



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

Day: Wednesday
Date: June 10, 2020
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

NOTICE TO PUBLIC: The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will NOT have a physical location open to the public until such time this Directive is removed.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the RTC meeting at:

<https://www.carson.org/transparency/meeting-agendas-minutes-and-recordings>

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

Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda, via telephonic appearance by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment. To join by telephone, you must dial the following number: +1-408-418-9388 (Meeting ID: 963 383 761).

To videoconference, you must have access to an Internet connection and a computer equipped with a camera and microphone with which you can join a meeting at the following link:

<https://carsoncity.webex.com/carsoncity/onstage/g.php?MTID=ecb3b9dad93dac591cdeb5b67771aeb96>.

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

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

1. ROLL CALL AND DETERMINATION OF A QUORUM

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

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

4. 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. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the May 13, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Information Only - To provide a status update and solicit comments on the Kings Canyon Road and Trailhead Project. This is a Federal Lands Access Program (FLAP) grant project for trailhead, roadway, and storm water improvements between the Kings Canyon trailhead and just east of the Canyon Drive and Kings Canyon Road intersection.

Staff Summary: Staff will present the status of the Kings Canyon Road and Trailhead Project. The designer, Central Federal Lands, has completed a revised 70% design plan set and has submitted them to the City for review and comment.

6-B For Possible Action – Discussion and possible action regarding Cooperative Agreement No. PR232-20-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Northridge Drive Reconstruction Project for a total of \$1,041,748.00, to authorize the Transportation Manager to execute the agreement, and to authorize the RTC Chair to execute future amendments to this agreement regarding time extensions or a change in the value of funding up to 10% of the initial funding amount.

Staff Summary: In February 2020, the Carson City RTC approved the allocation of Surface Transportation Block Grant (STBG) funds to the Northridge Drive Reconstruction Project. This agreement will require a 5% local match of \$52,088, to leverage \$989,660 in STBG Funds for the project located in Performance District 2.

6-C For Possible Action – Discussion and possible action regarding the Interlocal Cooperative Agreement between the Carson Area Metropolitan Planning Organization, RTC, and the Carson City Board of Supervisors.

Staff Summary: The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify approval authority of each agency/organization.

6-D For Possible Action – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300180, 2020 Long Line Program, to Intermountain Slurry Seal, Inc., for a total not to exceed amount of \$211,411.20 to be funded with Street Maintenance Funds.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Carson City 2020 Long Line Project. The project consists of placing approximately 1,252,750 linear feet of painted pavement markings using Nevada Type II water-based paint layout, traffic control, and all other incidentals need to complete project. The construction contract is for the base bid of \$192,192 plus a 10% contingency amount of \$19,219.20. The engineer's estimate was \$230,420.

6-E For Possible Action – Discussion and possible action regarding acceptance of available Fiscal Year (FY) 2020 grant funding from the Nevada Aging and Disability Services Division (ADSD) in the amount of \$16,350 for the period July 1, 2019 to June 30, 2020, and in the amount of \$96,750 for the period July 1, 2020 to June 30, 2021, and to authorize the Public Works Director to execute the required award materials.

Staff Summary: Carson City RTC received an Independent Living Grant for FY 2020 in the amount of \$50,000 to partially underwrite the cost of the Jump Around Carson (JAC) Senior Bus Pass Program, which provides unlimited free rides to senior citizens (60+) on the JAC fixed route system. An additional \$16,350 has become available for FY 2020, which will fully cover the cost to provide the Senior Bus Pass Program for this fiscal year. Staff has additionally received notification of award of \$96,750 to cover program expenses for FY 2021. The required match for the FY 2020 additional funding is \$2,453, and for the FY 2021 funding is \$14,513.

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

- 7-A Transportation Manager's Report
- 7-B Street Operations Activity Report
- 7-C Transportation Projects Status Report

8. BOARD COMMENTS: For Information Only – Status reports and comments from the members of the RTC Board.

9. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, July 8, 2020, at the Sierra Room - Community Center, 851 East William Street, immediately after the meeting of the Carson Area Metropolitan Planning Organization.

10. 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. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

11. ADJOURNMENT: For Possible Action

****PUBLIC COMMENT LIMITATIONS - Although the RTC often provides an opportunity for additional public comment during each specific item designated for possible action on the agenda, public comment will be temporarily limited to the beginning of the agenda before any action is taken and again at the end before adjournment. This policy will remain effective during the period of time the State of Nevada is under a State of Emergency as declared by the Governor due to the COVID-19 pandemic, and is intended to achieve the efficient conduct of meetings while facilitating public participation via videoconference and telephonic means.**

NOTICE TO PUBLIC: In accordance with the Governor's Emergency Declaration Directive 006 suspending state law provisions requiring the posting of public meeting agendas at physical locations, this agenda was posted electronically at the following Internet websites:

This notice has been posted at the following locations:

- www.carson.org/agendas
- <http://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting on Wednesday, May 13, 2020, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough
 Commissioner Lori Bagwell
 Commissioner Chas Macquarie (via WebEx)
 Commissioner Greg Stedfield

STAFF: Lucia Maloney, Transportation Manager
 Dirk Goering, Sr. Transportation Planner (via WebEx)
 Chris Martinovich, Transportation/Traffic Engineer
 Todd Reese, Deputy District Attorney (via WebEx)
 Tamar Warren, Senior Deputy Clerk

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

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

(5:00:15) – Chairperson Bonkowski called the meeting to order at 5:00 p.m. and read into the record a Notice to the Public relating to meeting procedures during the COVID-19 pandemic, incorporated into the agenda. Roll was called, and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(5:02:46) – Ms. Maloney and the Commissioners indicated that they had no modifications to the agenda. Chairperson Bonkowski considered the agenda adopted as published.

3. DISCLOSURES

(5:03:10) – Chairperson Bonkowski entertained Commissioner disclosures; however, none were forthcoming.

4. PUBLIC COMMENT

(5:03:25) – Chairperson Bonkowski entertained public comments; however, none were forthcoming. He also reminded the Commission and members of the public that public comment will be heard at this time and during agenda item 10, but not during each Public Meeting Item.

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5. APPROVAL OF MINUTES

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE APRIL 8, 2020 DRAFT MINUTES.

(5:03:44) – Chairperson Bonkowski introduced the item and entertained comments, changes, corrections, or a motion.

(5:03:58) – Vice Chair Kimbrough moved to approve the minutes of the April 8, 2020 RTC meeting as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

6. PUBLIC MEETING ITEMS

6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE ALLOCATION OF ADDITIONAL FEDERAL FISCAL YEAR (FFY) 2020 SURFACE TRANSPORTATION BLOCK GRANT (STBG) FUNDS AND ANY REMAINING OR UNUSED FFY 2019 STBG FUNDS TO THE COLORADO STREET REHABILITATION PROJECT.

(5:04:20) – Chairperson Bonkowski introduced the item. Ms. Maloney presented the Staff Report, incorporated into the record, and responded to the Commissioners’ clarifying questions. Ms. Maloney noted that per the vote in the earlier Carson Area Metropolitan Planning Organization (CAMPO) meeting to allocate the unused sum of \$709,617 in Surface Transportation Block Grant (STBG) funds from Lyon County to Carson City, combined with Carson City’s remaining STBG funds for Federal Fiscal Year (FFY) 2019 and the Community Development Block Grant (CDBG), approved by the Board of Supervisors in their last meeting (which could serve as a grant match), would be used for the Colorado Street Rehabilitation Project. She also noted that with the aforementioned funding sources and the remaining FY 2019 STBG funds, the previously approved \$150,000 Regional Transportation Funds would not be required for the project.

(5:07:38) – Chairperson Bonkowski asked about the previously approved \$150,000 and Ms. Maloney suggested releasing those funds now and returning later with a Staff recommendation on how to more effectively utilize them. Vice Chair Kimbrough inquired about possible budget cuts at the Board of Supervisors level and Chair Bonkowski provided the City’s policy which entailed “we cut out funding for some proposed capital improvement projects and we froze hiring. Other than that, we didn’t really make any significant changes to the budget and we’re going to look at the revenue figures on a month-to-month basis,” noting that the budget would be reevaluated possibly in August 2020. Supervisor Bonkowski reiterated that the Board of Supervisors would make a decision on “real data” and not projections. Vice Chair Kimbrough wished to remind the Board of Supervisors that for a small match, the City receives a high return on transportation grants. Commissioner Bagwell noted that the Board had already reduced the projected gas tax revenue and had scaled projects accordingly. She also stated that the Board will weigh in the tradeoffs during its decision making. Commissioner Bagwell recommended including the public’s input when making changes to Colorado Street and Ms. Maloney agreed and noted she had intended to involve members of the public. There were no additional comments. Chairperson Bonkowski entertained a motion.

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(5:15:01) – Commissioner Bagwell moved to allocate all available FFY 2020 Surface Transportation Block Grant funds, and any remaining and unused FFY 2019 Surface Transportation Block Grant funds to the Colorado Street Rehabilitation Project, as presented. The motion was seconded by Vice Chair Kimbrough and carried 5-0-0.

6-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE BOARD OF SUPERVISORS ON THE FISCAL YEAR (FY) 2021 BUDGETS FOR THE REGIONAL TRANSPORTATION, TRANSIT, CAMPO, AND STREET MAINTENANCE FUNDS.

(5:15:38) – Chairperson Bonkowski introduced the item. Ms. Maloney provided background noting that the tentative RTC budget had been approved by the Board of Supervisors on April 16, 2020 and a tentative budget had been filed with the State on April 15, 2020. She reviewed the attached budgets and stated that Staff would monitor them closely and adjust them based on revenue, and responded to clarifying questions. There were no additional comments; therefore, Chairperson Bonkowski entertained a motion.

(5:34:53) – Vice Chair Kimbrough moved to recommend to the Board of Supervisors approval of the Fiscal Year 2021 budgets for the Regional Transportation, Transit, CAMPO, and Street Maintenance funds. The motion was seconded by Commissioner Stedfield. Motion carried 5-0-0.

6-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC., IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NRS CHAPTER 338 AND TO AWARD CONTRACT NO. 19300161, SALIMAN ROAD AND RUSSELL WAY PRESERVATION PROJECT, TO SIERRA NEVADA CONSTRUCTION, INC., FOR A TOTAL NOT TO EXCEED AMOUNT OF \$463,657.70 TO BE FUNDED FROM THE REGIONAL TRANSPORTATION FUND.

(5:28:00) – Chairperson Bonkowski introduced the item. Mr. Martinovich gave background, presented the Staff Report, incorporated into the record, and responded to clarifying questions. He also informed Commissioner Stedfield that they had received one bid only for this project. Chairperson Bonkowski entertained a motion.

(5:31:26) – Commissioner Bagwell moved to award Contract No. 19300161 as presented. The motion was seconded by Vice Chair Kimbrough and carried 5-0-0.

6-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION, INC., IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NRS CHAPTER 338 AND TO AWARD CONTRACT NO. 19300154, ROOP STREET PAVEMENT MICROSURFACING PROJECT, TO SIERRA NEVADA CONSTRUCTION, INC., FOR A

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TOTAL NOT TO EXCEED AMOUNT OF \$257,407.70 TO BE FUNDED WITH V&T INFRASTRUCTURE FUNDS.

(5:31:59) – Chairperson Bonkowski introduced the item. Mr. Martinovich presented the Staff Report, incorporated into the record, responded to clarifying questions, and recommended the award. Chairperson Bonkowski entertained a motion.

(5:34:51) – Commissioner Stedfield moved to award Contract 19300154 as presented. Commissioner Bagwell seconded the motion which carried 5-0-0.

6-E FOR INFORMATION ONLY – INFORMATION AND DISCUSSION ON THE RECENTLY IMPLEMENTED SPEED LIMIT POLICY THAT SETS FORTH GUIDELINES FOR ESTABLISHING AND REVIEWING SPEED LIMITS ON NEW AND EXISTING ROADWAYS WITHIN CARSON CITY, NEVADA.

(5:35:16) – Chairperson Bonkowski introduced the item. Mr. Martinovich gave background and presented the Staff Report with an accompanying slide presentation, both of which are incorporated into the record. He clarified for Vice Chair Kimbrough that “if requests come in, we are going to evaluate, has something changed that we need to do an actual speed review of that particular road?” Discussion ensued regarding traffic enforcement and Vice Chair Kimbrough recommended a [public] review process and noted that when increased amounts of citations have been issued on a street, that speed limit should be reevaluated. Commissioner Bagwell cited the example of Colorado Street which she called “a mixed road” and “a collector road” with a higher speed limit; therefore, she had received complaints about speeders from residents and attributed them to the width of the street. Mr. Martinovich believed that changes to the roadway geometry of Colorado Street will affect how people drive that road, adding that without that change, compliance will be difficult as the result of speed reduction only, citing results from the Federal Highway Administration studies. Commissioner Bagwell requested related reporting from Ms. Maloney for transparency reasons.

(5:57:18) – Vice Chair Kimbrough was against adding speed bumps. Based on an inquiry from Chairperson Bonkowski regarding traffic calming measures, Mr. Martinovich believed that the answer must come after “vetting some options.” Ms. Maloney confirmed that all possibilities will be evaluated prior to recommendations for speed reduction. Discussion ensued regarding pedestrian safety zones and the ability to make design adjustments. This item did not require any action as it was informational only.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - NON-ACTION ITEMS:

7-A TRANSPORTATION MANAGER’S REPORT

(6:07:17) – Ms. Maloney thanked Staff for doing a great job and noted that the division was fully staffed now. She also reported on the approved South Lompa Lane functional classification change at Edmonds and Fairview Drives, noting that it would now be eligible for federal funds such as STBG. She also indicated that the Jump Around Carson (JAC) contract operator request for proposal (RFP) will close

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on June 2, 2020. Ms. Maloney provided an additional update on the South Carson Street Project and noted that the crews were following the social distancing guidelines and stated that the Reduction in Traffic Volume had helped and that they were getting caught up with the schedule. Additionally, she updated the Commission on the Rhodes Street storm drain work, the multi-use path work on Clearview Drive and Sonoma Street, and flood prevention work at the Carson Mall. Chairperson Bonkowski cautioned against trading worker safety in order to comply with social distancing guidelines. Ms. Maloney also announced receipt of an apportionment of the CARES Act grant and noted that a rapid rectangular flashing beacon, requested by Commissioner Macquarie, was included in the Transportation Alternatives Program Grant application for the multi-use path connection of Roop Street near Governor's Field. Chairperson Bonkowski entertained additional comments; however, none were forthcoming.

7-B STREET OPERATIONS ACTIVITY REPORT

(6:14:03) – Ms. Maloney reviewed the highlights from the Street Operations Activity Report which is incorporated into the record. There were no Commissioner questions or comments.

8. BOARD COMMENTS: FOR INFORMATION ONLY – STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE RTC BOARD.

(6:15:04) – Chairperson Bonkowski entertained Board comments. Vice Chair Kimbrough inquired about the pipes on Airport Road and Mr. Martinovich clarified that the construction was part of the sewer replacement project in the area.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, JUNE 10, 2020, AT THE SIERRA ROOM - COMMUNITY CENTER, 851 EAST WILLIAM STREET, IMMEDIATELY AFTER THE MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION.

(6:16:32) – Chairperson Bonkowski read the agenda item into the record and clarified that the RTC meeting will immediately follow the Carson Area Metropolitan Planning Organization meeting which starts at 4:30 p.m.

10. PUBLIC COMMENT

(6:16:57) – Chairperson Bonkowski entertained public comments; however, none were forthcoming.

11. ADJOURNMENT: FOR POSSIBLE ACTION

(6:17:13) – Chairperson Bonkowski adjourned the meeting at 6:17 p.m.

The Minutes of the May 13, 2020 Carson City Regional Transportation Commission meeting are so approved this 10th day of June 2020.

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STAFF REPORT

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

Meeting Date: June 10, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Information Only - To provide a status update and solicit comments on the Kings Canyon Road and Trailhead Project. This is a Federal Lands Access Program (FLAP) grant project for trailhead, roadway, and storm water improvements between the Kings Canyon trailhead and just east of the Canyon Drive and Kings Canyon Road intersection.

Staff Summary: Staff will present the status of the Kings Canyon Road and Trailhead Project. The designer, Central Federal Lands, has completed a revised 70% design plan set and has submitted them to the City for review and comment.

Agenda Action: Other/Presentation

Time Requested: 15 minutes

Proposed Motion

N/A

Background/Issues & Analysis

The Carson City Regional Transportation Commission (RTC) Board of Commissioners authorized Carson City Public Works to submit a Federal Lands Access Program (FLAP) grant application for this project in November 2017. On July 25, 2018, the RTC, the U.S. Forest Service (USFS) and the Federal Highway Administration (FHWA) signed a Memorandum of Agreement to move forward with this project to make improvements to the Kings Canyon Road and the trailhead area. The total grant amount awarded for the project is \$3,707,000 and includes a minimum 5% local match. Additional project funding, including the 5% match, is funded jointly by Regional Transportation Funds and through a partnership with the City's Open Space Division.

The trailhead parking area is significantly undersized for current levels of use, creating roadway obstructions and delays to emergency responders. This section of Kings Canyon Road is in very poor condition, with a pavement index ranging from 5 to 20 on a 100-point scale (100 being the best). Additionally, in the winter of 2017 and in prior years, dangerous flooding conditions existed near the trailhead and along Kings Canyon Road. Project improvements include roadway reconstruction, the expansion of the trailhead parking area for recreational access, and storm water and culvert improvements along the roadway.

Below is a timeline of events:

- The grant application was submitted in 2017, with support from the Carson City Regional Transportation Commission (RTC), the Carson City Open Space Advisory Committee, and the Parks and Recreation Commission.
- In August 2018, the Carson City RTC approved an agreement with Central Federal Lands.
- In September 2018, the City sent a letter to 93 property owners who use this portion of Kings Canyon as access – the letter introduced the project and informed residents that survey teams may be on site.
 - The letter noted that a public meeting would be scheduled in the beginning of 2019 to share the preliminary design and take comments
 - The letter provided staff contact information and encouraged folks to meet and discuss the plans.
- In April 2019, the City received 30% design plans.
 - A second letter was sent to the same 93 property owners inviting the residents to meet with staff
 - Design plans were placed in the library and at public works
 - 30% design plans remain available online at the link below:
 - <https://www.carson.org/government/departments-g-z/public-works/transportation/documents1>
- In October of 2019, the Open Space Committee and Parks Commission provided comments on the design of the trailhead
- In January of 2020, staff received 70% plans for review. Due to the number of concerns from staff, revised 70% plans were requested
- On May 13th, revised 70% plans were received
- On May 22nd, revised 70% design plans were placed online and letters announcing the 70% plans were sent out
 - <https://www.carson.org/government/departments-g-z/public-works/transportation/documents1>
- On June 10th the Regional Transportation Commission will have an item on their agenda soliciting comments on the 70% plans
- On June 15th, the Open Space Committee and Parks Commission (joint meeting) will have an item on their agenda soliciting comments on the 70% plans

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund / 2503035-507010 – Project Account Number P303519006

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The local contribution for the Kings Canyon FLAP grant project is approximately \$235,400 and includes funding from the Regional Transportation Fund and the Open Space Division.

