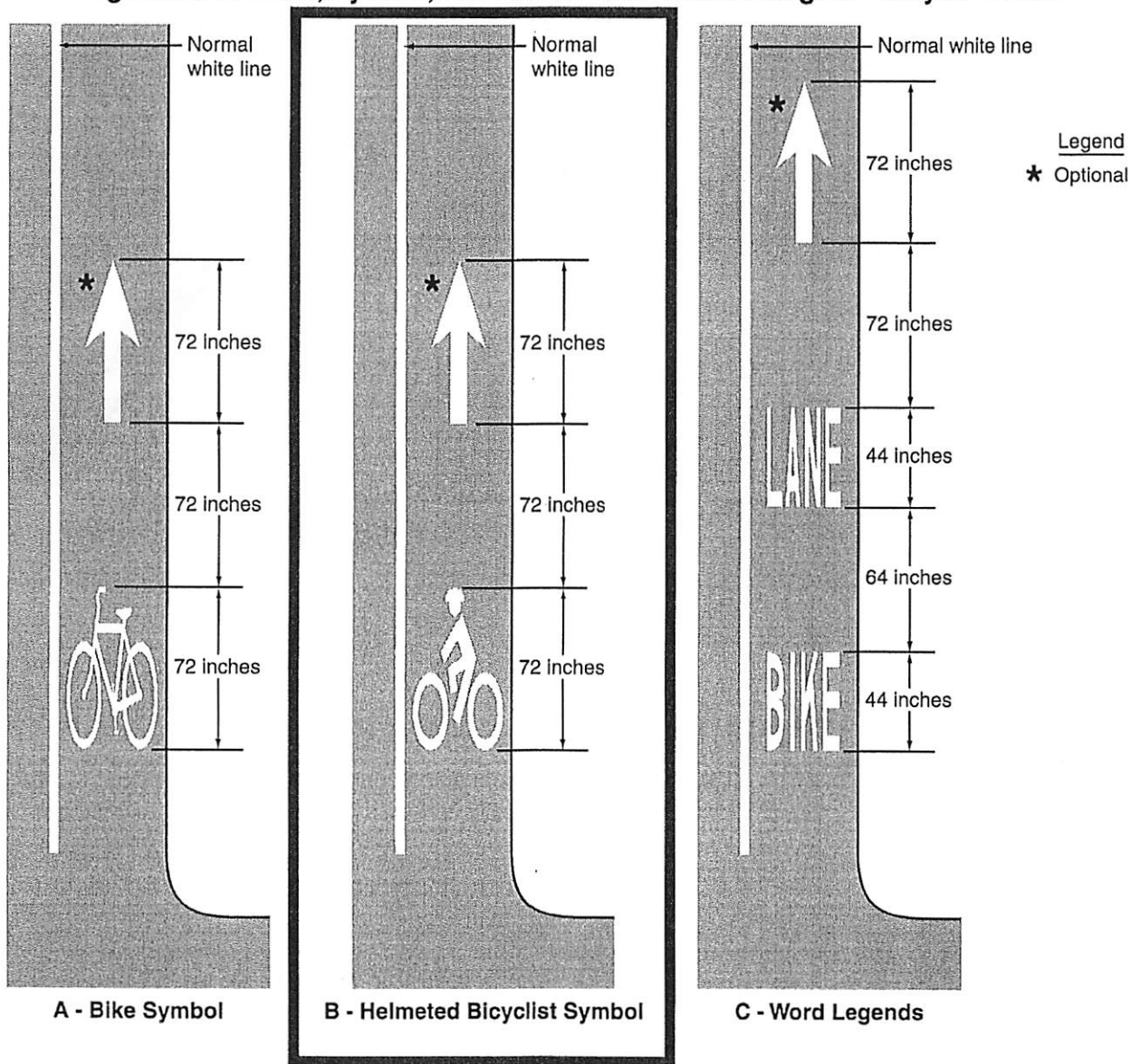
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NO.			REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION		SECTION	
					<b>PROJECT SIGN</b>		CARSON CITY	
							DRAWING NO.	
							C-XX.0	
					DATE		PAGE	
					4/2005		XX	



**Figure 9C-3. Word, Symbol, and Arrow Pavement Markings for Bicycle Lanes**



09 *An optional through-right turn lane next to a right turn only lane should not be used where there is a through bicycle lane. If a capacity analysis indicates the need for an optional through-right turn lane, the bicycle lane should be discontinued at the intersection approach.*

10 *Posts or raised pavement markers should not be used to separate bicycle lanes from adjacent travel lanes.*

Support:

11 *Using raised devices creates a collision potential for bicyclists by placing fixed objects immediately adjacent to the travel path of the bicyclist. In addition, raised devices can prevent vehicles turning right from merging with the bicycle lane, which is the preferred method for making the right turn. Raised devices used to define a bicycle lane can also cause problems in cleaning and maintaining the bicycle lane.*

**Standard:**

12 **Bicycle lanes shall not be provided on the circular roadway of a roundabout.**

Guidance:

13 *Bicycle lane markings should stop at least 100 feet before the crosswalk, or if no crosswalk is provided, at least 100 feet before the yield line, or if no yield line is provided, then at least 100 feet before the edge of the circulatory roadway.*

## BITUMINOUS MATERIALS

201.00-4

TABLE 201.02-III  
Specifications for Performance Graded Asphalt Cement

Test	Test Method	Requirements	Limit with Tolerance	Rejection Limit
		<b>PG 64-22</b>		
Tests on Original Asphalt Cement				
Rotational Viscosity @135° C (Pa.s)	AASHTO T 316	3.00 Maximum	3.21 Maximum	3.50 Maximum
Flash Point using Cleveland Open Cup (°C)	AASHTO T 48	230 Minimum	222 Minimum	163 Minimum
Dynamic Shear, G* /sinδ @64° C, 10 rads/sec (kPa)	AASHTO T 315	1.00 Minimum	0.90 Minimum	0.75 Minimum
Solubility (%)	AASHTO T 44	99.0 Minimum	98.9	98.6
Tests on Residue from Rolling Thin Film Oven (Nev. T728)				
Dynamic Shear, G* /sinδ @64° C, 10 rads/sec (kPa)	AASHTO T 315	2.20 Minimum	1.98 Minimum	1.65 Minimum
Average Mass Change (%)	Nev. T728	1.00 Maximum	1.00 Maximum	1.01 Maximum
Tests on Residue from Pressure Aging Vessel @100° C (AASHTO R 28)				
Dynamic Shear, G* sinδ @25° C, 10 rads/sec (kPa)	AASHTO T 315	5000 Maximum	5500 Maximum	6250 Maximum
Flexural Creep Stiffness	AASHTO T 313			
Stiffness Modulus, S @ -12° C, 60 sec (MPa)	AASHTO T 313	300 Maximum	330 Maximum	375 Maximum
m-value @ -12° C, 60 sec	AASHTO T 313	0.300 Minimum	0.290 Minimum	0.245 Minimum

Revised 12/21/2016

## BITUMINOUS MATERIALS

201.00-5

**TABLE 201.02-IV**  
Specifications for Polymerized Performance Graded Asphalt Cement

Test	Test Method	Requirements	Limit with Tolerance	Rejection Limit
		<b>PG 64-28NV</b>		
Tests on Original Asphalt Cement				
Rotational Viscosity @135° C (Pa.s)	AASHTO T 316	3.00 Maximum	3.21 Maximum	3.50 Maximum
Flash Point using Cleveland Open Cup (°C)	AASHTO T 48	230 Minimum	222 Minimum	163 Minimum
Ductility @4° C, 5 cm/min (cm)	Nev. T746	50 Minimum	50 Minimum	29 Minimum
Toughness @25° C (inch-lbs)	Nev. T745	110 Minimum	110 Minimum	57 Minimum
Tenacity @25° C (inch-lbs)	Nev. T745	75 Minimum	75 Minimum	22 Minimum
Sieve Test (Particulates Retained)	Nev. T730	0	1	10
Dynamic Shear, G* /sinδ @64° C, 10 rads/sec (kPa)	AASHTO T 315	1.00 Minimum	0.90 Minimum	0.75 Minimum
Tests on Residue from Rolling Thin Film Oven (Nev. T728)				
Ductility @4° C, 5 cm/min (cm)	Nev. T746	25 Minimum	25 Minimum	4 Minimum
Dynamic Shear, G* /sinδ @64° C, 10 rads/sec (kPa)	AASHTO T 315	2.20 Minimum	1.98 Minimum	1.65 Minimum
Average Mass Change (%)	Nev. T728	1.00 Maximum	1.00 Maximum	1.01 Maximum
Tests on Residue from Pressure Aging Vessel @100° C (AASHTO R 28)				
Dynamic Shear, G* sinδ @22° C, 10 rads/sec (kPa)	AASHTO T 315	5000 Maximum	5500 Maximum	6250 Maximum
Flexural Creep Stiffness	AASHTO T 313			
Stiffness Modulus, S @ -18° C, 60 sec (MPa)	AASHTO T 313	300 Maximum	330 Maximum	375 Maximum
m-value @ -18° C, 60 sec	AASHTO T 313	0.300 Minimum	0.290 Minimum	0.245 Minimum

1. PG 64-28NV shall be blended at the source of supply and delivered as a completed mixture to the job site. PG 64-28NV shall not be transported by railroad car.

Revised 12/21/2016

**CARSON CITY PURCHASING AND CONTRACTS**  
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**Carson City, NV 89701**  
**775-283-7137/FAX 887-2286**  
**<http://www.carson.org/bids>**

**RFP #1718-060**

August 18, 2017

Addendum No. 1

Please incorporate the additional information, below, into the above referenced project.

**Question: Would it be possible to get a copy of AutoCAD file from the engineer so we can perform an earthwork takeoff? I am looking specifically for file that shows the existing contours.**

**Answer: The file has been added as an attachment.**

End of Addendum 2



# BID PROPOSAL

<b>Contact Person / Title:</b>	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.6 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>	25565
License Classification(s):	A, general engineering
Limitation(s) of License:	unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/19
Name of Licensee:	Sierra Nevada Construction, Inc.
<b>Carson City Business License Number:</b>	17-00004425
Date Issued:	12/12/16
Date of Expiration:	12/31/17
Name of Licensee:	Sierra Nevada Construction, Inc.

**BP.7 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:

# BID PROPOSAL

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

**BP.8 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
see attached	
Name 1)	

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

# BID PROPOSAL

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 - 12 years.
Craig D. Holt	Vice President	2001	1994	Business Manager - 7 years; \$100M in civil construction & materials per year, Vice President - 12 years.
Marc Markwell	Secretary/Treasurer	2012	1989	Project Manager, Business Manager - Up to 100M in civil construction and vertical construction
Jeff Barker	Superintendent	1991	1984	Foreman - 13 years, Project Superintendent - 12 years
Dave Funk	Superintendent	2012	1972	Construction Manager, Project Manager, Superintendent - \$5M to 220M Design build contracts and major reconstruct projects
Jeremiah Merrit	Safety and Risk Director	2014	2000	Regional Safety Manager, Safety Manager - projects ranging from \$0 - \$75M
Mark Gordine	Senior Estimator/Project Manager	2005	1990	Project Engineer, Project Manager, Estimator, Area Manager
Alex Faust	Pavement Maintenance Manager	2002	2000	Project Engineer, Project Manager, Estimator, Area Manager
Justin Terpenney	Construction Manager of Pavement Maintenance	2013	2000	Operator, Foreman, Superintendent, Construction Manager



# BID PROPOSAL

**BP.9 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)

<b>Company Name 1):</b> see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BID PROPOSAL

