



# CARSON CITY NEVADA

## Consolidated Municipality and State Capital

### PUBLIC WORKS

December 17, 2019

LATE MATERIAL

Item #: 17A

Meeting Date: 12/19/19

#### Re: Modifications between Draft TIGER Grant Agreement and Final TIGER Grant Agreement

This memorandum summarized the changes between the Draft TIGER grant agreement (dated 12/09/2019) and the Final TIGER Grant Agreement that will be added as late material to Agenda Item #17A for the upcoming December 19, 2019 Board of Supervisors meeting. The following is a list of the modifications:

#### All

- Removed DRAFT and 12/09/2019 date watermark

#### Pg. 1

- Section 4- Corrected typo in “Award To” address for Carson City:  
Carson City  
Public Works Department  
201 N. Carson Street, Suite 5 ~~Carson City, NV~~  
~~Carson City, NV~~ 89701-4264

#### Pg. 2

- Added grant number:  
FHWA FY 2017 TIGER Grant No. ~~##~~21

#### Pg. 3

- Section 2.2- Corrected typo in “Actual Completion of NEPA” Date:  
December ~~5~~ 5, 2019

#### Pg. 11

- Section 9.1- Corrected phone number for the “OST TIGER Discretionary Grants Coordinator”:  
(202) ~~366-8914~~366-0394

#### Pg. 13

- Section 12.1, 2nd sentence- “The parties shall execute this agreement in ~~triplicate~~ quadruplicate and intend each countersigned original to have identical legal effect.”
- Section 12.2, 2nd sentence- “The Recipient shall execute this agreement and then submit ~~three~~ four original signed copies of the agreement to the USDOT for execution.”

Sincerely,

Dan Stucky, P.E.  
City Engineer, Carson City

<p><b>1. Award No.</b> 693JJ32040002</p> <p><b>4. Award To</b>  Carson City Public Works Department 201 N. Carson Street, Suite 5 Carson City, NV 89701-4264  DUNS No.: 073787152 TIN No.: 886000189</p>	<p><b>2. Effective Date</b> See No. 17 Below</p> <p><b>5. Sponsoring Office</b>  U.S. Department of Transportation Federal Highway Administration Office of Acquisition &amp; Grants Management 1200 New Jersey Avenue, SE HCFA-32, Mail Drop E62-204 Washington, DC 20590</p>	<p><b>3. CFDA No.</b> 20.933</p>
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<p><b>6. Period of Performance</b>  Effective Date of Award – June 30, 2021</p>	<p><b>7. Total Amount</b>  Federal Share: \$ 7,570,202 Recipient Share: <u>\$11,137,991</u>  Total: <b>\$18,708,193</b></p>
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<p><b>8. Type of Agreement</b>  Grant</p>	<p><b>9. Authority</b>  Consolidated Appropriations Act, 2017 (Pub. L. 115-31, May 5, 2017)</p>
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<p><b>10. Procurement Request No.</b>  HOFM200007PR</p>	<p><b>11. Federal Funds Obligated</b>  \$7,570,202</p>
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<p><b>12. Submit Payment Requests To</b>  See Section 11.3, Page 11</p>	<p><b>13. Payment Office</b>  See Section 11.3, Page 11</p>
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**14. Accounting and Appropriations Data**  
  
1500C65E50.2017.070TG01500.7001000000.41050.61006600

**15. Description of Project**  
  
“Carson City Gateway: South Carson Street Complete Streets”

**RECIPIENT**  
**16. Signature of Person Authorized to Sign**

**FEDERAL HIGHWAY ADMINISTRATION**  
**17. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Nancy Paulson  
Title: City Manager

\_\_\_\_\_  
Signature Date  
Name: Stephanie Curtis  
Title: Agreement Officer

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE  
CONSOLIDATED APPROPRIATIONS ACT, 2017  
(PUB. L. 115-31, MAY 5, 2017)  
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS  
DISCRETIONARY GRANT PROGRAM  
(FY 2017 TIGER DISCRETIONARY GRANTS)**

**CARSON CITY**

**CARSON CITY GATEWAY: SOUTH CARSON STREET COMPLETE STREETS**

**FHWA FY 2017 TIGER Grant No. 21**

This agreement is between the United States Department of Transportation (the “**USDOT**”) and Carson City (the “**Recipient**”). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2017 (Pub. L. 115-31, May 5, 2017), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2017, 82 FR 42426 (September 7, 2017) (the “**NOFO**”). In this agreement, “**FY 2017 TIGER Discretionary Grant**” means an award under those provisions.