Alternatives

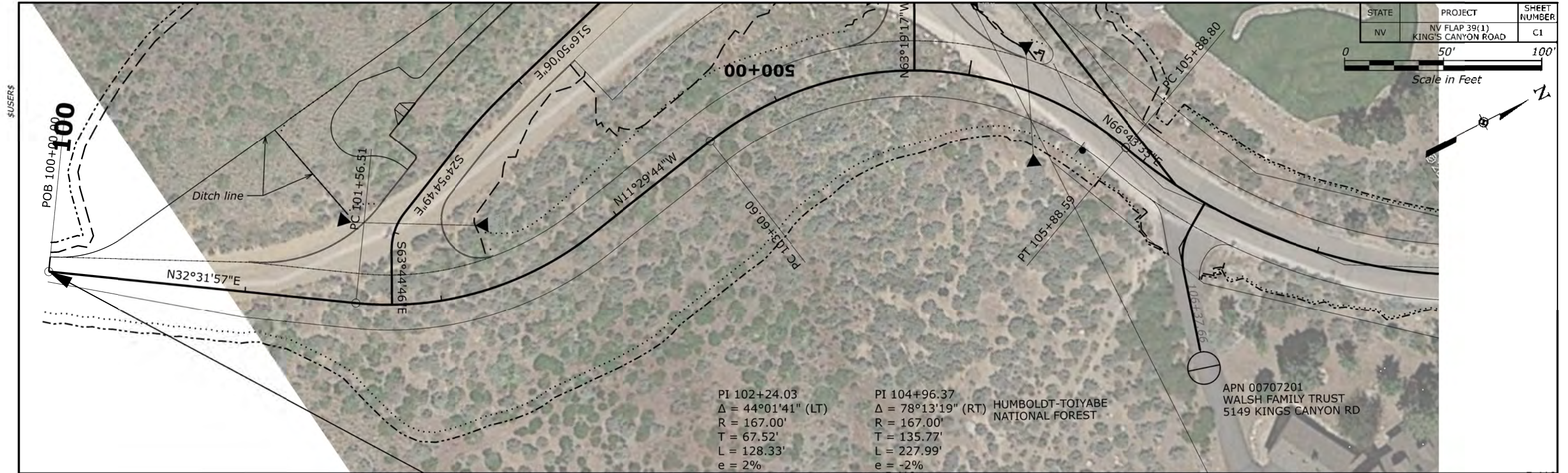
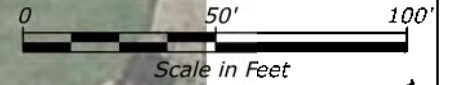
N/A

Supporting Material

- Exhibit-1: Plans sheets with aerial photo
- Exhibit-2: PowerPoint
- Exhibit-3: Public Comment

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STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	C1

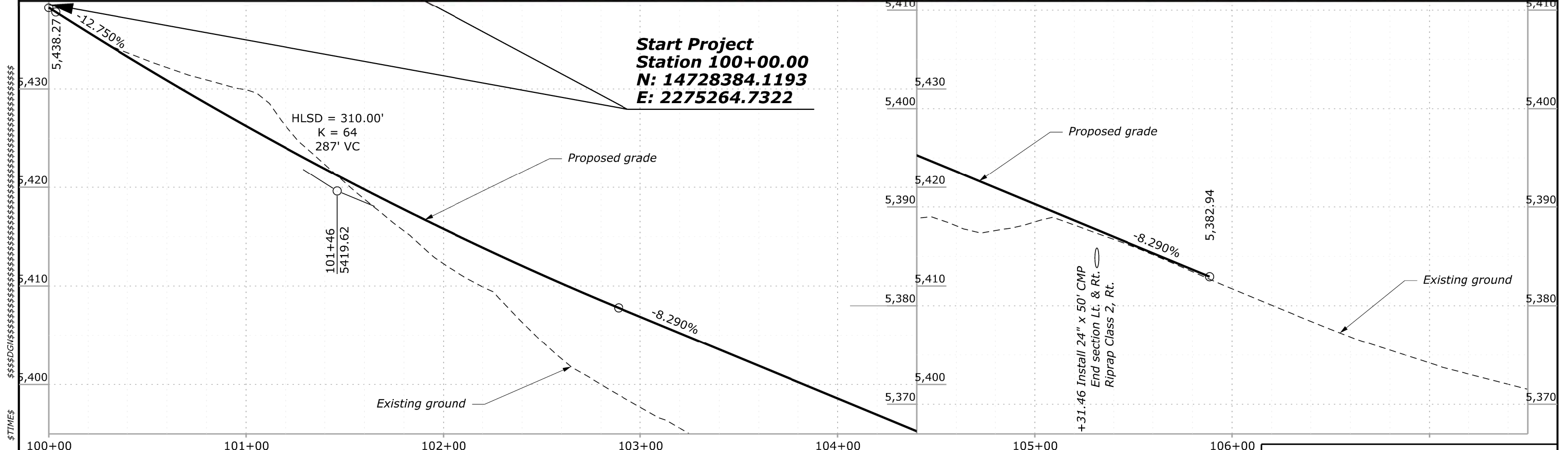


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HUMBOLDT-TOIYABE
 NATIONAL FOREST

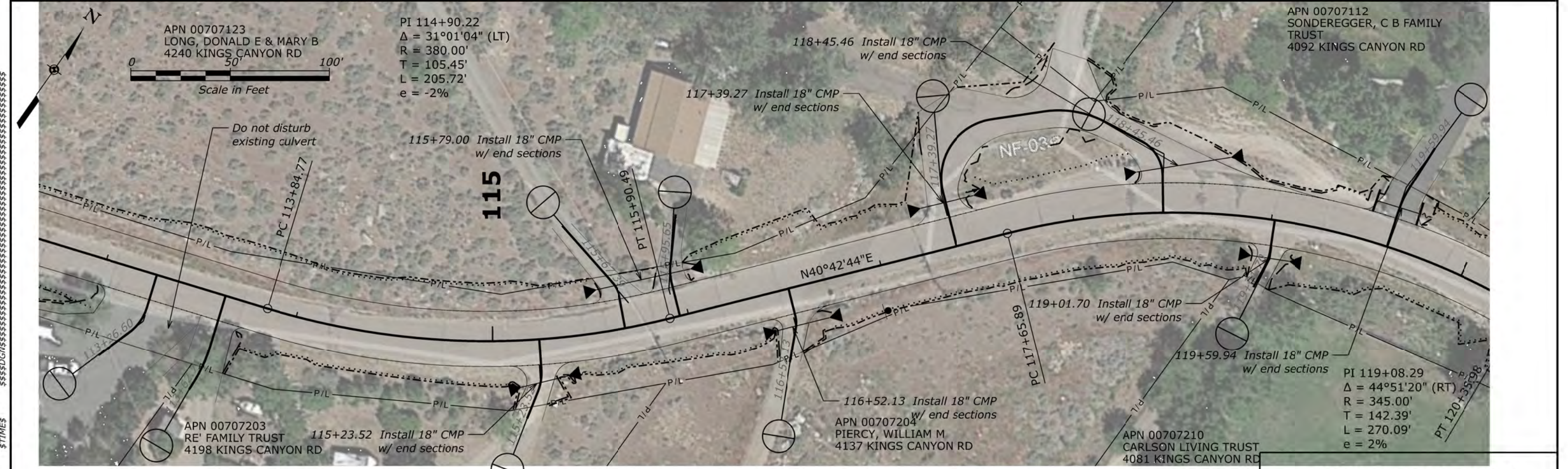
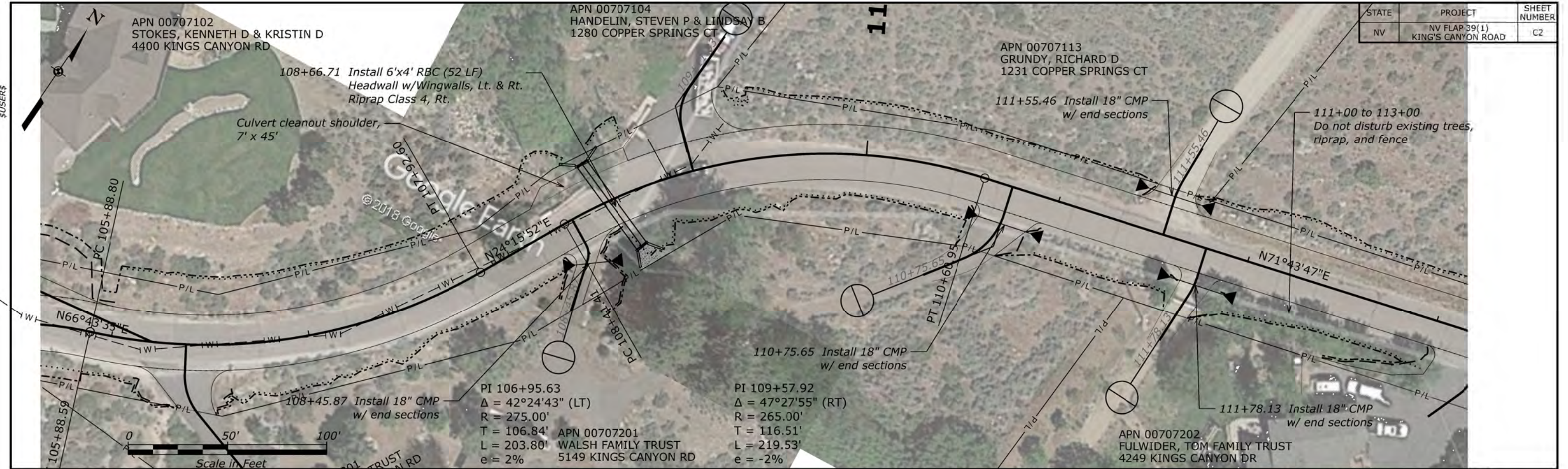
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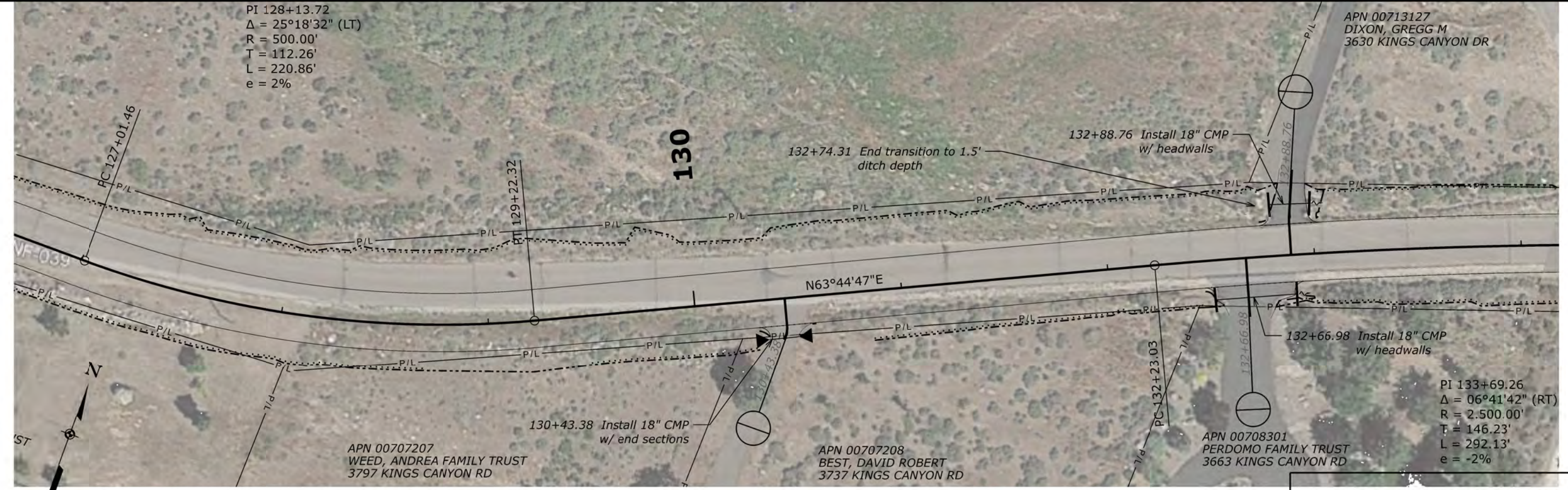
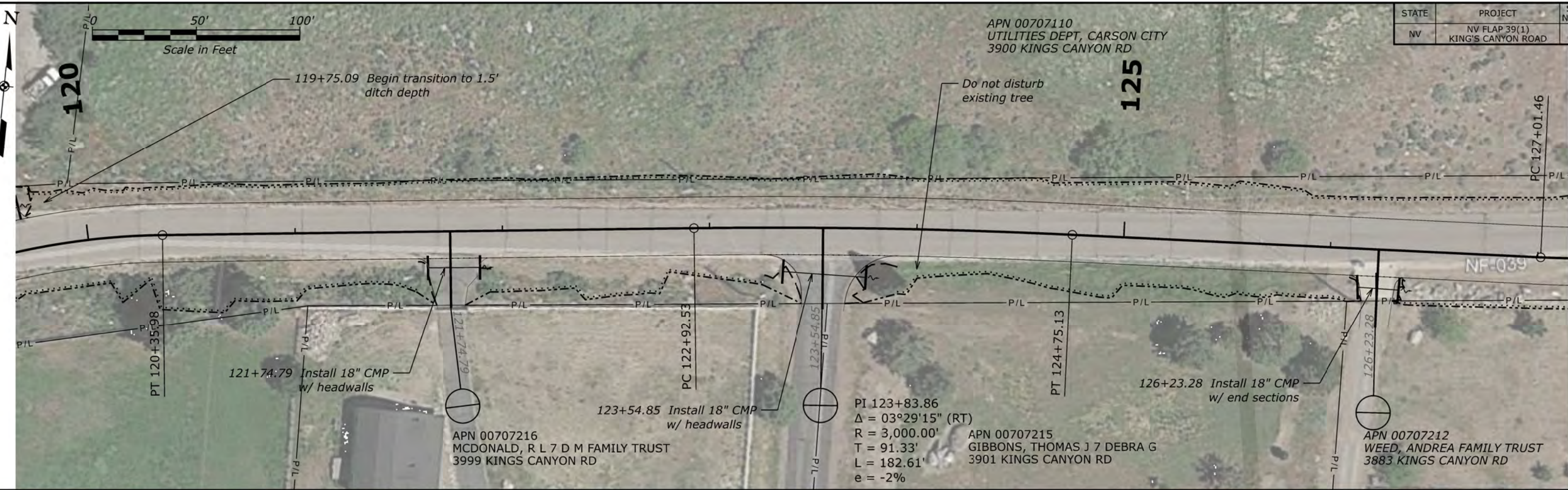
KING'S CANYON ROAD
PLAN SHEET
100+00.00 to 105+88.59

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	C2



**KING'S CANYON ROAD
PLAN SHEET
105+88.59 to 120+00.00**

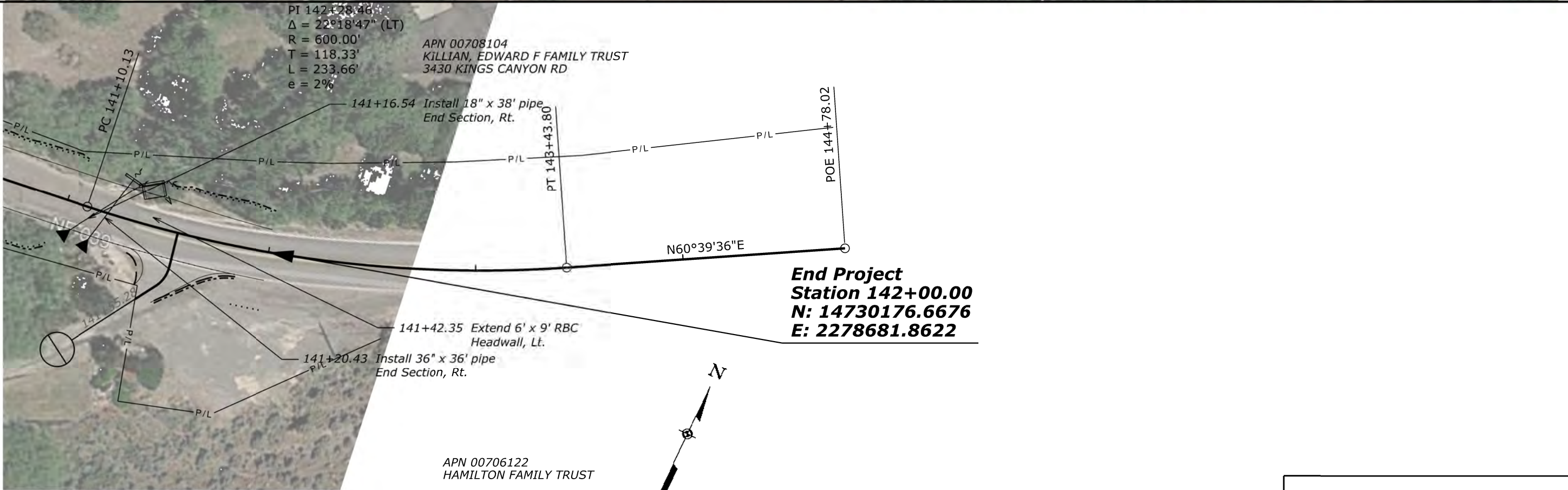
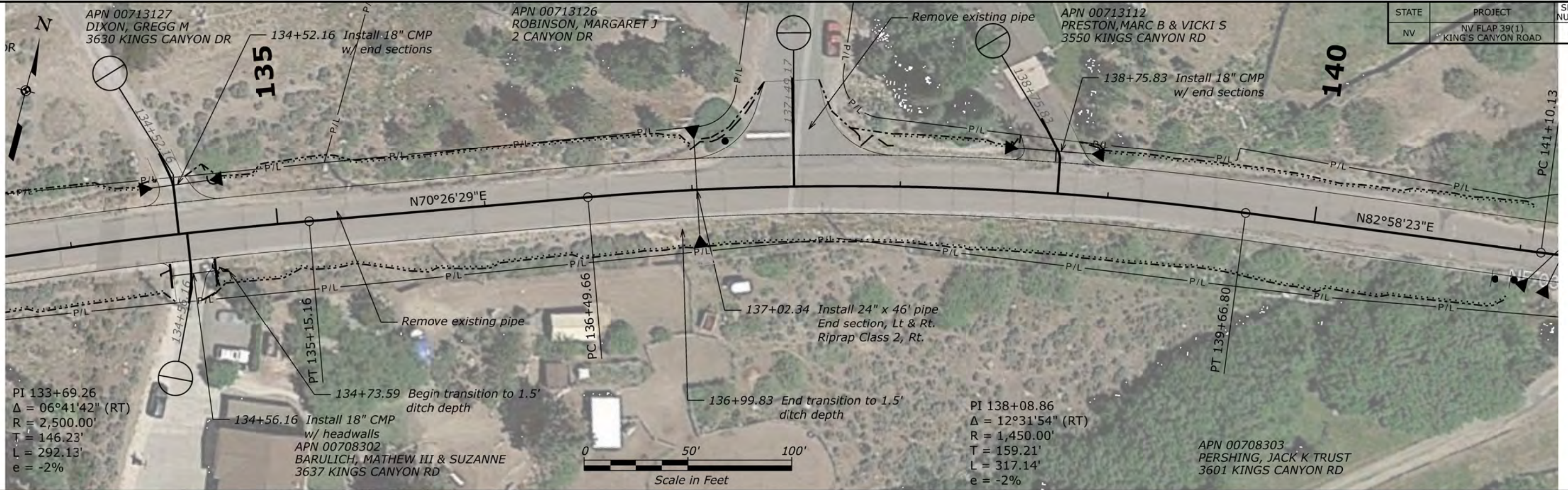
STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	C3



**KING'S CANYON ROAD
PLAN SHEET
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STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	C4



End Project
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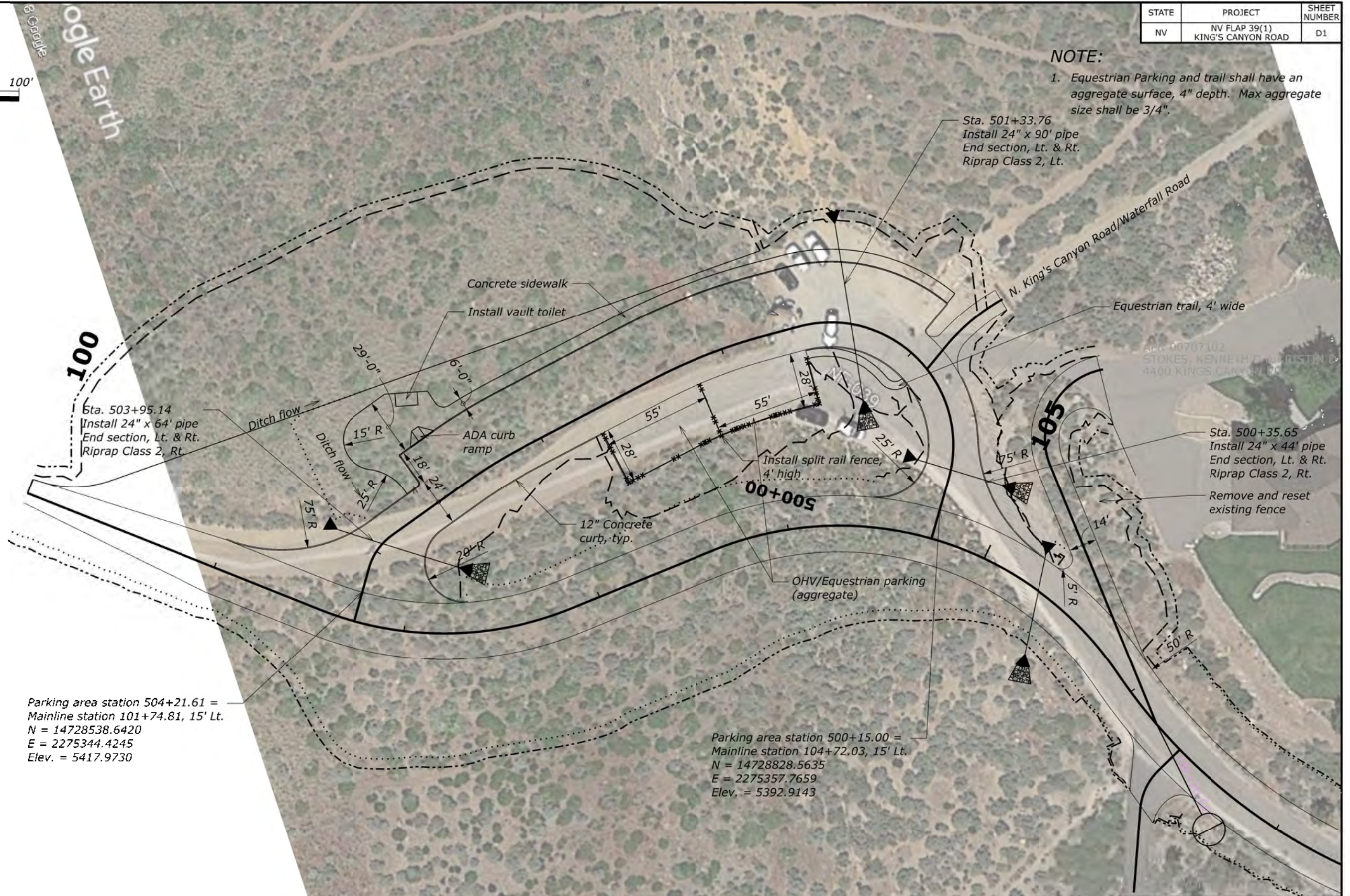
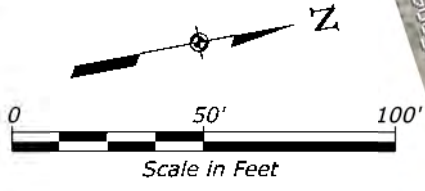
KING'S CANYON ROAD
PLAN SHEET
134+00.00 to 142+00.00

Packet Page Number 18

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STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	D1

NOTE:
 1. Equestrian Parking and trail shall have an aggregate surface, 4" depth. Max aggregate size shall be 3/4".



