

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

Day: Wednesday
Date: July 13, 2022
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the RTC meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

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

1. Call to Order – Regional Transportation Commission

2. Roll Call

3. Public Comment:**

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

4. For Possible Action: Approval of Minutes – June 8, 2022

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding reestablishing and increasing fares for Jump Around Carson (“JAC”) transit services.

Staff Summary: The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating temporarily fare free since March 2020 with the support of federal grants. Due to the expiration of those grants, increases in the operating costs of JAC, and other service enhancements, staff will present possible options for the reestablishment and increase of fares for

both fixed route and paratransit services. Staff will also provide a summary of the public process completed and the timing of the fare reestablishment.

5-B For Possible Action – Discussion and possible action regarding direction to staff on potential Fiscal Year (“FY”) 2023 transportation infrastructure projects for Performance District 5, as funding permits.

Staff Summary: Staff has identified four potential FY 2023 transportation infrastructure projects for Performance District 5, and recommends pursuing three of the four projects, as funding permits. If approved, staff will finalize project scopes and begin project design. The identified projects will extend the life of the selected roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

5-C For Possible Action – Discussion and possible action regarding direction to staff on pavement preservation projects for local neighborhood roadways in each of Carson City’s five Pavement Performance Districts (“Performance Districts”) and to be funded with \$2.5 million in American Rescue Plan Act (“ARPA”) funds.

Staff Summary: In February of 2022, the Board of Supervisors (“Board”) designated \$2.5 million in ARPA funds for pavement preservation projects on local neighborhood roadways, with at least one such project in each of the five Performance Districts. Staff has identified a potential neighborhood pavement preservation project in each of the five Performance Districts. If directed, staff will initiate development of the projects, finalize the project scopes, and begin project design. Each project will extend the life of the roadway and improve the roadway pavement quality.

5-D For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Co., Inc. (“NBSC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 23300050 for the Fiscal Year (“FY”) 2023 Short Line Striping Project, to NBSC, for a total not to exceed amount of \$204,622.

Staff Summary: The Short Line Project includes repainting striping and pavement symbols on Carson Street and Williams Street. Pavement markings will include but are limited to, bike lane symbols, turns arrow, crosswalk striping, yield bars, pavement marking text, and stop bars. The contract is for the base bid amount of \$186,020, plus an additional 10% contingency amount of \$18,602. The engineer’s estimate was \$200,000.

5-E For Possible Action – Discussion and possible action regarding the submission of a Federal Fiscal Year (“FFY”) 2022 Safe Streets and Roads for All (“SS4A”) grant application to the United States Department of Transportation (“USDOT”) for a \$3.75 million project, subject to a 20% local match totaling \$750,000, to improve roadway safety around the Empire Elementary School (“Project”).

Staff Summary: USDOT is currently requesting FFY 2022 SS4A discretionary grant applications, which must be submitted no later than September 15, 2022. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development and implementation of safety plans focused on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. Staff is seeking approval to submit a FFY 2022 SS4A grant application to the USDOT in the amount of \$3.75 million for the Project.

6. Non-Action Items:

- 6-A Transportation Manager’s Report
- 6-B Street operations activity report for May 2022
- 6-C Other comments and reports, which could include:
 - Future agenda items
 - Status review of additional projects
 - Internal communications and administrative matters
 - Correspondence to the RTC
 - Additional status reports and comments from the RTC
 - Additional staff comments and status reports

7. Public Comment:**

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

8. For Possible Action: To Adjourn

****PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.** Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

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

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355 at least 24 hours in advance.

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

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

This notice has been posted at the following locations:
 Carson City Public Works, 3505 Butti Way
www.carson.org/agendas
<http://notice.nv.gov>

This page intentionally left blank.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the June 8, 2022 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, June 8, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
 Vice Chair Lisa Schuette
 Commissioner Robert “Jim” Dodson
 Commissioner Gregory Novak

STAFF: Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 Bryan Byrne, Traffic Engineer
 Kelly Norman, Transportation Planner/Analyst
 Rebecca Bustos, Grant Analyst
 Alex Cruz, Transit Coordinator
 Tamar Warren, Senior Public Meetings Clerk

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

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

(4:57:44) – Chairperson Bagwell called the meeting to order at 4:57 p.m.

2. ROLL CALL

(4:57:02) – Roll was called, and a quorum was present. Commissioner Macquarie was absent.

3. PUBLIC COMMENT

(4:58:08) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MAY 11, 2022

(4:58:13) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(4:58:20) – Commissioner Dodson moved to approve the minutes of the May 11, 2022 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 4-0-0.

5. PUBLIC MEETING ITEMS

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the June 8, 2022 Meeting

Page 2

DRAFT

5-A FOR DISCUSSION ONLY – PRESENTATION, DISCUSSION AND SOLICITATION OF PUBLIC COMMENT RELATED TO THE REESTABLISHING, AND POTENTIALLY INCREASING, FARES FOR JUMP AROUND CARSON (“JAC”) SERVICE.

(4:58:40) – Chairperson Bagwell introduced the item. Mr. Martinovich provided background and Mr. Cruz reviewed the public outreach process and activities conducted by Staff regarding the Jump Around Carson (JAC) fare reestablishment and possible increase. He explained that the 30-day Public Outreach and Public Comment period began on May 25, 2022 and would end on June 24, 2022. He reviewed a PowerPoint presentation, incorporated into the record, which included the current and proposed rates, and many upcoming enhancements. Mr. Cruz also encouraged members of the public to provide input via phone at (775) 887-2355 or via email to Staff at comments@carsonareampo.com, and responded to clarifying questions. Discussion ensued regarding the fare change timeframe and Mr. Martinovich clarified that all eligible passes purchased prior to the fare increase will be honored. Mr. Cruz clarified that the enhancements, such as free WiFi, will be installed when new buses arrive. Chairperson Bagwell entertained public comments.

(5:09:34) – Deni French inquired about the cost of the enhancements such as the free WiFi and whether they contributed to the proposed fare increase. Chairperson Bagwell explained that some of the enhancements such as contactless payment and WiFi were requested by the riders. Mr. Cruz also clarified that the WiFi would assist in using a phone for contactless payments, adding that the costs were incremental. This item was not agendized for action.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT NEVADA BARRICADE & SIGN COMPANY, INC. (“NBSCO”), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NRS CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 21300304 FOR THE 2022 LONG LINE PAVEMENT STRIPING PROJECT (“PROJECT”) TO NBSCO FOR A TOTAL NOT TO EXCEED AMOUNT OF \$237,550.50.

(5:15:02) – Chairperson Bagwell introduced the item and entertained Commissioner comments or questions; however, none were forthcoming. She also entertained public comments.

(5:15:54) – Mr. French inquired about the Staff roles regarding the contract and Chairperson Bagwell instructed Staff to speak to him after the meeting regarding his inquiry. She also entertained a motion.

(5:16:49) – Vice Chair Schuette moved to award the contract as presented. The motion was seconded by Commissioner Novak and carried 4-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER’S REPORT

(5:17:17) – Mr. Martinovich thanked Chairperson Bagwell and Commissioner Novak for attending the “Kings Canyon ribbon cutting.” He also noted that several slurry projects including Saliman Road,

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the June 8, 2022 Meeting

Page 3

DRAFT

Curry Street, and Silver Sage Road would begin “relatively soon.” Mr. Martinovich announced that the Fifth Street right turn pocket at Carson River Road would begin next week.

6-B STREET OPERATIONS ACTIVITY REPORT FOR APRIL 2022

(5:18:58) – Mr. Martinovich referenced the Street Operations Activity Report, which is incorporated into the record, and responded to clarifying questions.

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

- **FUTURE AGENDA ITEMS**

(5:17:40) – Mr. Martinovich stated that the JAC fare increase discussion would take place at the next meeting. He noted that the District 5 project prioritization would also be discussed at the Commission’s July meeting.

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

(5:23:00) – Vice Chair Schuette complimented Staff for “the Kings Canyon project, how smooth the road is and what a great ribbon cutting it was.” She highlighted the presence of one of the residents and praised how well the City had worked with them on the project. Vice Chair Schuette also noted that she had hiked the Lincoln Trail, calling it delightful. Chairperson Bagwell explained that the Board had received many messages regarding dogs on the Kings Canyon Trail and invited the public to submit public comments to the upcoming joint Parks and Recreation Commission and Open Space Advisory Committee meeting on July 18, 2022, which planned to address the dog policies. Commissioner Novak provided a heads up on the upcoming International Trails Summit in Reno in April 2023.

- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

7. PUBLIC COMMENT

(5:27:28) – Chairperson Bagwell entertained final public comments. Mr. French thanked the Commission for a great opportunity as he was pleased to hear that trees were being replenished.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:28:48) – Chairperson Bagwell adjourned the meeting at 5:28 p.m.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the June 8, 2022 Meeting

Page 4

DRAFT

The Minutes of the June 8, 2022 Carson City Regional Transportation Commission meeting are so approved this 13th day of July, 2022.



STAFF REPORT

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

Meeting Date: July 13, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding reestablishing and increasing fares for Jump Around Carson (“JAC”) transit services.

Staff Summary: The JAC transit system provides fixed route and paratransit services in Carson City. JAC has been operating temporarily fare free since March 2020 with the support of federal grants. Due to the expiration of those grants, increases in the operating costs of JAC, and other service enhancements, staff will present possible options for the reestablishment and increase of fares for both fixed route and paratransit services. Staff will also provide a summary of the public process completed and the timing of the fare reestablishment.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the proposed JAC fare structure, as presented.

Previous Action

May 11, 2022 – The RTC authorized staff to begin public outreach and other necessary diligence for the reestablishment, and possible increase, of JAC fares.

Background/Issues & Analysis

Fares for JAC have remained unchanged since JAC first began operations on October 3, 2005. JAC is temporarily operating without collecting fares as a result of the COVID-19 pandemic which began in March 2020. Two, one-time federal grant programs, the Coronavirus Aid, Relief, and Economic Security Act and the American Rescue Plan Act, have allowed JAC to operate fare free at 100% federal match (no local match). Funding for these two grant programs will end this coming fiscal year requiring Carson City to resume matching existing federal grants provided through the Federal Transit Administration. Additionally, costs for the operation of JAC have increased due to a variety of factors, which include increases in fuel costs, labor costs, and bus purchase and maintenance costs. As a result of the expiration of the one-time federal funding and the increased costs for JAC operations, JAC will be reestablishing fares and is recommending an increase to fares for both fixed route and paratransit services.

In addition to fare increases, JAC is preparing to institute several other upgrades, including a contactless fare payment system and free on-board WiFi.

Staff completed a public outreach process which included press and media notifications in both digital and print media, posters in all buses and bus stop shelters, hosting of a public meeting at the City Community Center, and a public hearing held at the June 8, 2022 RTC meeting. In addition, staff rode JAC to gather

additional input directly from riders. The 30-day comment period ended on June 24, 2022. A total of 10 comments were received and are included as Exhibit 3. Staff also evaluated the potential for fare increases to disparately impact low-income and minority community members. The results of that analysis, as well as recommended mitigations, are included in Exhibit 4.

Staff will present a summary of the public outreach completed, the possible options and impacts related to fare increases, and the proposed schedule for the reestablishment of fares. The RTC may choose to reestablish fares with no increase, increase a portion of the fares at different rates than those presented, or adopt the new, increased fares shown in Table 1. Fares are planned to be reestablished, and possibly increased, on Monday, October 3, 2022.

Table 1 – Proposed Fare Structure

JAC Fixed Route	
Adult Fare One-Way	\$1.50
Youth, Senior*, Military & Disabled Reduced Fare One-Way	\$0.75
Monthly Pass Standard	\$40.00
Monthly Pass Reduced	\$20.00
Children Under 4 & Transfers	Free
JAC Assist	
One-Way Trip within ¾ mile of fixed route	\$3.00
One-Way Trip between ¾ and 1 mile of fixed route	\$6.00
Monthly Pass for any JAC Assist Ride	\$60.00
Personal Care Attendants	Free

*The free Senior Bus Pass program remains available through the City’s Senior Citizens Center.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Transit Fund, JAC Ticket: Various Accounts / 2253080-443XXX

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The FY 2023 budgeted amount for JAC fare revenue is \$100,000. Increasing JAC fares as proposed is estimated to generate approximately \$120,000 in revenue for the remainder of FY 2023.

Alternatives

1. I move to approve the proposed fare structure with the following modifications as discussed on the record.
2. I move to reestablish fares at the previous fare schedule, without any increase.

Supporting Material

- Exhibit-1: JAC Fare Presentation
- Exhibit-2: JAC Public Outreach Poster
- Exhibit-3: Public Comments Received
- Exhibit-4: JAC Fare Equity Analysis

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

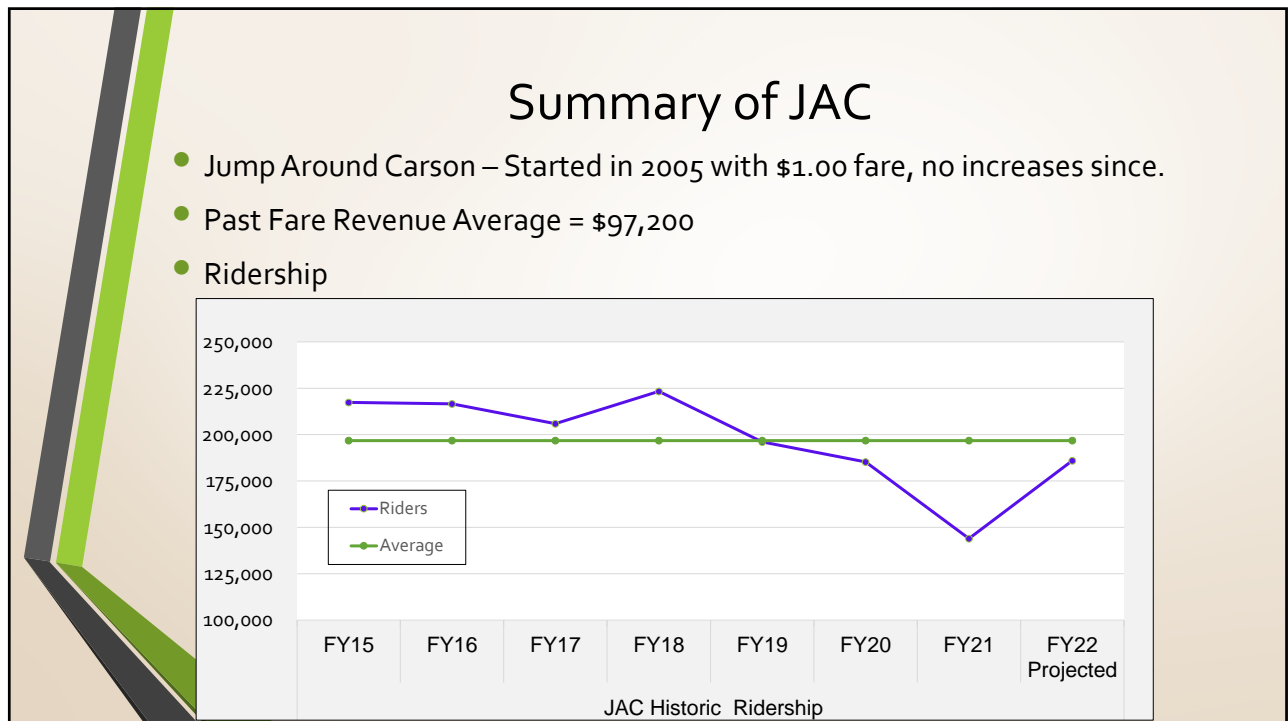
Aye/Nay

(Vote Recorded By)

This page intentionally left blank.