**ARTICLE 1. AWARD TERMS AND CONDITIONS**

- 1.1 **Operating Administration.** The Federal Highway Administration (the “**FHWA**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.
- 1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will accomplish that purpose by achieving the following objectives:
  - (1) timely completing the project that was described in the Recipient’s technical application, titled “Carson City Gateway: South Carson Street Complete Streets”, as modified by the negotiated provisions on the project’s material terms and conditions, including sections 2.1, 2.2, and 2.3 and the attachments referenced in section 1.8; and
  - (2) ensuring that this award does not substitute for non-Federal investment in that project.

1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2017 TIGER Discretionary Grant in the amount of \$7,570,202 for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2. Under 2 C.F.R. 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.

1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.6 **Fund Obligation.**

This agreement obligates the total amount of funds stated in section 1.3.

1.7 **Federal Award Identification Number.**

See Page 1, Line 1 for the Federal Award Identification Number.

1.8 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

**ARTICLE 2. PROJECT AND RECIPIENT INFORMATION**

2.1 **Summary of Project’s Statement of Work.** (See Attachment A for additional details).

The project will construct an approximately 2.5-mile complete streets corridor, including a corridor-wide road diet, a roundabout, a multi-use path, dedicated bicycle facilities, pedestrian safety improvements, storm water infrastructure, and fiber-optic communications infrastructure to support intelligent transportation systems (ITS).

2.2 **Summary of Project’s Estimated Schedule.** (See Attachment B for additional details).

Actual Completion of NEPA: December 5, 2019

Actual Completion of Final Design: December 6, 2019

Actual PS&E Approval: December 9, 2019

Planned Construction Start Date:	February 17, 2020
Planned Construction Substantial Completion and Open to Traffic Date:	December 31, 2020
Period of Performance End Date:	December 30, 2021
Planned Project Closeout Date:	December 30, 2022

**2.3 Summary of Project’s Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$ 7,570,202
Other Federal Funds (if any):	\$ 0
State Funds (if any):	\$ 0
Local Funds <sup>1</sup> (if any):	\$ 11,137,991
Private Funds (if any):	\$ 0
Other Funds (if any):	\$ 0
<b>Total Project Cost:</b>	<b>\$ 18,708,193</b>

<sup>1</sup> Water Utility Fund (\$475,000), Wastewater Utility Fund (\$225,000), Stormwater Utility Fund (\$2,425,000), Infrastructure Tax Fund-1/8 Cent Sales Tax (\$1,561,772), and Redevelopment Fund (\$200,000), and Local Gas Tax Fund (\$6,251,219).

**2.4 Recipient Cost Share Certification.**

As negotiated, the Recipient hereby certifies that not less than \$11,137,991 in non-Federal funds are committed to fund the project.

**2.5 Project’s State and Local Planning Requirements.**

Carson Area Metropolitan Planning Organization (CAMPO) 2040 Regional Transportation Plan adopted August 2016;  
CAMPO FFY 2018-2021 Transportation Improvement Program (TIP)

**2.6 Project’s Environmental Approvals and Processes.**

Environmental Documentation Type, Titles and Date:  
FHWA Categorical Exclusion (CE) for the South Carson Complete Streets Project, approved December 5, 2019

Environmental Decision Type and Date:  
Categorical Exclusion – “D” List, approved December 5, 2019

Name of Agency and Office Approving each Environmental Decision Document:

FHWA Nevada Division

2.7 **Recipient’s and any Subrecipient’s Unique Entity Identifiers.**

Dun and Bradstreet Data Universal Numbering System No. (the “**DUNS No.**”) of the Recipient: 073787152

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

2.8 **Recipient Contacts.**

Primary:	Dan Stucky City Engineer Carson City 3505 Butti Way Carson City, NV 89701 775.283.7084 <a href="mailto:dstucky@carson.org">dstucky@carson.org</a>	Secondary:	Tom Grundy Senior Project Manager Carson City 3505 Butti Way Carson City, NV 89701 775.283.7081 <a href="mailto:tgrundy@carson.org">tgrundy@carson.org</a>
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**ARTICLE 3. GENERAL REPORTING TERMS**

- 3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient’s timely submission of the reports that this agreement requires, or the Recipient’s failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “**OMB**”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

## ARTICLE 4. PROGRESS REPORTING

- 4.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 4.2 **Closeout Information.** No later than 90 days after the period of performance end date that is listed in section 2.2, the Recipient shall:
- (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and any other information required under the Administering Operating Administration's closeout procedures; and
  - (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.
- 4.3 **Project Closeout.** In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.2.

## ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.
- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:
- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and
  - (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.
- 5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

## **ARTICLE 6. AGREEMENT MODIFICATIONS**

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

- (a) The Recipient may update the contacts who are listed in section 2.8 by written notice to all of the USDOT contacts who are listed in section 9.1.
- (b) The USDOT may update the contacts who are listed in section 9.1 by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

## **ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.

7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.