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
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
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	P.O. Box 30002, Reno, NV 89520
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
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 3, Carson City, NV 89701
Alston Construction	Wild Horse Offsites	\$1,986,478.00	Sitework	06/01/16	Brett Olson	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 3, Carson City, NV 89701
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 3, 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
Regional Transportation Commission	RTC Plumas Street Pedestrian Improvements	\$318,685.00	Pedestrian Improvement	02/12/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
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 Resurface	\$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
Humboldt County	Humboldt County 2014 Street Resurfacing	\$412,111.00	Asphalt Maintenance	01/13/15	Public Works	707-445-7245	1106 Second Street, Eureka, CA 95501
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
California Department of Transportation	Caltrans 03-3F8604 Grass Valley at Alta	\$454,345.00	Highway Reconstruct	12/03/14	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
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
City of Ione	Ione 2014 Pavement Rehabilitation Project	\$182,802.00	Asphalt Maintenance	11/30/14	Public Works	209-274-2412	1 E. Main Street, Ione CA 95640
City of Ukiah	Ukiah Slurry Seal of Local Streets	\$102,907.00	Asphalt Maintenance	11/25/14	Richard Seanor	707-463-6204	300 Seminary Ave., Ukiah CA 95482
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
Douglas County	Douglas County 2014 Road Seal	\$406,161.00	Asphalt Maintenance	10/14/14	Doug Johnson	775-782-6201	P.O. Box 218, Minden, NV 89423
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
City of Roseville	Roseville 2014 Bike Trail Slurry Seal	\$173,360.00	Slurry Seal	09/19/14	Joseph McKinney	916-774-5263	311 Vernon Street, Roseville CA 95678
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

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Exhibit A

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
Gerlach General Improvement District	Gerlach Sewer Main Replacement	\$81,682.00	Sewer Replacement	07/18/14	Wiley Courtney	775-851-4788	P.O. Box 209, Gerlach NV 89412
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 Q2-003-14 I-80 Truck Inn Cattle Guard	\$62,007.00	Cattle Guard	06/30/14	Steve Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
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
City of Carson City	2013 Street Maintenance Program	\$700,483.00	Street Reconstruction	01/31/14	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
Lander County	2013 Road Maintenance Project	\$900,519.00	Street Reconstruction	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
Douglas County	2013 Road Seal and Overlay Project	\$439,561.00	Street Reconstruction/Overlay	10/31/13	Ed Mason	775-782-6201	P.O. Box 218, Minden, NV 89423
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
City of Sparks	2013 Preventative Maintenance Program	\$375,963.00	Asphalt Maintenance	09/23/13	Brent Quilici	775-353-2273	431 Prater Way, Sparks, NV 89431
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 Raliff	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
California Department of Transportation	Caltrans 03-4M5404 El Dorado County	\$706,007.00	HMA Overlay	08/31/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
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 Utiliti	08/20/13	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Gardnerville General Improvement District	2013 Street Rehab	\$677,007.00	Street Maintenance	08/20/13	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
California Department of Transportation	Caltrans 03-4M5604 Glenn County	\$559,007.00	Pave and Microseal	08/15/13	Hugo Topete	530-741-5504	1727 30th Street Sacramento, CA 95816
Nevada Department of Transportation	Cattle Guard	\$88,007.00	Cattle Guard	08/15/13	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Ma	07/30/13	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahump, NV 89060
Washoe County School District	Running Track Reconstruct	\$542,007.00	Running Track Reconstruct	07/20/13	Gary Clark	775-348-0200	925 E. 9th Street, Reno, NV 8950
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
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Crack Seal	\$552,007.00	Asphalt Maintenance	05/13/13	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
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
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 Hollrige	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
Nevada Department of Transportation	NDOT Q0-001-12 Parking Lot	\$195,007.00	Asphalt Maintenance	04/26/12	Steve Lannie	775-888-7050	1263 S. Stewart St, Carson City, NV 89712
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
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	Street Reconstruction	03/12/12	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
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
City of Carson City	Carson City Street Maintenance 2011	\$507,007.00	Street Reconstruction	12/20/11	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
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	Street Reconstruction	11/15/11	Boyd Ratcliff	775-777-2713	1263 S. Stewart St, Carson City, NV 89712

# SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE


Exhibit A

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 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 Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95816
Lyon County	Afonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/01/10	Gary Freid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
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
City of Carson City	Fairview Drive Reconstruct	\$3,689,447.00	Street Reconst/Underground Utilities	11/07/08	Darren Schulz	775-887-2355	3505 Butti Way Carson City, NV 89701
Trammel Crow	West American Commerce Center	\$6,725,745.00	Sitework/Underground Utilities	10/31/08	Odo Langowski	775-356-9121	6980 Sierra Center Pkwy, Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381604 Milford	\$28,848,007.00	Shoulder Widening	10/15/08	Chris Cummins	530-225-3280	1727 30th Street, Sacramento, CA 95816
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00	Sitework	10/10/08	Steve Roehr	801-625-5605	4701 N. Torrey Pines Drive, Las Vegas, NV 89130
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$3,087,007.00	Sitework/Tank/Piping	10/01/08	Jim Puccinelli	775-834-8056	1355 Capital Blvd., Reno, NV 89502
Regional Transportation Commission	RTC Mayberry	\$1,257,007.00	Street Reconstruction	09/30/08	David Logan	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Pyramid / LaPosada	\$6,767,690.75	Street Reconstruction	09/30/08	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Altos Parkway	\$1,824,007.00	Street Reconstruction	08/31/08	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
City of West Sacramento	Tower Bridge Gateway	\$4,329,007.00	Street Reconstruction	08/31/08	Lenard LaChappelle	916-617-4645	1110 W. Capitol Ave, W. Sacramento, CA 95691
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00	Sitework/Tank/Piping	08/01/08	Jim Puccinelli	775-834-8056	1355 Capital Blvd., Reno, NV 89502
California Department of Transportation	Caltrans #03-290904 Kings Beach	\$1,927,007.00	Drainage Improvements	05/01/08	Tim Crosby	530-587-5698	1727 30th Street, Sacramento, CA 95816

# BID PROPOSAL

## BP. 10 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

August 29, 2017  
 \_\_\_\_\_  
 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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2015	.85	1.02
2016	.72	2.61

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> 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.11 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. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and 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	NV Contractor License # 25565 DUNS# 361701170	Limit of License unlimited
Description of work <i>mob (partial), SWPPP, earthwork, underground, concrete base &amp; grade, utility adjustments, aggregate base, grading, paving, primecoat, cold milling (partial), demo &amp; removals, traffic control</i>		
Name of Subcontractor <i>RENO Concrete</i>	Address <i>PO Box 34210, Reno, NV 89533</i>	
Phone <i>775-829-2200</i>	NV Contractor License # <i>40810</i> DUNS# <i>938106168</i>	Limit of License <i>3,000,000</i>
Description of work <i>concrete flatwork</i>		
Name of Subcontractor <i>Tholl Fence</i>	Address <i>PO Box 855, Sparks, NV 89432</i>	
Phone <i>775-358-8680</i>	NV Contractor License # <i>5193A</i> DUNS# <i>034966671</i>	Limit of License <i>unlimited</i>
Description of work <i>fence work</i>		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.12 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	NV Contractor License # 25565 DUNS# 361701170	Limit of License unlimited	
Description of work <i>mob (partial), SWPPP, earthwork, underground, concrete base &amp; grade, utility adjustments, aggregate base, grading, paving, primecoat, cold milling (partial), demo &amp; removals, traffic control</i>			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			



# BID PROPOSAL

## SUBCONTRACTORS

**BP. 13 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		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	NV Contractor License # DUNS#	Limit of License	
Description of work			



# BID PROPOSAL

## BP.15 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 "Freeway Multi-Use Path Project", contract number 1718-060, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

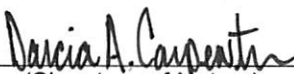
### BIDDER:

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: August 29, 2017

Signed and sworn (or affirmed) before me on this 29th day of August, 2017, by Kevin L. Robertson.

  
(Signature of Notary)

(Notary Stamp)



**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada

COUNTY OF Washoe

SS

I, Kevin L. Robertson (Name of party signing this affidavit and the Proposal Form) President (title).  
being duly sworn do depose and say: That Sierra Nevada Construction, Inc.  
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

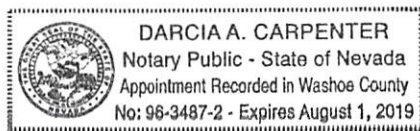
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

*Kevin L. Robertson*  
Signature

Kevin L. Robertson, President  
Title

Sworn to before me this 29th day of August, 2017

(SEAL)



*Darcia A. Carpenter*  
Notary Public, Judge or other Official

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Kevin L. Robertson  
Name (please type or print)

  
Signature

President  
Title

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<p><b>1. Type of Federal Actions:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> c. Initial award  <input type="checkbox"/> d. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Sub-awardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><b>11. Amount of Payment</b> (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>		
<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u></u></p> <p>Print Name: <u>Kevin L. Robertson</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>775-355-0420</u>      Date: <u>8/29/17</u></p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION

Contract No.:

Contractor: Sierra Nevada Construction, Inc.

Project No(s): 2017-251

Address: P.O. Box 50760

Total Bid Amount \$ 1,074,007.00

Sparks, Nevada 89435

Contract DBE/SBE Goal: 2 %.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE/SBE requirements for this contract. A bidder unable to meet the DBE/SBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE/SBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE/SBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Kelley Erosion Control 2395 B Tampa Street Reno, NV 89512	775-322-7755	A-30	4,400.00	NV20148408NUCP	hydroseeding
Nevada Barricade & Sign 935 Industrial Way Sparks, NV 89431	775-355-6755	A-1,29, B-1,21,C-1,12	39,655.00	NV014081UCPN	signs & striping, Mob (partial)
Mapco Surveys 580 Mount Rose St. Reno, NV 89509	775-432-2067	A-1 C-1	10,900.00	NV01228UCPN	survey
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:			54,955.00		

DBE/SBE SUPPLIERS:

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE/SBE Participation\*\* (Add Totals from Lines A & B): \$ 54,955.00

D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount): 5.12 %

\*DBEs/SBEs must be certified by the Nevada Unified Certification Program.

\*\*DBE/SBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount .

  
 Contractor's Signature \_\_\_\_\_ Date 8/29/17  
 Kevin L. Robertson, President  
 Telephone No. 775-355-0420



Contractors and sub-contractors need to have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number> ) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov> ) for ease of verification they are not debarred from working on projects with federal funding. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

Appendix A of Department of Transportation Order 1050.2A Language:

*“During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:*

**1. Compliance with Regulations:** *The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.*

**2. Non-discrimination:** *The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.*

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** *In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.*

**4. Information and Reports:** *The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.*

**5. Sanctions for Noncompliance:** *In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or  
b. cancelling, terminating, or suspending a contract, in whole or in part.*

**6. Incorporation of Provisions:** *The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such*

*direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."*

Appendix E of Department of Transportation Order 1050.2A Language:

*"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:*

***Pertinent Non-Discrimination Authorities:***

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.*
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);*
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);*
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;*
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);*
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);*
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);*
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;*
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);*
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;*
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);*
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.)."*

**BIDDER SUBCONTRACTOR INFORMATION**  
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: \_\_\_\_\_ Contractor: Sierra Nevada Construction, Inc.

Project No(s): 2017-251 Address: P.O. Box 50760


Total Bid Amount \$ 1,074,007.00 Sparks, Nevada 89435

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	A-1-16, 19-23 B-1-14, 16-20 C-1-8	25565	unlimited	mob(partial), SWPPP, earthwork, underground, concrete base & grade, utility adjustment, aggregate base, grading, paving, prime coat, cold milling (partial), demo & removals, traffic control
RENO Concrete PO Box 34210, Reno, NV 89533	775-829-2260	A-13-18, B-10-14, C-7	40810	3,000,000	concrete flatwork
Tholl Fence PO Box 855, Sparks, NV 89432	775-358-8680	A-17, 25-27, B-15, C-10, 11	5493A	unlimited	fence work

**The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.**

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 \_\_\_\_\_ Date 8/29/17  
 Contractor's Signature  
 Kevin L. Robertson, President  
 Telephone No. 775-355-0420

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: \_\_\_\_\_ Contractor: Sierra Nevada Construction, Inc.


Project No(s): 2017-251 Address: P.O. Box 50760

Bid Amount \$ 1,074,007.00 Sparks, Nevada 89435

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	A-1-16, 19-23, B-1-14, 16-20	25565	unlimited	mob(partial), SWPPP, earth work, underground, concrete base & grade, utility adjustment, aggregate base, grading, paving, prime coat, coldmilling (partial), demo & removals, traffic control
		C-1-8			

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 \_\_\_\_\_ Date 8/29/17  
 Contractor's Signature  
 Kevin L. Robertson, President  
 Telephone No. 775-355-0420

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding \$250,000.00)

Required only if the total bid amount is greater than \$25 million

Contract No.:

Contractor: Sierra Nevada Construction, Inc.