1



2

Updates to JAC Enhancements

- Deployment of a new Contactless Payment system and App.
- Free WiFi on each bus
- Delivery of five new JAC buses – They have ARRIVED!!!
- Other Future upgrades including
 - New Downtown Transit Center
 - Bus Stop shelter lighting
 - Route changes to serve more areas of Carson City

3

Current and Possible JAC Fares

JAC Fixed Route	Current Fare	New Fares
Standard Adult One-Way	\$1.00	\$1.50
Reduced Senior/ Military/Youth/Disabled One-Way	\$0.50	\$0.75
Monthly Pass Standard	\$25.00	\$40.00
Monthly Pass Reduced	\$12.50	\$20.00
10-Ride Pass Standard	\$8.00	Removed
10 Ride Pass Reduced	\$4.00	Removed
Children Under 4 & Transfers	Free	Free
JAC Assist		
One-Way Trip within ¼ mile of fixed route	\$2.00	\$3.00
One-Way Trip between ¼ and 1 mile of fixed route	\$4.00	\$6.00
JAC Assist Monthly	NA	\$60.00
Personal Care Attendants	Free	Free

Notes: JAC is currently operating fare free

4

Notifications and Public Outreach

- Formal 30-day Public Comment period ended June 24, 2022
- Press release and other print and social media outreach distributed
- Posted fliers in all shelters and in all buses
- Public Meeting held June 8 before RTC meeting
- Staff rode the bus routes
- 10-comments received and included in packet

5

Next Steps

- Tonight (7/13/2022): RTC discussion and possible action regarding the fare increase.

Implementation Schedule

- July 13, 2022: RTC Board for possible action on fare increases
- August/September: Install contactless fare and other equipment on all buses
- August: Training of drivers on new process and cash fare collection
- October 3, 2022: Implement fares for all JAC services

6

This page intentionally left blank.



New fares. New upgrades.

We're making improvements to better serve you and your experience using JAC Transportation since its establishment in 2005.

INCREASED FARES* BEGINNING IN AUGUST 2022 PROVIDE:

NEW Contactless payment system
(cash still accepted)

NEW Free WiFi on EVERY bus

NEW Buses **COMING SOON!**

WE WANT TO HEAR FROM YOU!

30-day Comment Period**

1. Attend the Public Meeting

Wednesday, June 8, 2022 | 3 to 4:30 pm
before the CAMPO / RTC meeting
Carson City Community Center
851 E William St, Carson City NV 89701
outside the Bob Crowell Meeting Room

2. Call 775-887-2355

3. Email comments@CarsonAreaMPO.com

4. Mail

Public Works Department
Attn: Transportation Manager
3505 Butti Way
Carson City, NV 89701

JAC FIXED ROUTE	Past Fare	Possible Adjusted Fare
Standard Adult One-Way	\$1	\$1.50
Reduced Senior/Youth/Disabled One-Way	\$0.50	\$0.75
Monthly Pass Standard	\$25	\$40
Monthly Pass Reduced	\$12.50	\$20
10-Ride Pass Standard	\$8	NA
10-Ride Pass Reduced	\$4	NA
Children 4 & Under / Transfers	FREE	FREE

JAC ASSIST	Past Fare	Possible Adjusted Fare
One-Way Trip within 3/4 mile of fixed route	\$2	\$3
One-Way Trip within 3/4 and 1 mile of fixed route	\$4	\$6
JAC Assist Monthly NEW	NA	\$60
Personal Care Attendants	FREE	FREE

*Those eligible for reduced fares include Senior (60+ with ID); Military (active or retired with ID); Youth (anyone 18 or under, with ID); handicapped/disabled (with Medicare or other proof).

5. Visit Our Website

Scan the QR code below



Please comment for a chance to receive a free monthly bus pass

**30-day comment period BEGINS May 25, 2022 and ENDS on June 24, 2022

This page intentionally left blank.

Carson City JAC Public Comments May/June 2022			
Name	Detailed Comment	Source	Response
Keith Wells	Please consult with Placer County and ask how they fund Free public transportation on TART buses. Also throughout the Tahoe basin the new micro transit system is free as well.	Email	Thank for your comment. Many transit agencies moved to free fares as a result of the pandemic as a way to limit in-person contact. Many of these agencies are slowly returning back to charging fares. JAC is challenged with limited options for local matching funds. Revenue generated from fares reduces the local cost of operating transit. California has specific transit funding options available to them that are not available in Nevada.
Anonymous	As someone who rides the JAC bus pretty often to get to and from work, making the cost go up to \$1.50 will definitely cause some inconvenience. Considering you don't give out change and it seems like almost everywhere these days is having a "coin shortage", I'm not sure how I'd be able to always have the extra 50 cents on me. Thanks for reading.	Email	Thank you for the comment. Using the contactless payment system will reduce the need to use coins or cash of any kind. Staff evaluated different fare options and will evaluate how the cash payment system will work and can adjust as needed at a later date.
Alexandra Buyck	Are we seriously considering a fare increase with inflation being so high? Do we not care that people without a car would be twisted into paying this? 12.50 to 20 dollars for a reduced monthly pass? This is the worst possible time period to introduce this. What has been done to offset any cost whatsoever? Is gas going back down? Is groceries going back down? You've done nothing but introduce a price hike on top of other price hikes we're already facing. Does this make sense to introduce at this current moment? Have your proposal once the dust settles to see where inflation will be at before you try and take more money from people.	Email	Thank you for your comments and we sympathize with your concern about the increased costs. Costs are increasing for JAC as well including the costs of fuel and labor. While half of our operating costs are covered by the Federal Government, the other half are funded either locally or through fare revenue. JAC has been operating fare free because of one-time grants received from the Federal Government. If the RTC approved of a fare increase, the increase would coincide with the reestablishment of fares.
Kevin Marcella	Hi. I think it should be raised up, the fare. I use the bus when car is not working it is a go to transportation service for the city.	Email	Thank you for your comment. JAC does provide a valuable transportation service for many in the city whether they drive or not.
Deni French	Thankful for the team. Shelters are small; posters block bus visibility; benches and shelter provide protection from weather; expand routes: Dayton, new park; funding should be increased; 7-day-a-week service.	Public Meeting	Appreciate the compliments and the comments about JAC service. JAC is one of the most efficient transit agencies in the county and we always look for non-local funding sources to provide service. Without additional federal and non-federal sources, it is unlikely we can provide Sunday service or expand service to Dayton.
Kurt Petersen	Round fares up to the nearest dollar, add Sunday service, need more buses.	In Person	Thank you for your comments. Using the contactless payment system will reduce the need to use coins or cash of any kind. Staff evaluated different fare options and will evaluate how the cash payment system will work and can adjust as needed at a later date. Without additional local funding, it is unlikely we can provide Sunday service or add buses to our existing routes at this time.

Regina Cook	Does not ride bus every day so would like would like a 10-day-pass. Concerned about rate hikes for other people. Appreciative of services.	In Person	Thank you for riding JAC. The contactless payment system will replace the need for a 10-day pass. Staff are working to lesson the administrative costs of printing and providing different pass options. The cost for ticket purchases through the system can be capped at the equivalent cost of what a printed 10-day pass would have cost.
Robyn Faye	Lower fares. \$60 should be reduced to \$40. Cannot afford \$.50 increase.	In Person	Thank you for the comment. The RTC will have the final approval of the rates for JAC. The \$60 rate for JAC Assist is based on riding the service 4 times per week each month. Reduced fares for the JAC fixed-route service may increase \$0.25 for eligible riders.
Lance Fredrickson	Rates should not be raised on seniors who are on fixed rates. Does not like fixed-route services on circular routes. Should be a back and forth service on Carson Street.	In Person	Thank you for the comments. The RTC will have the final approval of the rates for JAC. JAC Staff are evaluating JAC routes as a separate project. Additional information on routes will be forthcoming in a few months.
Brad Hall	\$1.50 should be \$2.00. Easier to pay.	In Person	Thank you for the comment. Using the contactless payment system will reduce the need to use coins or cash of any kind. Staff evaluated different fare options and will evaluate how the cash payment system will work and can adjust as needed at a later date.



CARSON CITY NEVADA
Consolidated Municipality and State Capital
PUBLIC WORKS
MEMORANDUM

TO: Chris Martinovich, Transportation Manager
FROM: Marquis Williams, Transportation Planner
SUBJECT: JAC Transit – Fare Equity Analysis
DATE: June 27, 2022

Carson City's local transit provider, Jump Around Carson (JAC), is proposing a fare increase. The increase is necessary to ensure the continued operation of the service consistent with rising transportation costs on a macro level. The total operational cost of JAC has increased due to increases in fuel costs, labor costs, and other bus maintenance costs.

Since its conception in 2005, JAC has utilized the same fare schedule, shown in Table 1 below. The only exception to this started in March 2020, when JAC temporarily began fare-free service in response to the COVID-19 pandemic. This fare-free service has continued into Summer of 2022.

Table 1- Current and Proposed Fares

JAC FIXED ROUTE	Current Fare	Proposed Fare
Standard Adult One-Way	\$1	\$1.50
Reduced Senior/Youth/Disabled/Military One-Way	\$0.50	\$0.75
Monthly Pass Standard	\$25	\$40
Monthly Pass Reduced	\$12.50	\$20
10-Ride Pass Standard	\$8	NA
10-Ride Pass Reduced	\$4	NA
Children 4 & Under / Transfers	FREE	FREE
JAC ASSIST	Current Fare	Proposed Fare
One-Way Trip within $\frac{3}{4}$ mile of fixed route	\$2	\$3
One-Way Trip between $\frac{3}{4}$ and 1 mile of fixed route	\$4	\$6
JAC Assist Monthly	NA	\$60
Personal Care Attendants	FREE	FREE

The FTA Circular 4702.1B along with the JAC Title VI Plan recommend that any fare increase evaluate any disparate impacts to low-income and minority riders. To quantify any potential financial impacts of the proposed fare increase, JAC staff have developed a fare equity analysis which attempts to determine whether the price change will have a disparate financial impact on disadvantaged populations including low income and minority households. The proposed fares are also shown in Table 1.

Data Collection & Analysis:

The analysis used to identify potential disparate impacts generally compared disadvantaged residents in a census tract as a percentage of total city population to disadvantaged (minority & low income) riders in a census tract as a percentage of total 2019 ridership. Information on populations and household income in each census tract was collected from the 2019 American Community Survey (ACS). The results for each census tract are shown in Table 2 below.

Table 2- ACS Data by Census Tract

<u>Census Tract</u>	<u>Percent of Census Tract Population Categorized "Minority"¹</u>	<u>Percent of Census Tract Population with Household Income <\$35,000</u>
1	4.3%	23.5%
2	8.4%	18.4%
3	14.6%	14.3%
4	18.1%	26.8%
5.01	14.4%	18.4%
5.02	10.4%	32.0%
6	23.0%	25.1%
7.01	27.3%	23.8%
7.02	17.2%	19.5%
8	23.8%	14.4%
9	21.3%	32.8%
10.01	26.1%	29.4%

JAC fixed route boardings in each census tract were counted using GIS software. To calculate a potential impact, if the percentage of disadvantaged riders in a given census tract exceeded the percentage of disadvantaged residents in that tract, then there exists the possibility of a disparate impact. See resulting tables for minority riders (Table 3) and low-income riders (Table 4) below.

¹ "Minority population" is calculated using 2019 ACS data and is defined as [Total Population] minus [White Only] plus [Population of Hispanic/Latino descent].

Table 3- Disparate Impact on Minority Riders

<u>Census Tract</u>	<u>Percent of Total JAC Pickups in Tract (2019)</u>	<u>Minority as % of Total Ridership</u>	<u>Minority as % of Citywide Pop.</u>
1	34.0%	1.5%	0.2%
2	1.3%	0.1%	0.5%
3	11.5%	1.7%	1.0%
4	2.8%	0.5%	1.2%
5.01	16.2%	2.3%	1.5%
5.02	14.3%	1.5%	0.6%
6	4.6%	1.1%	2.7%
7.01	1.8%	0.5%	2.1%
7.02	1.2%	0.2%	1.0%
8	4.5%	1.1%	2.1%
9	2.6%	0.6%	2.1%
10.01	5.1%	1.3%	1.9%

Table 4- Disparate Impact on Households with Median Income <\$35,000

<u>Census Tract</u>	<u>Percent of Total JAC Pickups in Tract (2019)</u>	<u>Household Income <\$35,000 as % of total ridership</u>	<u>Household Income <\$35,000 as % of citywide households</u>
1	34.0%	8.0%	1.6%
2	1.3%	0.2%	1.3%
3	11.5%	1.6%	1.1%
4	2.8%	0.8%	2.0%
5.01	16.2%	3.0%	2.0%
5.02	14.3%	4.6%	2.4%
6	4.6%	1.2%	2.7%
7.01	1.8%	0.4%	1.7%
7.02	1.2%	0.2%	1.2%
8	4.5%	0.6%	0.8%
9	2.6%	0.9%	3.0%
10.01	5.1%	1.5%	2.0%

In both tables shown, disparate impacts are found to be possible in Census Tracts 1, 3, 5.01, and 5.02. As shown in Table 3, minorities in Tract 5.01 represent 1.5% of Carson City's total population and 2.3% of total JAC ridership. Since minorities are overrepresented on JAC, there is a possible disparate impact.