### 7.3 **Budget Changes.**

- (a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (b) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 1.2 and 2.1, and that the Recipient could complete with the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs.
- (c) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3 and either the Recipient does not make a proposal under section 7.3(b) or the USDOT does not accept the Recipient's proposal under section 7.3(b), then:
  - (1) in a request under section 7.3(a), the Recipient shall reduce the Federal Share by the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs; and
  - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the "TIGER Discretionary Grant Amount" and the "Other Federal Funds (if any)" amounts that are listed in section 2.3.

- (d) The Recipient acknowledges that amounts that are required to be refunded under section 7.3(c)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

7.4 **USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 7, and in doing so may elect to consider only the interests of the TIGER Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 7 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 6.1.

## **ARTICLE 8. TERMINATION AND EXPIRATION**

### 8.1 **USDOT Termination.**

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (1) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2, 2.3, and 2.4;
  - (2) The Recipient fails to begin construction before **April 17, 2020**;
  - (3) The Recipient fails to begin expenditure of award funds by **May 29, 2020**;
  - (4) The Recipient fails to achieve the Construction Substantial Completion and Open to Traffic Date by **March 31, 2021**;
  - (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
  - (6) The USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section the USDOT may elect to consider only the interests of the TIGER Discretionary Grant program and the USDOT.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 **Fund Liquidation, Adjustment, and Cancellation.**

- (a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).
- (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.343–345.
- (c) Outstanding FY 2017 TIGER Discretionary Grant balances are canceled by statute after September 30, 2025, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival.** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

## **ARTICLE 9. USDOT CONTACTS**

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Stephanie Curtis  
Agreement Officer (AO)  
Federal Highway Administration

Office of Acquisition and Grants Management  
HCFA-32, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
Phone Number (202) 366-6014  
[stephanie.curtis@dot.gov](mailto:stephanie.curtis@dot.gov)

and

Matthew Carr  
Agreement Specialist (AS)  
Office of Acquisition and Grants Management  
HCFA-32, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
Phone Number (202) 366-8404  
[matthew.carr@dot.gov](mailto:matthew.carr@dot.gov)

and

Juan Balbuena-Merle  
Safety & Operations Engineer  
Federal Highway Administration – Nevada Division  
705 N. Plaza Street, Suite 220  
Carson City, NV 89701  
(775) 687-8582  
[Juan.Balbuena@dot.gov](mailto:Juan.Balbuena@dot.gov)

and

FHWA TIGER Program Manager  
Federal Highway Administration  
Office of Freight Management and Operations  
1200 New Jersey Avenue, SE  
Room E84-429  
Washington, DC 20590  
(202) 366-2639  
[FHWA-TIGER.Reports@dot.gov](mailto:FHWA-TIGER.Reports@dot.gov)

and

OST TIGER Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE  
Washington, DC 20590

(202) 366-0394  
[TIGERGrants@dot.gov](mailto:TIGERGrants@dot.gov)

## ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.
- 10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: [https://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy17\\_tiger9\\_exhbt/fy17\\_tiger9\\_exhbt.pdf](https://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy17_tiger9_exhbt/fy17_tiger9_exhbt.pdf)
- |           |  |
|-----------|--|
| Exhibit A | Legislative Authority                          |
| Exhibit B | General Terms and Conditions                   |
| Exhibit C | Applicable Federal Laws and Regulations        |
| Exhibit D | Grant Assurances                               |
| Exhibit E | Responsibility and Authority of the Recipient  |
| Exhibit F | Reimbursement of Project Costs                 |
| Exhibit G | Grant Requirements and Contract Clauses        |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

## ARTICLE 11. SPECIAL GRANT REQUIREMENTS

### 11.1 Subawards and Contracts.

- (a) The Recipient shall obtain prior written approval from the Agreement Officer (the “AO”) for the subaward, transfer, or contracting out of any work under this agreement.
- (b) Approval of a subaward or contract under this agreement is contingent upon a fair and reasonable price determination and AO approval of each proposed subrecipient and contractor.
- (c) The USDOT hereby approves the following subawards and contracts under this agreement:

No subawards or contracts have been approved.