Parking area station 504+21.61 =
 Mainline station 101+74.81, 15' Lt.
 N = 14728538.6420
 E = 2275344.4245
 Elev. = 5417.9730

Parking area station 500+15.00 =
 Mainline station 104+72.03, 15' Lt.
 N = 14728828.5635
 E = 2275357.7659
 Elev. = 5392.9143

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 CENTRAL FEDERAL LANDS HIGHWAY DIVISION

PARKING LOT LAYOUT

\$\$\$USER\$\$\$
 \$\$\$DGN\$\$\$
 \$\$\$TIMES\$\$\$
 \$\$\$DATES\$\$\$

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Kings Canyon Road and Trailhead FLAP Project

Carson City Regional Transportation
Commission (RTC)

June 10, 2020

PROJECT LIMITS



Begin Project at existing trailhead

End Project

PROJECT PURPOSE & FLAP GRANT

Purpose

- ▶ Improve access to public lands
- ▶ Improve trailhead parking
- ▶ Reconstruct the roadway
- ▶ Enhance stormwater conveyance

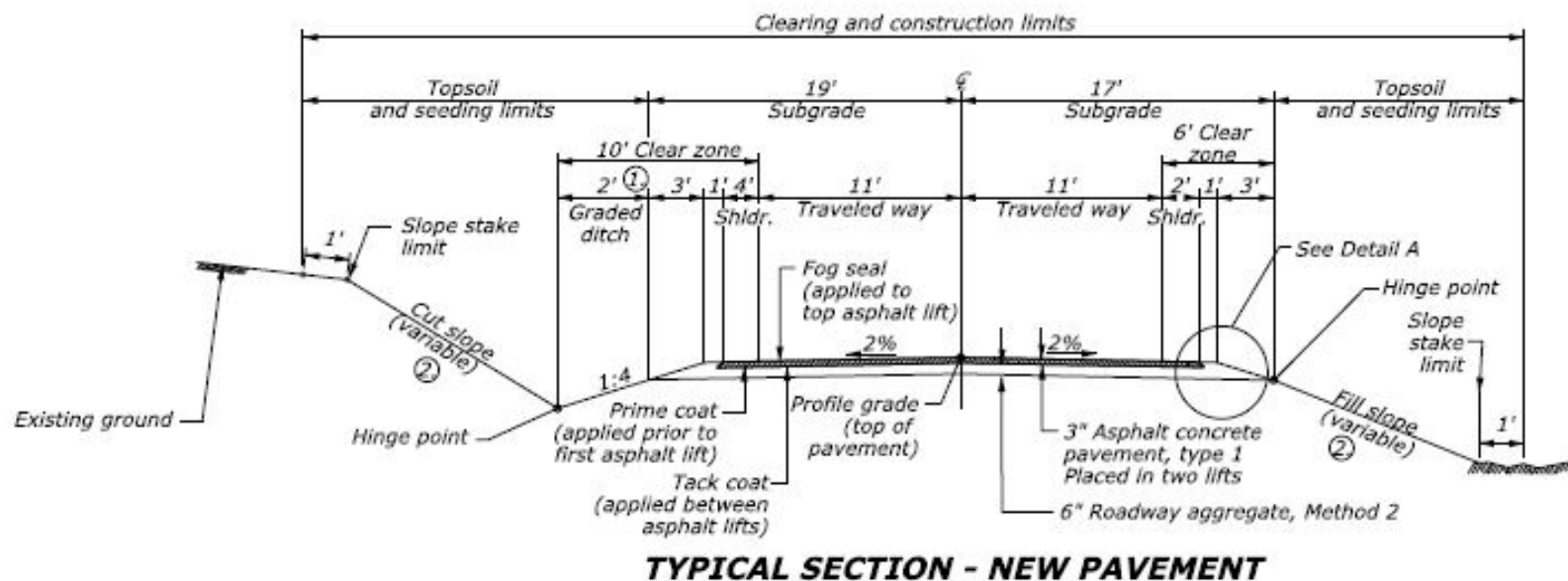
FLAP Grant

- ▶ Carson City submitted and awarded Federal Lands Access Program Grant in 2018.
- ▶ Grant amount is \$3,707,000.
- ▶ Design is being completed by Central Federal Lands Highway Division

PROJECT ELEMENTS & CONCERNS

▶ Roadway Width

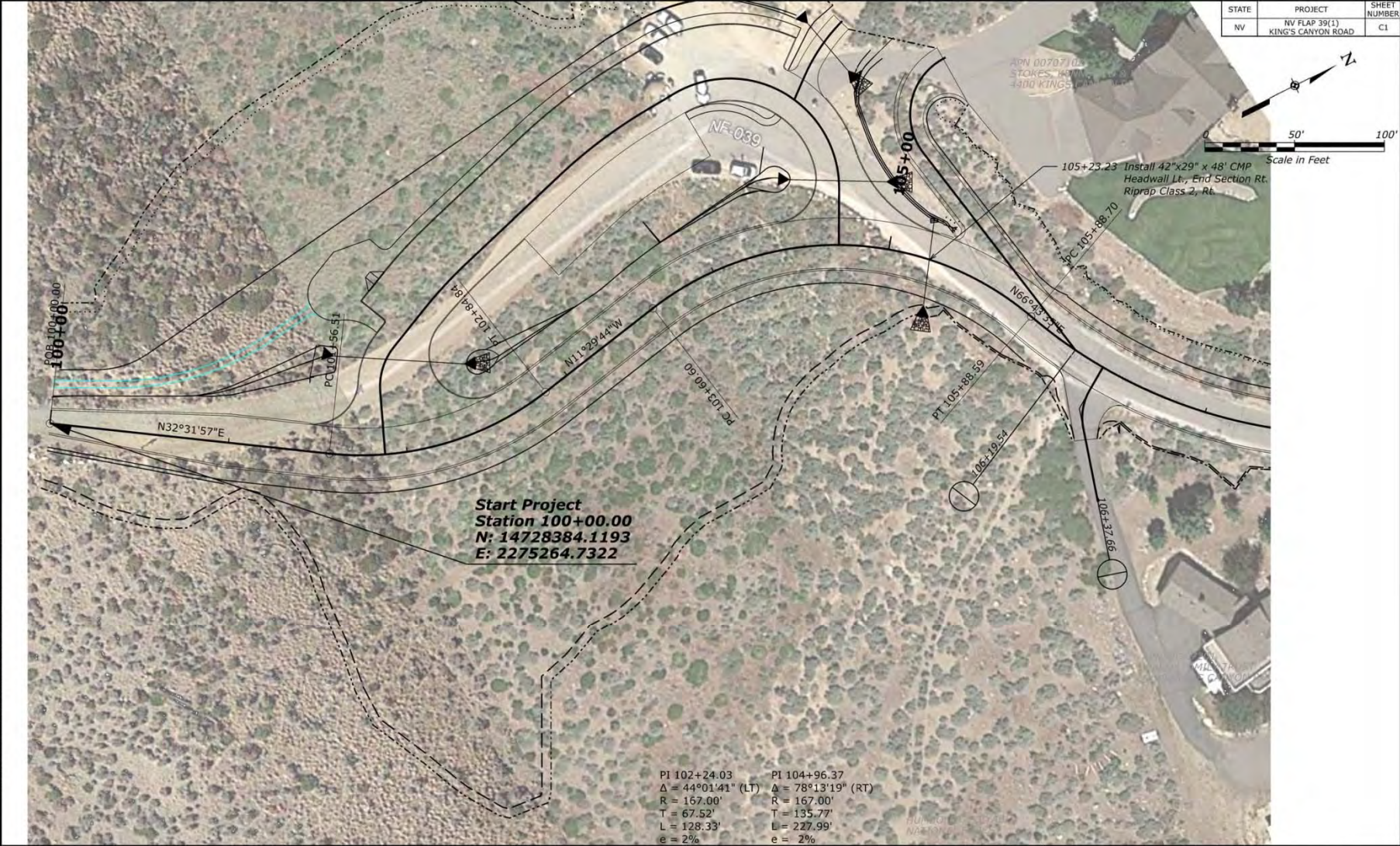
- Existing is generally between 18–24 feet
- Proposed to be 30 feet
- Two 11-foot travel lanes
- 4-foot bike lane/shoulder on the left/uphill side
- 2-foot paved shoulder on the right/downhill side



PROJECT ELEMENTS & CONCERNS

- ▶ Speed
 - To be posted at 30 mph
- ▶ Environmental
 - Categorical Exclusion
- ▶ Storm Drainage
 - New roadside ditches and driveway culverts
- ▶ Lower Creek Crossing
 - New headwall and pedestrian railing
- ▶ Trailhead Parking
 - 30 parking spots with an area for trailer parking
- ▶ Trail
 - New kiosk, trailhead location, bathroom

TRAILHEAD PARKING AREA



**KING'S CANYON ROAD
PLAN SHEET
100+00.00 to 106+50.00**

PLANS

STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	C3



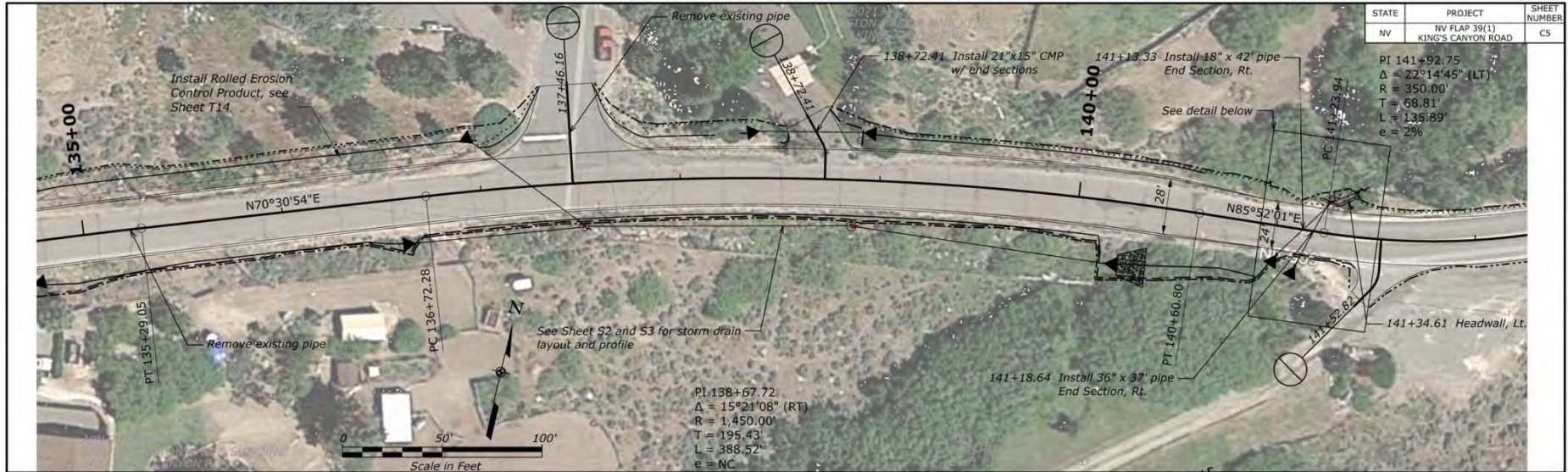
**KING'S CANYON ROAD
PLAN SHEET
106+50.00 to 120+30.00**

PLANS



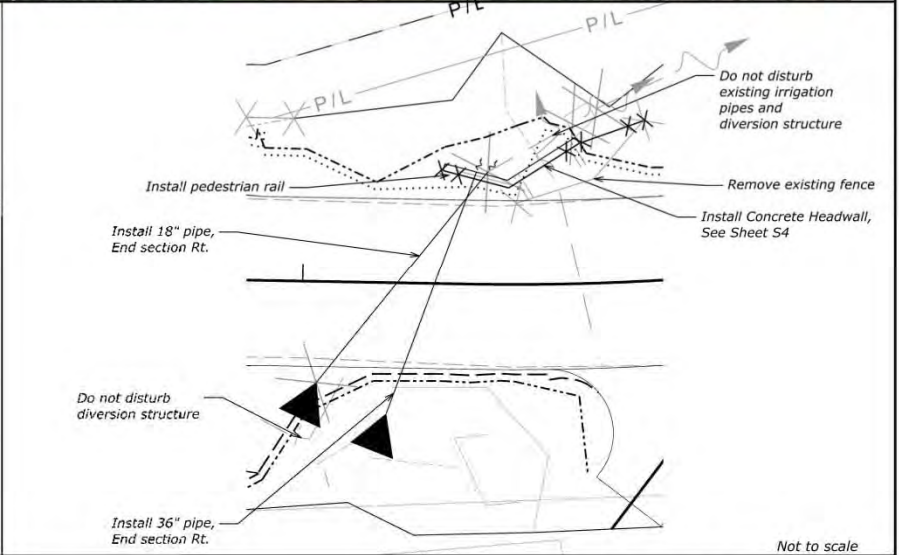
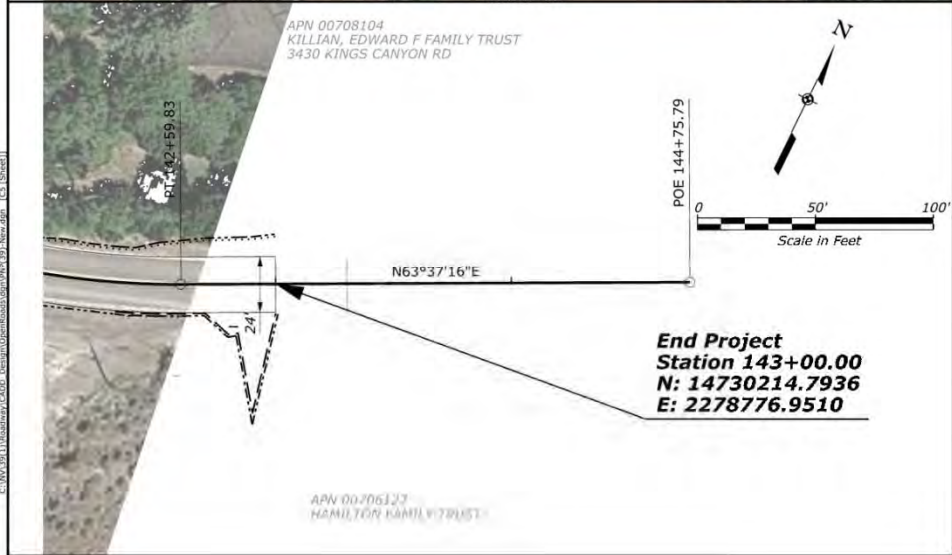
C:\NV\39(1)\Roadway\CADD_Design\OpenRoads\plan\39-120.dgn [C4] Sheet1

PLANS



STATE	PROJECT	SHEET NUMBER
NV	NV FLAP 39(1) KING'S CANYON ROAD	CS

PI 141+92.75
 $\Delta = 22^\circ 14' 45''$ (LT)
 $R = 350.00'$
 $T = 68.81'$
 $L = 135.89'$
 $e = 2\%$



KING'S CANYON ROAD
PLAN SHEET
135+00.00 to 143+00.00

C:\V\0391\Library\CADD - Design\Drawings\Sheet\391-New.dwg (CS - Sheet1)
 28 May 2020 7:33 AM

ONGOING ACTIVITIES

- Right-of-way coordination with property owners
- Coordination with NV Energy and other utilities for pole relocations.
- Following comments, progress the design from 70% to 90%



Dirk Goering

From: Suzanne Barulich <sbarulich@gracenevada.com>
Sent: Sunday, May 31, 2020 7:51 AM
To: Dirk Goering
Subject: Re: Kings Canyon Project

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Dear Mr. Goerig:

I received your letter regarding the road construction Project in Kings Canyon. It is very difficult to tell from the maps online exactly how this will impact my property and an artist's rendering of the current road with the new road and improvements would have been nice to add to the plans. What I assume is that my current driveway with culvert and all my adjoining access gates to the road will be greatly affected since the project will widen the road to 28' and also put in ditches along both sides of the road. I also noticed that the under the road culvert will be removed, which will not be a problem if there are ditches all the way down to the stream. Several houses have paved culverts and there is no way to widen the road without having an impact on their driveways as well. First, I would like to know specifically how increasing the roadway at my driveway about 8-10' will affect my property. I believe anyone else in the Canyon who is going to have their driveways affected should be directly informed before this project is approved. Many people may be like me and have not gone online until now to see the project.

The project looks as if you plan to straighten the road. I am really opposed to that concept. The road has many hikers and bikers and also we have many deer crossing the road right here at my property. This is a scenic road and should be kept with its turns and bends to prevent cars from going any faster than they already go. Straightening the road will increase speeds on the road for both cars and bikers. We have had no deaths on this section of road. This road is not a thoroughfare. This is a scenic country road with many people who actually stop in front of my property to watch the deer. Why does the city want to change our country road? Do you think it will improve the access? As a hiker myself, I much prefer to go to a trailhead that seems out of the way. That is the fun of it. We don't need striped lines and bike lanes. The road has been safe all these years.

The project shows bathrooms/outhouses at the end of the road. I cannot understand why we need outhouses at the trailhead. My family and I have walked the trails and biked in the canyon for these last 20 years. Even with the children, we have never needed to use a bathroom while hiking and biking. This is a short trail. I would like to suggest that you delete the bathrooms. Bathrooms are

I must say that a parking lot is needed. Whenever I have walked up the road, the trailhead is packed with cars. Is there a way to build a parking lot that doesn't impact my neighbors, the Stokes? The trail is narrow and no fun to be on if there are too many people at one time. The trail is not very long, so people will come for 30 minutes or 1 hour and then leave. I don't know what the number of spaces should be, but it would be good to have someone study how many people can really be on the trail comfortably at one time and limit the number of parking spaces.

When are the meetings for public comment so changes could be made? When is this plan slated for approval?

Thank you for your time.

Suzanne Barulich
3637 Kings Canyon Rd.
Carson City, NV 89703
775-230-6158

Dirk Goering

From: CHICK CLEMMENSEN <chickclem@yahoo.com>
Sent: Tuesday, May 26, 2020 9:24 PM
To: Dirk Goering
Subject: Project Changes

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Dirk Goering
Kings Canyon Project Manager

May 26, 2020

After our phone discussion today and your assurance there is room to significantly modify the Canyon Project; per your request, I am detailing our suggestions for review. As you will note, they are broad and substantial. But they originate from both a deep concern for public welfare (which you no doubt share), and combined real life daily experience living in this somewhat unique area observing its blessings and hazards (not excluding major fires, accidents and even multiple severe injury highway incidents).

As regards specific issues: First is the Plan to markedly increase parking with new toilettes. The present problem is overuse of the poorly planned Waterfall Trail; not too little parking. The Waterfall is beautiful and should be enjoyed by all, but it must also be preserved as a fragile place of beauty and serenity for all. Pressure from overuse even before Covid was not only damaging the Trail and destination, but also painful for resident neighbors of the Trail. Our City caused the problem building the New Trail (both in its questionable location, and then in extensive promotion without sufficient regard for impact). Now we have a Project—more parking, many more visitors to the Trail, and an unnecessary modern two stall out house. Unfortunately, a Plan with more potential for harm than good. Epitomizing our plight; recently City Parks (who endorse the current Project Plan without reservation) was challenged with a Governor's directive to close public gathering venues due to Covid. Yet Parks steadfastly refused to temporarily close the Waterfall Trail (per Governor Sisolak's Covid order), even though more than 100 visitors crowded the ¼ mile trek and tiny view area on a daily basis. Parks inaction denotes a lack of concern for our visitors, this Canyon, its resources, its residents, and public safety!

We insist (as it seems we must) the Plan be amended to provide improved parking for **no more than fifteen** (15) cars at road's end (not 40 cars and truck trailers). Relocate the Waterfall Trailhead at least 1000 feet up the Forest Service road (closing the current Waterfall Trailhead and restoring the damaged hill side and banks). If necessary, widen the Forest Service Road to accommodate several trucks and trailers but do not allow them in car parking. Close all City parking at 9☺) pm with ticketing and policing. Establish "No Parking", "Tow Away" zones at least 1000 ft before the

Road's end. And permanently increase Park Ranger manpower, committing at least a 50% presence at the Trailhead and on the Trail (to help protect the City's water source along with the integrity of the trail and adjacent wildlands--essentially all deeded City property). As an option, the "old" Waterfall Trail could be restored if needed. Flush the Bathroom Plan.

As regards the Project's Road improvements—scrap them, they are too dangerous! First, do not significantly widen or add a bike lane (as long as there isn't one for bikes on the narrow lower Canyon historically hazardous road). Instead, resurface the road as is, and fix the dangerous recently constructed narrow lower Creek crossing. Do nothing (other than surface repair) that will falsely increase driver's comfort (and speed), or reduce their **extreme caution** for the numerous hikers, dog walkers, bicyclists, deer and deer watchers, partying teens, entering cars, the rare horse, and frequent descending high speed coasters. Ditch the present Plan to turn the Canyon Road into a higher speed, striped, or wider seemingly safe Highway to Heaven.