Possible Mitigations:

The analysis shows there may be disparately impacted demographic groups within the transit service area. Staff have taken the following steps to mitigate the negative impact of the fare increase on those groups:

- Small changes to fares. Academic studies have shown that incremental fare increases are less financially burdensome.²
- Introducing a contactless ticketing smartphone application with monthly passes included. Prior to contactless ticketing, riders would need to visit the JAC Main Office to procure a monthly pass. This smartphone technology reduces barriers to access this cheaper (on a per ride basis) pass option. Training by JAC staff will be available.
- Capped fares. Using the contactless ticketing application, a rider's fare can be capped at a set amount. For example, a rider who chooses not to buy a monthly pass would not be charged more than \$40 over a 30-day period.
- Offering a new JAC assist monthly bus pass for frequent riders. This pass will be the same cost for all services within 1-mile of a fixed route.
- Free yearly senior bus passes.
- Cash still accepted for single-ride and monthly passes.

Conclusion:

The impact to low-income and minority riders can be lessened, but not eliminated through mitigations. JAC is critical to those who rely on its services. In order to meet and accomplish the agency's goals, the continued operation of JAC must be ensured. It is likely that the elimination or reduction of JAC services will affect low-income and minority populations to a greater degree than the proposed fare increase. Continuance of JAC service provides a valuable option for transportation for all users within Carson City.

² Litman, T. (2004). Transit Price Elasticities and Cross-Elasticities. *Journal of Public Transportation*, Vol. 7, No. 2, 37-58.



STAFF REPORT

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

Meeting Date: July 13, 2022

Staff Contact: Kelly Norman, Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding direction to staff on potential Fiscal Year (“FY”) 2023 transportation infrastructure projects for Performance District 5, as funding permits.

Staff Summary: Staff has identified four potential FY 2023 transportation infrastructure projects for Performance District 5, and recommends pursuing three of the four projects, as funding permits. If approved, staff will finalize project scopes and begin project design. The identified projects will extend the life of the selected roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to approve the three recommended District 5 projects, as presented.

Background/Issues & Analysis

Staff identified several potential transportation infrastructure projects in Performance District 5 for FY 2023. Each project was evaluated through a four-step process. The first two steps used data collection and pre-screening factors including evaluation of the pavement condition index and past work history.

The next step evaluated projects based on several factors including: proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents (namely, 2020 ADA Transition Plan and 2020 Safe Routes to School Master Plan), and coordination with other roadway utilities to achieve a “dig once” approach. The final step evaluated projects based on cost, construction efficiency, and constructability.

Based on the results of the evaluation, four potential transportation infrastructure projects were identified. The projects, treatment types, and estimated costs are outlined in the table below. Complete streets improvements are incorporated into these cost estimates. The cost estimates also include project and construction management, engineering design, construction bid item costs, material testing, and contingency.

FY23- District 5 Project Summary						
	Street Name	Start	End	Treatment Type	Length (mi)	Preliminary Cost
District 5	Mountain St	W King St	Winnie Ln	Preservation	1.1	\$ 500,000.00
	Medical Pkwy	N Carson St	Medical Pkwy	Preservation	1.4	\$ 480,000.00
	W Long St	Mountain St	N Carson St	Rehabilitation	0.3	\$ 810,000.00
	Winnie Ln	Mountain St	N Carson St	Rehabilitation	0.3	\$ 920,000.00

Upon completion of the prioritization process, three of the four transportation infrastructure projects proposed for District 5 are recommended by staff for RTC approval. The W. Long Street Project is not recommended for construction in FY 2023 due to limited available funding.

The total available funding from infrastructure sales tax, and gasoline and diesel fuel taxes for all projects in FY 2023 is \$2,056,885 with approximately \$1,908,000 available to be used on District 5 projects. The total estimated cost of the three recommended projects is \$1,900,000. Should diesel fuel taxes not be extended beyond December 31, 2022, staff will review the available budgets, revisit project recommendations, and return to RTC for guidance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.210

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Capital Improvements / 2503035-507010; V&T Infrastructure Fund, Construction Account / 2535005-507010

Is it currently budgeted? Yes No

The available budget for FY 2023 pavement projects is \$2,056,885, which is comprised of \$993,149 from the FY 2023 Regional Transportation Infrastructure Capital account 2503035-507102, \$152,967 from the FY 2022 Regional Transportation Infrastructure Capital account 2503035-507102, which will roll-forward and be available in FY 2023, and \$910,769 from the V&T Infrastructure fund, Infrastructure Capital Account 2535005-507102. Funding will be transferred from these accounts to the Capital Improvements Account 507010 once individual projects are created with finalized cost estimates.

Alternatives

Decline to approve the three District 5 projects for FY 2023 and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Presentation Material for District 5 Transportation Projects
- Exhibit-2: District 5 Project Map

Board Action Taken:

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

 (Vote Recorded By)



1

Project Prioritization

- ▶ District Projects - Regional Roads
- ▶ ARPA Projects - Local Roads
- ▶ Data Driven process and data we use to help inform the decision

Performance District Number	Year
1 (Red)	2019
2 (Purple)	2020
3 (Green)	2021
4 (Orange)	2022
5 (Blue)	2023

2

Project Prioritization Process

Data Collection

- City wide pavement condition data collection
- GIS data

Pre-Screening

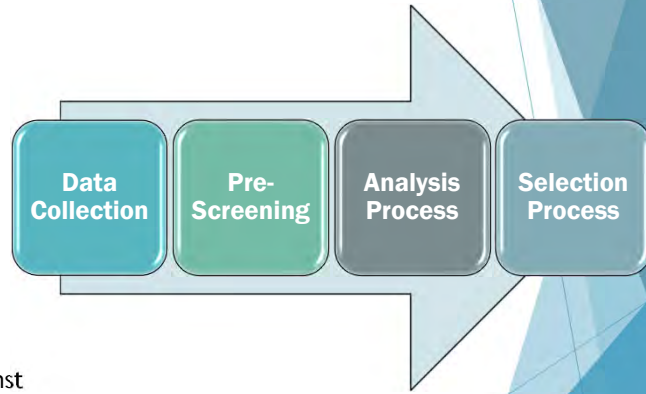
- Pavement Condition Index (PCI)
- Work History
- Type of treatment
 - Preservation
 - Rehabilitation
 - Reconstruction

Analysis Process

- Processing each road segment against scoring matrix for each treatment type

Selection Process

- Evaluating cost, efficiency, and constructability



3

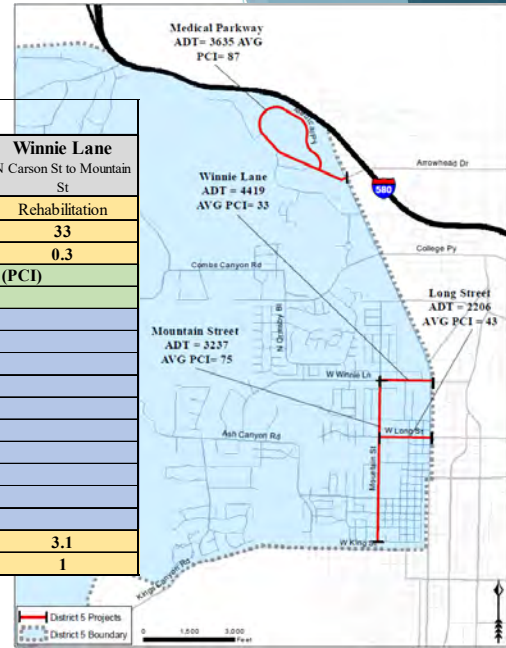
Scoring Matrix

	<u>Traffic Volume</u>	-	0-499 ADT	500-999 ADT	1000-2499 ADT	2500-5000 ADT	>5000 ADT
Treatment Type	<u>Road Classification</u>	-	-	Collector	-	Arterial	-
	<u>Utility Projects</u>	High Priority Project	-	-	Medium Priority Project	-	Low Priority Project
	<u>Critical</u>	-	91-100	-	76-90	-	65-75
	<u>Additional Funding</u>	No Funding	-	-	-	-	Funding
	<u>Safety</u>	0	1	2	3	4	>5
	<u>Transit</u>	-	-	No routes on or near project	-	On planned Route	-
	<u>Regional Plan</u>	On near term plan	-	-	On long term plan	-	Not on plan
	<u>Multimodal Facility</u>	Not existing	-	-	-	-	Existing Facility

4

Dist. 5 Road Results

FY23 District 5 - Transportation Projects				
Transportation Facility Information	Mountain Street W King St to W Winnie Lane	Medical Pkwy N Carson St to Medical Pkwy	W Long St N Carson St to Mountain	Winnie Lane N Carson St to Mountain St
Pavement Treatment*	Surface Preservation	Surface Preservation	Rehabilitation	Rehabilitation
Pavement Condition	75	87	43	33
Project Length (CL Miles)	1.1	1.4	0.3	0.3
Pre-Screening	Eligible Roads Based on Pavement Condition Index (PCI)			
Project Scoring	Work History			
	Traffic Volume (ADT)			
	Road Classification			
	Other Utility Projects			
	Critical PCI			
	Additional Funding			
	Safety (No. of Crashes)			
	Transit Route			
	ADA Compliance			
	Regional Plan			
Multimodal				
Project Score (Max Score 5)	2.9	3.4	2.9	3.1
Order of Ranking	2	1	2	1



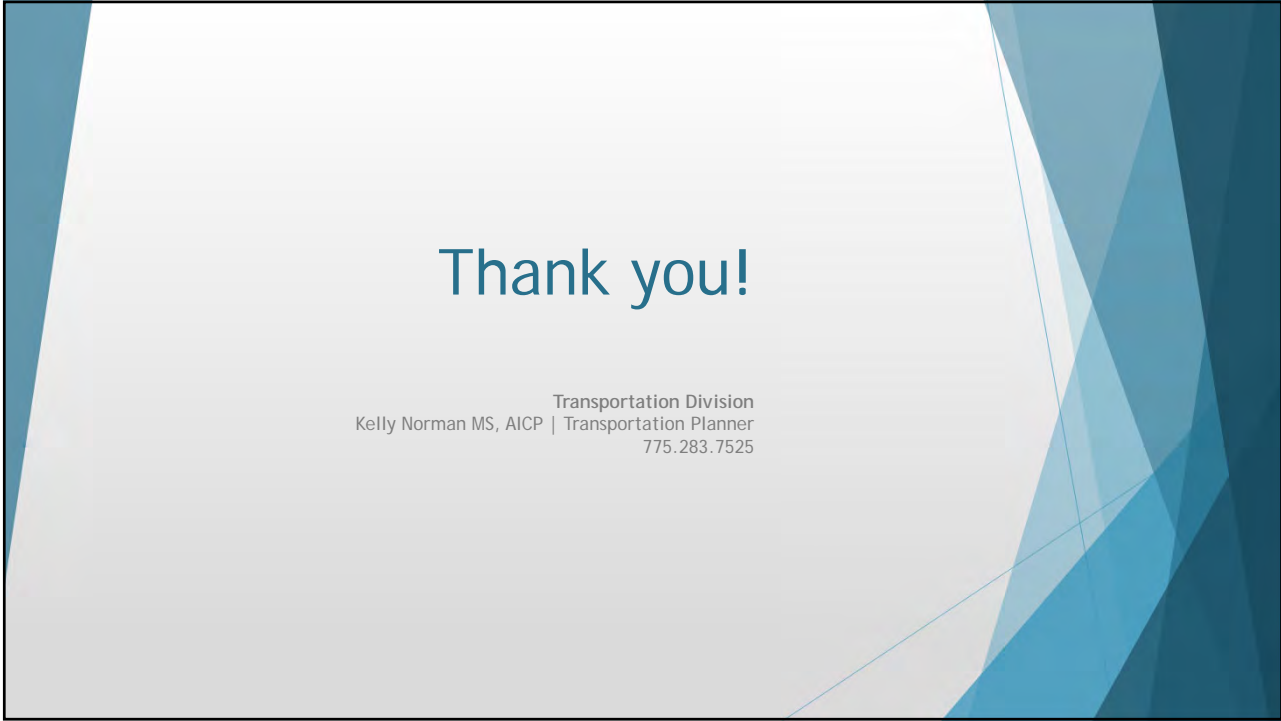
5

Dist. 5 Project Selection

FY23- District 5 Project Summary				
Street Name	Start	End	Treatment Type	Preliminary Cost
Mountain St	W King St	Winnie Ln	Preservation	\$ 500,000.00
Medical Pkwy	N Carson St	Medical Pkwy	Preservation	\$ 480,000.00
Winnie Ln	Mountain St	N Carson St	Rehabilitation	\$ 920,000.00
Total				\$ 1,900,000.00

Note:
Costs include Engineering and Construction Estimates

6



7

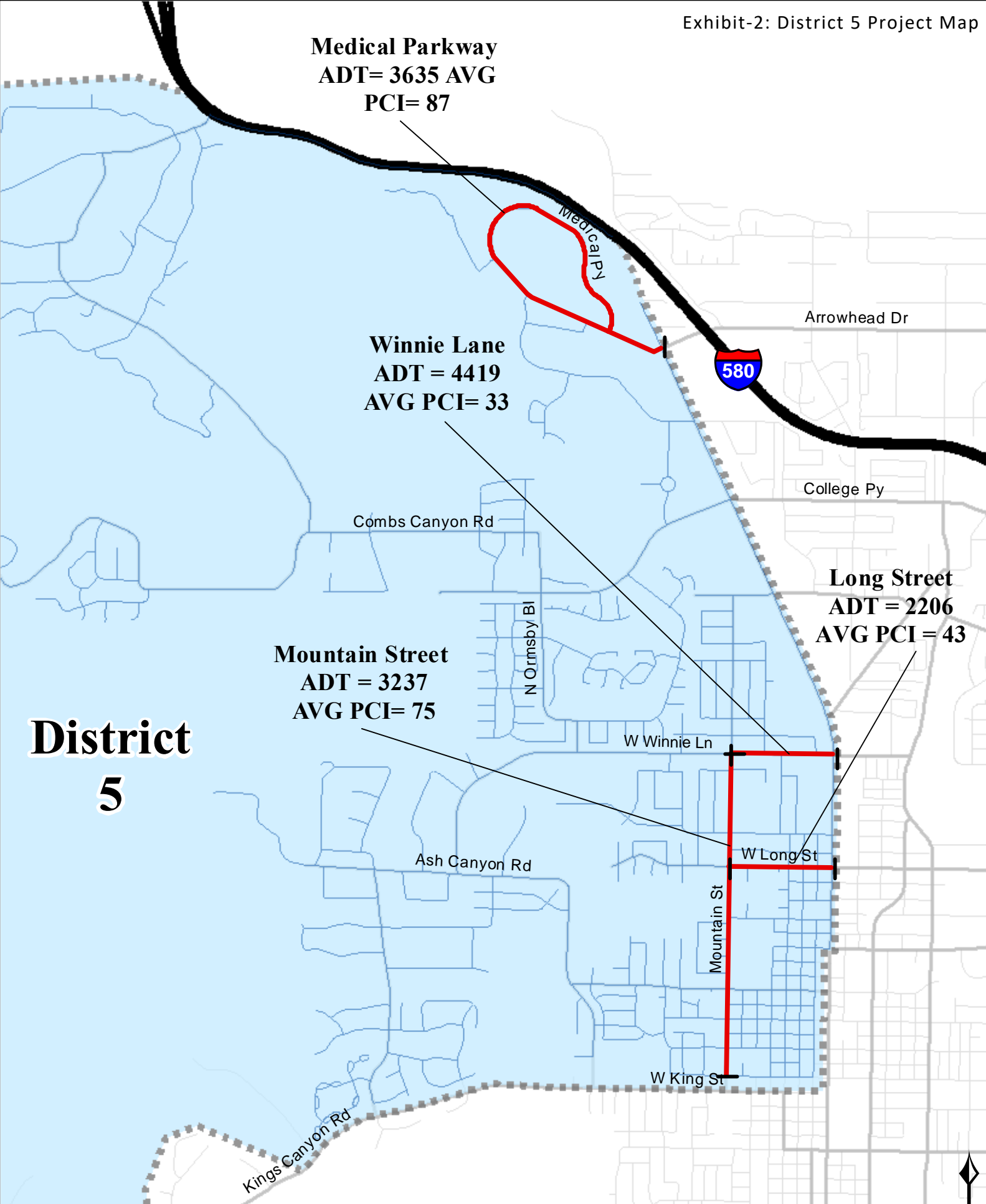
Medical Parkway
ADT= 3635 AVG
PCI= 87



Winnie Lane
ADT = 4419
AVG PCI= 33

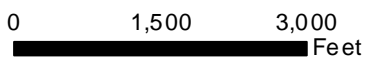
Mountain Street
ADT = 3237
AVG PCI= 75

Long Street
ADT = 2206
AVG PCI = 43

District 5



 District 5 Projects
 District 5 Boundary



This page intentionally left blank.