Project No(s) : 2017-251

Address: P.O. Box 50760

Total Bid Amount \$ 1,074,007.00

Sparks, Nevada 89435

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
NONE					

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 \_\_\_\_\_  
 Contractor's Signature                      Date                      8/29/17  
 Kevin L. Robertson, President  
 Telephone No. 775-355-0420

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: 2017-251

Contractor: Sierra Nevada Construction, Inc.

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

**This form must be submitted no later than 5:00 pm the next business day after the bid opening time.**

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No



Mail PO Box 50760  
Sparks, NV 89435-0760

Yard 2055 East Greg Street  
Sparks, NV 89431

Phone 775.355.0420  
Fax 775.355.0535

NV lic. 25565 CA lic. 593393

Sierra Nevada Construction, Inc.

**Freeway Multi-Use Path Project**  
**PWP #2017-251**  
**Carson City, Nevada**  
Bid Date 8/29/17

**Good Faith Effort Documentation**



Good Faith Effort  
Sierra Nevada Construction, Inc.  
**Table of Contents**

- Section A – Publications
- Section B – Bid Solicitations
- Section C – Miscellaneous Documents

**Freeway Multi-Use Path Project  
PWP #2017-251**

# Section A

## Publications

# FOCUS JOURNAL AD

The advertisement below was published in the DBE GoodFaith Minority, Women, Small, & Disabled Veteran Business Focus Journal at [www.dbegoodfaith.com](http://www.dbegoodfaith.com) on 08/15/2017 02:26 PM PST. The ad ran from the publication date until the bid date listed on the notice.



## Sierra Nevada Construction, Inc.

Is seeking qualified DBEs

### Project Name

Freeway Multi-Use Path Project

### Bid/Contract #

PWP # 2017-251

### Awarding Agency

Carson City

### Project Location

Carson City, Carson City County, NV

### Bid Date

08/29/2017 at 11:00

### Project Details

We are seeking quotes for: Aggregate Base; Erosion Control Materials; Asphalt; Asphalt Oil Supply; Pipe; Construction Staking/ Survey; Construction Area Signs; Traffic Control System; Cold Plane Asphalt Concrete; Roadway Excavation; Clearing and Grubbing; Aggregate Base; Temporary Erosion Control; Hydroseeding; Asphalt Paving; Concrete Curb and Sidewalk; Minor Concrete Structure; Fencing; Bollards; Painted Traffic Stripe and Marking; Roadside Sign; Reinforcing Concrete Pipe; PVC Pipe (Irrigation Sleeves); Precast Drop Inlets; Precast Concrete Manholes; Electrical; Bottom Dump Trucking; Truck Rental/ Broker; Trucker; Water Truck Rental; AC & Concrete Cutting; Adjust Utilities to Grade; and Heavy Equipment Rental.

## How to get in touch

### Outreach Coordinator

Martha Medina

### Project Estimator

Mike Rooley

### Telephone

(775) 355-0420

### Fax

(775) 355-0535

### Address

P.O. Box 50760  
Sparks, NV 89435

[Send a message](#)

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or maybe available on-line.

# TRADE JOURNAL AD

The advertisement below was published in the DBE GoodFaith's Minority, Women, Small, & Disabled Veteran Business Trade Journal, on DBE Journal at [www.dbejournal.com](http://www.dbejournal.com) (formerly Outreach Impact, at [www.trade.dbegoodfaith.com](http://www.trade.dbegoodfaith.com)) on 08/15/2017 02:26 PM PST. The ad ran from the publication date until the bid date listed on the notice.



#### Outreach Coordinator

Martha Medina

#### Project Estimator

Mike Rooley

#### Contact Information

P.O. Box 50760  
Sparks, NV 89435  
Tel: (775) 355-0420 ext.  
Fax: (775) 355-0535  
Email: [bids@snc.biz](mailto:bids@snc.biz)

## Sierra Nevada Construction, Inc.

is seeking qualified DBE

#### Project Name

Freeway Multi-Use Path Project

#### Bid/Contract #

PWP # 2017-251

#### Awarding Agency

Carson City

#### Project Location

Carson City, Carson City County, NV

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## TWITTER POST

The Twitter post below was published at [www.twitter.com/dbegoodfaith](http://www.twitter.com/dbegoodfaith) on 08/15/2017 02:26 PM.



Sierra Nevada Construction, Inc. is seeking DBE s in Carson ...

[dbegoodfaith.com/good-faith-ad....](http://dbegoodfaith.com/good-faith-ad....)



02:08 PM - 15 Aug 2017

[Return To List](#)

Subject **Freeway Multi-Use Path Project ADVERTISED BID #1718-060 PWP # 2017-251 Carson City, Nevada**  
Organization **Nevada Department of Transportation**  
Posted **8/17/2017**  
Attachments View Doc #1: [CARSON FREEWAY PATH DBE AD.docx](#)

HR SNC-5

**Sierra Nevada Construction, Inc.**  
**PO Box 50760, Sparks, NV 89435**  
**Phone (775) 355-0420 Fax (775) 355-0535**

**REQUEST FOR SUB-QUOTES FROM CERTIFIED  
DBE SUBCONTRACTORS & SUPPLIERS**

## **Freeway Multi-Use Path Project**

ADVERTISED BID #1718-060

PWP # 2017-251

Carson City, Nevada

**Owner:** CARSON CITY PURCHASING AND CONTRACTS

**Scope of Work:** Construction of approximately 5,700 feet of multi-use path, both concrete and asphalt concrete, including drainage systems, fencing, erosion control, revegetation and related improvements. The work also includes Airport Road mill and overlay, sidewalk, curb/gutter, drainage and related improvements.

**Bid Date:** Tuesday August 29, 2017 at 11:00 AM

**Seeking subs and suppliers for the following:** Aggregate Base; Erosion Control Materials; Asphalt; Asphalt Oil Supply; Pipe; Construction Staking/ Survey; Construction Area Signs; Traffic Control System; Cold Plane Asphalt Concrete; Roadway Excavation; Clearing and Grubbing; Aggregate Base; Temporary Erosion Control; Hydroseeding; Asphalt Paving; Concrete Curb and Sidewalk; Minor Concrete Structure; Fencing; Bollards; Painted Traffic Stripe and Marking; Roadside Sign; Reinforcing Concrete Pipe; PVC Pipe (Irrigation Sleeves); Precast Drop Inlets; Precast Concrete Manholes; Electrical; Bottom Dump Trucking; Truck Rental/ Broker; Trucker; Water Truck Rental; AC & Concrete Cutting; Adjust Utilities to Grade; and Heavy Equipment Rental. All bid items are available and when practical, will be split apart to assist in bidding.

**Estimator contact:** Mike Rooley **Email:** mrooley@snc.biz

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in the project. Plans & specifications are available for viewing at our offices or available on-line.

**Martha Medina**

---

**From:** Cynthia Naughton <cnaughton@diversifynevada.com>  
**Sent:** Wednesday, August 16, 2017 10:38 AM  
**To:** Martha Medina  
**Cc:** Steve Yates  
**Subject:** FW: Bidding Opportunity for Nevada PTAC Clients

Hello Martha –

Here is a copy, of what we sent out today, for your records. Thank you!

Best regards,

**Cynthia Naughton**

Administrative Assistant & Government Contracts Advisor  
CVE Certified Verification Assistance Counselor  
Direct: (702) 486-3514  
Cell: (702) 908-7425  
Main Line: (702) 486-2700

---

**From:** Cynthia Naughton  
**Sent:** Wednesday, August 16, 2017 10:36 AM  
**To:** Cynthia Naughton <cnaughton@diversifynevada.com>  
**Subject:** Bidding Opportunity for Nevada PTAC Clients



Sierra Nevada Construction, Inc.  
PO Box 50760, Sparks, NV 89435  
Phone (775) 355-0420 Fax (775) 355-0535

**REQUEST FOR SUB-QUOTES FROM CERTIFIED  
DBE SUBCONTRACTORS & SUPPLIERS**

**Freeway Multi-Use Path Project**

ADVERTISED BID #1718-060  
PWP # 2017-251  
Carson City, Nevada

**Owner:** CARSON CITY PURCHASING AND CONTRACTS

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**Estimator contact:** Mike Rooley    **Email:** [mrooley@snc.biz](mailto:mrooley@snc.biz)

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## Section B

### Bid Solicitations

Telephone Logs  
Fax Transaction Log

# SOLICITATION LOG

This document contains the solicitations logs for:

**Project:** Freeway Multi-Use Path Project

**Contract/Bid #:** PWP # 2017-251

**Awarding Agency/Owner:** Carson City

## Certification

DBE

## # of Firms

30

**Total: 30**

## ASPHALT PROTECTORS, INC.

14010 MOUNT ANDERSON STREET • RENO, NV, 89506 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

#### Email Address

BPODNAR@ASPHALTPROTECTORS.COM

#### Send Date & Time

2017-08-15 14:47:24 PST

#### Delivery Status

Delivered

### Fax Transmission

#### Fax Number

(775) 827-3923

#### Send Date & Time

2017-08-15 15:49:47 PST

#### Transmission Status

Successful

### 1st Call Solicitation

#### Phone Number

(775) 827-5666

#### Call Date & Time

2017-08-16 14:40:05

#### Spoke To

Receptionist

#### Interested? (Yes/No/Maybe)

N

**Comments:** No, not submitting a quote for this project.

### 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## BK&L SERVICES LLC

3075 JUPITER STREET • WINNEMUCCA, NV, 89445 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

#### Email Address

BKLSERVICESLLC@GMAIL.COM

#### Send Date & Time

2017-08-15 14:47:24 PST

#### Delivery Status

Delivered

### Fax Transmission

#### Fax Number

(775) 623-2490

#### Send Date & Time

2017-08-15 15:49:52 PST

#### Transmission Status

Successful

### 1st Call Solicitation

#### Phone Number

(775) 623-1296

#### Call Date & Time

2017-08-16 14:41:04

#### Spoke To

Voicemail

#### Interested? (Yes/No/Maybe)

M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

#### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 623-1296	2017-08-25 13:57:29	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## C & M ENGINEERING AND DESIGN LTD

5488 RENO CORPORATE DRIVE, SUITE 200B • RENO, NV, 89511 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

#### Email Transmission

Email Address	Send Date & Time	Delivery Status
LMENANTE@CANDMENGINEERING.COM	2017-08-15 14:47:24 PST	Delivered

#### Fax Transmission

Fax Number	Send Date & Time	Transmission Status
No Fax Number	n/a	n/a

#### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 856-3312	2017-08-16 15:20:09	Estimator	N

**Comments:** No, not submitting a quote for this project.

#### 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## CREEKSIDE ELECTRICAL CONTRACTORS INC

3059 AIRPORT RD • CARSON CITY, NV, 89706 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

#### Email Transmission

Email Address	Send Date & Time	Delivery Status
JENN@CREEKSIDE-ELECTRIC.COM	2017-08-15 14:47:24 PST	Delivered

#### Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 841-5565	2017-08-15 15:49:48 PST	Successful

#### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 841-5558	2017-08-16 15:21:56	Jennifer	M

**Comments:** Provided all the project details to the receptionist and they will get in touch if interested.

#### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 841-5558	2017-08-25 13:58:23	Jennifer	N

**Comments:** No, not submitting a quote for this project.

# CUSTOM TRANSPORTATION INC.

P.O BOX 5914 • PAHRUMP, NV, 89041 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
MICHELLE@CUSTOMTRUCKINGINC.COM	2017-08-15 14:47:24 PST	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
No Fax Number	n/a	n/a

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(435) 668-9790	2017-08-16 15:22:40	Receptionist	N

Comments: No, not submitting a quote for this project.

### 2nd Call Solicitation

Said not bidding during first call, so second call not made.

# D & D TRANSPORT, LLC

27 KAWEAH CT • SPARKS, NV, 89436 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
DUNCAN.DDTRANSPORT@GMAIL.COM	2017-08-15 14:47:24 PST	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Tranmission Status
(775) 223-3432	2017-08-15 16:56:33 PST	Failed

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 223-3432	2017-08-16 15:24:02	Voicemail	M

Comments: May be interested in submitting a quote. Left a voicemail with all the project details.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 223-3432	2017-08-25 13:59:59	Voicemail	M

Comments: May be interested in submitting a quote. Left a voicemail with all the project details.