Speaking of Ditches: the Upper Canyon and its short Road have survived major flood events with minimal damage over more than 30 years. The existing road ditches need cleaning and intersecting culverts need clearing, repair and some replacement (or for a few, placement). The City used heavy equipment to divert natural drainage from its large parcel to the north of the Road above Canyon Dr. into the Roadside ditch some years ago. Excess water from that diversion is now undermining a short segment of the Road above Canyon Dr. This needs to be fixed (should be an easy solution with minimal damage). The upper Creek crossing culvert should be replaced to accommodate higher flows, and the Creek downstream inspected to eliminate any illegally constructed diversions possibly impacting flood risks. Project Plans for new ditches and changed flow patterns would pose renewed concerns for erosion together with increased hazards to cyclists and even vehicles with potentially higher speeds. New Ditches are not needed!

And then (NOW) there is Fire!

Those who have resided in the Canyon for thirty plus years can attest to a nervous stomach with every passing summer storm, or late night caravan of teen revelers headed up the Road for a party, or campers with fires and no one to answer Forest Service phones. Wildland fire is an ever-present consideration for all of us who choose this interface with nature. We take every precaution to safeguard our families, animals, homes, and visitors. We accept some risk, but we also understand increased recreational use of the Canyon mandates a higher level of preparedness and more policing. The Canyon is a trap for all, residents and visitors alike during fire season. Encouraging larger numbers of visitors and their vehicles to park at a flash point where they may easily be trapped by fire is a recipe for bad consequences. Good sense would mandate the presence of fire suppression vehicles and personnel in the immediate area together with other precautions. None Planned and None feasible. Fire and wind (common here) is a call to run for your lives. The resulting chaos with lives at risk begs disaster. Why not build a bigger trap, if we can, with money from a Federal Access Improvement Project grant? Why, indeed?

Yes, these changes are substantial. They will save lives and may spare a few severe injuries. The Road does need work and a better Trailhead and Trail will enhance (not detract) from our visitor experience while also protecting our residents. A Project to the benefit of all with minimal risk of harm. And a Project of substantially lower cost (injuries, lives and dollars) can only be a great prospect as we face still unknown consequences from the ongoing pandemic.

Respectfully,

Charles Clemmensen

PS: The June 15th and 18th meetings you advised me of today may not provide sufficient time for a fair response to the issues from us. Please forward the agendas and details of these meetings.

Dirk Goering

From: SCOTT KULLA <kullacc@msn.com>
Sent: Monday, May 25, 2020 6:56 AM
To: Dirk Goering
Subject: Kings Canyon Road Project

Follow Up Flag: Follow up
Flag Status: Flagged

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Dear Mr. Goering - I was anticipating the rescheduled meeting of Feb, 2020 for community input and did not receive communication about it. Will there be a time for residents to give input to this valuable project? You have already received some of my input but it does not seem to have been incorporated.

- 1) Concern over traffic - both volume and speed
- 2) Concern over usage - trash, degradation of the hillside by hikers who abandon the trails, overcrowding of the waterfall site, pollution of the city water supply
- 3) Concern for impact to adjacent houses

I would like an opportunity to make my concerns known and addressed. Please let me know if there will be a public meeting to address this as the meetings which were announced did not take place as originally notified.

Thank you,

Scott Kulla

"Freedom of speech is the only effectual guardian of every other right." John Adams

Dirk Goering

From: Vicki Preston <vprestncpa@aol.com>
Sent: Sunday, May 24, 2020 8:04 AM
To: Dirk Goering
Subject: Kings Canyon Road Reconstruction project

Follow Up Flag: Follow up
Flag Status: Flagged

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Mr. Goering,

We are in receipt of your letter dated May 22, 2020 to property owners adjacent to this project.

It appears from your 70% design plans that you are planning on widening the road at our location by significantly encroaching on our property.

At this time we request an on-site meeting to discuss how this project impacts our property located at 3550 Kings Canyon Road.

Thank you,
Vicki and Marc Preston
775-560-0109

Dirk Goering

From: CHICK CLEMMENSEN <chickclem@yahoo.com>
Sent: Friday, April 10, 2020 9:08 AM
To: Dirk Goering
Cc: Bob Crowell; Darren Schulz
Subject: Kings Canyon Proposed Trailhead Expansion
Attachments: darrenschulz.pdf

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

April 10, 2020
Mr. Goering

Hopefully you remain safe and well. No doubt you are busy, but I am still awaiting a copy of the Kings Canyon proposal document you promised when we last spoke by phone on 2 April. And I look forward to reviewing the information you described. In the interim, I yesterday mailed the director of Public Works a short summary of our concerns and will copy you.

As we continue to focus on more immediate concerns of SARS cov-2 and Covid-19, Governor Sisolak's almost daily updates and edicts provide helpful perspective. He did expand by executive order his precautionary measures yesterday to include the closure all Nevada Golf Courses.

In line with our Governor's efforts to insure our public health and welfare, I might suggest Carson City consider the immediate closure of the Kings Canyon Waterfall Trail. With spring weather, Covid restrictions, and interest in outdoor activity increasing rapidly; recent daily congestion and almost shoulder to shoulder visitor traffic focused on the Waterfall Trail might be considered an even greater Covid threat than a visit to the golf course. Closure could be rapidly accomplished with signage and closer Park Ranger monitoring. Safer outdoor activity in the area exclusive of the Waterfall Trailhead need not be affected, while protecting the public from unnecessary close exposure on a congested trail and also continuing to insure the integrity of our water supply during our current emergency.

We appreciate your continuing efforts to keep our City and citizens safe, happy and healthy,

Charles Clemmensen, MD

Dirk Goering

From: CHICK CLEMMENSEN <chickclem@yahoo.com>
Sent: Friday, April 10, 2020 10:56 AM
To: Dirk Goering
Subject: Re: Kings Canyon Proposed Trailhead Expansion

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Thank you Dirk. The timeline is helpful and I shall review the attachments.
Chick Clemmensen

Chick

On Apr 10, 2020, at 10:27 AM, Dirk Goering <DGoering@carson.org> wrote:

Dr. Clemmensen,

Thanks for the friendly reminder. Please find below and attached information you requested.

- Attached is the copy of the FLAP Grant application and in the zipped folder, all the supporting documents.
- Below is a short timeline of the project starting with submittal of the application up to the present.
 - The application was submitted in 2017, with support from the Carson City Regional Transportation Commission (RTC), the Carson City Open Space Advisory Committee, and the Parks and Recreation Commission.
 - In August 2018, the Carson City RTC approved an agreement with Central Federal Lands.
 - In September 2018, the City sent a letter to 93 property owners who use this portion of Kings Canyon as access – the letter introduced the project and informed residents that survey teams may be on site.
 - In April 2019, the City received 30% design plans.
 - A second letter was sent to the same 93 property owners inviting the residents to meet with staff.
 - Design plans were placed in the library and at public works.
 - 30% design plans remain available online at the link below:
 - <https://www.carson.org/government/departments-g-z/public-works/transportation/documents1>

- 70% design plans will be available at this location in the future.
- In October of 2019, the Open Space Committee and Parks Commission provided comments on the design of the trailhead.
- In January of 2020, staff received 70% plans for review. Due to the number of comments from staff, revised 70% plans were requested. Staff is anticipating plans sometime in April.
- Once plans have been received, the revised 70% plans will be presented at the following three public meetings - Regional Transportation Commission (RTC), the Carson City Open Space Advisory Committee, and the Parks and Recreation Commission.
 - Here is a link to the City's calendar of events - <https://www.carson.org/government/meetings-and-events>
- Please find below a link to past and future agendas for the Carson City Regional Transportation Commission. As we discussed, Item 7-C is the Project Status Report where staff provides updates to the Commissioners bi-monthly on all transportation capital projects, including the Kings Canyon FLAP project. The Project Status Report is typically the last document in the packet.
 - <https://www.carson.org/government/departments-g-z/public-works/transportation/meetings/rtc-agendas/2020-rtc-agendas>

If I missed anything you requested, please let me know. Staff appreciates your comments, and looks forward to discussing the project with you as it moves forward.

Dirk

Dirk Goering, AICP
Senior Transportation Planner
[Carson City Public Works Department/](#)
[Carson Area Metropolitan Planning Organization](#)
[3505 Butti Way](#)
[Carson City, NV 89701](#)
Ph: 775-283-7431
Cell: 775-450-3039 (Working from home until further notice)
Fx: 775-887-2112

From: CHICK CLEMMENSEN [mailto:chickclem@yahoo.com]
Sent: Friday, April 10, 2020 9:08 AM
To: Dirk Goering
Cc: Bob Crowell; Darren Schulz
Subject: Kings Canyon Proposed Trailhead Expansion

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

April 10, 2020
Mr. Goering

Hopefully you remain safe and well. No doubt you are busy, but I am still awaiting a copy of the Kings Canyon proposal document you promised when we last spoke by phone on 2 April. And I look forward to reviewing the information you described. In the interim, I yesterday mailed the director of Public Works a short summary of our concerns and will copy you.

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In line with our Governor's efforts to insure our public health and welfare, I might suggest Carson City consider the immediate closure of the Kings Canyon Waterfall Trail. With spring weather, Covid restrictions, and interest in outdoor activity increasing rapidly; recent daily congestion and almost shoulder to shoulder visitor traffic focused on the Waterfall Trail might be considered an even greater Covid threat than a visit to the golf course. Closure could be rapidly accomplished with signage and closer Park Ranger monitoring. Safer outdoor activity in the area exclusive of the Waterfall Trailhead need not be affected, while protecting the public from unnecessary close exposure on a congested trail and also continuing to insure the integrity of our water supply during our current emergency.

We appreciate your continuing efforts to keep our City and citizens safe, happy and healthy,

Charles Clemmensen, MD

<NEVADA FLAP APP 2017 CARSON CITY KINGS CANYON.PDF>
<FLAP_120717_FinalApp.zip>

Dirk Goering

From: SCOTT KULLA <kullacc@msn.com>
Sent: Tuesday, February 18, 2020 4:02 PM
To: Dirk Goering
Subject: Re: Kings Canyon Road

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Thank you

Scott Kulla

"Freedom of speech is the only effectual guardian of every other right." John Adams

From: Dirk Goering <DGoering@carson.org>
Sent: Tuesday, February 18, 2020 12:07 PM
To: SCOTT KULLA <kullacc@msn.com>
Subject: RE: Kings Canyon Road

Hello Scott,

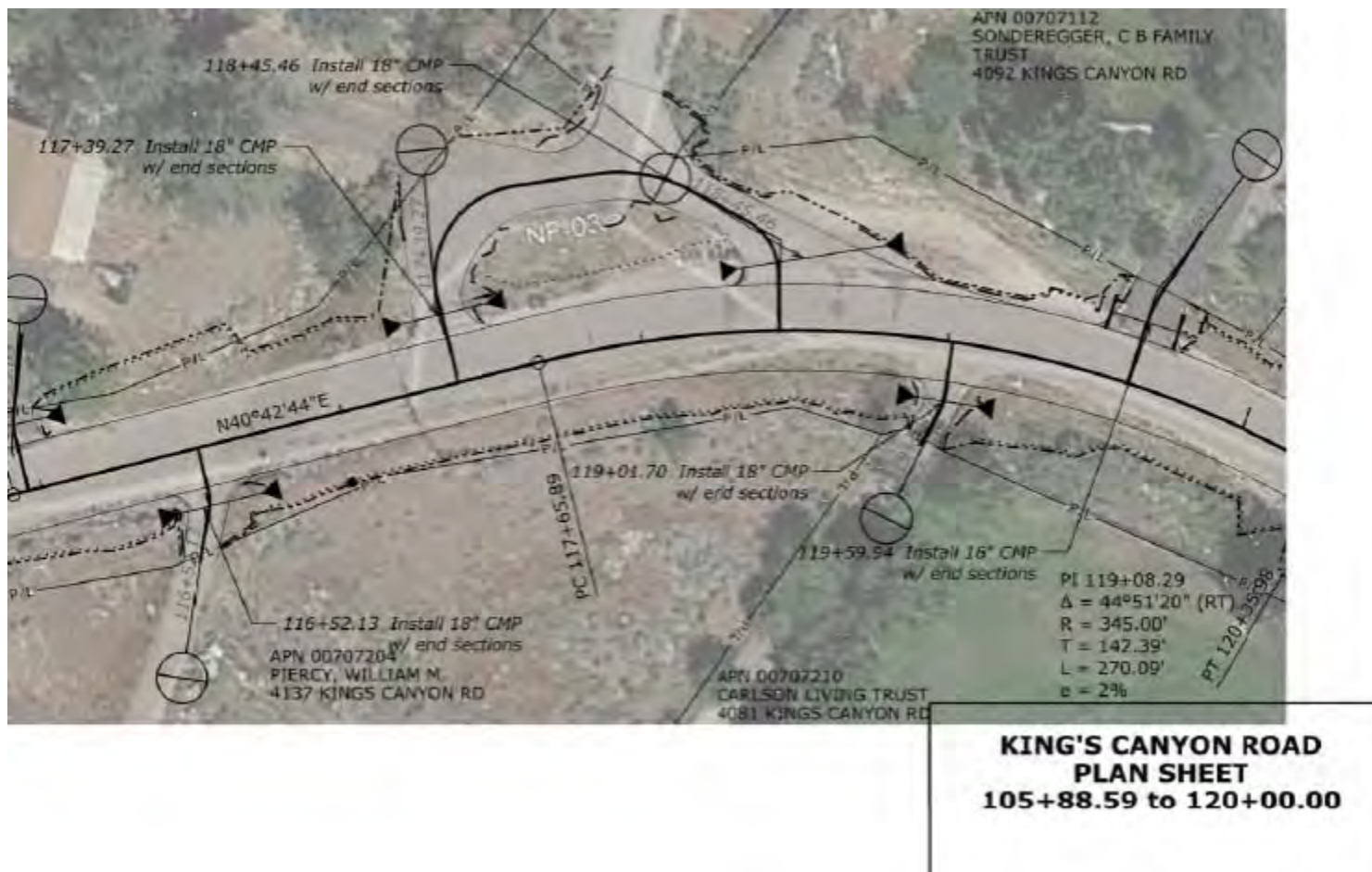
I was unaware that you were waiting on an official response. If my memory is correct, we chatted on the phone. Please find below comments to your questions:

- *You asked: As a resident on that road I would like to ask if speed control has been considered. Cars routinely pass my house at speed in excess of the limit and as you know there was a fatal crash about 2 years ago.*
 - *Staff response: staff is currently reviewing design plans and are evaluating a speed limit between 25 MPH and 30 MPH. The current posted speed limit is 35 MPH, and may not match the current geometry of the road, from a design speed stand point. Your point on the fatality is well received, but please know the fatality was out of the limits of this project.*
- *You asked: The access road (Bobcat Lane) to my house at 4180 Kings Canyon is not maintained. I know it is an easement but wonder if the property owner might consider annexation and paving.*

- Staff response: Annexation and paving of your access road is out of the scope of this project. This was not part of the original scope or within the current budget. However, the turnaround area just south of your parcel, is planned to be improved with pavement and drainage improvements at this point. See picture below. Furthermore, as the City does not own this property, you will need to work with your adjacent property owners.

I hope this addresses your questions.

Dirk



Dirk Goering, AICP
Senior Transportation Planner
[Carson City Public Works Department/](#)
[Carson Area Metropolitan Planning Organization](#)
[3505 Butti Way](#)
[Carson City, NV 89701](#)
Ph: 775-283-7431
Fx: 775-887-2112

From: SCOTT KULLA [<mailto:kullacc@msn.com>]
Sent: Saturday, February 15, 2020 7:01 AM
To: Dirk Goering
Subject: Kings Canyon Road

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Mr. Goering -

I received the latest update letter about the Road Project on Kings Canyon. I wrote you on 4/30/2019 about this project. I still have the same concerns and would like to know how they might be addressed. Here is a copy of my last email:

Thank you for the communication on the Kings Canyon Road and trailhead project. As a resident on that road I would like to ask if speed control has been considered.

Cars routinely pass my house at speed in excess of the limit and as you know there was a fatal crash about 2 years ago.

Also, the access road (Bobcat Lane) to my house at 4180 Kings Canyon is not maintained. I know it is an easement but wonder if the property owner might consider annexation and paving.

I look forward to hearing back from you.

Scott Kulla

"Freedom of speech is the only effectual guardian of every other right." John Adams

Dirk Goering

From: SCOTT KULLA <kullacc@msn.com>
Sent: Tuesday, April 30, 2019 7:24 AM
To: Dirk Goering
Subject: Kings Canyon Road

Categories: Green Category

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Mr. Goering,

Thank you for the communication on the Kings Canyon Road and trailhead project. As a resident on that road I would like to ask if speed control has been considered.

Cars routinely pass my house at speed in excess of the limit and as you know there was a fatal crash about 2 years ago.

Also, the access road to my house at 4180 Kings Canyon is not maintained. I know it is an easement but wonder if the property owner might consider annexation and paving.

Third, am I able to contract with the paving company to pave my driveway while they have their machines up here? If so, how would I proceed?

Thank you for your help,

Sent from my iPhone

Darren Schulz
Director Public works
Carson City, Nevada

April 9, 2020

Mr. Schulz,

I have been in contact with Dirk Goering in your department regarding his vision for a Kings Canyon Project and my concerns thereof. I am especially concerned regarding issues of public safety, health, wellbeing, and environmental degradation as regards plans for Kings Canyon "improvements". My attempts to discuss the project and expand community input have been met with insurmountable enthusiasm to proceed full speed in acquiring Federal funds to move dirt and lay asphalt. Possibly an unfortunate expression of exuberance.

I believe there may be misinterpretation of an existent problem with access. Access primarily to the small but attractive waterfall on Kings Canyon Creek has recently become a problem due to relocation of the short trail and extensive media publicity. Increasing amounts of traffic resulting from the attraction have stressed immediate residents near the trailhead, created people and pet conflicts, subjected the Creek area to littering and contamination (possibly jeopardizing the integrity of a critical source of City water), increased the fire hazard, and significantly heightened the traffic risks for local residents, hikers and bicyclists on Kings Canyon Road.

We have a very limited resource in an attraction proximate to an important source for City water being overwhelmed by too many visitors; even more problematic at the moment with Covid concerns. Planning has a solution. What is it? Much expanded parking at the trailhead, bathrooms, trailer parking, and limited road improvements on a short section of roadway, though excluding the dangerous exclusive highway access to the Canyon. Thus solve the current problem of too many visitors with much more access, traffic and still more visitors. And celebrate! We may win a Federal grant to build it.

Given the multitude of possible hitches in this proposed solution, I believe we must pause for a reassessment. Perhaps there are alternative solutions for too many visitors currently. At the absolute least, the property owners, local residents, and interested community members must be consulted, and allowed to participate in planning for a solution to our visitor problem. A solution not to deny access, but to preserve a unique and beautiful resource for the future while not endangering the environment, wildlife, residents or visitors.

I appreciate your attention to this problem and am available to help in any way possible.

Respectfully,



Charles Clemmensen, MD
775-720-9811 C

//cc: Robert Crowell, Dirk Goering, Jenifer Budge

Dirk Goering

From: Kristin Stokes <kdknstokes@gmail.com>
Sent: Monday, April 29, 2019 11:51 AM
To: Dirk Goering
Subject: Stokes:Kings Canyon Rd Expansion

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Dear Dirk,

We would like to thank you and Gregg Berggren for taking the time to meet with us to explain the vision of the joint project between Carson City and the Federal Government for the expansion of Kings Canyon Road and trailhead parking.

Although this project will obviously impact our lives at the top of Kings Canyon, we appreciate your recognition of this and your willingness to try to minimize this impact. Some of your suggestions such as reconfiguring our driveway, fencing, and landscaping would definitely remove us from the bulk of public interaction and is something we would appreciate and consider.

However, we are receptive to the plan showing the restroom to be installed adjacent to the snowplow area at the southern end of the parking area and we are vehemently opposed to the plan installing the restroom right next to our property. We would like it to be as far away from our house as possible for obvious reasons!

We thank you for your attention to our concerns and we look forward to working with you as this project moves forward.

Best regards,
Kristin and Ken Stokes

Sent from my iPhone

Dirk Goering

From: Miya MacKenzie <miya.mackenzie@gmail.com>
Sent: Friday, October 5, 2018 12:12 PM
To: Dirk Goering
Subject: Kings Canyon road widening and trailhead

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Hi Dirk,
Thank you for your time on the phone. This is a followup to our phone conversation. I live on Kings Canyon Rd in the area you are making improvements. My request is to please make sure you are considering hikers and horseback riders with these improvements. I would like to point out that there are a lot of hikers that use this part of the road, and some horseback riders. Hikers always walk on the dirt on the side of the road rather than the pavement. Additionally, it is dangerous to ride a shoe'd horse on sloped pavement/asphalt as it is very slippery for the horse.

In considering who uses this part of Kings Canyon, you may be miscalculating the percentage of bike users vs hikers and horseback riders. Hikers and horseback riders do not have safe access to this part of Kings Canyon--unfortunately, the steep curved road with almost no shoulder just east of Longview cuts off safe access for hikers and horseback riders, with only somewhat safe passage for bikers. If there were a better dirt shoulder/path I believe more hikers and horse back riders would use it--even if you can't fix the shoulder around the steep curve--maybe you could build a path below it then it could catch back up to the road past the curve???

It seems more and more areas in west Carson City are becoming unusable for horses and unpleasant for hikers.

1. At the top of Kings Canyon, whoever is responsible for the road to the right (north) slurried the road so it is feels paved. It is now very slippery to hike down; I avoid this road when hiking (who wants to hike on pavement covered in pebbles so your shoes slide out from under you?), and it is downright dangerous for horses.
2. On Kings Canyon, the road to the left/south is fine for hiking, but when ATVs and motorcyces come roaring up or down road, it can get quite hair raising on a horse as one side of the road drops off dangerously.
3. The road up Ash Canyon has the same slippery treatment plus dangerous barbed wire fences, so that is cut off from horse use and unpleasant for hikers. I have never seen a person hike nor horseback ride on this road.
4. The entrance to the old sand pits off Winnie Lane--there is a narrow opening a slender horse can fit through. No luck there for larger horses. If you have an incredibly well-trained horse, you may get him to dance over the three logs, but it could easily end in disaster.