STAFF REPORT

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

Meeting Date: July 13, 2022

Staff Contact: Kelly Norman, Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding direction to staff on pavement preservation projects for local neighborhood roadways in each of Carson City’s five Pavement Performance Districts (“Performance Districts”) and to be funded with \$2.5 million in American Rescue Plan Act (“ARPA”) funds.

Staff Summary: In February of 2022, the Board of Supervisors (“Board”) designated \$2.5 million in ARPA funds for pavement preservation projects on local neighborhood roadways, with at least one such project in each of the five Performance Districts. Staff has identified a potential neighborhood pavement preservation project in each of the five Performance Districts. If directed, staff will initiate development of the projects, finalize the project scopes, and begin project design. Each project will extend the life of the roadway and improve the roadway pavement quality.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to direct staff to pursue the five recommended, ARPA-funded neighborhood pavement preservation projects, as presented.

Background/Issues & Analysis

Local neighborhood roadways in each Performance District were evaluated for this project through a four-step process. The first two steps used data collection and pre-screening factors including evaluation of the pavement condition index and past work history. The third step evaluated the connectivity of the qualifying roads and proximity to other planned improvement projects. The final step evaluated projects based on cost, construction efficiency, and constructability.

The five recommended projects are identified below, with proposed scopes and estimated costs included. The cost estimates include project and construction management, engineering design, construction bid item costs, material testing, and contingency.

FY23-FY25 ARPA Local Road Project Summary				
	Street Name	Treatment Type	CL Length (mi)	Preliminary Cost
District 1	Poole Wy	Preservation	0.24	\$ 500,000.00
	Dori Wy	Preservation	0.24	
	Bunch Wy	Preservation	0.24	
	Sneedon Wy	Preservation	0.24	
District 2	Table Rock Dr	Preservation	0.45	\$ 490,000.00
	New Ridge Dr	Preservation	0.19	
	Longridge Dr	Preservation	0.14	
	Kennedy Dr	Preservation	0.18	
District 3	Menlo Dr	Roadbed Modification	0.19	\$ 510,000.00
District 4	Baker Dr	Preservation	0.25	\$ 520,000.00
	Tuscarora Wy	Preservation	0.19	
	Wilson Ct	Preservation	0.02	
	Rasner Ct	Preservation	0.03	
	Greenbriar Dr	Preservation	0.08	
	Ashford Dr	Preservation	0.05	
	Briarwood Dr	Preservation	0.08	
	Kerinne Cir	Preservation	0.09	
	Lander Dr	Preservation	0.19	
	Pioche St	Preservation	0.19	
District 5	Vista Ln	Preservation	0.21	\$ 480,000.00
	Silver Oak Dr	Preservation	0.79	
	Presti Ln	Preservation	0.10	

The available ARPA funding for all projects is \$2,500,000. The total cost of all projects matches the available funding. ARPA funds must be obligated and under contract by 12/31/2024 and spent by 12/31/2026. The recommended projects are estimated to be constructed over the next three fiscal years under the following schedule:

District	Fiscal Year and Estimated Cost		
	FY 2023	FY 2024	FY 2025
5	\$500,000.00		
1 & 2		\$ 1,000,000.00	
3 & 4			\$ 1,000,000.00

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.210

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Project # G070121010, ARPA General Governmental Grants / 2750600-507010

Is it currently budgeted? Yes No

The available budget for ARPA funded transportation pavement projects under master project number G070121010 is \$2,500,000. Funding for each of the five pavement projects will be transferred from the ARPA undesignated grant account 2750600-500699 and into the ARPA Capital Improvements grant account, 2750600-507010, once individual projects are created.

Alternatives

Decline to pursue the five recommended ARPA funded neighborhood pavement preservation projects and provide alternative direction to staff.

Supporting Material

-Exhibit-1: ARPA Project Map

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

This page intentionally left blank.

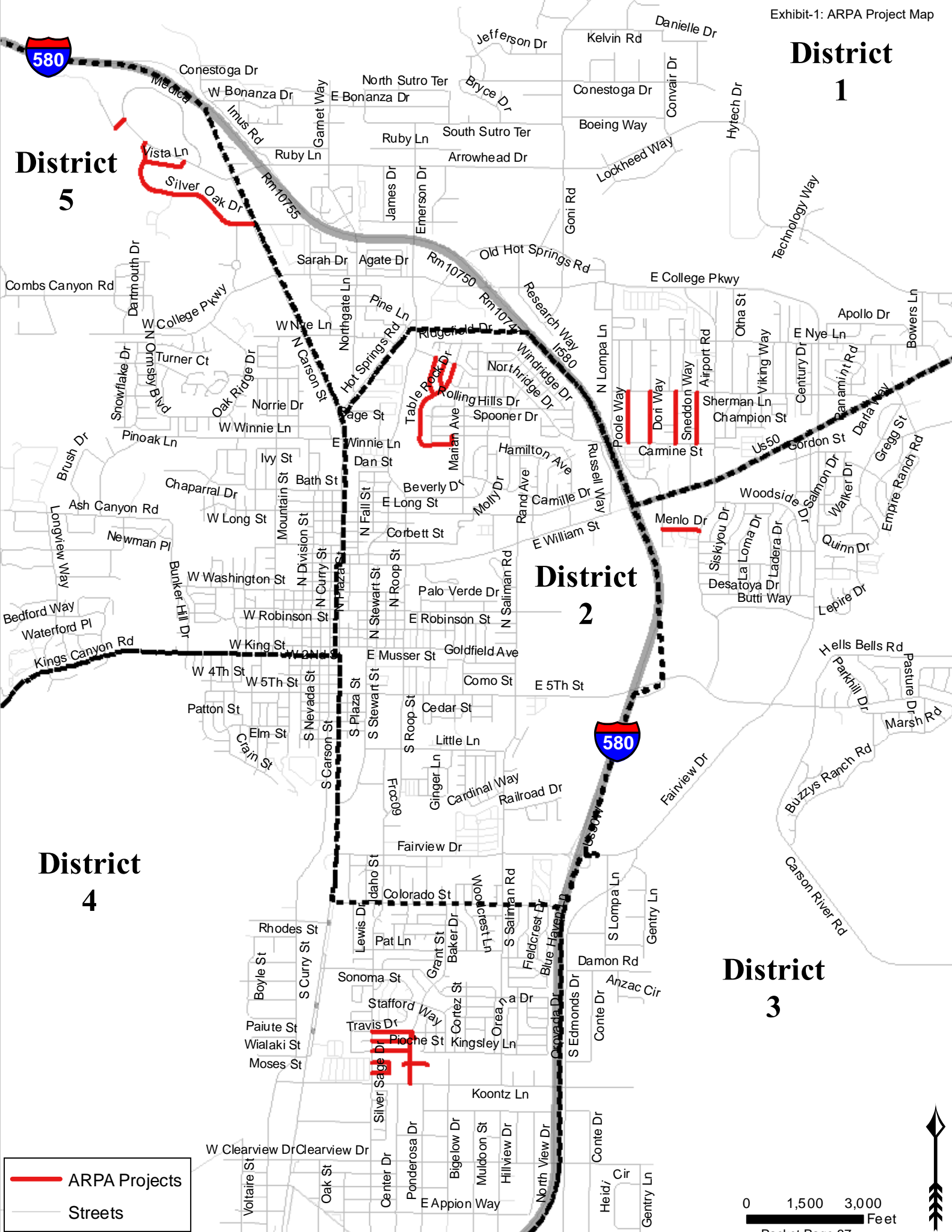
District 1


District 5

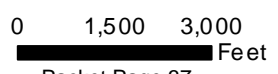
District 2

District 4

District 3



	ARPA Projects
	Streets



This page intentionally left blank.



STAFF REPORT

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

Meeting Date: July 13, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Co., Inc. (“NBSC”), is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 23300050 for the Fiscal Year (“FY”) 2023 Short Line Striping Project, to NBSC, for a total not to exceed amount of \$204,622.

Staff Summary: The Short Line Project includes repainting striping and pavement symbols on Carson Street and Williams Street. Pavement markings will include but are limited to, bike lane symbols, turns arrow, crosswalk striping, yield bars, pavement marking text, and stop bars. The contract is for the base bid amount of \$186,020, plus an additional 10% contingency amount of \$18,602. The engineer’s estimate was \$200,000.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

Carson City Public Works annually undertakes a project to repaint striping and pavement symbols across the City, and Contract No. 23300050 would complete that work along Carson Street and Williams Street for FY 2023.

A notice to contractors was published in the Reno Gazette Journal and posted through NGEM on June 8, 2022.

One bid was opened at approximately 11:30 a.m. on June 29, 2022, via online Cisco Webex bid opening. Present during the opening were: Joshua Dethmers and Alec Oltman, NBSC; Brian Elders and Kate Allen, Public Works and Carol Akers, Purchasing and Contracts.

<u>Bidder</u>	<u>Base Bid</u>
NBSC	\$186,020

Staff recommends award to NBSC, 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, Fund Name, Account Name / Account Number: Project 303822003 Long Line Striping Account; 2563038-500488

Is it currently budgeted? Yes No

Explanation of fiscal impact: If approved, Long Line Striping fund 2563038-500488, will be reduced by an amount not to exceed \$204,622. The current available budget is \$560,000.

Alternatives

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

Supporting Material

-Exhibit-1: 23300050 Draft Contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**Contract No: 23300050****Title: Short Line Striping Project**

THIS CONTRACT made and entered into this 13th day of July, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and Nevada Barricade & Sign Co., Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

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

WHEREAS, CONTRACTOR'S compensation under this agreement (does) (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. 23300050**, titled **Short Line Striping 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. 23300050 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 through the Carson City Website <https://www.carson.org/bids>.

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: 23300050

Title: Short Line Striping Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Joshua Dethmers, Chief Estimator
Nevada Barricade & Sign CO., Inc.
PO Box 20459
Reno, NV 89515
775-331-5100
Joshua.dethmers@nbsco.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Eighty Six Thousand and Twenty Dollars and 00/100 (\$186,020.00).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

(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;

Page: **C - 6**

(Construction Independent Contractor Agreement)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

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

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **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'

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

**Contract# 23300050
Project# P303822003
Account # 2563038-500488**

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping 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: Joshua Dethmers

TITLE: Chief Estimator

FIRM: Nevada Barricade & Sign Co., Inc.

CARSON CITY BUSINESS LICENSE #: BL-004996

NEVADA CONTRACTORS LICENSE #: 0052315

Address: PO Box 20459

City: Reno **State:** NV **Zip Code:** 89515

Telephone: 775-331-5100

E-mail Address: Joshua.Dethmers@nbsco.com

(Signature of Contractor)

DATED _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300050

Title: Short Line Striping Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 13, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300050** and titled **Short Line Striping Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of July, 2022

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 13th day of July, 2022

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 23300050** and titled **Short Line Striping 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# 23300050 and titled Short Line Striping Project

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

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

_____ as Principal, hereinafter called

CONTRACTOR, and

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 23300050** and titled **Short Line Striping Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300050** and titled **Short Line Striping Project**

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 20__	

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

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

NOTICE:

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

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Nevada Barricade & Sign Co., Inc., as "Principal," and Harco National 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 the Total Bid Amount dollars (5% of the total bid amount) 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 # 23300050, PWP # CG-2022-373, for the Project Title: Short Line Striping, Project # P303822003.

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: June 28, 2022

Harco National Insurance Company
Principal
By: [Signature]

Harco National Insurance Company
Surety
By: [Signature]
Marina Tapia, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

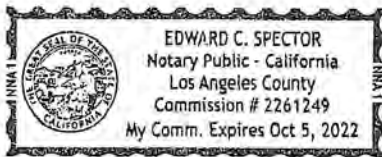
County of Los Angeles

On JUN 28 2022 before me, Edward C. Spector, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Bond # Bid Bond

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LISA MARIE SAUMUR, D. GARCIA, TIMOTHY J. NOONAN, ETHAN SPECTOR, JENNIFER G. OCHS, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ADRIANA VALENZUELA, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

JUN 28 2022

Irene Martins

Irene Martins, Assistant Secretary

Vendor Information

Vendor Information:	
Company Name: Nevada Barricade & Sign Co., Inc.	Federal ID No: 88-0454821 UEI/DUNS #: 157883849
Mailing Address: P.O. BOX 20459	City, State, Zip Code: Reno, NV, 89515
Telephone Number: 775-331-5100	Email: Joshua.dethmers@nbsco.com

Contact Person/Title:	
Name: Joshua Dethmers	Title: Chief Estimator
Mailing Address: P.O. BOX 20459	City, State, Zip Code: Reno, NV, 89515
Telephone Number: 775-331-5100	Email: Joshua.dethmers@nbsco.com

Licensing Information:	
Nevada State Contractor's License Number: 0052315	
License Classification(s): A-2, A-8, A-21	Date Issued: 2001
Limitation(s) of License: Unlimited	Date of Expiration: 7/31/23
Name of Licensee: Nevada Barricade & Sign Co., Inc.	