# DIAMOND J TRUCKING LLC

505 SANDHILL ROAD, PO BOX 1073 • LOVELOCK, NV, 89419 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
COLBYANDJPBURKE@AOL.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
No Fax Number	n/a	n/a

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 842-8498	2017-08-16 15:25:23	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 842-8498	2017-08-25 14:01:10	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## DIXON TRUCKING INC

9444 PIONEER WAY • FALLON, NV, 89406 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
DIXONTRUCK@GMAIL.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 843-3801	2017-08-15 16:56:18 PST	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 843-3801	2017-08-16 15:26:25	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 843-3801	2017-08-25 14:01:50	Receptionist	N

**Comments:** No, not submitting a quote for this project.

## DON GARCIA EXCAVATING & PAVING, INC.

2020 E STREET • SOUTH LAKE TAHOE, CA, 96150 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
DGARCIA287@AOL.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(530) 577-0221	2017-08-15 15:49:44 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
--------------	------------------	----------	----------------------------

(530) 577-0558 2017-08-16 15:27:22 Dinah N

Comments: No, not submitting a quote for this project.

2nd Call Solicitation

Said not bidding during first call, so second call not made.

# E.W. TRUCKING, LLC

991 SOUTHSIDE DR • ELKO, NV, 89801 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

Email Transmission

Email Address	Send Date & Time	Delivery Status
BIGED48@FRONTIERNET.NET	2017-08-15 14:47:24 PST	Delivered

Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 753-7908	2017-08-15 16:55:34 PST	Failed

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 934-3629	2017-08-16 15:27:46	Invalid Number	M

Comments: May be bidding, not sure. Number is invalid.

2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 934-3629	2017-08-25 14:02:10	Disconnected	M

Comments: Unable to confirm whether they are interested in submitting a quote. The phone number is disconnected.

# GREAT BASIN WATER SUPPLY LLC

636 WINTER PLACE, PO BOX 556 • FERNLEY, NV, 89408 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

Email Transmission

Email Address	Send Date & Time	Delivery Status
GREATBASINWATERSUPPLY@GMAIL.COM	2017-08-15 14:47:24 PST	Delivered

Fax Transmission

Fax Number	Send Date & Time	Transmission Status
No Fax Number	n/a	n/a

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 625-0061	2017-08-16 15:29:23	Receptionist	N

Comments: No, not submitting a quote for this project.

2nd Call Solicitation

Said not bidding during first call, so second call not made.

**INDUSTRIAL CONTROL SYSTEMS LLC**

1570 FOOTHILL DR • BOULDER CITY, NV, 89006 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
JAVANNA@ICSNV.NET	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(702) 529-0340	2017-08-15 15:50:00 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 987-0363	2017-08-16 15:31:19	Voicemail full	M

**Comments:** Unable to confirm whether they are interested in submitting a quote. The voicemail inbox is full.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(702) 987-0363	2017-08-25 14:03:04	No answer	M

**Comments:** Unable to confirm whether they are interested in submitting a quote. No one picked up and the call did not connect to a voicemail.

**J.C.'S XPRESS INC**

630 WALTHAM WAY • SPARKS, NV, 89434 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
CMARSHE@JCSXPRESS.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 356-8586	2017-08-15 15:50:01 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 355-7977	2017-08-16 15:32:28	Karen	M

**Comments:** They are still deciding whether they are interested in this project.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 355-7977	2017-08-25 14:04:18	Chris	M

**Comments:** Re-sent a fax to the number on record. They will take a look at it and respond if interested.

**JULIO K. JONES TRUCKING, INC**

2635 MARGARET DRIVE • RENO, NV, 89506 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission



<b>Email Address</b> JULIOJ@SATURNNET.COM	<b>Send Date &amp; Time</b> 2017-08-15 14:47:24 PST	<b>Delivery Status</b> Delivered
Fax Transmission		
<b>Fax Number</b> (775) 677-9763	<b>Send Date &amp; Time</b> 2017-08-15 15:50:25 PST	<b>Transmission Status</b> Successful

## 1st Call Solicitation

<b>Phone Number</b> (775) 677-2474	<b>Call Date &amp; Time</b> 2017-08-16 15:36:38	<b>Spoke To</b> Estimator	<b>Interested? (Yes/No/Maybe)</b> M
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**Comments:** They are still deciding whether they are interested in this project.

## 2nd Call Solicitation

<b>Phone Number</b> (775) 677-2474	<b>Call Date &amp; Time</b> 2017-08-25 14:04:49	<b>Spoke To</b> Receptionist	<b>Interested? (Yes/No/Maybe)</b> N
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**Comments:** No, not submitting a quote for this project.

## K & B TRANSPORTATION LLC

615 SPICE ISLAND DRIVE, #2 • SPARKS, NV, 89431 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

<b>Email Address</b> KBTRANSPORT@SBCGLOBAL.NET	<b>Send Date &amp; Time</b> 2017-08-15 14:47:24 PST	<b>Delivery Status</b> Delivered
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## Fax Transmission

<b>Fax Number</b> (775) 331-0739	<b>Send Date &amp; Time</b> 2017-08-15 15:49:48 PST	<b>Transmission Status</b> Successful
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## 1st Call Solicitation

<b>Phone Number</b> (775) 331-5152	<b>Call Date &amp; Time</b> 2017-08-16 15:37:55	<b>Spoke To</b> Voicemail	<b>Interested? (Yes/No/Maybe)</b> M
---------------------------------------	--	------------------------------	--

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

<b>Phone Number</b> (775) 331-5152	<b>Call Date &amp; Time</b> 2017-08-25 14:05:42	<b>Spoke To</b> Voicemail	<b>Interested? (Yes/No/Maybe)</b> M
---------------------------------------	--	------------------------------	--

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## KELLEY EROSION CONTROL, INC

2395-B TAMPA ST. • RENO, NV, 89512 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

<b>Email Address</b> CLAUDIA@KELLEYEROSIONCONTROL.COM	<b>Send Date &amp; Time</b> 2017-08-15 14:47:24 PST	<b>Delivery Status</b> Delivered
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## Fax Transmission

<b>Fax Number</b> (775) 322-6606	<b>Send Date &amp; Time</b> 2017-08-15 15:49:37 PST	<b>Transmission Status</b> Successful
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## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 322-7755	2017-08-16 15:42:06	Darcy	M

**Comments:** They are still deciding whether they are interested in this project.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 322-7755	2017-08-25 14:06:21	Darcy	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

## MAPCA SURVEYS, INC.

580 MOUNT ROSE STREET • RENO, NV, 89509 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
CAREY@MAPCASURVEYS.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 432-2068	2017-08-15 15:49:37 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 432-2067	2017-08-16 15:42:44	Bill	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 432-2067	2017-08-25 14:07:54	Receptionist	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

## MG BUILDERS LLC

8345 OPAL RANCH WAY • RENO, NV, 89506 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
MGBUILDERSLLC@LIVE.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
No Fax Number	n/a	n/a

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 787-9125	2017-08-16 15:44:09	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 787-9125	2017-08-25 14:09:00	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## MILLER ELECTRIC CO INC

1593 GREG ST • SPARKS, NV, 89431 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
CONTACT@PERFORMANCEELECTRICCO.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 376-8461	2017-08-15 15:49:39 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 750-8250	2017-08-16 15:45:55	Belle	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 750-8250	2017-08-25 14:09:57	Belle	N

**Comments:** No, not submitting a quote for this project.

## NEVADA BARRICADE & SIGN COMPANY

975 INDUSTRIAL WAY • SPARKS, NV, 89431 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
TAMARA.DETHMERS@NBSCO.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 331-5103	2017-08-15 15:49:27 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5100	2017-08-16 15:47:14	Receptionist	M

**Comments:** They are still deciding whether they are interested in this project.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-5100	2017-08-25 14:11:13	Receptionist	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

# NORTON CONSULTING, LLC DBA SILVER STATE BARRICADE & SIGN

1997 GLENDALE AVE • SPARKS, NV, 89431 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

**Email Transmission**

Email Address	Send Date & Time	Delivery Status
CCUNNINGHAM@PYRAMID.NET	2017-08-15 14:47:24 PST	Delivered

**Fax Transmission**

Fax Number	Send Date & Time	Transmission Status
(775) 331-1597	2017-08-15 15:49:40 PST	Successful

**1st Call Solicitation**

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-0907	2017-08-16 15:47:58	Receptionist	M

**Comments:** They are still deciding whether they are interested in this project.

**2nd Call Solicitation**

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 331-0907	2017-08-25 14:12:49	Chloe	M

**Comments:** Re-sent a fax to the number on record. They will take a look at it and respond if interested.

# PIPE SERVICE, INC.

2201 S. VALENTIA ST. • DENVER, CO, 80231 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

**Email Transmission**

Email Address	Send Date & Time	Delivery Status
PDUMLER@PIPESERVICEINC.COM	2017-08-15 14:47:24 PST	Delivered

**Fax Transmission**

Fax Number	Send Date & Time	Transmission Status
(303) 750-2129	2017-08-15 15:49:32 PST	Successful

**1st Call Solicitation**

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(303) 750-2124	2017-08-16 15:49:44	Peggy	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

**2nd Call Solicitation**

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(303) 750-2124	2017-08-25 14:13:53	No answer	M

**Comments:** Unable to confirm whether they are interested in submitting a quote. No one picked up and the call did not connect to a voicemail.

# POWERHOUSE CONSTRUCTION INC.

5250 COGGINS RD • RENO, NV, 89506 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
ADMIN@POWERHOUSERENO.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
No Fax Number	n/a	n/a

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 324-6999	2017-08-16 15:51:08	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 324-6999	2017-08-25 14:14:36	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## PURCELL ELECTRICAL PROFESSIONAL CORPORATION

681 SIERRA ROSE DRIVE, SUITE B • RENO, NV, 89511 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
KPURCELL@PKELECTRICAL.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 826-9030	2017-08-15 15:49:49 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 826-9010	2017-08-16 15:55:38	Wrong number	N

**Comments:** Unable to confirm whether they are interested in submitting a quote. This is the wrong phone number.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## SURFACE PREP & MAINTENANCE

240 LINDEN ST., SUITE D • RENO, NV, 89502 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
SURFACEPANDM@GMAIL.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
		61 of 68

(775) 358-7362

2017-08-15 15:49:15 PST Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 823-7882	2017-08-16 15:57:02	Receptionist	N

**Comments:** No, not submitting a quote for this project.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## TRI SAGE CONSULTING

5418 LONGLEY LANE, SUITE A • RENO, NV, 89511 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
KSCHLICHTING@TRISAGE.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 336-1306	2017-08-15 15:49:25 PST	Successful

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 336-1301	2017-08-16 16:05:06	Karen	N

**Comments:** No, not submitting a quote for this project.

## 2nd Call Solicitation

Said not bidding during first call, so second call not made.

## TRI STATE SURVEYING LTD

1925 EAST PRATER WAY • SPARKS, NV, 89434 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

## Email Transmission

Email Address	Send Date & Time	Delivery Status
BKJEFFERSON@TRISTATELTD.COM	2017-08-15 14:47:24 PST	Delivered

## Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 358-3664	2017-08-15 16:55:53 PST	Failed

## 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 358-9491	2017-08-16 16:06:51	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 358-9491	2017-08-25 14:16:06	Lee Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## TRI-COUNTY EQUIPMENT & LEASING LLC

P.O. BOX 3101 • CARSON CITY, NV, 89702 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
DAN.D4776@SBCGLOBAL.NET	2017-08-15 14:47:24 PST	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 883-2294	2017-08-15 16:55:43 PST	Failed

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 771-2946	2017-08-16 16:08:06	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 771-2946	2017-08-25 14:17:12	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

## TRIUMPH GEO-SYNTHETICS, INC.

1325 N. BLUE GUM STREET • ANAHEIM, CA, 92806 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

### Email Transmission

Email Address	Send Date & Time	Delivery Status
MCCAA@TRIUMPHGEO.COM	2017-08-15 14:47:24 PST	Delivered

### Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(714) 237-1549	2017-08-15 15:49:42 PST	Successful

### 1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(714) 237-1550	2017-08-16 16:09:10	Eric	Y

**Comments:** Yes, they intend to submit a quote. They will send it over before the bid due date.

### 2nd Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(714) 237-1550	2017-08-25 14:18:58	Maria	M

**Comments:** Re-sent an email to mflores@triumphgeo.com. They will take a look at it and respond if interested.

## WALKER RIVER CONSTRUCTION, INC.

31105 PASTURE ROAD • SCHURZ, NV, 89427 • Cert: DBE

Cert. # was identified in the Nevada Unified Certification Program database on 08/15/2017.