Please, keep our trails dirt/sand so they are usable for hikers and horseback riders. Carson City is a great place to live and has fantastic open space. I appreciate your efforts.

Sincerely,

Miya MacKenzie

--

Miya MacKenzie
miya.mackenzie@gmail.com
775.846.0112

Dirk Goering

From: SCOTT KULLA <kullacc@msn.com>
Sent: Friday, October 5, 2018 8:04 AM
To: Dirk Goering
Subject: Kings Canyon Road Project

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Mr. Goering -

Thank you for the notice about the road improvement to Kings Canyon! We are so happy to hear these plans. Living up in the canyon is very beautiful and we are happy that other CC residents are able to enjoy our great backyard!!

We look forward to the meeting where we can share ideas and possible concerns.

Thank you,

Scott Kulla

"Freedom of speech is the only effectual guardian of every other right." John Adams



STAFF REPORT

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

Meeting Date: June 10, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Cooperative Agreement No. PR232-20-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT) for the Northridge Drive Reconstruction Project for a total of \$1,041,748.00, to authorize the Transportation Manager to execute the agreement, and to authorize the RTC Chair to execute future amendments to this agreement regarding time extensions or a change in the value of funding up to 10% of the initial funding amount.

Staff Summary: In February 2020, the Carson City RTC approved the allocation of Surface Transportation Block Grant (STBG) funds to the Northridge Drive Reconstruction Project. This agreement will require a 5% local match of \$52,088, to leverage \$989,660 in STBG Funds for the project located in Performance District 2.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to authorize the Transportation Manager to execute the agreement as presented, and to authorize the RTC Chair to execute future amendments to the agreement regarding time extensions and changes in funding up to 10% of the initial funding amount.

Background/Issues & Analysis

The agreement authorizes Carson City RTC to seek reimbursement through NDOT for work completed on the Northridge Drive Reconstruction Project. The project includes pavement reconstruction between Carriage Crest Drive and Eastridge Drive for Performance District 2. The STBG funded portion of the project will be used for construction activities including reconstruction of the roadway, replacement of non-compliant ADA curb ramps, and material testing. The funding associated with this agreement is for construction only. Design is being completed by City staff and is not reimbursable. Regional Transportation Funds in the amount of \$93,252 are being used to fund the design, survey, and geotechnical analysis as well as a portion of the Construction Management. The total estimated cost of the project is \$1,135,000. Construction is anticipated to start in spring of 2021.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Regional Transportation fund, Capital Projects – Construction Account / 2503035-507010, Project #P303519014;

Is it currently budgeted? Yes No

If approved, the agreement will require \$52,088 in local match. The project will receive \$989,660 in grant revenues. An additional \$93,252 in local funding is being used, noted on page 6 of the agreement (Exhibit-1) as “City Funds not included in this Agreement...,” for City design tasks. The \$93,252 for design tasks has been transferred from the Transportation Infrastructure account to the project account as part of the FY 20 Budget. The \$52,088 in local funding for the required 5% local match is included in the FY 2021 Budget.

Alternatives

N/A

Supporting Material

-Exhibit-1: Cooperative Agreement No. PR232-20-063

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Highway Agreement PR232-20-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
NORTHRIDGE DRIVE RECONSTRUCTION PROJECT

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

WITNESSETH:

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

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

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

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY is willing to agree to advertise, award, and manage construction of Northridge Drive Reconstruction Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson City Regional Transportation Commission for Federal Surface Transportation Block Grant (STBG 5K-200K) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 73787152 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and

State regulations and policies.

3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Nine Hundred Eighty-Nine Thousand Six Hundred Sixty and No/100 Dollars (\$989,660.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

7. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

8. To provide an overall Disadvantaged Business Enterprise (DBE)/Small Business Enterprises (SBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE/SBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

9. To review the DBE/SBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

10. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

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

12. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

13. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

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

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

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

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

ARTICLE II - CITY AGREES:

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

2. To provide the design for the PROJECT at no cost to the PROJECT.

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

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

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

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

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

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

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

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

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

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

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

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

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

17. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

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

19. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Fifty-Two Thousand Eighty-Eight and No/100 Dollars (\$52,088.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

20. To accept maintenance responsibilities for the pavement reconstruction, ADA/pedestrian and utility improvements constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

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

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2022, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

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

to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 52,088.00
Construction Costs:	\$ <u>984,660.00</u>

Total Estimated PROJECT Costs: \$ 1,041,748.00

Available Funding Sources:

Federal STBG Funds:	\$ 989,660.00
CITY Match Funds:	\$ <u>52,088.00</u>

Total PROJECT Funding: \$ 1,041,748.00

Additional CITY funds not part of this AGREEMENT \$ 93,252.00

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

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

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior

rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

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

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

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

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

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

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Kelina Wong, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
E - mail address: kwong@dot.nv.gov

FOR CITY: Chris Martinovich, P.E. Transportation Engineer
Carson City Public Works

3505 Butti Way
Carson City, NV 89701
Phone:775-283-7367
Fax: 775-887-2112
E -mail: cmartinovich@carson.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

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

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

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

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

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

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

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct

performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any

such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Carson City Regional Transportation
Commission

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

Lucia Maloney
Transportation Manager

Director

Attest:

Approved as to Legality & Form:

Aubrey Rowlett
Clerk-Recorder

Deputy Attorney General

Approved as to Form:

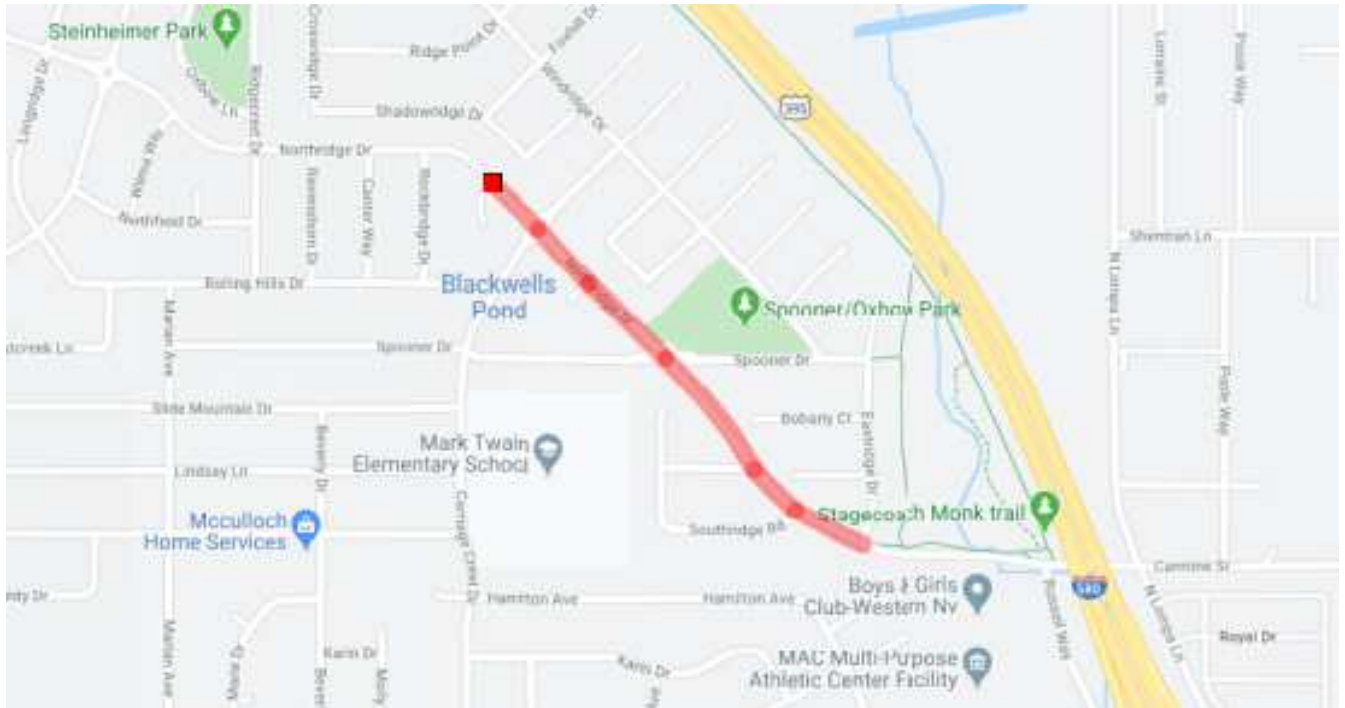
Deputy District Attorney

ATTACHMENT A

SCOPE OF WORK

NORTHRIDGE DRIVE RECONSTRUCTION PROJECT

The scope of work for the Northridge Drive Reconstruction Project includes full depth pavement reconstruction, ADA curb ramp improvements, sidewalk, sub-grade drainage, ground water mitigation, and utility cover adjustments. The limits of the project area is depicted in the drawing below.



Attachment C

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

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

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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STAFF REPORT

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

Meeting Date: June 10, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding the Interlocal Cooperative Agreement between the Carson Area Metropolitan Planning Organization, RTC, and the Carson City Board of Supervisors.

Staff Summary: The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify approval authority of each agency/organization.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the amendment as presented.

Background/Issues & Analysis

The existing Interlocal Agreement was last amended April 18, 2013. The proposed amendment updates the Agreement and clarifies approval authority of each agency/organization.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.110; NRS 277.180

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives

Decline to approve the amendment and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Proposed Amendments to CAMPO/RTC/BOS Interlocal Agreement

-Exhibit-2: CAMPO/RTC/BOS Interlocal Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL COOPERATIVE AGREEMENT

An Interlocal Agreement defining the respective responsibilities of the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization.

This Agreement is ~~dated this _____ day of _____, 2020~~2013, made by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph 8 to "CAMPO AGREES;" paragraph 16 to "REGIONAL TRANSPORTATION COMMISSION AGREES;" and paragraphs 13-15~~16~~ to "CITY AGREES;" and adding the section ALL PARTIES AGREE.

WITNESSETH

Whereas, Carson City (~~hereinafter~~ "City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

Whereas, the Carson City Board of Supervisors (~~hereinafter~~ "Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

Whereas, the Carson City Regional Transportation Commission (~~hereinafter~~ "RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

Whereas, the Carson Area Metropolitan Planning Organization (~~hereinafter~~ "CAMPO") is a special purpose organization created through federal regulation, and

Whereas, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

Now, ~~Therefore~~therefore, in consideration of the premises and the covenants herein contained, ~~it is the Parties~~ agreed as follows:

CAMPO AGREES

1. To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
2. To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the

- respective modal elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.
3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
 4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
 5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
 6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
 7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area – as well as other FTA funds through NDOT – for the purpose of delivering public transportation projects.
 8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

REGIONAL TRANSPORTATION COMMISSION AGREES

1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
2. To provide policy direction for street maintenance activities for the Street Operations Division of Public Works, including recommending annual budget requirements to City and Supervisors.
3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water and sewer funds, provided that those other funds were previously budgeted by the City.
4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.

7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.
8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
- ~~15. To review proposed Right of Way abandonments within Carson City and make recommendations to the Board of Supervisors for the disposition of such property.~~
- 16-15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

CITY AGREES

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.
4. To authorize RTC to act in-on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works

Department based on the approved budget and policies established by City and Supervisors.

5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and procurement, legal services, human resource and other required support for the timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
12. To administratively hold title to property on behalf of CAMPO, the grantee – including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services – and to relinquish such title to CAMPO in the event this Agreement is terminated.
13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
- ~~14-16.~~ To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

ALL PARTIES AGREE

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party without cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. 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 Parties 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. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred 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 matter.
4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
7. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
9. No Party shall be deemed to be in violation of this Agreement 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 the Agreement after the intervening cause ceases.
10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement. ~~This Agreement is effective from the date given above in perpetuity. This Agreement may be~~

~~terminated in its entirety by any of the parties serving notice of intent to terminate the Agreement.~~

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

| ~~Charles Des Jardins~~[Mark Kimbrough](#), Chairman Date _____

Carson City Regional Transportation Commission

| ~~John McKenna~~[Brad Bonkowski](#), Chairman Date _____

Carson City Board of Supervisors

Robert Crowell, Mayor Date _____

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INTERLOCAL COOPERATIVE AGREEMENT

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This Agreement is made by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph 16 to "CITY AGREES" and adding the section ALL PARTIES AGREE.

WITNESSETH

Whereas, Carson City ("City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

Whereas, the Carson City Board of Supervisors ("Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

Whereas, the Carson City Regional Transportation Commission ("RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

Whereas, the Carson Area Metropolitan Planning Organization ("CAMPO") is a special purpose organization created through federal regulation, and

Whereas, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

Now, therefore, in consideration of the premises and the covenants herein contained, the Parties agree as follows:

CAMPO AGREES

1. To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
2. To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the respective modal elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.

3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area – as well as other FTA funds through NDOT – for the purpose of delivering public transportation projects.
8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

REGIONAL TRANSPORTATION COMMISSION AGREES

1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
2. To provide policy direction for street maintenance activities for the Street Operations Division of Public Works, including recommending annual budget requirements to City and Supervisors.
3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water and sewer funds, provided that those other funds were previously budgeted by the City.
4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.
7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.

8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

CITY AGREES

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.
4. To authorize RTC to act on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and procurement, legal services, human resource and other required support for the

- timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
 7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
 8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
 9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
 10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
 11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
 12. To administratively hold title to property on behalf of CAMPO, the grantee – including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services – and to relinquish such title to CAMPO in the event this Agreement is terminated.
 13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
 14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
 15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
 16. To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

ALL PARTIES AGREE

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party

- without cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. 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 Parties 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. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred 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 matter.
 4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
 5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
 6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
 7. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
 8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
 9. No Party shall be deemed to be in violation of this Agreement 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 the Agreement after the intervening cause ceases.
 10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

_____ Date _____
Mark Kimbrough, Chairman

Carson City Regional Transportation Commission

_____ Date _____
Brad Bonkowski, Chairman

Carson City Board of Supervisors

_____ Date _____
Robert Crowell, Mayor



STAFF REPORT

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

Meeting Date: June 10, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract No. 19300180, 2020 Long Line Program, to Intermountain Slurry Seal, Inc., for a total not to exceed amount of \$211,411.20 to be funded with Street Maintenance Funds.

Staff Summary: This contract is for all labor, materials, tools and equipment necessary for the Carson City 2020 Long Line Project. The project consists of placing approximately 1,252,750 linear feet of painted pavement markings using Nevada Type II water-based paint layout, traffic control, and all other incidentals need to complete project. The construction contract is for the base bid of \$192,192 plus a 10% contingency amount of \$19,219.20. The engineer's estimate was \$230,420.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to award the contract as presented.

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on May 5, 2020. Two bids were opened at approximately 11:30 am on May 26, 2020, via online Cisco Webex bid opening. Present during the bid opening were: Shahme Sarwar, Intermountain Slurry Seal; Kate Allen and Courtney Melhaff, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

<u>Name of Bidder</u>	<u>Total Base Bid</u>
Intermountain Slurry Seal, Inc.	\$192,192
Nevada Barricade & Sign Co., Inc.	\$215,000

Staff recommends award to Intermountain Slurry Seal, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Street Repairs Account / 2563038-500480 and Long Line Account / 2563038-500488, Project P303820002

Is it currently budgeted? Yes No

If approved, a budget transfer in the amount of \$211,411.20 will be processed from the FY20 Street Repairs Account into the FY20 Long Line Account, which will be rolled over into the FY21 Long Line Account.

Alternatives

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

Supporting Material

- Exhibit-1: 19300180 Bid Tabulation Report
- Exhibit-2: Draft Contract No. 19300180

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

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

<http://www.carson.org/index.aspx?page=998>

Notice to Contractors Bid# 19300180 - 2020 Long Line Program

Date and Time of Opening: May 26, 2020 @ 11:30am

Description				Bidder # 1		Bidder # 2	
				Intermountain Slurry Seal, Inc.		Nevada Barricade & Sign Co., Inc.	
BONDING Provided, \$, %, or no				5%		5%	
BIDDER acknowledges receipt addendums				Y		Y	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A							
1	Painted Pavement Marking 4-Inch Solid White Line	346000	LF	\$0.10	\$34,600.00	\$0.12	\$41,520.00
2	Painted Pavement Marking 4-Inch Broken White Line	130000	LF	\$0.06	\$7,800.00	\$0.06	\$7,800.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	61100	LF	\$0.10	\$6,110.00	\$0.12	\$7,332.00
4	Painted Pavement Marking 4-Inch Broken Yellow	17500	LF	\$0.06	\$1,050.00	\$0.06	\$1,050.00
5	Painted Pavement Marking 4-Inch Double Solid Yellow	280000	LF	\$0.16	\$44,800.00	\$0.22	\$61,600.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	130000	LF	\$0.12	\$15,600.00	\$0.17	\$22,100.00
7	Painted Pavement Marking 6-Inch Solid White Line	195000	LF	\$0.12	\$23,400.00	\$0.17	\$33,150.00
8	Painted Pavement Marking 8-Inch Solid White Line	68000	LF	\$0.16	\$10,880.00	\$0.22	\$14,960.00
9	Painted Pavement Marking 8-Inch Broken White	700	LF	\$0.08	\$56.00	\$0.10	\$70.00
10	Painted Pavement Marking 4-Inch Mini Skip White	900	LF	\$0.06	\$54.00	\$0.10	\$90.00
11	Painted Pavement Marking 6-Inch Mini Skip White Line	17100	LF	\$0.07	\$1,197.00	\$0.10	\$1,710.00
12	Painted Pavement Marking 8-Inch Mini Skip White	5600	LF	\$0.08	\$448.00	\$0.10	\$560.00
13	Painted Pavement Marking 12-Inch Solid White Line	550	LF	\$1.50	\$825.00	\$2.00	\$1,100.00
14	Painted Pavement Marking 12-Inch solid Yellow Line	300	LF	\$1.50	\$450.00	\$2.00	\$600.00
15	Traffic Control	1	LS	\$44,922.00	\$44,922.00	\$21,358.00	\$21,358.00
Total Bid Price (Schedule A)				\$192,192.00		\$215,000.00	
Total Bid Price written in words? y/n				N-waived		Y	
Bidder Information provided? y/n				Y		Y	
Sub Contractors listed? y/n or none				Y		Y	
Bid Document executed? y/n				Y		Y	
* The City intends to award the contract to Intermountain Slurry Seal, Inc.							

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CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**Contract No: 19300180****Title: 2020 Long Line Program**

THIS CONTRACT made and entered into this 10th day of June, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Intermountain Slurry Seal 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(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 19300180**, titled **2020 Long Line Program** (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.19300180 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://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: 19300180

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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:

Shawn St. Jacques, Chief Estimator
Intermountain Slurry Seal, Inc.
PO Box 1841
Sparks, NV 89432
775-358-1355
shawn.st.jacques@gcinc.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:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300180

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5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Ninety Two Thousand One Hundred Ninety Two Dollars and 00/100 (\$192,192.00).

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACTOR to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

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

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Attn: Carol Akers
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# 19300180
Project# P303820002
Account # 2563038 500488**

By: _____

Dated _____

PROJECT CONTACT PERSON:

John Platt, Project Manager
Telephone: 775-283-7375

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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: Christopher M. Burke

TITLE: President

FIRM: Intermountain Slurry Seal, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002477-2020

NEVADA CONTRACTORS LICENSE #: 0023657

Address: PO Box 1841

City: Sparks

State: NV

Zip Code: 89432

Telephone: 775-358-1355

E-mail Address: shawn.st.jacques@gcinc.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

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Title: 2020 Long Line Program

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 10, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300180** and titled **2020 Long Line Program**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 10th day of June, 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 10th day of June, 2020

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# 19300180** and titled **2020 Long Line Program** 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# 19300180** and titled **2020 Long Line Program**

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# 19300180 and titled 2020 Long Line Program** in accordance with drawings and specifications
prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

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

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Intermountain Slurry Seal, Inc., as "Principal," and Travelers Casualty and Surety Company of America, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent (5%) of Bid Amount dollars (\$ 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 # **19300180**, PWP # **CC-2020-303**, for the Project Title: **2020 Long Line Program**.

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: May 19, 2020



Intermountain Slurry Seal, Inc.
 Principal [Signature]
 By: Shawn St. Jacques, Chief Estimator
 Travelers Casualty and Surety Company of America
 Surety [Signature]
 By: Isabel Barron, Attorney in Fact

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.

ACKNOWLEDGMENT

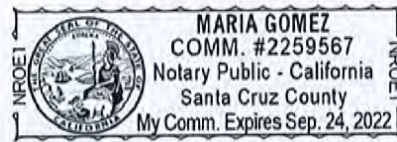
State of California
County of Santa Cruz)

On May 19, 2020 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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 *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

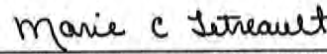
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of May, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



and its subsidiary companies
P. O. Box 50085
Watsonville, CA 95076

September 30, 2019

To whom it may concern:

This letter certifies that Granite Construction, Inc., and its subsidiary companies, is in compliance with all 2017 VETS 4212 reporting requirements.

If you should have any questions, or require further information, please do not hesitate to contact me at: 831-768-4324 or cara.burgess@gcinc.com

Sincerely,

A handwritten signature in black ink, appearing to read "Cara Burgess". The signature is stylized and cursive.