Carson City Business License Number: BL-004996-2020		
Name of Licensee: Nevada Barricade & Sign Co., Inc.		
Disclosures of Principals:		
Individual and/or Partnership:		
(1) Owner Name: Infrastripe Acquisitions LLC.		
Address: 1121 Carmel Common Blvd., Suite 200		
City: Charlotte	State: NC	Zip Code: 28226
Telephone: 704-936-0500	Email:	
(2) Owner Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Email:	
(1) Other Title:		
Name:		
(2) Other Title:		
Name:		

BID PROPOSAL

REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1): Nevada Barricade & Sign Co., Inc.
Contract Person: Eric Cumming
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
E-Mail Address: eric.cumming@nbsco.com
Project Title: 2020 Carson City Short Line Project
Amount of Contract: \$158,525.30
Scope of Work: Latex Striping, Prime Contractor, and Removal
Company Name 2): ISS
Contract Person: Eduardo Sanchez
Mailing Address: 1900 Glendale Ave
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-352-1931
E-Mail Address: eduardo.sanchez@gcinc.com
Project Title: NDOT 3841 Chip Seal on US6
Amount of Contract: \$215,358.55
Scope of Work: Striping

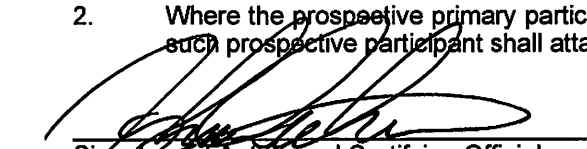
BID PROPOSAL

Company Name 3): Q&D Construction
Contract Person: Bob Leone
Mailing Address: 1050 S, 21st Street
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-786-2677
E-Mail Address: bleone@qdconstruction.com
Project Title: NDOT 382 ⁶ Mineral County
Amount of Contract: \$158,120.50
Scope of Work: Striping
Company Name 4): Nevada Barricade & Sign Co., Inc.
Contract Person: Eric Cumming
Mailing Address: P.O. Box 20459
City, State, Zip Code: Reno, NV 89515
Complete Telephone Number: 775-331-5100
E-Mail Address: eric.cumming@nbsco.com
Project Title: 2021 Carson City Short Line Project
Amount of Contract: \$379,072.50
Scope of Work: Latex Striping, Prime Contractor, and Removal

DEBARMENT AND SAFETY FORM

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
Joshua Dethmers

 Printed Name

Chief Estimator

 Title
6/29/22

 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2020	.77	6.47
2021	1.44	6.81

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

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

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

Contract No.: CC-2022-373

Contractor: Nevada Barricade & Sign Co., Inc.

Project No(s): 23300050

Address: 9530 N. Virginia St., Reno, NV 89506

Total Bid Amount \$ 186,020.00

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. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND DUNS NUMBER	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Nevada Barricade & Sign Co., Inc.	775-331-5100	1.1-1.14	0052315	Unlimited	All 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."



 Contractor's Signature

 Date

Telephone No. 775-331-5100

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: CC-2022-373

Contractor: Nevada Barricade & Sign Co., Inc.

Project No(s): 23300050

Address: 9530 N. Virginia St., Reno, NV 89506

Bid Amount \$ 186,020.00

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. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Nevada Barricade & Sign Co., Inc.	775-331-5100	1.1-1.14	0052315	Unlimited	All work.

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


 Contractor's Signature

6/29/22
 Date

Telephone No. 775-331-5100

*****Email to Cakers@carson.org

BID PROPOSAL

Local Preference Affidavit (This form is required to receive a preference in bidding)

I, Joshua Dethmers, on behalf of the Contractor, Nevada Barricade & Sign Co., Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on:

Bid No. 23300050

Project Name: 2022 Short Line Striping Project

certify that the following requirement will be adhered to, documented, and attained on completion of the contract. Upon submission of this affidavit on behalf of

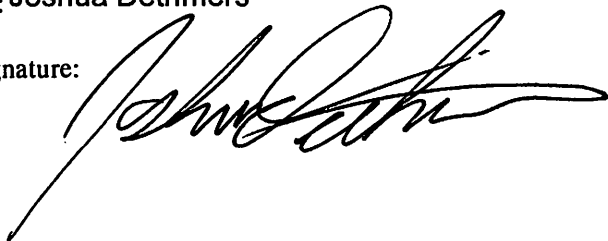
I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

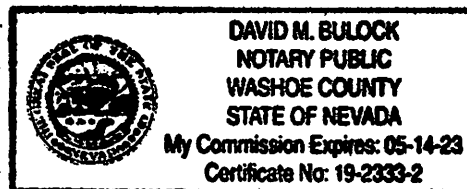
By: Joshua Dethmers

Signature:



Title: Chief Estimator

Date: 6/29/22





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-09-07-14-0408**

NEVADA BARRICADE & SIGN COMPANY, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2021** AND EXPIRES ON **JULY 31, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

7/27/2021
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Certification of Authorization and Understanding

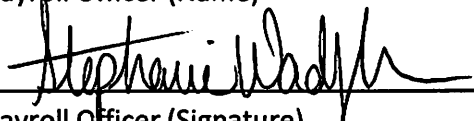
Project Name: 2022 Short Line Striping Project

Project Number: CC-2022-273

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Stephanie Wadleigh

Payroll Officer (Name)


Payroll Officer (Signature)

Nevada Barricade & Sign Co., Inc.

(Name of Contractor/Subcontractor)

By 
(Owner's Signature)

Business Manager

(Title)

0052315

(Contractor/Subcontractor License Number)

6/29/22

(Date)

Certification of Authorization and Understanding

Project Name: 2022 Short Line Striping Project

Project Number: CC-2022-273

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Christina Brown

Payroll Officer (Name)



Payroll Officer (Signature)

Nevada Barricade & Sign Co., Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

Business Manager

(Title)

0052315

(Contractor/Subcontractor License Number)

6/29/22

(Date)

Conflict of Interest Disclosure Form

Date: 6/29/22

Project: 2022 Carson City Short Line Striping Project

Title: Mr.

Name: Joshua Dethmers

Position: Chief Estimator

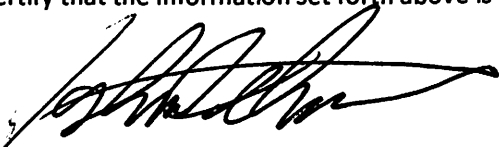
Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:



Date: 6/29/22

OFFICE OF THE LABOR COMMISSIONER
 1818 COLLEGE PARKWAY, SUITE 102
 CARSON CITY, NEVADA 89706
 PHONE (775) 684-1890
 FAX (775) 687-6409
 E-Mail: mail1@labor.nv.gov

STATE OF NEVADA
 Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER
 3300 W. SAHARA AVE. SUITE 225
 LAS VEGAS, NEVADA 89102
 PHONE (702) 486-2650
 FAX (702) 486-2660
 E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: 23300050 Project Name: 2022 Short Line Striping Project

Contractor/Subcontractor: Nevada Barricade & Sign Co., Inc.

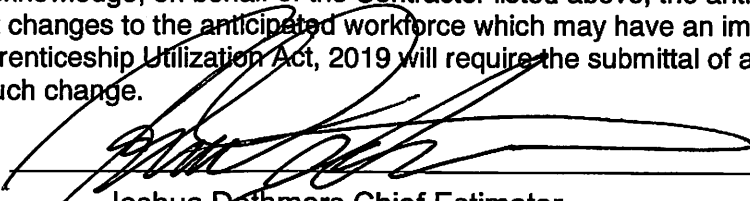
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No	N/A ✓	Yes	No
Alarm Installer	Yes	No	N/A ✓	Yes	No
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cement Mason , can also include plasterers.	Yes	No	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A ✓	Yes	No
Elevator Constructor	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Flag Person (See Laborers)	Yes ✓	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No ✓
Floor Coverer	Yes <input type="checkbox"/>	No	N/A ✓	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No <input type="checkbox"/>	N/A ✓	Yes	No
Highway Striper (See Laborers)	Yes ✓	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No ✓
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron).	Yes	No	N/A ✓	Yes	No
Laborer , can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripier, landscaper, and traffic barrier erector.	Yes ✓	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No ✓
Lubrication and Service Engineer	Yes	No	N/A ✓	Yes	No
Mechanical Insulator	Yes	No	N/A ✓	Yes	No
Millwright	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A ✓	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *



Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other*:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
 Name and Title: Joshua Dethmers Chief Estimator
 Date: June 29th, 2022
 Contractor Name: Nevada Barricade & Sign Co., Inc.

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *





23300050 (PWP# CC-2022-373) Addendum 1 Nevada Barricade & Sign Co, Inc. Supplier Response

Event Information

Number: 23300050 (PWP# CC-2022-373) Addendum 1
Title: Short Line Striping Project
Type: Invitation for Bid
Issue Date: 6/8/2022
Deadline: 6/29/2022 11:00 AM (PT)
Notes: Carson City is accepting sealed bids for the Carson City 2022 Short line Striping Project which consists of placing 24" painted crosswalk markings, 12" painted crosswalk stripes, painted sharks teeth yield bars and 24" stop bars using Nevada Type II water based paint, including layout, traffic control, and all other incidentals need to complete project. Project includes all common phases of construction customarily associated with this type of project.

Project # P303822003
PWP# CC-2022-373

Engineers Estimate: \$200,000

This Project is deemed a **Horizontal** Construction Project.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: Suite 2
City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carson.org

Nevada Barricade & Sign Co, Inc. Information

Contact: Joshua Dethmers
 Address: PO Box 20459
 Reno, NV 89515
 Phone: (775) 331-5100
 Fax: (775) 331-5103
 Email: Joshua.Dethmers@nbsco.com
 Web Address: www.nbsco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Joshua Dethmers

Signature

Submitted at 6/29/2022 08:29:34 AM (PT)

Joshua.dethmers@nbsco.com

Email

Requested Attachments

Bid Bond Form

Carson City Bid Bond 062822.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

Vendor Information Form

Vendor Information 3.24.22.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

References

References_001.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

5% Subcontractor Information

5% Signed.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

1% Subcontractor Information

1% Signed.pdf

Required 2 hours after bid opening. This form can be located in the "Attachments section of this bid"

Email to CAkers@carson.org

Debarment & Safety Form

Debarment & Safety.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.

Certification of Auth & Understanding

Certification of Authorization & Understanding.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Conflict of Interest

Conflict of Interest Signed.pdf

This document is required at time of bid submission from the General Contractor. You can download this document from the "Attachments" Tab.

Local Preference Affidavit

Local Preference Notarized.pdf

This document is required at time of bid submission. You can download this document from the "Attachments" Tab.(If Applicable)

Certificate of Eligibility (NRS 338.147 & 338.1389)

Certificate of Eligibility for License #52315_001.pdf

Required Certificate from General at time of bid (If Applicable)

1	<p>Contractor's License</p> <p>Carson City has determined that the responsive bidder must possess a minimum of a Class A with appropriate sub-classifications or subcontractors. All Contractors license shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged)</p>
2	<p>A Copy of Contractor's Certificate of Eligibility</p> <p>A copy of Contractor's Certificate of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered.</p> <p><u>This Statute does not apply to projects expected to cost less than \$250,000.</u></p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged)</p>
3	<p>Substitutions</p> <p>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.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged)</p>
4	<p>Acknowledgement of Addendums</p> <p>Bidder acknowledges receipt of _____ Addendums.</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;">1</div>
5	<p>References</p> <p>Submit (In Response Attachments) at least (3) contracts of a similar nature performed by your firm in the last (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.</p> <p>Information to be included:</p> <ol style="list-style-type: none"> 1. Company Name 2. Mailing Address 2. Telephone Number 4. E-Mail 5. Project Title 6. Amount of Contract 7. Scope of Work <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged)</p>
6	<p>Prevailing Wages (State/Local)</p> <p>The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. Email to Cakers@carson.org</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged)</p>

7 Required Documents

Exhibit A

Acknowledgement of Required Documents:

Bid Bond-Due at Bid Submission

Vendor Information-Due at Bid Submission

References-Due at Bid Submission

5%-Sub-Contractor Information-Due at Bid Submission

1%-Sub-Contractor Information-Due by the (3) three lowest bidders (2) two hours after bid opening (Email to Cakers@carson.org)

Debarment & Safety Form-Due at Bid Submission

Cert of Authorization & Understanding-Due from General at Bid Submission/Sub-Contractors first week of work

Conflict of Interest-Due from General at Bid Submission/Sub-Contractors first week of work

Local Preference Affidavit-Due at time of Bid Submission (*If applicable*)

Certificate of Eligibility-(NRS 338.14 & 338.1389-Due from General at Bid Submission (*If applicable*))

Project Workforce Checklist-Due from Lowest Bid-General Contractor & Sub-Contractors 24 hours from bid opening (Email to Cakers@carson.org)

Prevailing Wage Determination(State)-Due from General Contractor 24 hours after bid opening (Email to Cakers@carson.org)

Sub Contractor Monthly Payment Form-Due with each pay application submitted

Acknowledged (Acknowledged)

Apprentices-NRS 338.01165; SB 207 (2019)

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

- **Apprenticeship Utilization Request Form**
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**
Titled: "Apprentice Agreement"
- ***Sample* Project Workforce Checklist**
Titled: "Project Workforce Checklist"

NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SUBCONTRACTOR.** (Email to Cakers@carson.org)

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.

Acknowledged (Acknowledged)

9 Acknowledgement & Execution of Bid Proposal

Exhibit A

I the Bidder, 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: 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, 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 said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged)

Bid Lines

1 Package Header

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total:

Package Items

1.1 Mobilization/Demobilization

Quantity: 1 UOM: LS Unit Price: Total:

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: Total:

1.3 24" Crosswalk Bar

Quantity: 18000 UOM: LF Unit Price: Total:

1.4 24" Stop Bar

Quantity: 3600 UOM: LF Unit Price: Total:

1.5 12" Decorative Crosswalk Bar

Quantity: 3400 UOM: LF Unit Price: Total:

1.6 Yield Bar Shark Teeth

Quantity: 660 UOM: EA Unit Price: Total:

1.7 Left or Right Turn Arrow

Quantity: 390 UOM: EA Unit Price: Total:

1.8 Straight/ Merge Arrow

Quantity: 20 UOM: EA Unit Price: Total:

1.9 Combo Right Turn Arrow

Quantity: 16 UOM: EA Unit Price: Total:

1.10 Bike Lane Symbol with Arrow

Quantity: 80 UOM: EA Unit Price: Total:

1.11 Pavement Marking Text - "ONLY"

Quantity: 100 UOM: EA Unit Price: Total:

1.12 Pavement Marking Text - "STOP"

Quantity: 2 UOM: EA Unit Price: Total:

1.13 Pavement Marking Text - "MERGE"

Exhibit A

Quantity: 3 UOM: EA Unit Price: Total:

1.14 Green Bike Lane Box 2'x3', including white striping (see sheet SC-5 of special conditions for detail)

Quantity: 390 UOM: EA Unit Price: Total:

Response Total: \$186,020.00

This page intentionally left blank.