Email Transmission

Email Address	Send Date & Time	Delivery Status
GYPSY@WRC-INC.NET	2017-08-15 14:47:24 PST	Delivered

Fax Transmission

Fax Number	Send Date & Time	Transmission Status
(775) 313-0860	2017-08-15 15:50:04 PST	Successful

1st Call Solicitation

Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 224-1883	2017-08-16 16:10:32	Voicemail	M

**Comments:** May be interested in submitting a quote. Left a voicemail with all the project details.

2nd Call Solicitation

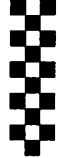
Phone Number	Call Date & Time	Spoke To	Interested? (Yes/No/Maybe)
(775) 224-1883	2017-08-25 14:19:30	Gypsy	N

**Comments:** No, not submitting a quote for this project.



## Section C

### Miscellaneous Documents



**INVITATION TO BID**

**FROM:** Sierra Nevada Construction, Inc.      **TO:** TRIUMPH GEO-SYNTHETICS, INC.  
**P.O. Box 50760**      **Tel: (714) 237-1550**  
**Sparks, NV, 89435**      **Fax: (714) 237-1549**  
**Tel: (775) 355-0420**  
**Fax: (775) 355-0535**  
**bids@snc.biz**  
**CONTACT NAME: Martha Medina**

**Sierra Nevada Construction, Inc. is Seeking Qualified DBE**

**BID DUE DATE: 08/29/2017 at 11:00**  
**BID/PROJECT #: FWP # 2017-251**  
**PROJECT NAME: Freeway Multi-Use Path Project**  
**AGENCY NAME: Carson City**  
**PROJECT LOCATION: Carson City, Carson City, NV**

We are seeking quotes for: Aggregate Base; Erosion Control Materials; Asphalt; Asphalt Oil Supply; Pipe; Construction Staking/ Survey; Construction Area Signs; Traffic Control System; Cold Plane Asphalt Concrete; Roadway Excavation; Clearing and Grubbing; Aggregate Base; Temporary Erosion Control; Hydroseeding; Asphalt Paving; Concrete Curb and Sidewalk; Minor Concrete Structure; Fencing; Bollards ; Painted Traffic Stripe and Marking; Roadside Sign; Reinforcing Concrete Pipe; PVC Pipe (Irrigation Sleeves); Precast Drop Inlets; Precast Concrete Manholes; Electrical; Bottom Dump Trucking; Truck Rental/ Broker; Trucker; Water Truck Rental; AC & Concrete Cutting; Adjust Utilities to Grade; and Heavy Equipment Rental.

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or may be available on-line.

<b>RETURN SECTION</b>
Visit <a href="http://www.dbegoodfaith.com/respond">www.dbegoodfaith.com/respond</a> to reply with the Solicitation ID below. 630282-39199
<b>-- OR --</b>
Fax back this invitation with your response to: (775) 355-0535 <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input checked="" type="checkbox"/> No, we are not interested. <input type="checkbox"/> Interested, but we would like more information. Please contact us at

This solicitation was sent by DBE GoodFaith Inc. at 08/15/2017 02:49:02 pm PST on behalf of Sierra Nevada Construction, Inc.  
For additional information about DBE, M/WBE, DVBE, SBE and other diversity participation projects, visit [www.dbegoodfaith.com](http://www.dbegoodfaith.com) or [twitter.com/dbegoodfaith](https://twitter.com/dbegoodfaith)

# FAX & EMAIL PROOFS

This document contains a copy of the email notice sent and a copy of each fax notice sent to solicited companies.

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## EMAIL PROOF

Sierra Nevada Construction, Inc. is seeking qualified DBE and invites you to bid on the following contract.

PROJECT NAME: Freeway Multi-Use Path Project  
BID #: PWP # 2017-251  
BID DUE DATE: 2017-08-29 at 11:00  
AWARDING AGENCY/OWNER: Carson City  
PROJECT LOCATION: Carson City, Carson City, NV

We are seeking quotes for: Aggregate Base; Erosion Control Materials; Asphalt; Asphalt Oil Supply; Pipe; Construction Staking/ Survey; Construction Area Signs; Traffic Control System; Cold Plane Asphalt Concrete; Roadway Excavation; Clearing and Grubbing; Aggregate Base; Temporary Erosion Control; Hydroseeding; Asphalt Paving; Concrete Curb and Sidewalk; Minor Concrete Structure; Fencing; Bollards; Painted Traffic Stripe and Marking; Roadside Sign; Reinforcing Concrete Pipe; PVC Pipe (Irrigation Sleeves); Precast Drop Inlets; Precast Concrete Manholes; Electrical; Bottom Dump Trucking; Truck Rental/ Broker; Trucker; Water Truck Rental; AC & Concrete Cutting; Adjust Utilities to Grade; and Heavy Equipment Rental.

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or maybe available on-line.

If interested please contact:

Martha Medina  
P.O. Box 50760  
Sparks, NV, 89435  
Tel: 7753550420  
Fax: 7753550535  
Email: bids@snc.biz

# INVITATION TO BID

FROM: Sierra Nevada Construction, Inc.  
 P.O. Box 50760  
 Sparks, NV, 89435  
 Tel: (775) 355-0420  
 Fax: (775) 355-0535  
 bids@snc.biz  
 CONTACT NAME: Martha Medina

TO: ASPHALT PROTECTORS, INC.  
 Tel: (775) 827-5666  
 Fax: (775) 827-3923

### Sierra Nevada Construction, Inc. is Seeking Qualified DBE

BID DUE DATE: 2017-08-29 at 11:00  
 BID No.: PWP # 2017-251  
 PROJECT NAME: Freeway Multi-Use Path Project  
 AGENCY NAME: Carson City  
 PROJECT LOCATION: Carson City, Carson City, NV

We are seeking quotes for: Aggregate Base; Erosion Control Materials; Asphalt; Asphalt Oil Supply; Pipe; Construction Staking/ Survey; Construction Area Signs; Traffic Control System; Cold Plane Asphalt Concrete; Roadway Excavation; Clearing and Grubbing; Aggregate Base; Temporary Erosion Control; Hydroseeding; Asphalt Paving; Concrete Curb and Sidewalk; Minor Concrete Structure; Fencing; Bollards; Painted Traffic Stripe and Marking; Roadside Sign; Reinforcing Concrete Pipe; PVC Pipe (Irrigation Sleeves); Precast Drop Inlets; Precast Concrete Manholes; Electrical; Bottom Dump Trucking; Truck Rental/ Broker; Trucker; Water Truck Rental; AC & Concrete Cutting; Adjust Utilities to Grade; and Heavy Equipment Rental.

SNC is a union signatory contractor and is an equal opportunity employer. We will require that all participating companies carry Workers' Compensation & Liability insurance and be bonded. We will assist with obtaining insurance, bonds or lines of credit, equipment, supplies or materials necessary to participate in this project. Plans & specifications are available for viewing at our offices or maybe available on-line.

<b>RETURN SECTION</b>
<p>Visit <a href="http://www.dbegoodfaith.com/respond">www.dbegoodfaith.com/respond</a> to reply with the Solicitation ID below. 630279-39199</p>
<p>-- OR --</p>
<p>Fax back this invitation with your response to: (775) 355-0535  <input type="checkbox"/> Yes, we will send a fax quote by the bid date.  <input type="checkbox"/> No, we are not interested.  <input type="checkbox"/> Interested, but we would like more information. Please contact us at _____.</p>

This solicitation was sent by DBE GoodFaith Inc. at 08/15/2017 03:49:47 pm PST on behalf of Sierra Nevada Construction, Inc.  
 For additional information about DBE, M/WBE, DVBE, SBE and other diversity participation projects, visit [www.dbegoodfaith.com](http://www.dbegoodfaith.com)

SAMPLE



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** September 13, 2017

**Staff Contact:** Dirk Goering, Senior Transportation Planner

**Agenda Title: (For Possible Action)** To approve cooperative agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the I-580 Multi Use Path project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 10% of the initial funding amount.

**Staff Summary:** In March of 2017, the Nevada Department of Transportation awarded Carson City a Transportation Alternatives Program (TAP) Grant for \$750,000. The grant requires a five percent local match and is for the design and construction of a multi-use path from the linear ditch (north of Fairview Drive) to Colorado Street, approximately 4,200 linear feet.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve cooperative agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the I-580 Multi Use Path project, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding up to 10% of the initial funding amount.

### **Background/Issues & Analysis**

The agreement authorizes Carson City for reimbursement through the Nevada Department of Transportation for work completed on the I-580 Multi Use Path project. The improvements include the construction of the multi-use path, drainage improvements, fencing, erosion control, and related improvements. Project design will commence immediately with construction anticipated for the summer of 2019. The local match for this project is 5%, for a total local match of \$37,500.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: RTC Construction 250-3035-431.70-40

Is it currently budgeted?  Yes  No

If approved the RTC construction account for the 2018 Fiscal Year will be reduced by approximately \$6,240. As for the 2019 Budget, approximately \$31,260 in local funding would be required.

**Alternatives** - N/A

**Supporting Material** - Agreement

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
I-580 MULTI USE PATH PROJECT

This Agreement is made and entered the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City, acting by and through its Regional Transportation Commission, 3505 Butti Way, Carson City, NV, 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to ensure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to design, advertise, award, and manage construction of a multi-use pathway along the west side of I-580 as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 073787152 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Seven

Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$712,500.00).

4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of a submittal of such design and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To review all exceptions to AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over those utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.
11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
15. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
16. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in



accordance with applicable Federal requirements.

17. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

19. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

20. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

21. To review the CITY's as-built plans and to attend the CITY's final inspection of the PROJECT.

22. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

## ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award, and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY and/or DEPARTMENT standards. Landscaping and/or aesthetic treatments shall comply with the

DEPARTMENT's Landscape and Aesthetic Master Plan, and any applicable Landscape and Aesthetic Corridor Plans. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of such franchise agreements, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, the DEPARTMENT or the CITY.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, review meetings, and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of federal funds for construction.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions of such permit are consistent with the terms and conditions contained herein and to incorporate those permit terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions between the permit and this Agreement, those in this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to AASHTO design standards.

10. To require the CITY's contractor to provide a warranty period for not less than one year for plant establishment.

11. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any utility relocations and/or adjustments were completed in accordance with federal and state regulations. The CITY shall submit such certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice

to Proceed” from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT’s use.

14. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual, and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT’s Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor’s acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

20. To perform PROJECT documentation and quality control during contract administration according to the CITY’s established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT’s “Documentation Manual” and “Construction Manual,” incorporated herein by reference. The manuals may be obtained from the DEPARTMENT’s Administrative Services Division.

21. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and

Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

23. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

24. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

25. To accept maintenance responsibilities for the improvements consisting of the multi-use path and associated improvement constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

26. To complete and sign Attachment C – "Affidavit Required Under 23 USC Section 112(c) And 2 CFR Parts 180 and 1200 - Suspension or Debarment" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

#### ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2021, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal

requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 75,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 60,000.00
Construction Costs	<u>\$ 605,000.00</u>

Total Estimated PROJECT Costs: \$ 750,000.00

Available Funding Sources:

Federal TAP Funds:	\$ 712,500.00
CITY Match Funds:	<u>\$ 37,500.00</u>

Total PROJECT Funding: \$ 750,000.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall

be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn: Tonia R. Andree, P.E.  
Local Public Agency Coordinator  
Nevada Department of Transportation  
Roadway Design  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7988  
Fax: (775) 888-7401  
E - mail: tandree@dot.nv.gov

FOR CITY: Robert D. Fellows, P.E.  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89712  
Phone: (775) 283-7370  
Fax: (775) 887-2164  
E - mail: rfellows@carson.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and

expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation  
Commission

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Lucia Maloney  
Transportation Manager

\_\_\_\_\_  
Director

Approved as to Form:

Approved as to Legality & Form:

\_\_\_\_\_  
Susan Merriwether  
City Clerk

\_\_\_\_\_  
Deputy Attorney General

# Attachment A

## SCOPE OF WORK I-580 MULTI-USE PATH PROJECT

The project consists of the construction of approximately 4,200 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, revegetation and related improvements. The limits of the Project are west of I-580 from Route 6 Multi-use path south to Colorado Street as depicted on the drawing below.