Cara Burgess, SHRM-CP
Corporate HR Manager



**Intermountain Slurry Seal, Inc.
List of Officers**

Name	Present Office Position
Burke, Christopher M.	President
Chase, Robert K.	Vice President Treasurer Assistant Secretary
Beevor, Darren S.	Vice President Controller Secretary
Curtis, Scott J.	Vice President Assistant Secretary
Price, Gary R.	Vice President Assistant Secretary
Stinson, Ashley M.	Vice President Assistant Secretary

BID PROPOSAL

BID # 19300180

BID TITLE: P303820002-2020 Long Line Program

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

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

BIDDER acknowledges receipt of / Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
1	Painted Pavement Marking 4-Inch Solid White Line	346000	LF	0 ¹⁰ / ₁₀	34600 ⁰⁰
2	Painted Pavement Marking 4-Inch Broken White Line	130000	LF	0 ⁰⁶ / ₁₀	7800 ⁰⁰
3	Painted Pavement Marking 4-Inch Solid Yellow Line	61100	LF	0 ¹⁰ / ₁₀	6110 ⁰⁰
4	Painted Pavement Marking 4-Inch Broken Yellow	17500	LF	0 ⁰⁶ / ₁₀	1050 ⁰⁰
5	Painted Pavement Marking 4-Inch Double Solid Yellow	280000	LF	0 ¹⁶ / ₁₀	44800 ⁰⁰
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	130000	LF	0 ¹² / ₁₀	15600 ⁰⁰
7	Painted Pavement Marking 6-Inch Solid White Line	195000	LF	0 ¹² / ₁₀	23400 ⁰⁰
8	Painted Pavement Marking 8-Inch Solid White Line	68000	LF	0 ¹⁶ / ₁₀	10880 ⁰⁰
9	Painted Pavement Marking 8-Inch Broken White	700	LF	0 ⁰⁸ / ₁₀	56 ⁰⁰
10	Painted Pavement Marking 4-Inch Mini Skip White	900	LF	0 ⁰⁶ / ₁₀	54 ⁰⁰
11	Painted Pavement Marking 6-Inch Mini Skip White Line	17100	LF	0 ⁰⁷ / ₁₀	1197 ⁰⁰
12	Painted Pavement Marking 8-Inch Mini Skip White	5600	LF	0 ⁰⁸ / ₁₀	448 ⁰⁰
13	Painted Pavement Marking 12-Inch Solid White Line	550	LF	1 ⁵⁰ / ₁₀	825 ⁰⁰
14	Painted Pavement Marking 12-Inch solid Yellow Line	300	LF	1 ⁵⁰ / ₁₀	450 ⁰⁰
15	Traffic Control	1	LS	44922 ⁰⁰	44922 ⁰⁰
BP.2	Total Base Bid Price (Schedule A)				192,192 ⁰⁰

BID PROPOSAL

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

BP.4 BIDDER INFORMATION:

Company Name:	Intermountain Slurry Seal, Inc.
Federal ID No.:	87-0307259
Mailing Address:	PO Box 1841
City, State, Zip Code:	Sparks, NV 89432
Complete Telephone Number:	775-358-1355
Complete Fax Number:	775-355-3458
Fax Number including area code:	775-355-3458
E-mail:	shawn.st.jacques@gcinc.com

Contact Person / Title:	Shawn St. Jacques, Chief Estimator
Mailing Address:	PO Box 1841
City, State, Zip Code:	Sparks, NV 89432
Complete Telephone Number:	775-358-1355
Complete Fax Number:	775-355-3458
E-mail Address:	shawn.st.jacques@gcinc.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0023657
License Classification(s):	Class A - General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	March 19, 1986
Date of Expiration:	03/31/2021
Name of Licensee:	Intermountain Slurry Seal, Inc.
Carson City Business License Number:	19-00010489
Date Issued:	01/01/2020

BID PROPOSAL

Date of Expiration:	12/31/2020
Name of Licensee:	Intermountain Slurry Seal, Inc.

BP.6 DISCLOSURE OF PRINCIPALS: - N/A

Individual and/or Partnership:

Owner 1) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	Wyoming
Date Incorporated:	April 23, 1982
Name of Corporation:	Intermountain Slurry Seal, Inc.
Mailing Address	PO Box 1841
City, State, Zip Code:	Sparks, NV 89432
Telephone Number:	775-358-1355
President's Name:	See Appendix A1 - List of Officers
Vice-President's Name:	
Other 1) Name & Title:	

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) See Appendix B1 - Construction Experience	

Title 1)

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

Title 2)

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

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

Company Name 1):	See Appendix C1 - Completed Jobs
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	


BID PROPOSAL

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official
 Shawn St. Jacques

 Printed Name

Chief Estimator

 Title
 May 26, 2020

 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
2018	0.62	2.30
2019	0.69	0.55

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal **Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Intermountain Slurry Seal, Inc.	Address 1120 Terminal Way, Reno, NV 89502	
Phone 775-358-1355	Nevada Contractor License # 0023657	Limit of License Unlimited
Description of work Striping		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>NONE</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>NONE</i>		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

BP. 13


CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.

Business name and address of the contractor making payment:

Intermountain Slurry Seal, Inc.
1120 Terminal Way
Reno, NV 89502

CONTRACT NUMBER: CC-2020-303

	Date Invoiced by Subcontracto	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Subcontractor name: Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing  /Shawn St. Jacques, Chief Estimator		Date Submitted May 26, 2020	
The contractor attests that the information provided is accurate.					

BID PROPOSAL

Local Preference Affidavit

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

I, Shawn St. Jacques, on behalf of the Contractor, Intermountain Slurry Seal, Inc., swear and affirm that in order to be in compliance with 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No.19300180, Project Name "2020 Long Line Program" 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 Intermountain Slurry Seal, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

By: Shawn St. Jacques Title: Chief Estimator
 Signature: [Signature] Date: May 26, 2020

Signed and sworn to (or affirmed) before me on this 26th day of May, 2020, by Shawn St. Jacques (name of person making statement).

State of Nevada)
)ss.
 County of Washoe)



[Signature]
 Notary Signature

STAMP AND SEAL

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Shawn St. Jacques (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for **P303820002-2020 Long Line Program**, contract number **19300180**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Shawn St. Jacques
TITLE: Chief Estimator
FIRM: Intermountain Slurry Seal, Inc.
Address: 1120 Terminal Way
City, State, Zip: Reno, NV 89502
Telephone: 775-358-1355
Fax: 775-355-3458
E-mail Address: shawn.st.jacques@gcinc.com



(Signature of Bidder)

DATED: May 26, 2020

Signed and sworn (or affirmed) before me on this 26th day of May, 2020, by
Shawn St. Jacques



(Signature of Notary)



(Notary Stamp)



Intermountain Slurry Seal, Inc.
 2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
673994	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD D4 West Chip Contract Number: A019(276) - 8168 Hagerman, Idaho Chip & Fog Seal Shoulders, Pavement Markings, Traffic Control	Prime Contractor	N/A	Justin Price (208) 886-7851 (208) 886-7895 (F) justin.price@itd.idaho.gov	\$772,626	8/12/2019
718995	City of Heber 75 North Main Street Heber City, Utah 84032	Heber City 2017 Road Imps Contract Number: N/A Heber City, Utah 10,000 TN 2" HMA, 550,000 SY Chip Seal. 265,000 SY of Slurry Seal. GSB-88 Fog. Soft spot repair, utility adjustments, traffic control. Paint.	Subcontractor	Staker Parson Companies 89 W 13490 S, Suite 100 Draper, UT 84020-7213	Riley Cherrington (801) 420-1233 Fax: N/A rcherrington@stakerparson.com	\$703,370	8/31/2019
733319	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD Kootenai Chip Seal Contract Number: 8235 Coeur D Alene, Idaho Chip Seal, Pavement Markings, Traffic Control, Rumble Strips	Prime Contractor	N/A	Ryan Hawkins (208) 772-1223 Fax: N/A ryan.hawkins@itd.idaho.gov	\$1,793,330	8/31/2019
733345	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD D1 US 95 Chip Contract Number: 8237 Bonners Ferry, Idaho Chip Seal, Pavement Markings, Traffic Control, Rumble Strips	Prime Contractor	N/A	Ryan Hawkins (208) 772-1223 Fax: N/A ryan.hawkins@itd.idaho.gov	\$1,313,838	8/31/2019
777771	City of San Antonio 114 West Commerce San Antonio, TX 78205-2413	San Antonio Micro Pkg 2 Contract Number: 23-01760-02 San Antonio, Texas 8,650 TN of TxDOT Grade II Microsurfacing, Crack Seal, Asphalt Patching, Pavement Markings, and Traffic Control	Prime Contractor	N/A	Faustino Benavidez (210)730-1754 Fax: N/A faustino.benavidez@sanantonio.gov	\$3,054,037	12/31/2019
814288	City of Denton 215 W. Hickory St. Denton, TX 76201	Denton Micro Services Contract Number: RFP 6659 Denton, Texas Microsurfacing, Traffic Control, Sweeping	Prime Contractor	N/A	Jamie Cogdell (940) 349-7100 Fax: N/A jamie.cogdell@cityofdenton.com	\$695,585	5/31/2019
814914	County of San Diego 5560 Overland Avenue Suite 270 San Diego, CA 92123-1204	San Diego CO Pvmnt Seal B Contract Number: 1021829 San Diego, California Chip, Slurry, Concrete, Sign Installation, Traffic Control	Prime Contractor	N/A	Keith Murdock (619) 301-1466 (858) 715-6452 keith.murdock@sdcounty.ca.gov	\$5,343,950	2/27/2019

Updated : March 2020

Appendix A1



Intermountain Slurry Seal, Inc.
 2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
816540	State of Wyoming Department of Transportation 5300 Bishop Blvd. Cheyenne, WY 82009-3340	I-25; Chugwater - Wheatland Contract Number: I252168 Chugwater, Wyoming Microsurfacing, Traffic Control, Cattle Guard	Prime Contractor	N/A	Tim Rasnake (307) 777-4487 Fax: N/A tim.rasnake@wyo.gov	\$1,412,092	7/31/2019
846775	Federal Highway Administration, Western Federal Lands Highway Division 610 East Fifth Street Vancouver, WA 98661	FHWA Death Valley Phase 2 Contract Number: MTGLAC 2017(1) Vancouver, WA Microsurfacing, Chip Seal, Fog Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Michael Hurst (360) 619-7638 (360) 619-7932 (F) michael.hurst@dot.gov	\$4,532,022	5/1/2019
849061	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	W Fhwa Socal 2018 Contract Number: NPS PP SOCAL 2018(2) Santa Monica, California Microsurfacing, Slurry Seal, Crack Seal, Fog Seal, Sweeping, Pavement Markings, Traffic Control	Prime Contractor	N/A	James Mikell (360) 619-7584 Fax: N/A james.mikell@dot.gov	\$1,081,833	4/9/2019
849064	CALTRANS District 7 1525 Rancho Conejo Blvd Ste 102 Thousand Oaks, CA 91320-1442	W Caltrans 07-4W2904 Contract Number: 07-4W2904 Ventura, California Microsurfacing, Slurry Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Alfred Ira (806) 480-4928 ext 404 (805) 499-0821 alfred.ira@dot.ca.gov	\$1,983,474	8/1/2019
853638	State of Colorado Department of Transportation 4201 East Arkansas Ave Room 117 Denver, 80222-3406	C CDOT D1 Chip Seal Contract Number: STA-R100 279 Various Locations, Colorado Chip Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Adam Parks (303) 398-6732 Fax: N/A adam.parks@state.co.us	\$2,181,386	8/31/2019
853670	City of Midland Po Box 1152 Midland, TX 79702-4725	C Midland Fy19 Micro & Slurry Contract Number: 19000094R Midland, Texas Microsurfacing and Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Abraham Langston (432) 685-7293 Fax: N/A alangston@midlandtexas.gov	\$2,194,985	10/1/2019
856644	State of Arizona Department Of Transportation 206 S 17Th Ave Phoenix, 85007-3213	C Adot I-8 Fog Seal Contract Number: 2018064 Yuma, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Jaime Hernandez (928) 317-2158 Fax: N/A jhernandez@azdot.gov	\$951,607	5/3/2019



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
860406	State of Arizona Department Of Transportation 206 S 17Th Ave Phoenix, 85007-3213	C Adot I-17 Phx Cordes Jct Hwy Contract Number: M698801C Phoenix, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Jimmy Naujokaitis (602) 712-7221 (602) 712-6956 jnaujokaitis@azdot.gov	\$882,768	6/15/2019
864971	City of Bend Po Box 1458 Bend, OR 97709-1450	W Bend 2019 Residential Slurry Contract Number: 31900236 Bend, Oregon Slurry Seal, Traffic Control	Prime Contractor	N/A	Paul Neiswonger (541) 317-3035 Fax: N/A pneiswonger@bendoregon.gov	\$718,167	6/28/2019
865209	State of Arizona Department Of Transportation 206 S 17Th Ave Phoenix, 85007-3213	C Adot 10 And SR 86 Fog Seal Contract Number: 2018095 Various, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Max Infante (520) 388-4200 Fax: N/A minfante.consultant@azdot.gov	\$1,189,845	5/31/2019
869635	City of Sioux Falls 224 West Ninth Street Sioux Falls, SD 57117-7402	C 2019 Sioux Falls Srfc Trtmnt Contract Number: 19-1042 Sioux Falls, South Dakota Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Nick Traupel (605) 387-8661 (605) 387-8114 ntraupel@siouxfalls.org	\$1,985,276	8/9/2019
905268	City of Albuquerque PO Box 1293 Albuquerque, NM 87102-2109	C Fy2020 Albuquerque Micro Contract Number: 61-805-15-13307 Albuquerque, New Mexico Microsurfacing, Traffic Control	Prime Contractor	N/A	Stephen Woodall (505) 857-8021 Fax: N/A swoodall@cabq.gov	\$1,304,232	7/31/2019
905275	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	C Fhwa Grand Teton Pav Pres Contract Number: 69056719F000089 Moose, Wyoming Fog Seal, Chip Seal, Microsurfacing, Crack Cleaning and Seal, Traffic Control, Pavement Markings	Prime Contractor	N/A	Charles Dissen (360) 619-7979 (360) 619-7846 charles.dissen@dot.gov	\$6,895,750	8/15/2019
905563	State of Wyoming Department Of Transportation 5300 Bishop Blvd Cheyenne, 82009-3340	C WYDOT D5 Ten Sleep Scrub Contract Number: STP-2203017 Ten Sleep, Wyoming Chip Seal, Traffic Control	Prime Contractor	N/A	Kaia Tharp (307) 864-3200 Fax: N/A kaia.tharp@wyo.gov	\$1,040,633	8/31/2019
905830	Eagle Mountain City 2565 N Pony Express Way Eagle Mountain, UT 84005-5301	C Eagle Mountain City Micro Contract Number: N/A Eagle Mountain, Utah Microsurfacing, Pavement Markings, Traffic Control	Prime Contractor	N/A	Zac Hilton (801) 420-2211 Fax: N/A zach@emcity.org	\$567,003	7/15/2019



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
905922	State of Colorado Department of Transportation 905 Erie Avenue Pueblo, CO 81001	C I-25 Resurfacing Contract Number: C211831 Pueblo, Colorado Microsurfacing	Subcontractor	Martin Marietta Materials Inc	James Wallace (719) 491-4532 Fax: N/A james.wallace@martinmarietta.com	\$1,968,624	9/20/2019
907645	City of Vancouver PO Box 1995 Vancouver, WA 98660-3375	W 2019 Cov Joint Contract Contract Number: 72819 Vancouver, Washington Microsurfacing, Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Julie Denton (360) 487-8432 (360) 487-8433 julie.denton@cityofvancouver.us	\$2,053,167	9/1/2019
908021	City of Richland P.O. Box 190 Ms-11 Richland, WA 99352-0190	W Richland 19 Ar Chip Contract Number: 19-0027 Richland, Washington Asphalt Rubber Chip Seal	Prime Contractor	N/A	Sheldon Williamson (509) 942-7500 (509) 942-7468 swilliamson@ci.richland.wa.us	\$751,880	9/1/2019
910919	Richfield City 75 East Center PO Box 250 Richfield, UT 84701	C Richfield Contract Number: 800652 Richfield, Utah Microsurfacing	Subcontractor	Hales Sand & Gravel	Kade Burr (435) 896-4285 (435) 896-1782 kade@stakeparson.com	\$1,039,768	10/17/2019
912460	Oregon Department Of Transportation 4034 Fairview Industrial Drive Southeast, Ms 2-2 Salem, 97302-1122	W Odot Us20 Ar Chip Contract Number: 15140 Vale, Oregon AR Chip Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Petr Lovasik (541) 709-6889 Fax: N/A petr.lovasik@odot.state.or.us	\$960,264	9/6/2019
912796	Federal Highway Administration 12300 West Dakota Avenue Lakewood, CO 80228-2587	C Rocky Mountain Natl Park 19 Contract Number: 69056718D000005 Estes Park, Colorado Microsurfacing, Fog Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	James Kerrigan (720) 963-3362 Fax: N/A james.kerrigan@dot.gov	\$4,474,382	10/1/2019
914162	County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408	W San Luis Obispo 2018-19 Contract Number: 300614 Various Locations, California Microsurfacing, Traffic Control	Prime Contractor	N/A	Kelly Wheeler (805) 781-5252 (805) 781-1229 publicworks@co.slo.ca.us	\$1,433,812	12/31/2019

Updated : March 2020

Appendix A1



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
917461	State of Colorado 4201 East Arkansas Ave Room 117 Denver, 80222-3406	C CDOT 285 Chip Seal Contract Number: 19-HA5-ZG-00129 LA Jara, Colorado Chip Seal, Sign Installation, Pavement Markings, Traffic Control	Prime Contractor	N/A	Arthur Miller (719) 588-1224 Fax: N/A carole@happyvalleyor.gov	\$2,091,756	9/13/2019
925057	Pierce County 930 Tacoma Ave South Tacoma, WA 98402-2105	W Pierce County 2019 Contract Number: N/A Various Locations, Washington AR Chip, Microsurfacing, Slurry Seal, Sweeping, Traffic Control	Prime Contractor	N/A	Brett Sontagg (253) 798-6397 Fax: N/A brett.sontagg@piercecountywa.gov	\$1,323,636	8/2/2019
927861	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	W FHWA Lake Roosevelt Contract Number: WA NPS PP LARO 2018 Kettle Falls, Washington Fog Seal, Chip Seal, Microsurfacing, Crack Sealing, Traffic Control	Prime Contractor	N/A	Don Brouillard (360) 619-7520 (360) 619-7932 donald.brouillard@dot.gov	\$4,565,704	11/1/2019
938749	City of Tacoma Po Box 1717 Tacoma, WA 98401-1717	W Tacoma Pvmnt Pres 2019 Contract Number: 4600013848 Tacoma, Washington Microsurfacing, Traffic Control	Prime Contractor	N/A	Neal Sartain (253) 208-3739 Fax: N/A nsartain@cityoftacoma.org	\$552,116	9/6/2019
951223	Cooperative Educational Services 4216 Balloon Park Road Northeast Albuquerque, NM 87109-5801	C Las Cruces Micro 19-20 Contract Number: 2016-032AN-C102-ALL Las Cruces, New Mexico Microsurfacing, Traffic Control	Prime Contractor	N/A	Natasha Orona (505) 344-5470 (505) 344-9343 po@ces.org	\$1,337,346	10/31/2019
956883	City of Denton 901B Texas Street Denton, TX 76209-4354	C Denton Micro Services 2019 Contract Number: 6559 Denton, Texas Microsurfacing	Prime Contractor	N/A	Jamie Cogdell (940) 349-7100 Fax: N/A jamie.cogdell@cityofdenton.com	\$656,304	12/31/2019



Intermountain Slurry Seal, Inc.
Construction Experience of Key Personnel

Name		Years of Experience	Monetary Value of Work	Type of Work	Job Capacity
Central Area Offices:					
G. Rusty	Price	35	Over \$500M	A	AM
Shawn	Fielding	27	Over \$250M	A	CM
Paul	Foster	15	Over \$250M	A	CM
L. Scott	Mabey	31	Over \$250M	A	PM
Josh	Bowen	11	Over \$250M	A	PM
Rick	Nielson	11	Over \$250M	A	PM
Nate	Niemann	19	Over \$250M	A	PM
Taylor	Baggs	6	Over \$150M	A	PM
Antonio	Hernandez	6	Over \$50M	A	PE
Weston	Albrecht	21	Over \$50M	A	SUPT
Dallas	Isakson	12	Over \$50M	A	SUPT
Jeff	Blake	13	Over \$50M	A	SUPT
Manuel	Magallanes	26	Over \$50M	A	SUPT
John	Tompkins	29	Over \$50M	A	SUPT
Luis	Munoz	19	Over \$50M	A	SUPT
Kevin	Harris	35	Over \$250M	A	BD
Western Area Offices:					
Jason	Lamplery	25	Over \$200M	A,G	AM
Marc	Thoreson	19	Over \$185M	A,G,B	CM
Santiago	Llamas	19	Over \$150M	A,G	GS
Randy	Contreras	8	Over \$30M	A	PM
Eduardo	Sanchez	5	Over \$20M	A	PE
Wesley	Sosa	8	Over \$20M	A	PM
Osvaldo	Arias	5	Over \$20M	A	PE
Dylan	Burns	7	Over \$25M	A	PE

- Type of Work**
- A - Highways
 - B - Structures
 - C - Dams
 - D - Tunnels
 - E - Pipelines
 - F - Safety
 - G - Airports
 - H - Marine