STAFF REPORT

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

Meeting Date: July 13, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding the submission of a Federal Fiscal Year (“FFY”) 2022 Safe Streets and Roads for All (“SS4A”) grant application to the United States Department of Transportation (“USDOT”) for a \$3.75 million project, subject to a 20% local match totaling \$750,000, to improve roadway safety around the Empire Elementary School (“Project”).

Staff Summary: USDOT is currently requesting FFY 2022 SS4A discretionary grant applications, which must be submitted no later than September 15, 2022. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development and implementation of safety plans focused on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. Staff is seeking approval to submit a FFY 2022 SS4A grant application to the USDOT in the amount of \$3.75 million for the Project.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the submission of the grant application as presented.

Background/Issues & Analysis

USDOT has announced the opportunity for Metropolitan Planning Organizations and local governments to apply for \$1 billion in discretionary grant funding through the SS4A program. SS4A is a new competitive grant program within the Infrastructure Investment and Jobs Act. FFY 2022 SS4A grant funding will be awarded on a competitive basis and will be evaluated based on proposed projects’ ability to carry out an approved Safety Action Plan. In 2020, the RTC approved the Carson City Safe Routes to School Master Plan which meets the criteria for a Safety Action Plan. Eligible projects under SS4A can include applying low-cost safety improvements, installing safety enhancements, and making street design changes to improve safety. SS4A will provide up to \$5-6 billion in grants over the next 5 years.

The Project to be submitted for consideration includes several component projects around Empire Elementary School that are identified in the Carson City Safe Routes to School Master Plan and shown in Table 1 below.

Table 1: Project Components for FFY 2022 SS4A Grant Application

Project ID	Project Name	Extent	Project Description
A-6	Fairview Drive	US 50 to Butti Way	Construct protected cycle track/multi use path or similar multimodal improvement
CS-3	Fairview Drive	Desatoya Drive to Walker Drive	A. Install RRFB at Desatoya Drive B. Install RRFB with pedestrian refuge island (painted or hardscape) between Walker Drive and Stanton Drive C. Construct sidewalk on the west side of Fairview Drive from Walker Drive to Edmonds Drive D. Enhance existing crosswalk on east side from Lepire Drive to multi-use path E. Enhance existing sidewalk on west side from Desatoya Drive to multi-use path south of Butti Way
CS-4	Monte Rosa Drive	Stanton Avenue to Gordonia Avenue	Add intersection crossing enhancements to Stanton Dr & Gordonia Ave intersections, including striping to prohibit parking close to existing crosswalks
Q-24	Siskiyou Drive	Stanton Drive	Install Marked Crosswalk
WZ-4	Brown Street	420 ft. north of Reeves Street to 100 ft. south of Reeves Street	Construct sidewalk
WZ-14	North Edmonds Drive	320 ft. north of Reeves Street to 100 ft. north of Brown Street	Construct sidewalk
WZ-19	Lepire Drive	Snake Mountain MUP to Cassidy Court	Construct sidewalk from Snake mountain MUP to the existing sidewalk on the north side of Lepire Drive

The area around Empire Elementary School was identified as a candidate for the FFY 2022 SS4A grant application for the following reasons:

- Empire Elementary has the highest percentage of students walking and biking to school in Carson City.
- The Project is located in a developed area of Carson City with medium and high-density, single- and multi-family residential houses that are comprised of 72% +/- low- to moderate-income households. Empire Elementary projects qualify for SS4A safe routes to school and public transit services through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.
- Pedestrians and bicyclists enter and exit the Empire Elementary campus from all sides. The Project considered for the SS4A grant application would improve pedestrian safety for children and families walking to and from Empire Elementary and nearby schools.
- Observed vehicle speeds on Fairview Drive are in excess of the 15 mph school zone speed limit. The 85th percentile speed of vehicles entering the school zone on Fairview Drive during the school zone period was found to be nearly 37 mph. Project CS-3 can improve Fairview Drive by applying low-cost safety treatments, conducting speed management projects, and installing crosswalk safety enhancements.
- The existing pavement condition of Fairview Drive is fair, with a PCI averaging 77 in this area. Pavement rehabilitation will likely be needed during the next round of Performance District 3 projects, at which time ADA and other safety enhancements are required and can be completed.

The minimum application amount for implementation grants under the SS4A program is \$3,000,000. SS4A grant funds require a 20% local match. The City’s grant application is for \$3.75 million to construct the Project, with 80% (\$3 million) coming from the SS4A program and a 20% local match (\$750,000). Funding for the

required local match will come from the Regional Transportation Fund, Infrastructure Capital account and be timed with the District 3 Pavement Preservation Projects in 2026. Staff will also consider additional matching sources including future Community Development Block Grant funds or utility funds to support the Project. The Project funding will be for design and construction. The tentative construction date of the Project is 2026.

If approved, staff will complete and submit the application in advance of the deadline. The complete FFY 2022 SS4A Grant Notice of Funding Opportunity can be found at:

<https://www.transportation.gov/grants/ss4a/nofa>

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Policy

Financial Information

Is there a fiscal impact? Yes No

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

For Revenues: Federal Grants / 2503082-431010

For Expenses: Regional Transportation Fund, Capital Projects account / 2503035-507010 in Fiscal Year (“FY”) 2026

Is it currently budgeted? Yes No

Explanation of fiscal impact: The Federal share of project costs for which an expenditure is made under the SS4A grant program may not exceed 80% with a 20% minimum local match. If approved, the total estimated local match would be approximately \$750,000 for the Project. This local match would be transferred from the Regional Transportation Fund, Infrastructure Capital account 2503035-507102 for the FY 2026 District 3 Pavement Preservation Projects. There is potential to receive additional grant or other matching funds to cover a portion of the local match. Should the grant application not be approved, the Project will be delayed until sufficient local funding or alternate grant opportunities can be acquired. If approved and awarded the grant, the revenue and capital project expenses will be augmented by \$3,000,000 and \$3,750,000, respectively.

Alternatives

Direct staff not to apply for the SS4A grant or provide alternate direction.

Supporting Material

-Exhibit-1: FFY 2022 SS4A Fact Sheet

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

S | S SAFE STREETS AND ROADS FOR ALL 4 | A (SS4A) FACT SHEET

What is this program and its goal?

The Bipartisan Infrastructure Law (BIL) establishes the new Safe Streets and Roads for All (SS4A) discretionary program that will provide \$5-6 billion in grants over the next 5 years. Funding supports regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the Department's [National Roadway Safety Strategy](#) and a goal of zero deaths and serious injuries on our nation's roadways.

Who is eligible to apply?

- Metropolitan planning organizations;
- Counties, cities, towns, and other special districts that are subdivisions of a State;
- Federally recognized Tribal governments; and
- Partnerships comprised of the entities above.

What kind of activities are eligible?

- Develop or update a "Comprehensive Safety Action Plan" or Action Plan (e.g., Vision Zero plans).
- Conduct planning, design, and development activities in support of an Action Plan.
- Carry out projects and strategies identified in an Action Plan. Illustrative examples of projects and strategies could include but are not limited to:
 - **Implementing improvements** along an expanded multimodal network of reconfigured roads with separated bicycle lanes and improved safety features for pedestrian crossings.
 - **Applying low-cost safety treatments** such as rumble strips, wider edge lines, flashing beacons, and better signage along high-crash rural corridors.
 - **Conducting speed management projects** such as implementing traffic calming road design changes and setting appropriate speed limits for all road users.
 - **Installing safety enhancements** such as safer pedestrian crossings, sidewalks, and additional lighting for people walking, rolling, or using mobility assistive devices.
 - **Addressing alcohol-impaired driving** along key corridors through education, outreach, and publicized sobriety checkpoints on weekends and holidays.
 - **Making street design changes** informed by culturally competent education and community outreach.
 - **Creating safe routes to school and public transit services** through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.

When can I apply for funding?

A Notice of Funding Opportunity (NOFO) is anticipated to be released in the **spring of 2022, likely in May**. Award announcements are expected to be made by the end of 2022 or early 2023.

What should I be preparing for in the meantime?

The development and establishment of an Action Plan is a key component of this program. If you are interested in applying for funds to develop a new Action Plan, start identifying who your partners will be, such as government stakeholders (e.g., in transportation, planning, health, law enforcement), private-sector entities, and community groups. Consider how to engage community members, specifically those historically underrepresented in transportation decision-making. Applicants seeking funding for projects and strategies identified in an established Action Plan could begin considering which specific activities and projects would address their most pressing roadway safety issues. For potential projects, consider the extent to which additional planning and design is needed, and assess the applicability of laws such as the National Environmental Protection Act or the National Historic Preservation Act.

[Subscribe to email updates](#) to receive program announcements and get notified when the NOFO is released.

This page intentionally left blank.



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: July 13, 2022
To: Regional Transportation Commission
From: Justin Tiearney, Street Supervisor
Date Prepared: June 29, 2022
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 May 2022**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	220	1,765
Street Patching Operation (tons of asphalt)	132	597
Pot Holes Repaired	0	184

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	0	205
Tree Removal	0	47
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	2,515
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	726	6,276

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	25	299
Curb & Gutter (linear feet)	199	2,006
Sidewalk & Flat Work (sq/ft)	613	10,319
Wheel Chair Ramps	0	4
Misc.		0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	1284	3762
Shoulder Work on Asphalt Roads (feet)	0	10,566
Debris Cleaned	0	162

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	340	5,150
Lineal foot of ditch cleared	0	15,360
Pipe Hydro Flushed (linear feet)	0	4,537

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	901	7,894
Material Picked Up (yards)	320	3,750
City Parking Lots Swept	2	37

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	38	387

Bins Hauled for Sweeping Operation (yards)	34	349
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	44
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	223

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	20	233
Signs Replaced	9	130
Sign Post Replaced	1	40
Signs Refurbished/Replaced due to Graffiti Damage	1	273
Delineators Replaced	8	139
Cross Walks Painted	19	125
Stop Bars Painted	25	205
Yield Bars Painted	8	51
Right Arrows Painted	2	4
Left Arrows Painted	28	29
Straight Arrows Painted	4	5
Stop (word) Painted	0	47
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	11	49
Curb Painted (linear feet)	0	25

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	17
Sand/Salt mixture applied (Yards)	0	662.5
Brine mixture applied (Gallons)	0	3,890
Rain Event/Flood Control	0	5
Drainage Inlets Cleared	0	1285
Material removed from S/D system	0	156.25
Wind	0	1



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: July 13, 2022

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich, Transportation Manager

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$81,299	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$254,358	3
P303519009 - Roop Street Rehabilitation Project	\$106,542	4
P303520001 - FY 2020 District 2 Long Street Project	\$2,028,037	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$1,429,727	6
P303521001 - Colorado Street CDBG Pavement Project	\$135,688	7
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$615,760	8
P303521008 - District 3 E. 5th Street Reconstruction Project	\$51,963	9
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$20,837	10
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$18,988	11
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$21,689	12
P751021001 - East William Complete Streets Project	\$112,307	13
P303522005 - DMV Multi-Use Path Project	\$1,306	14
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$556	15
	\$4,879,059	

*As of July 6, 2022; includes design, construction management, and construction costs to date.

Project Name: Freeway Multi-Use Path to Edmonds Sports Complex
Project Number: P303518008
Department Lead: Public Works

Project Cost to Date	\$81,299	As of Date	Grant Funded	Total Budget
		July 6, 2022	Yes	\$1,618,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

Project Description

Project Length 2.3 miles of multi-use path.

This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

Project Justification

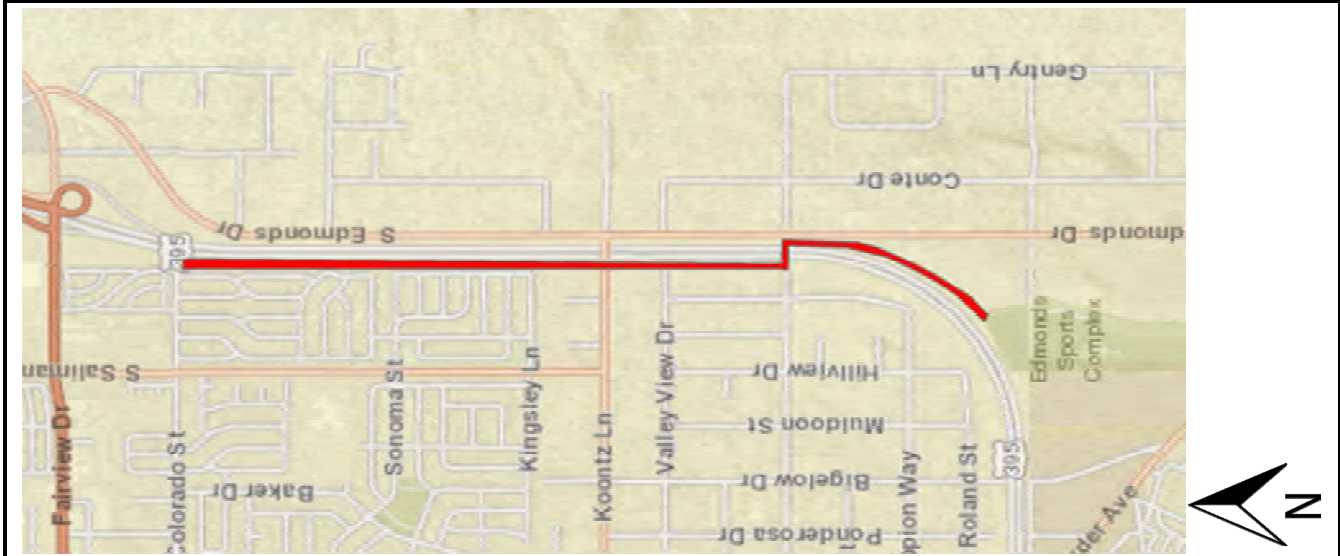
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

This project is currently in the design phase. 90% design has been completed. Portions of the path fall within BLM property and thus require an easement. The City has submitted an application to the BLM to allow for the multi-use path within BLM property. Initial indication from the BLM is that the easement will be authorized this summer or fall. As a result, the construction is delayed until 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-22	23-Sep-19
Construction	Apr-23	Oct-23	TBD



Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction Project
Project Number: P303519006
Department Lead: Public Works

Project Cost to Date	\$254,358	As of Date	July 6, 2022	Grant Funded	Yes	Total Budget	\$5,367,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget			
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625			
2503035	507010	RT Fund	FY20	\$118,200			
2503035	507010	RT Fund	FY21	\$81,800			
5053705	507010	Stormwater Drainage	FY21	\$35,400			
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500			

Project Description

Project Length 0.82 miles (4,300 feet) of full roadway reconstruction.