## **Attachment B**

### **REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS**

**Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 \***

**The following attached provisions and forms:**

**Required Contract Provisions Federal-aid Construction Contracts**

**Additional Contract Provisions Supplement to the weekly Certified Payrolls**

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

**Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities**

**Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction**

**Affidavit Required Under Section 112(c)**

**Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)**

**Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information\***

**List of Subcontractor and Suppliers Bidding**

**Bidder Subcontractor Information (exceeding 5%)\*\***

**Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)\*\***

**Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)\*\***

**\* Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**\*\* Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

color, national origin, age or disability. Such action shall include: 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 apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of**

**Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

## 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the



journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ADDITIONAL CONTRACT PROVISIONS

### SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the



Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
  - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
  - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

## 6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

## 7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
  - (1) The number of minority and non-minority group members and women in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.



ADDITIONAL CONTRACT PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISE  
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
  - (a) Black (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
  - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
  - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
  - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this  
affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signature*

(SEAL)  
*other Official*

\_\_\_\_\_  
*Notary Public, Judge or*

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**

**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>		
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:		<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p>
<p>Congressional District, if known: _____</p>		<p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b> \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p><b>11. Amount of Payment</b> (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p><b>13. Type of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p><b>12. Form of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

## BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION

Contract No.:

Contractor: \_\_\_\_\_

Project No(s).:

Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

Contract DBE/SBE Goal: \_\_\_\_%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE/SBE requirements for this contract. A bidder unable to meet the DBE/SBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE/SBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

**DBE/SBE SUBCONTRACTORS:**

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
<b>A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:</b>					

**DBE/SBE SUPPLIERS:**

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
<b>B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:</b>						

**C. Total Dollar Value of DBE/SBE Participation\*\* (Add Totals from Lines A & B): \$ \_\_\_\_\_**

**D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount): \_\_\_\_\_%**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\*DBEs/SBEs must be certified by the Nevada Unified Certification Program.

\*\*DBE/SBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount .

Telephone No. \_\_\_\_\_

### BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.:

Contractor: \_\_\_\_\_

Project No(s).:

Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

\_\_\_\_\_

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

***The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.***

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

Telephone No. \_\_\_\_\_



**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

\_\_\_\_\_ Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding \$250,000.00)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s) : \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

\_\_\_\_\_  
Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: \_\_\_\_\_

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

**This form must be submitted no later than 5:00 pm the next business day after the bid opening time.**

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

**Attachment C**

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public, Judge or other Official

**Attachment D**

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1. Type of Federal Actions:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form - LLL		



## STAFF REPORT

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

**Meeting Date:** September 13, 2017

**Staff Contact:** Dirk Goering, Senior Transportation Planner

**Agenda Title: (For Possible Action)** To approve the submission of two Recreational Trail Program Grant applications by the Public Works Department for a South Carson Street multi use path and for rehabilitation improvements on the linear ditch multi use path.

**Staff Summary:** The Nevada Division of State Parks is requesting grant applications for the Recreational Trails Program (RTP). This program is funded with federal dollars from the Federal Highway Administration (FHWA). Public Works staff is preparing two grant applications, to be submitted no later than October 26, 2017.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve the submission of two Recreational Trail Program Grant applications by the Public Works Department for a South Carson Street multi use path and for rehabilitation improvements on the linear ditch multi use path.

### **Background/Issues & Analysis**

Summaries of the two proposed grant applications are provided in the attached material.

### **Applicable Statute, Code, Policy, Rule or Regulation**

N/A

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Infrastructure Fund 257-0615-465.70-40 and RTC Safety Improvements Fund 250-3035-431.70-40

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The local match for the South Carson Street grant would be approximately \$110,601 (35%) and the local match for the linear ditch rehabilitation project would be approximately \$19,276 (20%). Additional detail is provided in the supporting material.



**Alternatives**

Submitting only one application

**Supporting Material**

Grant summaries and project maps

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# Grant Summaries and Project Maps

Carson City Public Works is requesting approval to submit two applications. The Nevada Division of State Parks is requesting grant applications for the Recreational Trails Program (RTP). This program is funded with federal dollars from the Federal Highway Administration (FHWA). The program funds both motorized and non-motorized recreational trail projects for federal, state, and local governments, American tribes, special government districts and private individuals and organizations.

- **Grant Application 1:** To request approximately \$205,402 for the construction of a ten-foot wide multi use path from Appion Way to W. Clearview Drive. The total cost of the project is estimated at \$316,003. The local match is approximately \$110,601 and would be funded from the City's infrastructure account with funds programed for the South Carson Street Corridor. The local match is greater than the required 20% match. The additional match puts the funding amount being requested in line with the program's past funding approvals. Construction of the path would include enclosure of the drainage ditch between Overland Street and W. Clearview Drive. The path would connect the existing multi use path, constructed by the Nevada Department of Transportation, to a pedestrian activated crosswalk at the intersection of Clearview Drive and South Carson Street. If approved, the path would be constructed in advance of the South Carson Street Corridor improvements.

## Project Map (proposed sidewalk in orange)



- **Grant Application 2:** To request approximately \$77,101 for the rehabilitation of the Linear Park Path, from Roop Street to Fifth Street/Airport Road (located on the east side of I-580). The total cost of the project is estimated at \$96,377. The local match is approximately \$19,276 and would be funded from the Regional Transportation Commission Safety Improvement account. The improvements include crack filling, slurry seal, an enhanced pedestrian crossing (rectangular rapid flashing beacon) at the trail crossing on Saliman Road, wayfinding signs, and trail amenities.

**Project Map (proposed rehabilitation in blue)**





## STAFF REPORT

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

**Meeting Date:** September 13, 2017

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: (For Possible Action)** To appoint the Transportation Manager to serve on the Tahoe Transportation District Board of Directors as an alternate to Brad Bonkowski, RTC Chair.

**Staff Summary:** As a stakeholder in the activities in the Lake Tahoe Basin, Carson City has a representative that serves on the TTD Board as a voting member. The Carson City representative must be a member of the Carson City Board of Supervisors, but another individual may be selected as an alternate.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to appoint the Transportation Manager to serve on the Tahoe Transportation District Board of Directors as an alternate to Brad Bonkowski, RTC Chair.

### **Background/Issues & Analysis**

The Tahoe Transportation District (TTD) is responsible for facilitating and implementing transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations. TTD may also acquire, own, and operate public transportation systems and parking facilities serving the Tahoe region and provide access to convenient transportation terminals outside of the region.

TTD bylaws state that the representative for Carson City shall be a member of its Board of Supervisors. At their June 19, 2014 meeting, the Board of Supervisors appointed the RTC Chair as the designated TTD representative and also authorized the RTC to appoint an alternate member of their choosing at a future meeting. In the event of the election of a new RTC Chair, action will be taken at the immediate subsequent meeting of the RTC to select an alternate representative to the TTD. Likewise, if the alternate to the TTD ceases to serve on the RTC, the RTC shall take action to select a new alternate.

Historically, Patrick Pittenger, former Transportation Manager, had served on the TTD Board of Directors. In August 2014, RTC acted to appoint Mark Kimbrough as alternate to the Chair on the TTD Board. Mark has served as the TTD Board of Directors alternate since August 2014. Lucia Maloney was recently hired as the new Transportation Manager for Carson City. Mark, after discussions with RTC Chair, Brad Bonkowski, recommended that Mrs. Maloney assume the appointment to the TTD. This assignment will allow her to represent Carson City alongside other transportation managers in the Region. Mrs. Maloney will be able to build relationships with nearby transit providers and

transportation managers to ensure ongoing and enhanced interregional transit services and transportation opportunities for Carson City residents.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: To be determined.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives**

N/A

**Supporting Material**

N/A

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** September 13, 2017  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Operations Manager  
**Date Prepared:** July 3, 2017  
**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 July 2017**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Crack Seal Operation (blocks of sealant used)	800	800
Street Patching Operation (tons of asphalt)	57.17	57
Pot Holes Repaired	3	3

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Tree Pruning Operations	75	75
Tree Removal	0	0
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	780	780

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Concrete Poured (yards)	34.25	34.25
Curb & Gutter (linear feet)	332	332
Sidewalk & Flat Work (sq/ft)	688	688
Wheel Chair Ramps	0	0
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Dirt Road Work/Misc	0	0
Shoulder Work on Asphalt Roads	Repaired 100' of shoulder and drainage ditch on Arrowhead. Repair multiple locations of shoulder on Goni Rd.	160
Debris Cleaned	0	0

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Sediment Removed from Ditches (yards)	0	0
Pipe Hydro Flushed (linear feet)	0	0
Drainage Inlets Cleaned	0	0
Sediment Removed from Ditches (yards)	0	0

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Curb Miles Swept	551.3	551.3
Material Picked Up (yards)	185	185
City Parking Lots Swept	2	2

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Bins Hauled for Waste Water Treatment Plant (yards)	16	16
Bins Hauled for Sweeping Operation (yards)	27	27
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Banner Operations Carson Street	4	4
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Signs Made	19	19
Signs Replaced	17	17
Sign Post Replaced	2	2
Signs Replaced due to Graffiti Damage	0	0
Delineators Replaced	0	0
Cross Walks Painted	88	88
Stop Bars Painted	111	111
Yield Bars Painted	60	60
Right Arrows Painted	8	8
Left Arrows Painted	114	114
Straight Arrows Painted	2	2
Stop (word) Painted	38	38
Only (word) Painted	25	25
Bike Symbol & Arrow	0	0
Curb Painted (linear feet)	0	0

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Snow and Ice Control	0	0
Rain Event/Flood Control	0	0
Wind	0	0



**Carson City Regional Transportation Commission  
Request for Commission Information**

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**RTC Meeting Date:** September 13, 2017  
**Time Requested:** 10 Minutes  
**To:** Regional Transportation Commission  
**From:** Darren Schulz, Public Works Director  
**Date Prepared:** August 31, 2017  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

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**List of Projects**

- Blue Line ADA Sidewalk Improvements
- Carson City Freeway Multi-Use Path (Airport Road)
- Sierra Vista Lane Reconstruction
- Silver Sage Drive Reconstruction
- Pavement Preservation Projects on portions of Arterial & Collector Streets
  - Micro Seals
    - Arrowhead Drive/ Medical Parkway
    - Carson River Road
    - Edmonds Drive/Snyder Avenue
    - Fifth Street
    - Koontz Lane
    - West College Parkway
  - Slurry Seals
    - Airport Road
    - Stewart Street
    - William Street
- CDBG North Carson Street Improvements
- Battery Backup Improvements
- South Carson Street Improvements
- Carson City Freeway Multi-Use Path (Colorado Street)



## Blue Line ADA Sidewalk Improvements

**Project Name:** Blue Line ADA Sidewalk Improvements

**Project Number:** 031702

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$95,000

**Project to Date Cost:** \$90,000

### Project Description

The project consists of replacing sidewalk ramps at intersections along the historic Blue Line Path to ADA standards.