- Job Capacity**
- AM - Area Manager
 - BM - Branch Manager
 - ABM - Asst. Branch Manager
 - PM - Project Manager
 - CM - Construction Manager
 - EST - Estimator
 - CEST - Chief Estimator
 - PE - Project Engineer
 - QC - Quality Control
 - SUPT - Superintendent
 - SAF - Safety Engineer
 - RCE - Reg. Civil Engineer
 - OM - Operations Manager
 - EM - Estimating Manager
 - ESM - Eng Services Mgr
 - GS - General Superintendent



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
673994	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD D4 West Chip Contract Number: A019(276) - 8168 Hagerman, Idaho Chip & Fog Seal Shoulders, Pavement Markings, Traffic Control	Prime Contractor	N/A	Justin Price (208) 886-7851 (208) 886-7895 (F) justin.price@itd.idaho.gov	\$772,626	8/12/2019
718995	City of Heber 75 North Main Street Heber City, Utah 84032	Heber City 2017 Road Imps Contract Number: N/A Heber City, Utah 10,000 TN 2" HMA, 550,000 SY Chip Seal. 265,000 SY of Slurry Seal, GSB-88 Fog. Soft spot repair, utility adjustments, traffic control. Paint.	Subcontractor	Staker Parson Companies 89 W 13490 S, Suite 100 Draper, UT 84020-7213	Riley Cherrington (801) 420-1233 Fax: N/A rcherrington@stakerparson.com	\$703,370	8/31/2019
733319	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD Kootenai Chip Seal Contract Number: 8235 Coeur D Alene, Idaho Chip Seal, Pavement Markings, Traffic Control, Rumble Strips	Prime Contractor	N/A	Ryan Hawkins (208) 772-1223 Fax: N/A ryan.hawkins@itd.idaho.gov	\$1,793,330	8/31/2019
733345	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	ITD D1 US 95 Chip Contract Number: 8237 Bonners Ferry, Idaho Chip Seal, Pavement Markings, Traffic Control, Rumble Strips	Prime Contractor	N/A	Ryan Hawkins (208) 772-1223 Fax: N/A ryan.hawkins@itd.idaho.gov	\$1,313,838	8/31/2019
777771	City of San Antonio 114 West Commerce San Antonio, TX 78205-2413	San Antonio Micro Pkg 2 Contract Number: 23-01760-02 San Antonio, Texas 8,650 TN of TxDOT Grade II Microsurfacing, Crack Seal, Asphalt Patching, Pavement Markings, and Traffic Control	Prime Contractor	N/A	Faustino Benavidez (210)730-1754 Fax: N/A faustino.benavidez@sanantonio.gov	\$3,054,037	12/31/2019
814288	City of Denton 215 W. Hickory St. Denton, TX 76201	Denton Micro Services Contract Number: RFP 6659 Denton, Texas Microsurfacing, Traffic Control, Sweeping	Prime Contractor	N/A	Jamie Cogdell (940) 349-7100 Fax: N/A jamie.cogdell@cityofdenton.com	\$695,585	5/31/2019
814914	County of San Diego 5560 Overland Avenue Suite 270 San Diego, CA 92123-1204	San Diego CO Pvmnt Seal B Contract Number: 1021829 San Diego, California Chip, Slurry, Concrete, Sign Installation, Traffic Control	Prime Contractor	N/A	Keith Murdock (619) 301-1466 (858) 715-6452 keith.murdock@sdcounty.ca.gov	\$5,343,950	2/27/2019

Updated : March 2020

Appendix C1



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
816540	State of Wyoming Department of Transportation 5300 Bishop Blvd. Cheyenne, WY 82009-3340	I-25; Chugwater - Wheatland Contract Number: I252168 Chugwater, Wyoming Microsurfacing, Traffic Control, Cattle Guard	Prime Contractor	N/A	Tim Rasnake (307) 777-4487 Fax: N/A tim.rasnake@wyo.gov	\$1,412,092	7/31/2019
846775	Federal Highway Administration, Western Federal Lands Highway Division 610 East Fifth Street Vancouver, WA 98661	FHWA Death Valley Phase 2 Contract Number: MTGLAC 2017(1) Vancouver, WA Microsurfacing, Chip Seal, Fog Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Michael Hurst (360) 619-7638 (360) 619-7932 (F) michael.hurst@dot.gov	\$4,532,022	5/1/2019
849061	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	W Fhwa Socal 2018 Contract Number: NPS PP SOCAL 2018(2) Santa Monica, California Microsurfacing, Slurry Seal, Crack Seal, Fog Seal, Sweeping, Pavement Markings, Traffic Control	Prime Contractor	N/A	James Mikell (360) 619-7584 Fax: N/A james.mikell@dot.gov	\$1,081,833	4/9/2019
849064	CALTRANS District 7 1525 Rancho Conejo Blvd Ste 102 Thousand Oaks, CA 91320-1442	W Caltrans 07-4W2904 Contract Number: 07-4W2904 Ventura, California Microsurfacing, Slurry Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Alfred Ira (806) 480-4928 ext 404 (805) 499-0821 alfred.ira@dot.ca.gov	\$1,983,474	8/1/2019
853638	State of Colorado Department of Transportation 4201 East Arkansas Ave Room 117 Denver, 80222-3406	C CDOT D1 Chip Seal Contract Number: STA-R100 279 Various Locations, Colorado Chip Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Adam Parks (303) 398-6732 Fax: N/A adam.parks@state.co.us	\$2,181,386	8/31/2019
853670	City of Midland Po Box 1152 Midland, TX 79702-4725	C Midland Fy19 Micro & Slurry Contract Number: 19000094R Midland, Texas Microsurfacing and Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Abraham Langston (432) 685-7293 Fax: N/A alangston@midlandtexas.gov	\$2,194,985	10/1/2019
856644	State of Arizona Department Of Transportation 206 S 17Th Ave Phoenix, 85007-3213	C Adot I-8 Fog Seal Contract Number: 2018064 Yuma, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Jaime Hernandez (928) 317-2158 Fax: N/A jhernandez@azdot.gov	\$951,607	5/3/2019



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
860406	State of Arizona Department Of Transportation 206 S 17th Ave Phoenix, 85007-3213	C Adot I-17 Phx Cordes Jct Hwy Contract Number: M698801C Phoenix, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Jimmy Naujokaitis (602) 712-7221 (602) 712-6956 jnaujokaitis@azdot.gov	\$882,768	6/15/2019
864971	City of Bend Po Box 1458 Bend, OR 97709-1450	W Bend 2019 Residential Slurry Contract Number: 31900236 Bend, Oregon Slurry Seal, Traffic Control	Prime Contractor	N/A	Paul Neiswonger (541) 317-3035 Fax: N/A pneiswonger@bendoregon.gov	\$718,167	6/28/2019
865209	State of Arizona Department Of Transportation 206 S 17th Ave Phoenix, 85007-3213	C Adot I 10 And SR 86 Fog Seal Contract Number: 2018095 Various, Arizona Fog Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Max Infante (520) 388-4200 Fax: N/A minfante.consultant@azdot.gov	\$1,189,845	5/31/2019
869635	City of Sioux Falls 224 West Ninth Street Sioux Falls, SD 57117-7402	C 2019 Sioux Falls Srfc Trtmnt Contract Number: 19-1042 Sioux Falls, South Dakota Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Nick Traupel (605) 387-8661 (605) 387-8114 ntraupel@siouxfalls.org	\$1,985,276	6/9/2019
905268	City of Albuquerque PO Box 1293 Albuquerque, NM 87102-2109	C Fy2020 Albuquerque Micro Contract Number: 61-805-15-13307 Albuquerque, New Mexico Microsurfacing, Traffic Control	Prime Contractor	N/A	Stephen Woodall (505) 857-8021 Fax: N/A swoodall@cabq.gov	\$1,304,232	7/31/2019
905275	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	C Fhwa Grand Teton Pav Pres Contract Number: 69056719F000089 Moose, Wyoming Fog Seal, Chip Seal, Microsurfacing, Crack Cleaning and Seal, Traffic Control, Pavement Markings	Prime Contractor	N/A	Charles Dissen (360) 619-7979 (360) 619-7846 charles.dissen@dot.gov	\$6,895,750	8/15/2019
905563	State of Wyoming Department Of Transportation 5300 Bishop Blvd Cheyenne, 82009-3340	C WYDOT D5 Ten Sleep Scrub Contract Number: STP-2203017 Ten Sleep, Wyoming Chip Seal, Traffic Control	Prime Contractor	N/A	Kaia Tharp (307) 864-3200 Fax: N/A kaia.tharp@wyo.gov	\$1,040,633	6/31/2019
905830	Eagle Mountain City 2565 N Pony Express Way Eagle Mountain, UT 84005-5301	C Eagle Mountain City Micro Contract Number: N/A Eagle Mountain, Utah Microsurfacing, Pavement Markings, Traffic Control	Prime Contractor	N/A	Zac Hilton (801) 420-2211 Fax: N/A zach@emcity.org	\$567,003	7/15/2019

Updated : March 2020

Appendix C1



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
905922	State of Colorado Department of Transportation 905 Erie Avenue Pueblo, CO 81001	C I-25 Resurfacing Contract Number: C211831 Pueblo, Colorado Microsurfacing	Subcontractor	Martin Marietta Materials Inc	James Wallace (719) 491-4532 Fax: N/A james.wallace@martinmarietta.com	\$1,968,624	9/20/2019
907645	City of Vancouver PO Box 1995 Vancouver, WA 98660-3375	W 2019 Cov Joint Contract Contract Number: 72819 Vancouver, Washington Microsurfacing, Slurry Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Julie Denton (360) 487-8432 (360) 487-8433 julie.denton@cityofvancouver.us	\$2,053,167	9/1/2019
908021	City of Richland P.O. Box 190 Ms-11 Richland, WA 99352-0190	W Richland 19 Ar Chip Contract Number: 19-0027 Richland, Washington Asphalt Rubber Chip Seal	Prime Contractor	N/A	Sheldon Williamson (509) 942-7500 (509) 942-7468 swilliamson@ci.richland.wa.us	\$751,880	9/1/2019
910919	Richfield City 75 East Center PO Box 250 Richfield, UT 84701	C Richfield Contract Number: 800652 Richfield, Utah Microsurfacing	Subcontractor	Hales Sand & Gravel	Kade Burr (435) 896-4285 (435) 896-1782 kade@stakerparson.com	\$1,039,768	10/17/2019
912460	Oregon Department Of Transportation 4034 Fairview Industrial Drive Southeast, Ms 2-2 Salem, 97302-1122	W Odot Us20 Ar Chip Contract Number: 15140 Vale, Oregon AR Chip Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	Petr Lovasik (541) 709-6889 Fax: N/A petr.lovasik@odot.state.or.us	\$960,264	9/6/2019
912796	Federal Highway Administration 12300 West Dakota Avenue Lakewood, CO 80228-2587	C Rocky Mountain Natl Park 19 Contract Number: 69056718D000005 Estes Park, Colorado Microsurfacing, Fog Seal, Crack Seal, Pavement Markings, Traffic Control	Prime Contractor	N/A	James Kerrigan (720) 963-3362 Fax: N/A james.kerrigan@dot.gov	\$4,474,382	10/1/2019
914162	County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408	W San Luis Obispo 2018-19 Contract Number: 300614 Various Locations, California Microsurfacing, Traffic Control	Prime Contractor	N/A	Kelly Wheeler (805) 781-5252 (805) 781-1229 publicworks@co.slo.ca.us	\$1,433,812	12/31/2019



Intermountain Slurry Seal, Inc.
2019 Completed Job Greater Than \$500,000

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
917461	State of Colorado 4201 East Arkansas Ave Room 117 Denver, 80222-3406	C CDOT 285 Chip Seal Contract Number: 19-HA5-ZG-00129 LA Jara, Colorado Chip Seal, Sign Installation, Pavement Markings, Traffic Control	Prime Contractor	N/A	Arthur Miller (719) 588-1224 Fax: N/A carole@happyvalleyor.gov	\$2,091,756	9/13/2019
925057	Pierce County 930 Tacoma Ave South Tacoma, WA 98402-2105	W Pierce County 2019 Contract Number: N/A Various Locations, Washington AR Chip, Microsurfacing, Slurry Seal, Sweeping, Traffic Control	Prime Contractor	N/A	Brett Sontagg (253) 798-6397 Fax: N/A brett.sontagg@piercecounitywa.gov	\$1,323,636	8/2/2019
927861	Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	W FHWA Lake Roosevelt Contract Number: WA NPS PP LARO 2018 Kettle Falls, Washington Fog Seal, Chip Seal, Microsurfacing, Crack Sealing, Traffic Control	Prime Contractor	N/A	Don Brouillard (360) 619-7520 (360) 619-7932 donald.brouillard@dot.gov	\$4,565,704	11/1/2019
938749	City of Tacoma Po Box 1717 Tacoma, WA 98401-1717	W Tacoma Pvmnt Pres 2019 Contract Number: 4600013848 Tacoma, Washington Microsurfacing, Traffic Control	Prime Contractor	N/A	Neal Sartain (253) 208-3739 Fax: N/A nsartain@cityoftacoma.org	\$552,116	9/6/2019
951223	Cooperative Educational Services 4216 Balloon Park Road Northeast Albuquerque, NM 87109-5801	C Las Cruces Micro 19-20 Contract Number: 2016-032AN-C102-ALL Las Cruces, New Mexico Microsurfacing, Traffic Control	Prime Contractor	N/A	Natasha Orona (505) 344-5470 (505) 344-9343 po@ces.org	\$1,337,346	10/31/2019
956883	City of Denton 901B Texas Street Denton, TX 76209-4354	C Denton Micro Services 2019 Contract Number: 6559 Denton, Texas Microsurfacing	Prime Contractor	N/A	Jamie Cogdell (940) 349-7100 Fax: N/A jamie.cogdell@cityofdenton.com	\$656,304	12/31/2019



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-15-0125

INTERMOUNTAIN SLURRY SEAL, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0023657 ORIGINAL ISSUE DATE: 03/19/1986 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. 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 APRIL 1, 2020 AND EXPIRES ON MARCH 31, 2021, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 3/23/2020
FOR MARGI A. GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance 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.

INTERMOUNTAIN SLURRY SEAL, INC.

CERTIFICATE OF SECRETARY

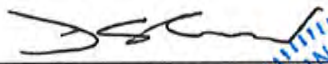
RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Darren S. Beevor, do hereby certify that I am duly qualified as Secretary of INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2020 by written consent of the Board of Directors, held without a meeting as authorized by 17-16-821 of the Wyoming Business Corporation act and the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2020



Darren S. Beevor



EXHIBIT 1

AUTHORIZED SIGNERS

**Intermountain Slurry Seal, Inc.
California, Nevada, Utah, Northwest Area and Texas**

AUTHORIZED SIGNERS

Christopher M. Burke, President
Gary R. Price, VP & Assistant Secretary
Marc C. Thoreson, Construction Manager
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Randy Contreras, Project Manager
Dylan Burns, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Taylor Baggs, Project Manager
Scott Curtis, Regional Division Controller
Shawn St. Jacques, Chief Estimator

ATTESTORS

Gary R. Price, VP & Assistant Secretary
Marc C. Thoreson, Construction Manager
Paul Foster, Construction Manager
Shawn Fielding, Construction Manager
Nathan B. Niemann, Project Manager
Jason Lampley, Area Manager
Josh Bowen, Project Manager
Randy Contreras, Project Manager
Dylan Burns, Project Manager
Taylor Baggs, Project Manager
Scott Curtis, Regional Division Controller
Jane Nielson, Estimating Assistant

EXHIBIT 2

AUTHORIZED SIGNERS

**Intermountain Slurry Seal, Inc.
California, Nevada, Northwest and Utah Areas**

AUTHORIZED SIGNERS

Christopher M. Burke, President

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) 486-2660
 FAX (702) 486-2660
 E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist


Contract No.: PWP#CC- Project Name: Carson City 2020 Long line Program

Contractor/Subcontractor: Intermountain Slurry Seal, 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	No	N/A	Yes	No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A	Yes	No
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes	No	N/A	Yes	No
Cement Mason, can also include plasterers.	Yes	No	N/A	Yes	No
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A	Yes	No
Elevator Constructor	Yes	No	N/A	Yes	No
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	Yes	No	N/A	Yes	No
Flag Person (See Laborers)	Yes	No	N/A	Yes	No
Floor Coverer	Yes	No	N/A	Yes	No
Glazier (see also Painters and Allied Trades)	Yes	No	N/A	Yes	No
Highway Striper (See Laborers)	Yes	No	N/A	Yes	No
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A	Yes	No
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	N/A	Yes	No
Lubrication and Service Engineer	Yes	No	N/A	Yes	No
Mechanical Insulator	Yes	No	N/A	Yes	No
Millwright	Yes	No	N/A	Yes	No
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes	No	N/A	Yes	No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No	N/A	Yes	No

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 checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" 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: SHAWN ST. JACQUES / CHIEF ESTIMATOR
 Date: 5/26/20
 Contractor Name: INTERMOUNTAIN SLURRY SEAL, INC

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STAFF REPORT

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

Meeting Date: June 10, 2020

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding acceptance of available Fiscal Year (FY) 2020 grant funding from the Nevada Aging and Disability Services Division (ADSD) in the amount of \$16,350 for the period July 1, 2019 to June 30, 2020, and in the amount of \$96,750 for the period July 1, 2020 to June 30, 2021, and to authorize the Public Works Director to execute the required award materials.

Staff Summary: Carson City RTC received an Independent Living Grant for FY 2020 in the amount of \$50,000 to partially underwrite the cost of the Jump Around Carson (JAC) Senior Bus Pass Program, which provides unlimited free rides to senior citizens (60+) on the JAC fixed route system. An additional \$16,350 has become available for FY 2020, which will fully cover the cost to provide the Senior Bus Pass Program for this fiscal year. Staff has additionally received notification of award of \$96,750 to cover program expenses for FY 2021. The required match for the FY 2020 additional funding is \$2,453, and for the FY 2021 funding is \$14,513.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to accept the grant funding as presented, and to authorize the Public Works Director to execute the required award materials.

Background/Issues & Analysis

JAC's Senior Bus Pass Program is a highly successful program, utilized by up to 700 seniors each year. The ADSD funding for this program has been a critical component of the program's success. Without ADSD funding, it is likely that Carson City could not justify continued operation of the Senior Bus Pass Program – which is already operated at a deficit – and seniors would be required to pay \$0.50 for each one-way trip.

In Fiscal Year (FY) 2018, JAC projected distribution of 333 senior passes and ultimately distributed 591. In FY 2019, JAC projected distribution of 333 vouchers based on available ADSD funding and ultimately distributed 698. In FY 2020, ADSD again funded up to 333 vouchers, and JAC has distributed 442 passes.

The additional passes that have been distributed for FY 2020 above and beyond the budgeted 333 are valued at \$16,350 (109 passes at \$12.50 per monthly pass multiplied by 12 months). ADSD has indicated availability of additional funding, which would support the additional passes that have been distributed.

In recognition that the demand for the Senior Bus Pass Program exceeds budget each year, at their February 12, 2020 meeting, the RTC approved submittal of a grant application for FY 2021, which would support 645 passes and bring funding levels in line with anticipated demand. On May 14, 2020, staff received notification that that grant amount has been awarded.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Transit fund, State Grants revenue account / 2253081-434010

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If the grant funds are accepted, the Transit fund account for the 2020 Fiscal Year will be augmented to include an additional \$16,350 in revenues in June 2020. The approved FY 2021 budget included \$67,750, which will be augmented with an extra \$29,000 to total \$96,750 for this grant in January 2021. The additional revenue will require a \$2,453 match for FY 2020 and a \$14,513 match for FY 2021 from the Transit fund account, which is available within the existing annual general fund transfer amount.

Alternatives

Do not approve acceptance of the grant application and provide alternate direction to staff.

Supporting Material

N/A

Board Action Taken:

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

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: June 10, 2020
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: May 28, 2020
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of April 2020**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	230	2,259
Street Patching Operation (tons of asphalt)	0	410
Pot Holes Repaired	1	70

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	20	667
Tree Removal	0	12
Tree Replacement	0	3
Tree Care Chemical Treatment	0	4,460
Tree Work for Other Departments	4	26
Weed Abatement Chemical Sprayed (gallons applied)	743	5,327

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	48	367
Curb & Gutter (linear feet)	366	2,766
Sidewalk & Flat Work (sq/ft)	1,589	11,425
Wheel Chair Ramps	0	2
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	2,550
Shoulder Work on Asphalt Roads	10,231	15,274
Debris Cleaned	1,025	1,652

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	15	7,051
Lineal foot of ditch cleared	80	7,329
Pipe Hydro Flushed (linear feet)	0	1,299
Drainage Inlets Cleaned	0	411

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	683	5,598
Material Picked Up (yards)	281	3,175
City Parking Lots Swept	0	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	29	337
Bins Hauled for Sweeping Operation (yards)	17	399
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	40
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	141

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	29	204
Signs Replaced	33	244
Sign Post Replaced	1	34
Signs Replaced due to Graffiti Damage	4	71
Delineators Replaced	5	101
Cross Walks Painted	18	209
Stop Bars Painted	7	175
Yield Bars Painted	19	108
Right Arrows Painted	5	32
Left Arrows Painted	3	152
Straight Arrows Painted	1	7
Stop (word) Painted	0	10
Only (word) Painted	0	11
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	3	57
Curb Painted (linear feet)	0	78

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	25
Rain Event/Flood Control	0	3
Wind	0	0



Project Status Report

7-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: June 10, 2020

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Chris Martinovich, Transportation/Traffic Engineer

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

Project Name	*Project Cost to Date	Page #
P303518001 - South Carson Street Complete Streets Project	\$3,635,431	2
P303518003 - Freeway Multi-Use Path to Colorado Street	\$100,067	3
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$9,137	4
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$3,344	5
P303519009 - Roop Street Rehabilitation Project	\$15,139	6
P303519010 - Fairview Drive Rehabilitation Project	\$21,300	7
P320118065 - Airport Road Utility Replacement Project	\$252,040	8
P303519012 - FY 2020 District 2 Winnie Lane Pavement Preservation	\$10,236	9
P303519013 - FY 2020 District 2 Roop Street Pavement Preservation	\$6,004	10
P303519015 & P303519016 - FY 2020 District 2 Saliman Road /Russell Way	\$13,364	11
P303519014 - FY 2020 District 2 Northridge Dr. Pavement Reconstruction	\$15,813	12
P303520001 - FY 2020 District 2 Long Street Project	\$7,291	13
P303520002 - FY 2020 District 2 Telegraph Street Project	\$12,358	14
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$2,238	15
	\$4,103,762	

*As of June 2020; includes design, construction management, and construction costs to date.