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

Project Justification

The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.

Project Status

Construction is complete. The team is working to begin Grant closeout.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Jul-21	May-22	N/A



Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$106,542	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$1,201,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
2503035	507010	RT Fund	FY21	\$95,000

Project Description

Project Length 0.2 miles (1,200 feet) of full roadway reconstruction.

This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

Project Justification

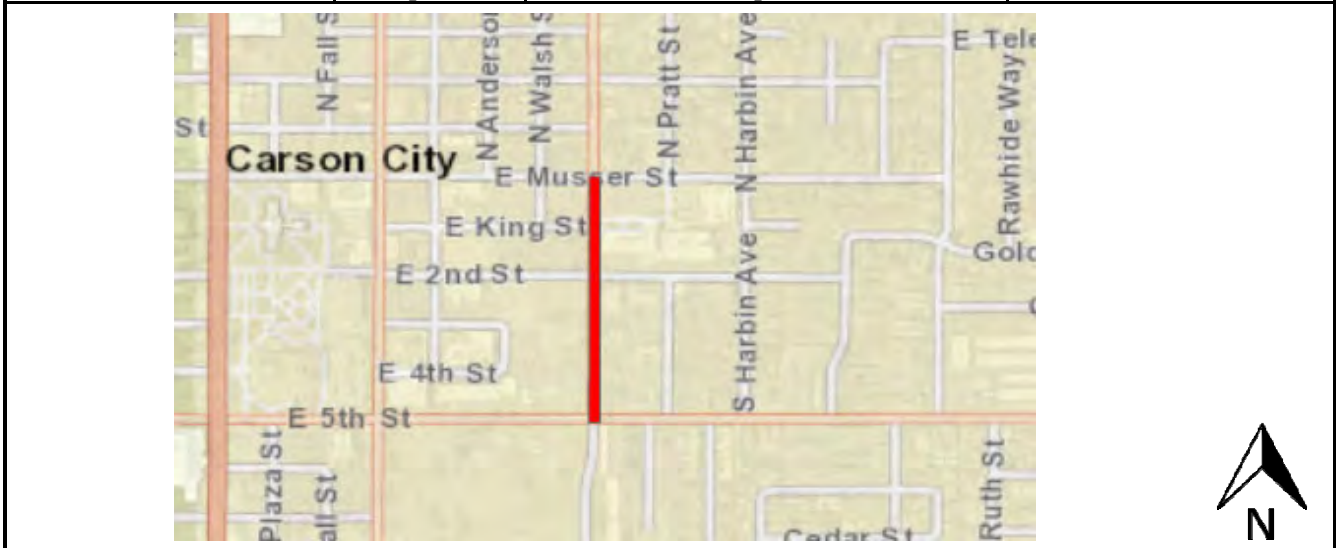
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status

The design has been completed. This project will be bid this Fall to allow for more competitive bids. Construction planned for 2023.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Feb-22	N/A
Construction	Apr-23	Sep-23	N/A



Project Name: FY 2020 District 2 Long Street Project
Project Number: P303520001
Department Lead: Public Works

Project Cost to Date	\$2,028,037	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$3,204,750
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5053705	507010	Stormwater Drainage	FY22	\$400,000
5203505	507010	Water Fund	FY20	\$898,305
5203505	507010	Water Fund	FY21	\$486,892
5103205	507010	Wastewater Utility Fund	FY20	\$207,540
5103205	507010	Wastewater Utility Fund	FY21	\$520,351

Project Description

Project Length 0.55 miles (2,900 feet) of sewer, water, and roadway replacement.

The project includes the installation of 8" waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.

Project Justification

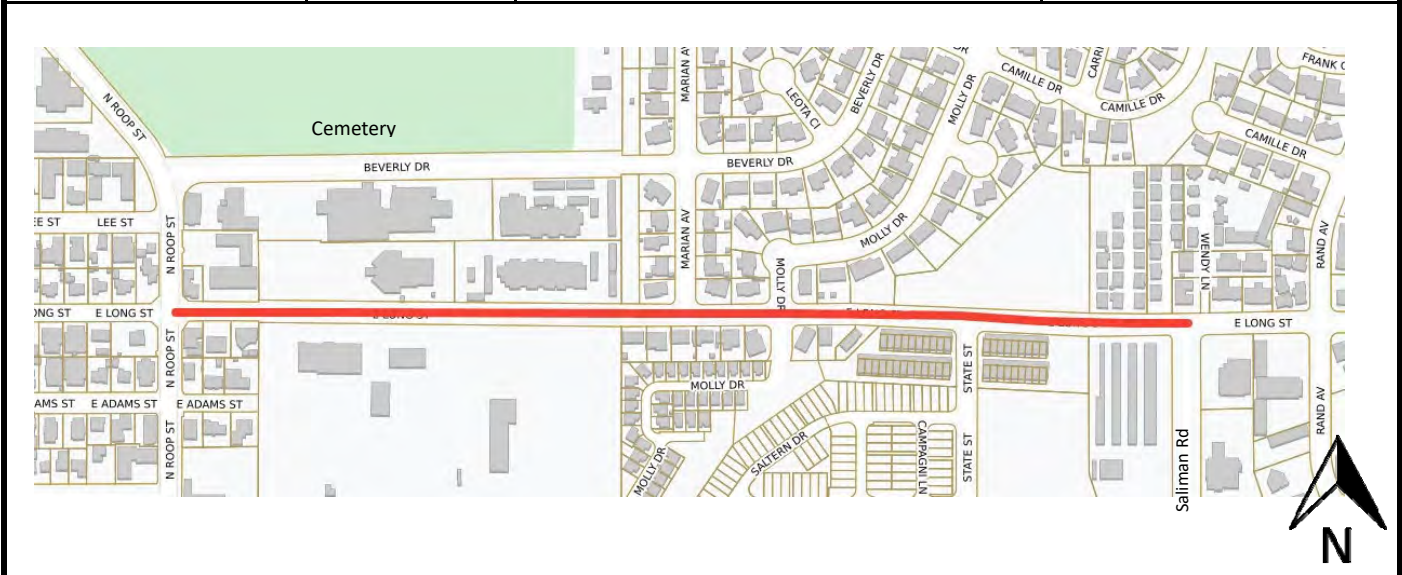
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.

Project Status

The project has achieved substantial completion. The contractor is finalizing punch list items.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	May-22	8/1/2021



Project Name: Robinson Area Sewer Replacement Project
Project Number: P320121001
Department Lead: Public Works

Project Cost to Date	\$1,429,727	As of Date	July 6, 2022	Grant Funded	No	Total Budget	\$2,923,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget			
2503035	507010	RT Fund	FY21	\$75,000			
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504			
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905			

Project Description

Project Length 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.
 The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

Project Justification

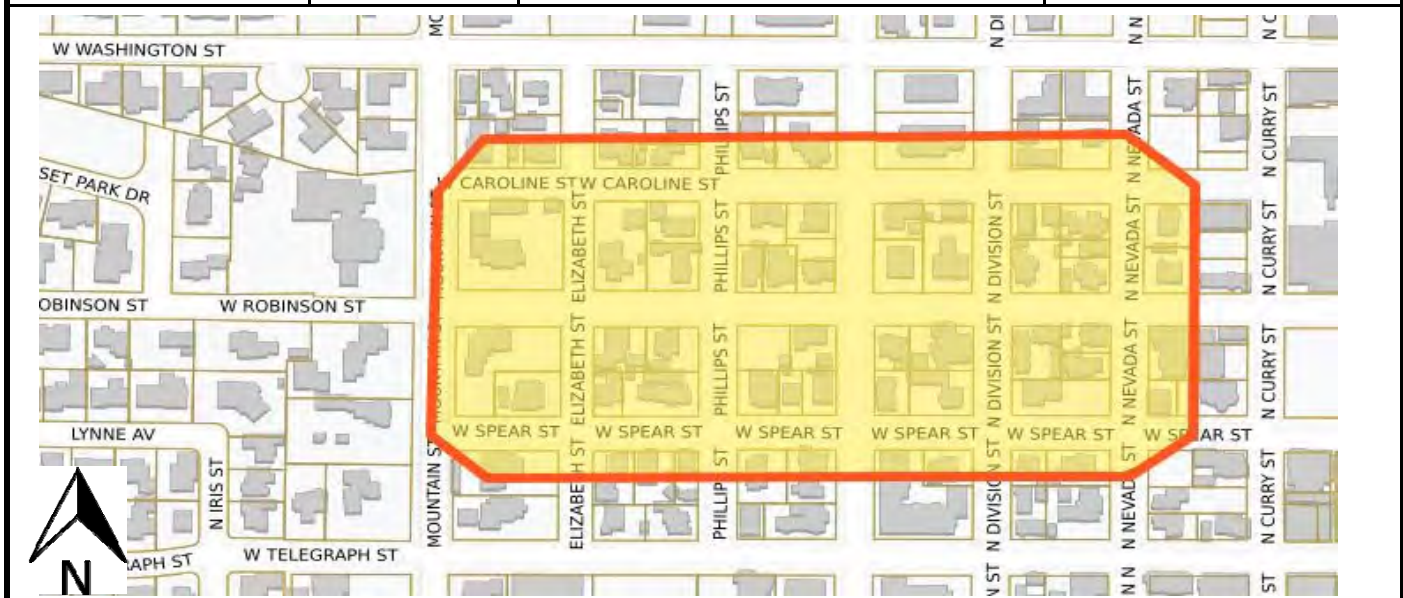
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

Project Status

Construction of utility work is complete. The contractor is currently constructing curb and gutter on Robinson Street and plans to pave Robinson Street by the end of July. Replacement of concrete sidewalk and driveway on Robinson Street as well as permanent asphalt patching and slurry seal on Telegraph St, Caroline St, and Spear St is planned for August.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Jun-22	NA



Project Name: Colorado Street CDBG Pavement Project
Project Number: P303521001
Department Lead: Public Works

Project Cost to Date	\$135,688	As of Date	Grant Funded	Total Budget
		July 6, 2022	Yes	\$3,198,112
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5203505	507010	Water Fund	FY 22	\$1,194,398
2750620	507010	RT Fund (Federal-CDBG)	FY 21	\$340,868
2750620	507010	RT Fund (Federal-CDBG)	FY 22	\$234,237
2503035	507010	RT Fund (Federal-STBG)	FY 20	\$741,292
2535005	507010	V&T Infrastructure Fund	FY 21	\$357,317
6037510	507010	Redevelopment Capital	FY 22	\$330,000

Project Description

Project Length 0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.
 This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.

Project Justification

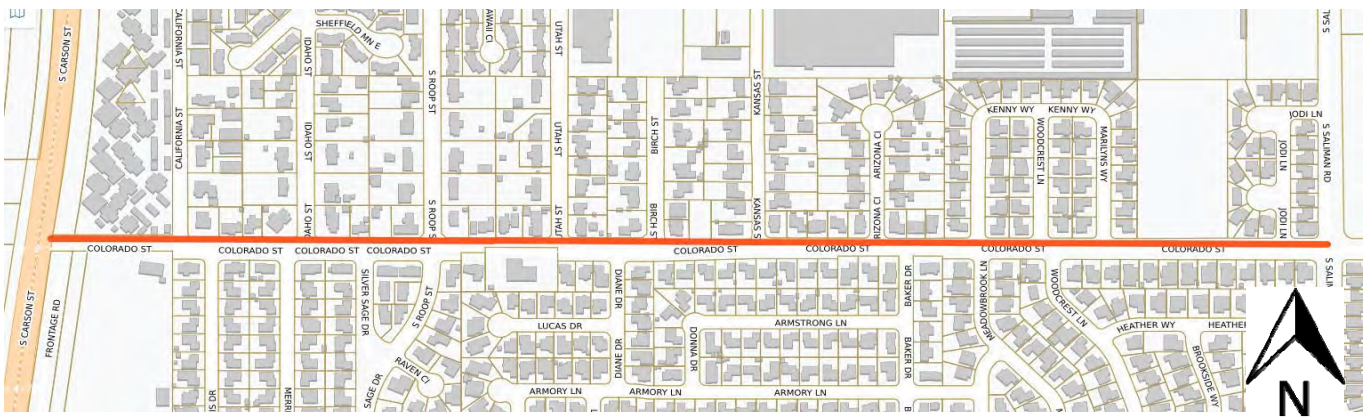
There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high maintenance costs associated with the wide pavement area. This project was awarded a CDBG grant for ADA improvements. Project costs are being supplemented with Federal STBG and V&T Infrastructure funding.

Project Status

The design has been completed, and NDOT has issued the notice to proceed. Public Works plans to re-bid the project in October of 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-20	Nov-21	Jan-21
Construction	Apr-23	Oct-23	2/2/2022



Project Name: District 3 Center Drive Reconstruction Project
Project Number: P303521006
Department Lead: Public Works

Project Cost to Date	\$615,760	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$1,313,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 21	\$820,000
5053705	507010	Stormwater Drainage	FY 22	\$194,000
5103205	507010	Waste Water Fund	FY 21	\$299,000

Project Description

Project Length | 2,550 feet of sewer installation and roadway reconstruction.

Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of sanitary sewer, and drainage improvements.