### Justification

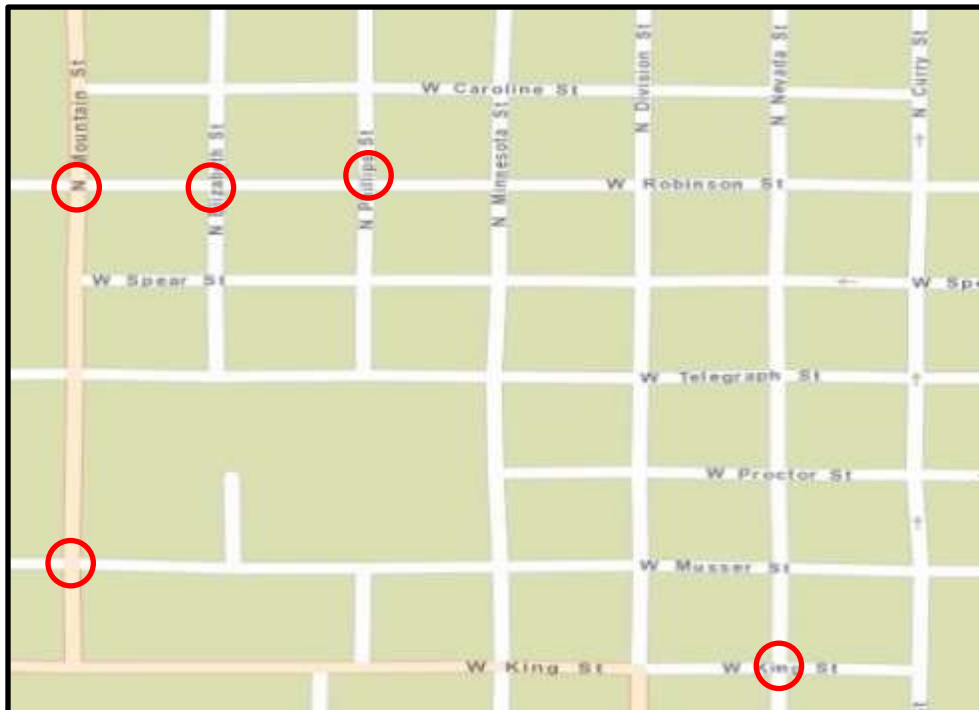
The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

### Project Location

The following intersections will have improvements: Mountain Street and Robinson Street, Musser Street and Mountain Street, Phillips Street and Robinson Street, Robinson Street and Elizabeth Street, and Nevada Street and King Street.

### Status

The project is substantially complete with punchlist items remaining.



## Carson City Freeway Multi-Use Path (Airport Road)

**Project Name:** Carson City Freeway Multi-Use Path (Airport Road)

**Project Number:** 011706 and 011501

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017 (FY 2017-2018)

**Department:** Public Works

**Total Estimated Cost:** \$1,009,211 (95% federally funded)

**Project to Date Cost:** \$61,000

### Project Description

The project consists of the construction of approximately 7,860 linear feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

### Justification

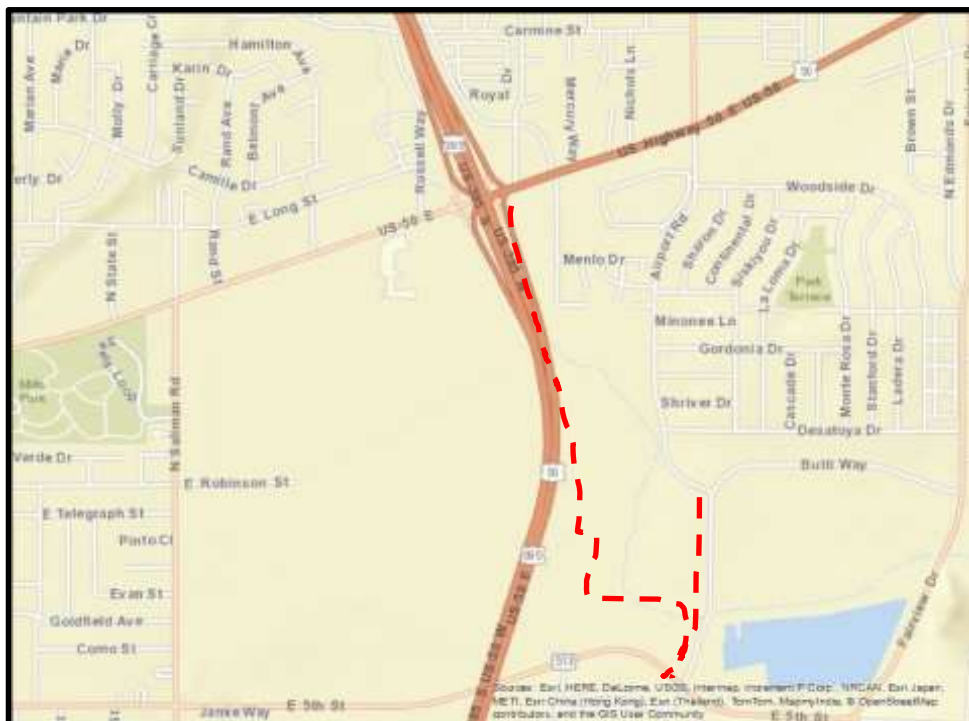
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

### Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

### Status

Bids received on August 29<sup>th</sup>. A construction contract will be presented to the RTC on September 13<sup>th</sup>.



## Sierra Vista Lane Reconstruction Project

**Project Name:** Sierra Vista Lane Reconstruction

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017 & FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$4,553,578 (95% federally funded)

**Project to Date Cost:** \$57,500

### Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving two trailhead-parking areas and will improve drainage facilities.

### Justification

Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

### Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane.

### Status

95% design plans have been accepted with a few minor comments. The BIA appraisal has been received and staff is waiting on BIA to accept the report. Staff will be presenting private property easements to the RTC in October for acceptance. BLM has recently received the environmental report and is in the final stages of review to grant the right-of-way.



# Silver Sage Drive Reconstruction Project

**Project Name:** Silver Sage Drive  
**Project Number:** 031706  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$748,000 (95% federally funded)  
**Project to Date Cost:** \$35,000

## Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway.

## Justification

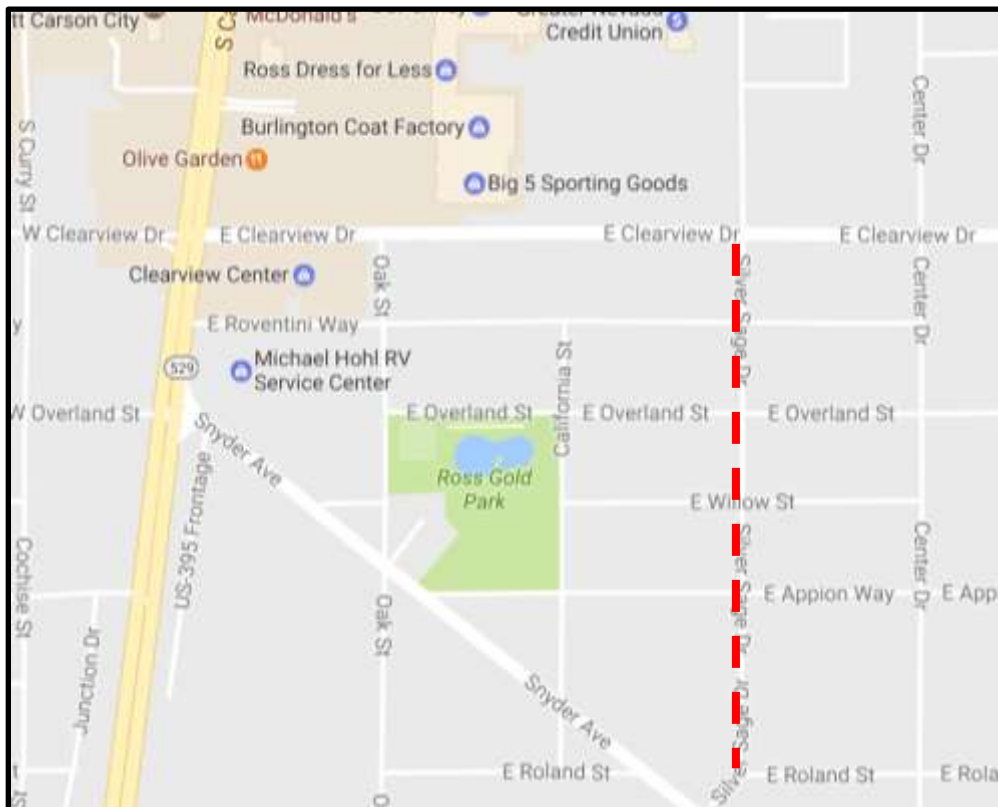
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway.

## Project Location

Silver Sage Drive between Clearview Drive and Roland Street.

## Status

60% designs plans to be submitted to NDOT for review.



## Micro Seal Project: Arrowhead Drive/Medical Parkway

**Project Name:** Arrowhead Drive/Medical Parkway

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Micro seal to preserve roadway condition.

### Justification

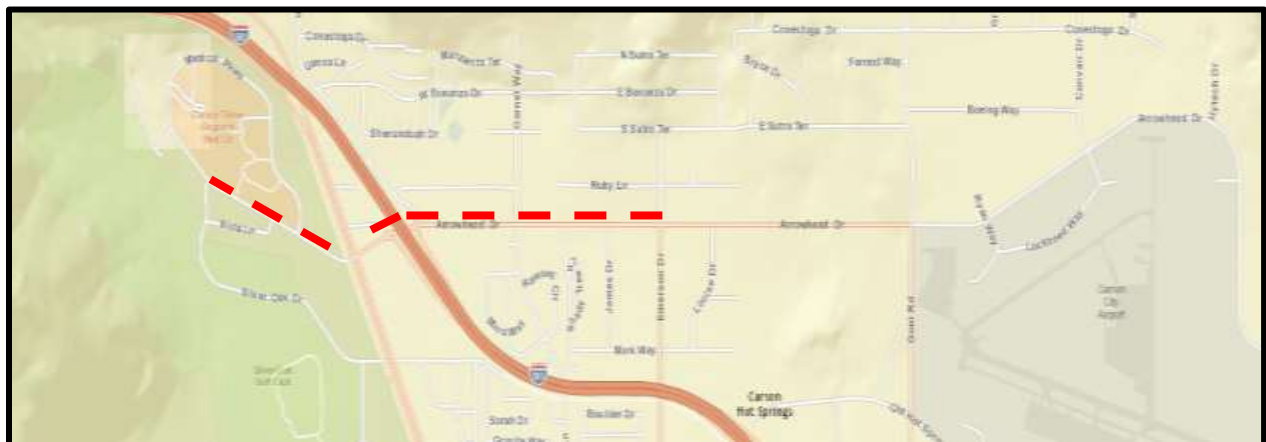
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Arrowhead Drive and Medical Parkway between Emmerson Drive and Silver Oak Drive, respectively.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.



## Micro Seal Project: Carson River Road

**Project Name:** Carson River Road

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Micro seal to preserve roadway condition.

### Justification

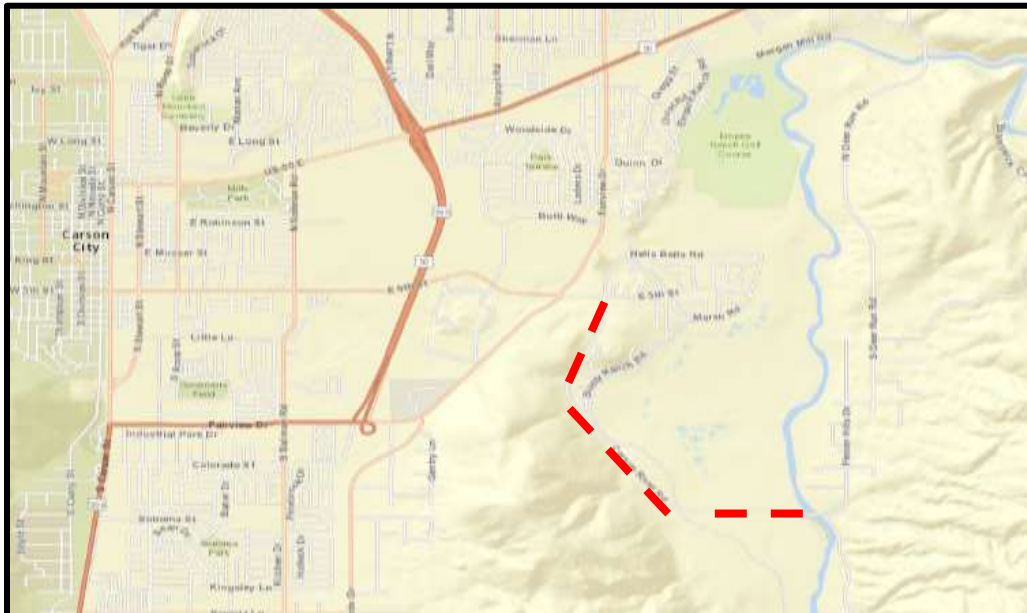
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Carson River Road between Fifth Street and Sierra Vista Lane.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.