Project Name: South Carson Street Complete Streets Project
Project Number: P303518001 & P303517037
Department Lead: Public Works

Project Cost to Date	\$3,635,431	As of Date	Grant Funded	Total Budget
		June 2020	Yes	\$21,366,993
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5053705	507010	Stormwater Fund	19/20	\$3,610,811
5203502	507010	Water Fund	19/20	\$557,000
5103205	507010	Wastewater Fund	19/20	\$231,000
2503035	507010	RT Fund (State/TIGER)	19/20	\$14,188,384
6037510	507010	Redevelopment Fund	19	\$205,000
3100615	507010	Infrastructure Fund	19/20	\$2,574,798

Project Description

This project includes roadway resurfacing and the addition of Complete Streets improvements on South Carson Street corridor between Fifth Street & Appion Way (includes a portion of the Frontage Road). The contractor building the project is Sierra Nevada Construction (SNC).

Project Justification

Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372.

Project Status

Construction began on March 3, 2020. Work has included water line and storm drainage improvements. Construction had also included work associated with the shared-use path and new curb, gutter, and sidewalk improvements. Work is anticipated to begin on the roundabout this month and continue for a couple of months.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed
Design	Aug-18	Oct-19	N/A
Construction	Mar-20	Dec-20	12/27/2019



Project Name: Freeway Multi-Use Path to Colorado Street
Project Number: P303518003
Department Lead: Public Works

Project Cost to Date	\$100,067	As of Date	Grant Funded	Total Budget
		June 2020	Yes	\$1,141,771
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,084,682
2503035	507010	RT Fund	FY20	\$57,089

Project Description

This project will construct 4,200 feet of multi-use path and associate improvements. The project is located on the west side of I-580 between the existing linear ditch path and Colorado Street.

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

The Contractor, A & K Earthmovers, has started construction of the path. Work is expected to continue into September.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-19	Sep-19	18-Feb-19
Construction	May-20	Sep-20	23-Sep-19



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

Project Cost to Date	\$9,137	As of Date	Grant Funded	Total Budget
		May 2020	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

This project will construct a 2.3 mile multi-use path between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway.

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. Survey has been completed and provided to the City.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Dec-20	23-Sep-19
Construction	Mar-21	Oct-21	TBD



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

Project Cost to Date	\$3,344	As of Date	Grant Funded	Total Budget
		May 2020	Yes	\$3,757,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY19	\$35,350
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$3,521,650

Project Description

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, a westbound bicycle lane, 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 totaling \$3,707,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$35,350 to the RTC Fund to contribute to the local match. Additional local funding is budgeted to cover project administration costs.

Project Status

FHWA has provided 70% project plans to the City for review. The City is also coordinating with NV Energy related to relocation of power poles.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Oct-20	N/A
Construction	Feb-21	Nov-21	N/A



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

Project Cost to Date	\$15,139	As of Date	Grant Funded	Total Budget
		May 2020	No	\$641,000
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

Project Description

This project includes the rehabilitation of Roop Street, between East 5th Street and East Musser Street. The project improvements 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

This project is currently in the design phase. Geotechnical work has been completed. A survey of the project area has been completed and right-of-way information has been compiled.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Mar-21	N/A
Construction	Apr-21	Sep-21	N/A



Project Name: Fairview Drive Rehabilitation Project
Project Number: P303519010
Department Lead: Public Works

Project Cost to Date	\$21,300	As of Date	Grant Funded	Total Budget
		May 2020	Yes	\$994,256
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-STBG)	FY19/20	\$589,278
2503035	507010	RT Fund	FY19/20	\$31,015
5203505	507010	Water Utility Fund	FY20	\$373,963

Project Description

This project includes the rehabilitation of Fairview Drive between Carson Street and Roop Street. The project includes a partial reconstruction and a partial mill and overlay with patching of the roadway. Other project improvements include the construction of new sidewalk, repair of existing sidewalk, stormwater enhancements, and ADA improvements to existing curb ramps and pedestrian push buttons.

Project Justification

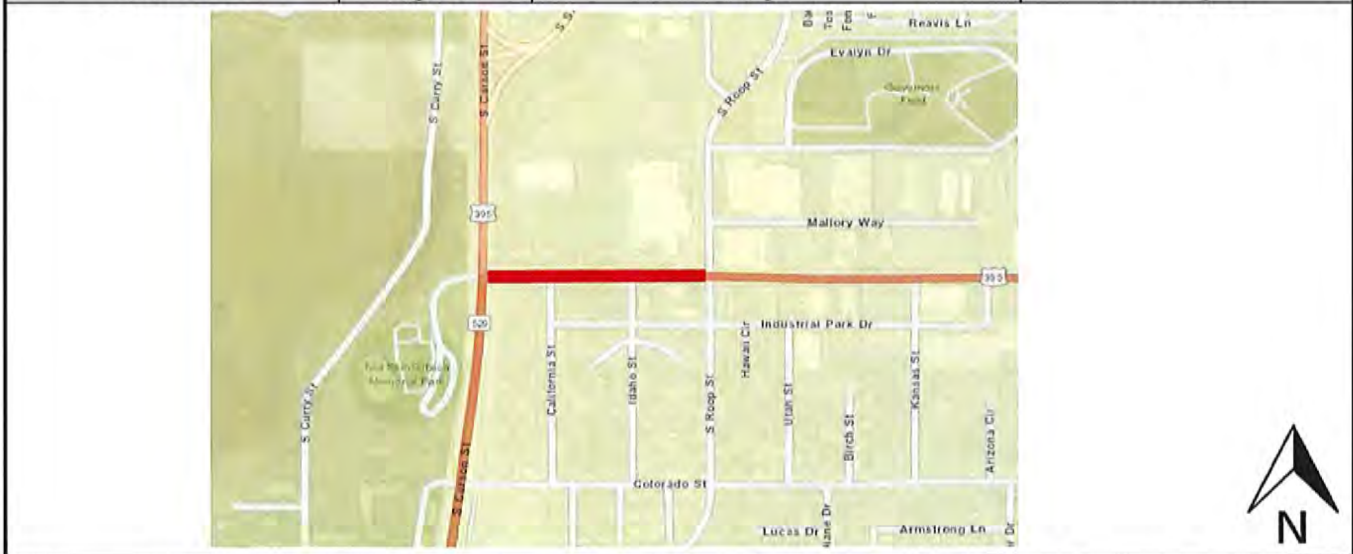
Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

The contractor, SNC, has started construction. They are beginning to install the waterline. Construction is anticipated to continue into September.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-19	Aug-19	N/A
Construction	Apr-20	Sep-20	21-Aug-19



Project Name: Airport Road Utility Replacement Project
Project Number: P320118065
Department Lead: Public Works

Project Cost to Date	\$252,040	As of Date	Grant Funded	Total Budget
		June 2020	Yes	\$2,466,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5103205	507010	Waste Water Fund	FY19	\$1,690,000
2503035	507010	RT Fund (Federal-STBG)	FY19	\$176,000
5203505	507010	Water Fund	FY20	\$600,000

Project Description

This project includes the replacement of sewer and water infrastructure and the reconstruction of the Airport Road between Highway 50 and Minonee Lane.

Project Justification

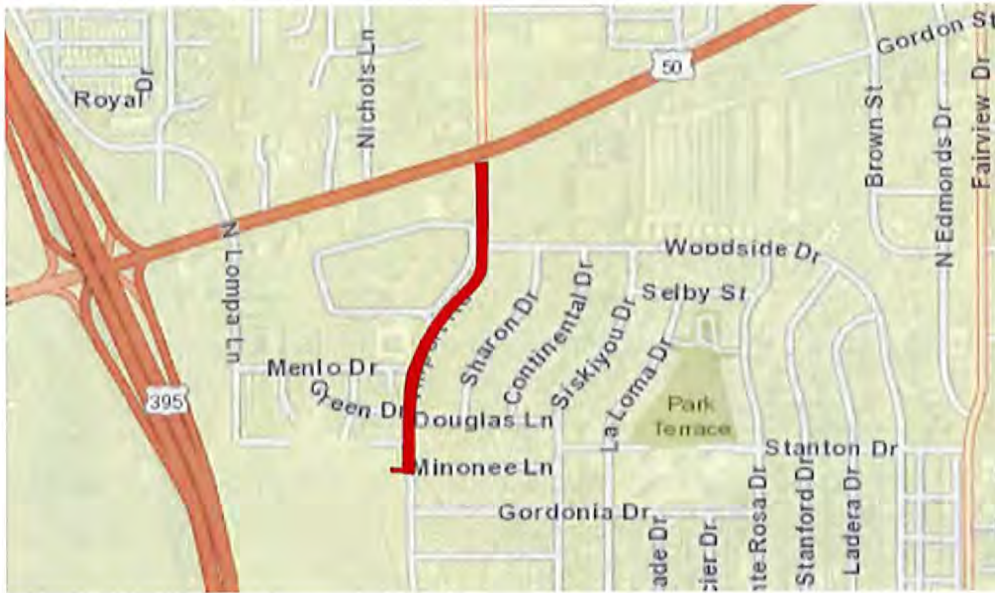
The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

The contractor A&K Earthmovers is progressing with construction. Dewatering wells have been installed along Airport Road and in US 50 to allow for construction of the sewer pipe. Following completion of the sewer, the waterline will be installed and the roadway will be repaved.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Dec-18	Aug-19	N/A
Construction	Mar-20	Sep-20	17-Sep-19



Project Name:	FY 2020 District 2 Winnie Lane Pavement Preservation			
Project Number:	P303519012			
Department Lead:	Public Works			
Project Cost to Date	\$10,236	As of Date	Grant Funded	Total Budget
		May 2020	No	\$193,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY19/20	\$193,000
Project Description				
This is a pavement preservation project (Type 3 Modified Slurry Seal) of Winnie Lane between N. Carson Street and Roop Street. It includes the reconstruction of sidewalks and driveways for drainage and ADA improvements.				
Project Justification				
The pavement condition along Winnie Lane necessitates a pavement preservation treatment to maintain existing pavement life and avoid rapid deterioration along this east/west route. There are ADA deficiencies along the sidewalk and a lack of curb ramps at crosswalk locations.				
Project Status				
The project is currently in the design phase. Staff is reviewing ADA improvement options. Following coordination with NV Energy, removal of the poles to underground facilities is cost prohibitive according to NV Energy's preliminary estimate received in May 2020.				
Project Schedule				
Phase	Start Date	Completion Date		Notice to Proceed Date
Design	Sep-19	TBD		NA
Construction	TBD	TBD		NA

Project Name: FY 2020 District 2 Roop Street Pavement Preservation
Project Number: P303519013
Department Lead: Public Works

Project Cost to Date	\$6,004	As of Date	Grant Funded	Total Budget
		May 2020	No	\$310,700
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY20	\$310,700

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Roop Street between Robinson Street and Hot Springs Road. Pavement patching is included for the segment between Northridge Drive and Hot Springs Road.

Project Justification

This route is a critical north-south route in Carson City. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration.

Project Status

The project was awarded at the May RTC Board meeting to SNC. Construction on Roop is anticipated to begin in June.

The City has held a construction kickoff meeting with the Contractor. The City is reviewing

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-20	Apr-20	N/A
Construction	Jun-20	Sep-20	N/A



Project Name: FY 2020 District 2 Saliman Road / Russell Way Pavement Preservation
Project Number: P303519016 P303519015
Department Lead: Public Works

Project Cost to Date	\$13,364	As of Date	Grant Funded	Total Budget
		May 2020	No	\$544,500
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$451,380
5203505	507010	Water Utility Fund	FY20	\$93,120

Project Description

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Fairview Drive and Long Street and Russell Way between William Street and Northridge Drive. It includes waterline trench repairs at the intersection of Robinson Street and ADA improvements at the intersection of Long Street and Russell Way. The project also includes installation of an Rectangular Rapid Flashing Beacon (RRFB) at the existing crosswalk at the Linear Ditch Pathway near Fremont Elementary.

Project Justification

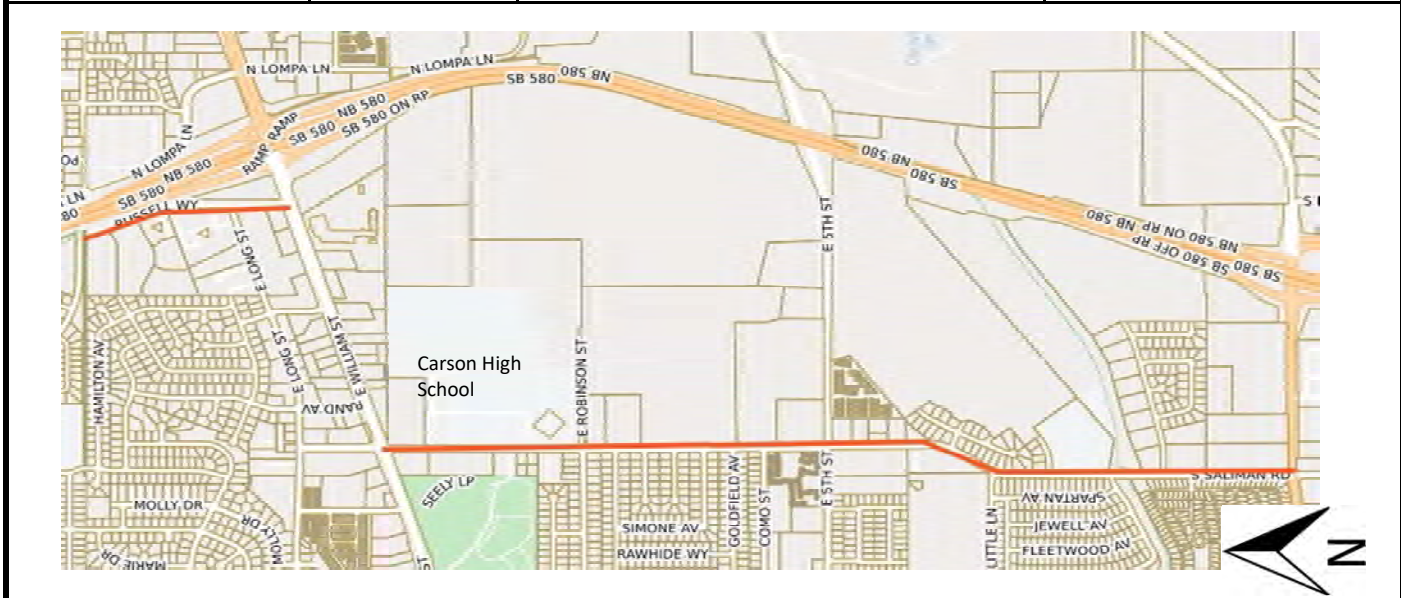
The pavement condition along Saliman Road and Russell Way necessitates a pavement preservation treatment to maintain existing pavement life and avoid rapid deterioration along this important north/south arterial. The RRFB will provide enhanced crosswalk awareness in the area of the school zone.

Project Status

The project was awarded at the May RTC Board meeting to SNC. Construction has begun and anticipated to be completed by August.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-19	Mar-20	N/A
Construction	Jun-20	Aug-20	N/A



Project Name: FY 2020 District 2 - Northridge Drive Pavement Reconstruct
Project Number: P303519014
Department Lead: Public Works

Project Cost to Date	\$15,813	As of Date	Grant Funded	Total Budget
		June 2020	Yes	\$1,135,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal - STBG)	FY20/21	\$989,660
2503035	507010	RT Fund	FY20/21	\$145,340

Project Description

Roadway reconstruction of Northridge Drive between Carriage Crest Drive and Eastridge Lane. The project includes full depth pavement reconstruction, ADA upgrades to curb ramps, and groundwater mitigation.

Project Justification

The pavement condition along this segment necessitated reconstruction. There are ADA deficient curb ramps along the road. Federal Surface Transportation Block Grant (STBG) funds are being used on this project.

Project Status

Design has reached 60% and plans have been submitted to NDOT for review. The LPA agreement with NDOT is pending approval by the RTC.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Mar-20	Sep-20	NA
Construction	May-21	Aug-21	TBD



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

Project Cost to Date	\$7,291	As of Date	Grant Funded	Total Budget
		May 2020		\$1,797,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5203505	507010	Water Fund	FY20	\$898,305
5103205	507010	Wastewater Utility Fund	FY20	\$207,540

Project Description

The scope of the project will be the installation of approximately 2,900 feet of 8” water main between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, storm drainage improvements at Rand Ave, and reconstruction of the Long Street pavement between Roop Street and Saliman Road.

Project Justification

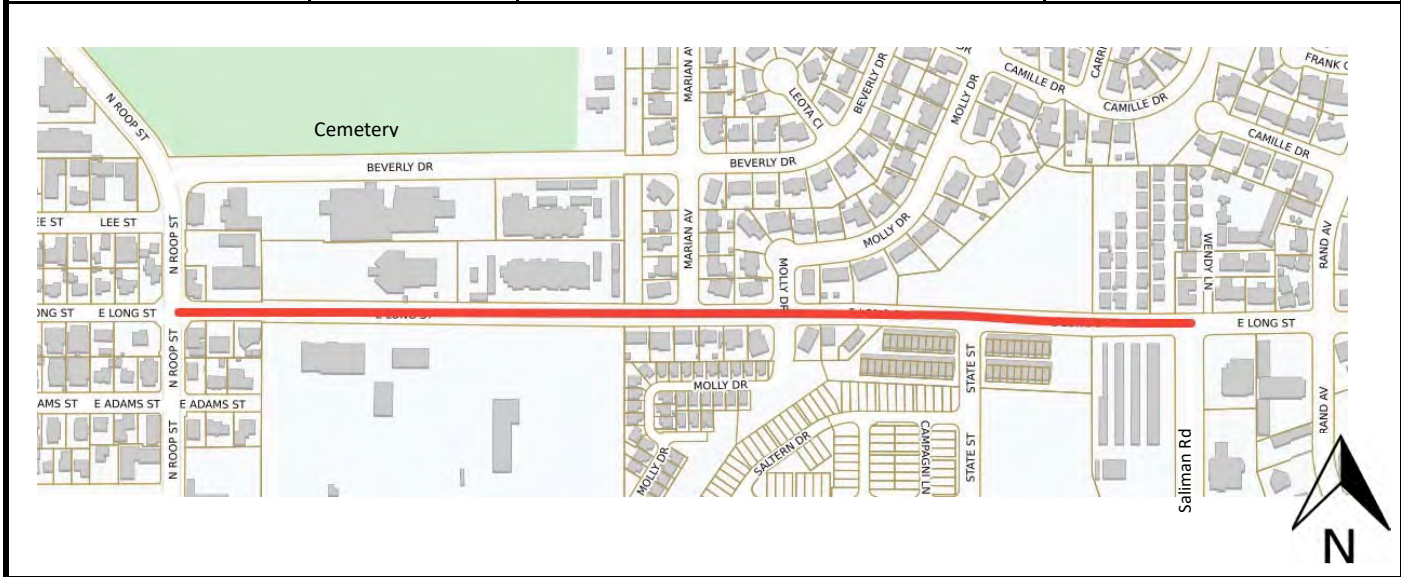
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since we will be trenching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

Project Status

Design work has started.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Apr-21	Jul-21	TBD



Project Name: FY 2020 District 2 - Telegraph Pavement Reconstruct
Project Number: P303520002
Department Lead: Public Works

Project Cost to Date	\$12,358	As of Date	Grant Funded	Total Budget
		May 2020	No	\$591,872
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$132,179
5203505	507010	Water Utility Fund	FY20	\$92,074
5103205	507010	Wastewater Utility Fund	FY20	\$107,619
6037510	507010	Redevelopment Fund	FY20	\$260,000

Project Description

Roadway reconstruction of Telegraph St between Carson and Plaza. District 2 FY20 project. This project includes replacement of water and sewer in Telegraph St between Carson and Plaza.

Project Justification

The existing pavement and utility conditions necessitate reconstruction. There are also ADA deficiencies along the sidewalk and a lack of curb ramps at crosswalk locations. This project will tie into the Downtown Carson Street Improvements.

Project Status

Design is ongoing. 90% plans have been completed. The project is anticipated to advertise for construction the week of June 8.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Jun-20	NA
Construction	Aug-20	Nov-20	TBD



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

Project Cost to Date	\$2,238	As of Date	Grant Funded	Total Budget
		June 2020	No	\$2,285,504
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504

Project Description

The project consists of replacing the sewer mains and manholes along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by 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

Design has started.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Dec-20	NA
Construction	Mar-21	Sep-21	NA