Project Justification

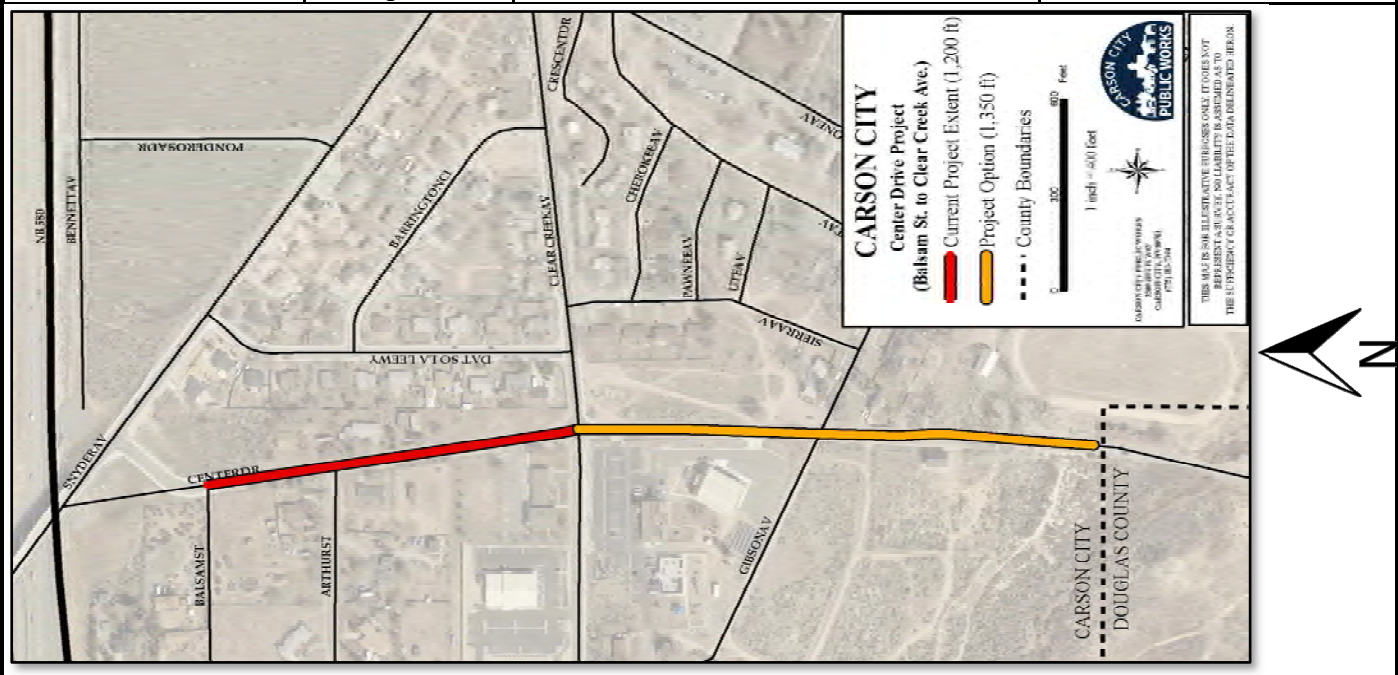
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

Project Status

The project has achieved substantial completion. The contractor is finalizing punch list items.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA



Project Name: District 3 E. 5th Street Reconstruction Project
Project Number: P303521008
Department Lead: Public Works

Project Cost to Date	\$51,963	As of Date	Grant Funded	Total Budget
		July 6, 2022	Yes	\$3,495,200
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$2,366,000
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$375,000

Project Description

Project Length | 1.2 Miles

E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

Project Justification

The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

Project Status

The Right Turn Lane Project at Carson River Road started construction at the end of June. The design for the roundabout and other portions of the project is ongoing.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Apr-23	8/5/2021
Construction	2023	2024	TBD



Project Name: District 4 Curry Street Pavement Preservation Project
Project Number: P303522001
Department Lead: Public Works

Project Cost to Date	\$20,837	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$491,074
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$491,074

Project Description

Project Length 1.1 miles of slurry seal and ADA upgrades
This is a pavement preservation project (Type 3 Modified Slurry Seal) of Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Koontz Lane. Other items of work include pavement patching and striping.

Project Justification

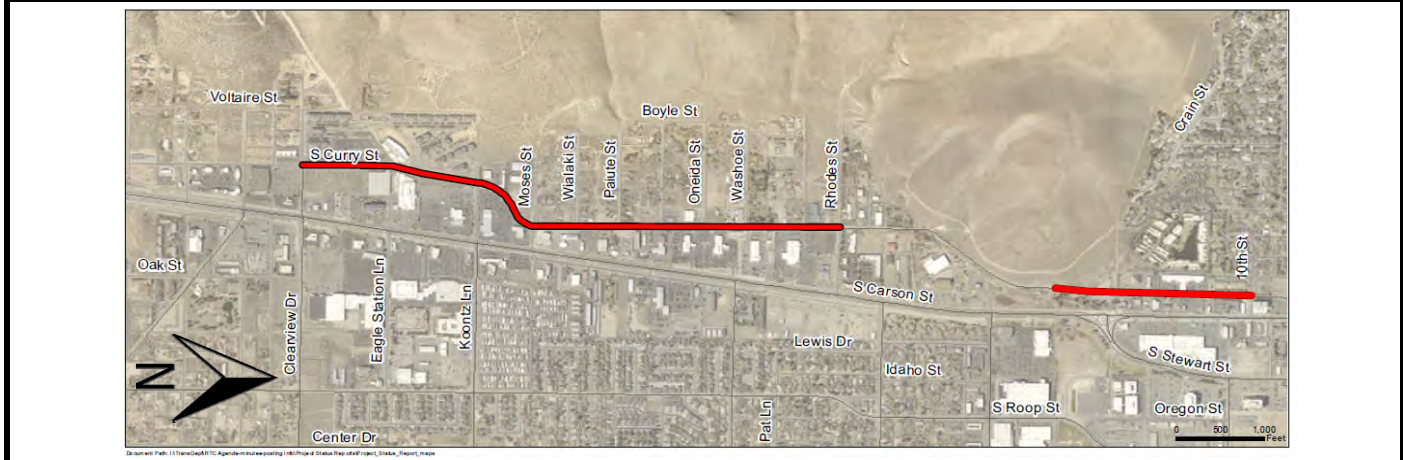
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the roadway.

Project Status

Project construction began ADA improvements in June and is expected to be completed by end of July 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



Project Name: District 4 Saliman Road Pavement Preservation Project
Project Number: P303522002
Department Lead: Public Works

Project Cost to Date	\$18,988	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$420,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$420,000

Project Description

Project Length | 0.88 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, minor landscaping, and striping.

Project Justification

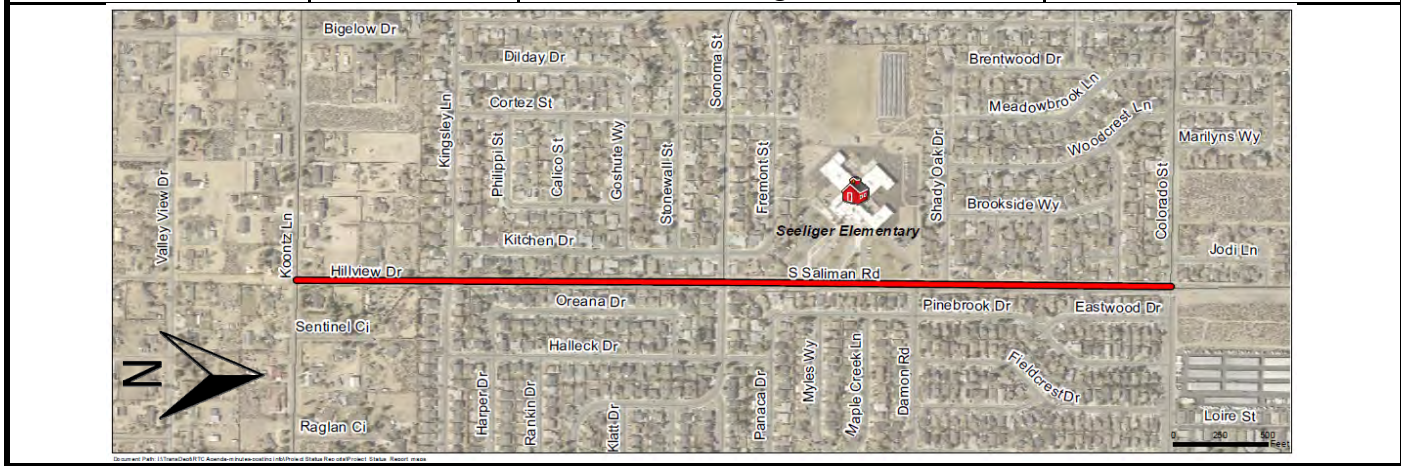
Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

Project Status

Project construction began in June and is expected to be completed by end of July 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



Project Name: District 4 Silver Sage Drive Pavement Preservation Project
Project Number: P303522003
Department Lead: Public Works

Project Cost to Date	\$21,689	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$650,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$588,000
5053705	507010	Stormwater Drainage	FY 22	\$62,000

Project Description

Project Length | 0.87 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Sliver Sage Drive between Koontz Lane and Colorado Street. It also includes work at the intersection of Colorado and Roop Street. The project includes minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops. Other items of work include pavement patching, striping, and installation of an RRFB across Koontz Lane near the Raley's.

Project Justification

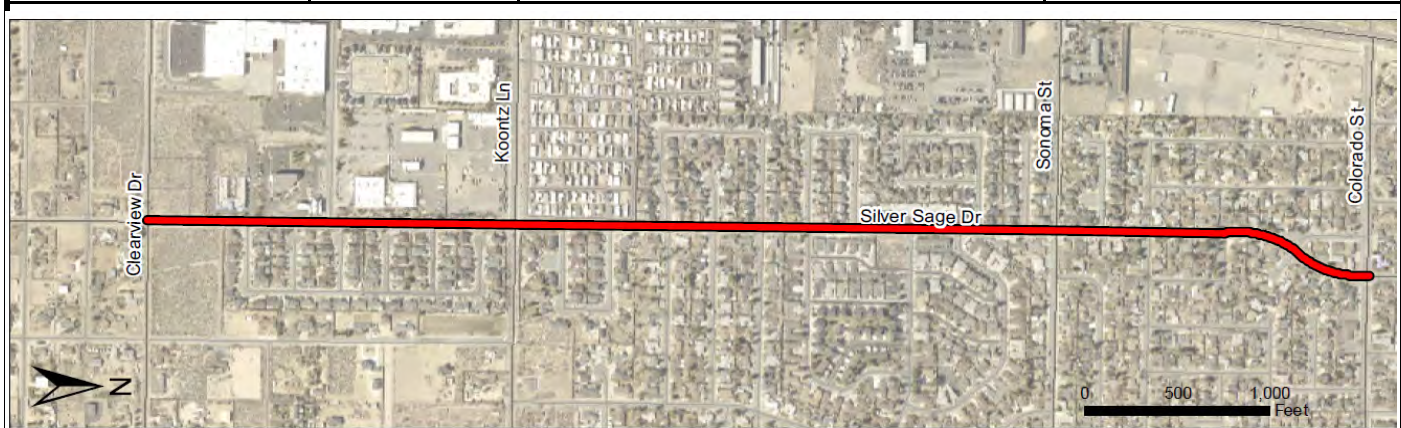
Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan increasing accessibility for pedestrians and transit users.

Project Status

Project construction began in June and is expected to be completed by end of July 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



Project Name: East William Complete Streets Project
Project Number: P751021001
Department Lead: Public Works

Project Cost to Date	\$112,307	As of Date	Grant Funded	Total Budget
		July 6, 2022	Yes	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
2503035	507010	RT Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$4,459,260
6037510	507010	Redevelopment Capital	FY 22/23	\$385,000
		Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$5,155,787

Project Description

Project Length 1.5 Miles of complete streets improvements and associated utility infrastructure
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

Project Justification

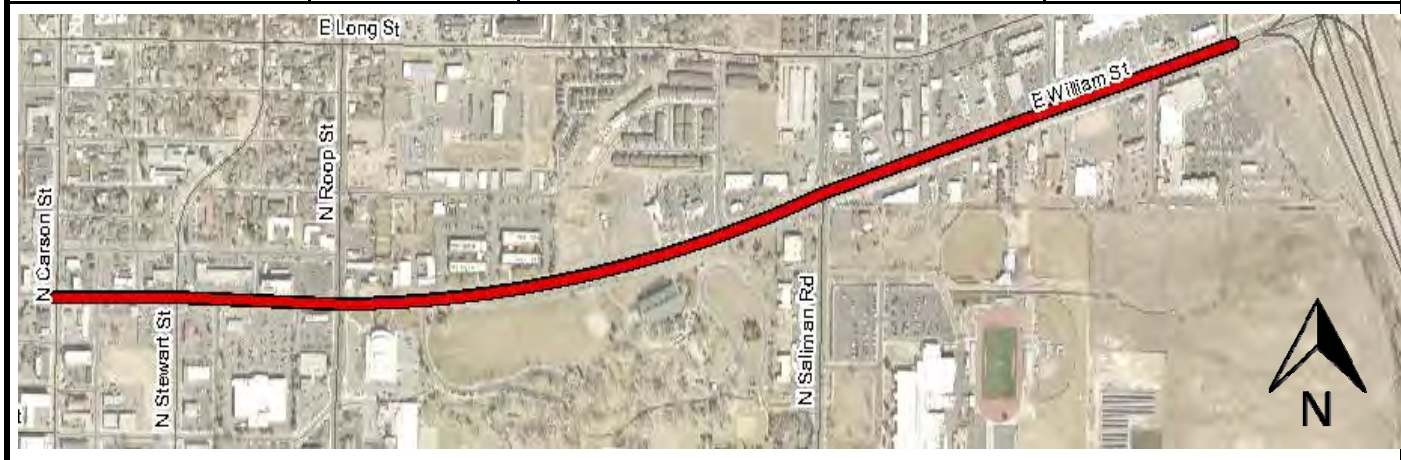
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with only minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant in the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street

Project Status

The feasibility study phase of the project is complete. The design consultant, NCE, phase 2 contract is to be awarded at the July 7th Board of Supervisors meeting. NCE will be progressing design in June-August to get to 30% design by the end of summer.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Jun-23	NA
Construction	Oct-23	Dec-24	TBD



Project Name: DMV Multi-Use Path Project
Project Number: P303522005
Department Lead: Public Works

Project Cost to Date	\$1,306	As of Date	Grant Funded	Total Budget
		July 6, 2022	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal-TAP)	FY 22	\$1,548,500

Project Description

Project Length | 0.37 miles of new paved path; 7 miles rehabilitated path

This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

Project Justification

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

Design has begun and the project is currently conducting survey for the project limits. Design is expected to be completed in mid 2023 with construction outlined for spring/summer of 2024.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Jun-23	1/11/2022
Construction	Spring 2024	Fall 2024	TBD



Project Name: Appion Way Traffic Signal and Intersection Improvement Project
Project Number: P751021002
Department Lead: Public Works

Project Cost to Date	\$556	As of Date	Grant Funded	Total Budget
		July 6, 2022	No	\$378,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22	\$100,000
2503082	475100	Developer Contribution	FY 22	\$220,800

Project Description

Project Length | New signal at intersection of S. Carson Street and Appion Way

Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

Project Justification

Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 5.

Project Status

The projects survey is completed. The Consultant is working on design and will begin subsurface utility engineering (SUE) in July 2022. Design is expected to be completed by the end of calendar year 2022.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Dec-22	NA
Construction	Summer 2023	Fall 2023	TBD