## Micro Seal Project: Edmonds Drive/Snyder Avenue

**Project Name:** Edmonds Drive/Snyder Avenue  
**Project Number:** TBD  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$740,000 (includes six projects)  
**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Micro seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.



## Micro Seal Project: Fifth Street

**Project Name:** Fifth Street

**Project Number:** 031709

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Slurry seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Fifth Street between Fairview Drive and Saliman Road.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.





## Micro Seal Project: Koontz Lane

**Project Name:** Koontz Lane

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Micro seal to preserve roadway condition.

### Justification

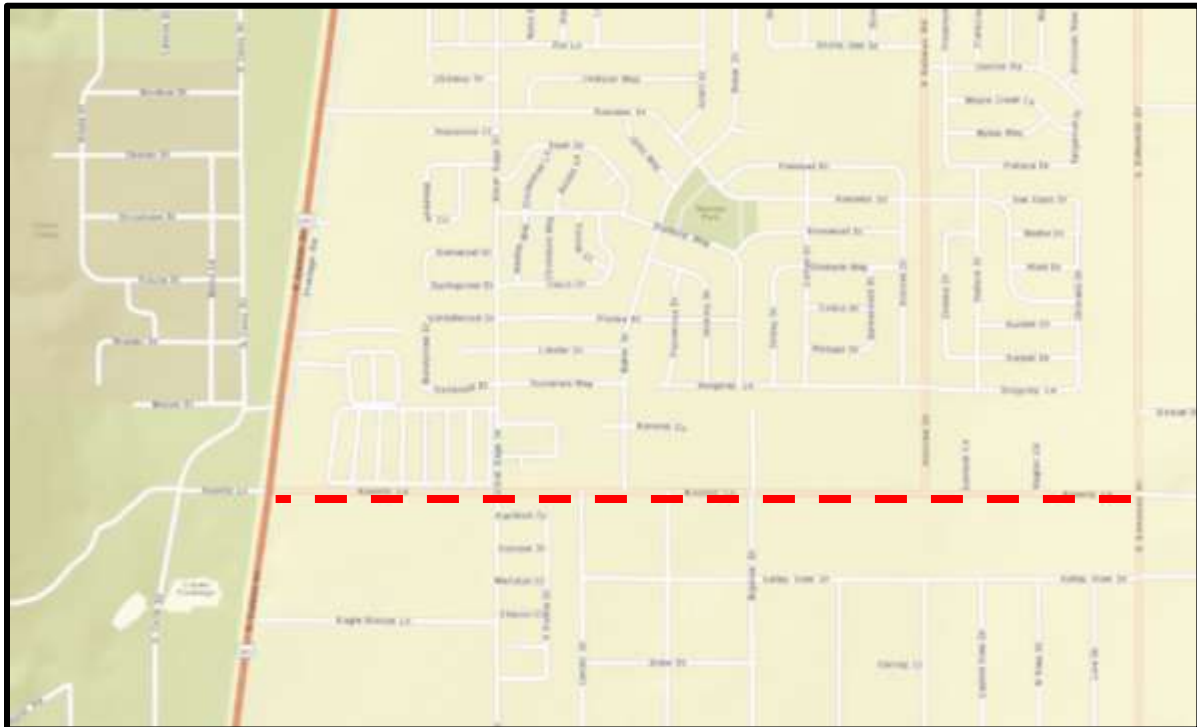
Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

Koontz Lane between Edmonds Drive and Carson Street.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.



## Micro Seal Project: West College Parkway

**Project Name:** West College Parkway

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$740,000 (includes six projects)

**Project to Date Cost:** \$10,000 (includes six projects)

### Project Description

Micro seal to preserve roadway condition.

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

### Project Location

West College Parkway between Carson Street and North Ormsby Boulevard.

### Status

Application of micro seal anticipated to begin on September 11<sup>th</sup>.



## Slurry Seal Project: Airport Road

**Project Name:** Airport Road

**Project Number:** 031708

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$153,007 (includes three projects)

**Project to Date Cost:** \$5,000

### Project Description

Slurry seal to preserve roadway condition

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

### Project Location

Airport Road between U.S. 50 and College Parkway

### Status

Application of slurry seal anticipated to begin on September 11<sup>th</sup>



# Slurry Seal Project: Stewart Street

**Project Name:** Stewart Street  
**Project Number:** 031708  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2017-2018  
**Department:** Public Works  
**Total Estimated Cost:** \$153,007 (includes three projects)  
**Project to Date Cost:** \$5,000

## Project Description

Slurry seal to preserve roadway condition

## Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

## Project Location

Stewart Street between William Street and Carson Street

## Status

Application of slurry seal anticipated to begin on September 11<sup>th</sup>



## Slurry Seal Project: William Street

**Project Name:** William Street

**Project Number:** 031708

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$153,007 (includes three projects)

**Project to Date Cost:** \$5,000

### Project Description

Slurry seal to preserve roadway condition

### Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

### Project Location

William Street between Carson Street and Minnesota Street

### Status

Application of slurry seal anticipated to begin on September 11<sup>th</sup>



# CDBG North Carson Street Improvements

**Project Name:** CDBG North Carson Street Improvements

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$147,871 (100% federally funded)

**Project to Date Cost:** \$2,000

## Project Description

ADA improvements on North Carson Street

## Justification

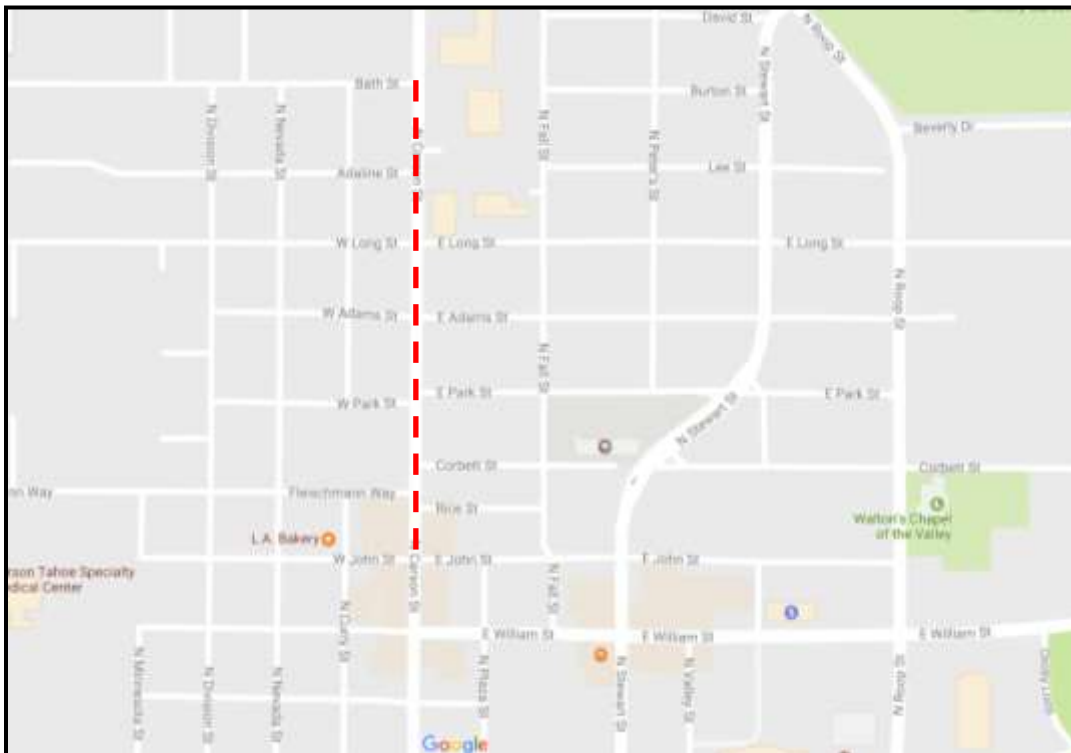
Received CDBG grant award to make ADA improvements

## Project Location

Portions of North Carson Street between Bath and John Streets, east side only

## Status

100% design complete, bid early September, and construct mid-October depending on weather



## **Battery Backup Improvements**

**Project Name:** Fiscal Year 2018 Intersection Improvements

**Project Number:** N/A

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$112,483

**Project to Date Cost:** \$509

### **Project Description**

Installation of battery backup systems (BBS) and retro-reflective back-plate borders at 12 signalized intersections in Carson City.

### **Justification**

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City.

### **Project Location**

- Hwy 50 East and Deer Run Road
- Hwy 50 East and Fairview Drive
- Hwy 50 East and Airport Road
- Hwy 50 East and Lompa Lane
- Hwy 50 East and I-580
- I-580 and College Parkway
- I-580 and Fairview Drive
- US 395 and Clear Creek Road
- US 395 and Clearview Drive
- US 395 and Eagle Station Lane
- US 395 and Koontz Lane
- US 395 and Fairview Drive

### **Status**

Received \$112,483 from NDOT, purchasing equipment and parts in progress.

## South Carson Street Bicycle and Pedestrian Improvements

**Project Name:** South Carson Street Bicycle and Pedestrian Improvements

**Project Number:** 031711

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$789,474 (95% federally funded)

**Project to Date Cost:** \$1,000

### Project Description

Bicycle and pedestrian improvements along South Carson Street corridor between Fairview Drive and Appion Way

### Justification

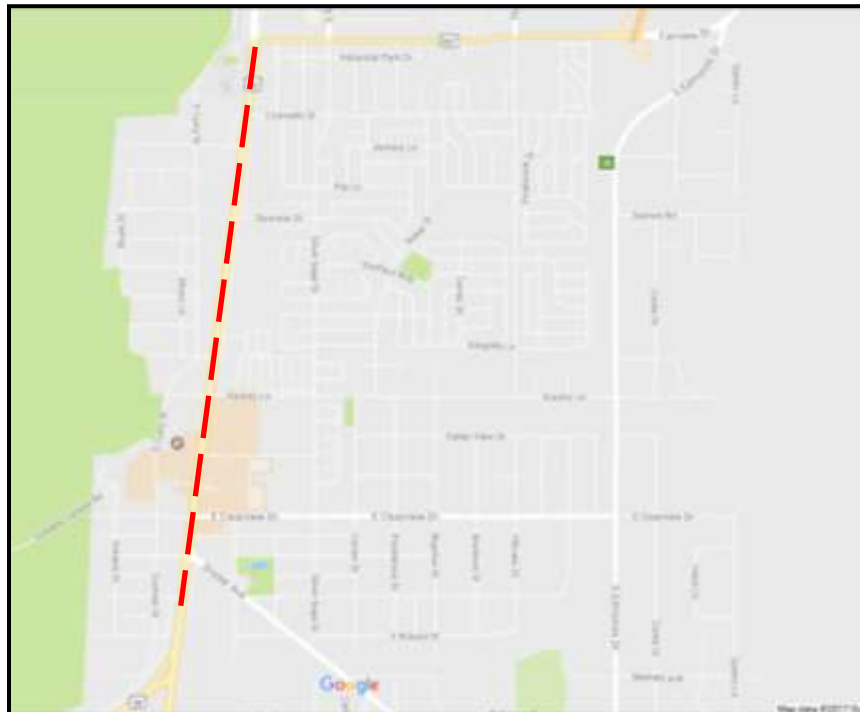
Carson City received a TAP grant for \$750,000 for bicycle and pedestrian improvements

### Project Location

South Carson Street between Fairview Drive and Roland Street (includes portion of the Frontage Road)

### Status

Survey work has begun





## Carson City Freeway Multi-Use Path (Colorado Street)

**Project Name:** Carson City Freeway Multi-Use Path (Colorado Street)

**Project Number:** TBD

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$651,950 (95% federally funded)

**Project to Date Cost:** \$0

### Project Description

Construct 4,200 feet of multi-use path and associate improvements

### Justification

A TAP grant was approved by NDOT

### Project Location

West side of I-580 from linear ditch path to Colorado Street

### Status

LPA agreement to go to RTC board for approval on September 13<sup>th</sup>