11.2 **Key Personnel.** The Recipient shall provide written notice to the AO no later than 30 days after any change in key personnel identified in this section. The following individuals are key personnel:

Name	Title/Position
Dan Stucky	City Engineer
Tom Grundy	Sr. Project Manager
Lucia Maloney	Transportation Manager

11.3 **Reimbursement Requests.**

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 1.6 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer’s Representative (the “**AOR**”) reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 11.3(b) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
 US Department of Transportation,  
 Office of Financial Management B-30, Room W93-431  
 1200 New Jersey Avenue SE  
 Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA  
P.O. Box 268865  
Oklahoma City, OK 73125-8865  
Attn: Matthew Carr

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

#### 11.4 **Final Section.**

- (a) The Right-of-Way Relinquishment Agreement between Carson City and Nevada Department of Transportation (RT 16-02A1) was executed on November 20, 2018.
- (b) There are no other special grant requirements for this project.

### **ARTICLE 12. EXECUTION**

- 12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in quadruplicate and intend each countersigned original to have identical legal effect.
- 12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit four original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2017 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT.

**EXECUTION BY THE USDOT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of USDOT's Authorized Representative

Stephanie Curtis

\_\_\_\_\_  
Name of USDOT's Authorized Representative

Agreement Officer

\_\_\_\_\_  
Title

**EXECUTION BY CARSON CITY, NEVADA**

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of Recipient's Authorized Representative

Nancy Paulson  
Name of Recipient's Authorized Representative

City Manager  
Title



## **ATTACHMENT A STATEMENT OF WORK**

The project will construct an approximately 2.5-mile complete streets corridor, including a corridor-wide road diet, a roundabout, a multi-use path, dedicated bicycle facilities, pedestrian safety improvements, stormwater infrastructure, and fiber-optic communications infrastructure to support intelligent transportation systems (ITS).

### **Major Project Activities**

#### Construction Engineering Services – includes:

- Construction Management (Carson City Staff)
- Inspection (Carson City Staff)

#### Miscellaneous Construction Activities – includes:

- Mobilization
- Traffic Control
- Dust Control
- Stormwater Pollution Control
- Construction Survey
- General Conditions

#### Utility Improvements – includes:

- Abandonments and Removals
- Water Improvements
- Sewer Improvements
- Storm Drain Improvements

#### Fiber-Optic Infrastructure – includes:

- Fiber-optic infrastructure to support intelligent transportation systems (ITS) and communication systems.

#### Street Improvements – includes:

- Removals
- Pavement Surfacing
- Multi-use Path
- Bicycle Facilities
- Concrete (curb, gutter, sidewalk, medians, ramps and driveways)
- Pavement Marking
- Roadway Signage
- Traffic Signal Modifications
- Pedestrian Crossings
- Roundabout
- Street Lighting
- Streetscape

Electrical – includes:

Streetlights and the installation of electrical infrastructure to support streetlights and irrigation systems.

Landscaping – includes:

Installation of functional irrigated landscaping to provide a protective buffer for the multi-use path users, increased infiltration and prevention of erosion, enhanced shade for cyclists and pedestrians, sight distance control at roundabout, channeling of pedestrian and vehicle traffic along corridor, and the treatment of roadway runoff to improve stormwater quality.

Risk Reserve/Contingency – includes:

Contingency fund to cover costs associated with unexpected changes in the scope of work during the construction process.

**ATTACHMENT B  
ESTIMATED PROJECT SCHEDULE**

Actual Start of Preliminary Engineering:	January 1, 2018
Actual End of Preliminary Engineering:	July 6, 2018
Actual Right of Way Acquisition:	November 20, 2018
Actual Completion of NEPA:	December 5, 2019
Actual Completion of Final Design:	December 6, 2019
Actual PS&E Approval:	December 9, 2019
Planned Construction Contract Award Date:	February 6, 2020
Planned Construction Start Date:	February 17, 2020

<b>Major Project Activity</b>	<b>Planned Start Date</b>	<b>Planned End Date</b>
Construction Engineering Services	February 6, 2020	December 31, 2021
Miscellaneous Construction Activities	February 17, 2020	December 31, 2020
Utility Improvements	February 17, 2020	December 31, 2020
Fiber-Optic Infrastructure	February 17, 2020	December 31, 2020
Street Improvements	February 17, 2020	December 31, 2020
Electrical	February 17, 2020	December 31, 2020
Landscaping	September 1, 2020	December 31, 2020
Risk Reserve/Contingency	February 17, 2020	December 31, 2020

Planned Construction Substantial Completion and Open to Traffic Date:	December 31, 2020
Period of Performance End Date:	December 30, 2021
Planned Project Closeout Date:	December 30, 2022

**ATTACHMENT C  
ESTIMATED PROJECT BUDGET**

<b>Activity</b>	<b>FY17 TIGER Funds</b>	<b>Other Federal Funds</b>	<b>Match to Other Federal Funds</b>	<b>Local Funds<sup>1</sup></b>	<b>State Funds</b>	<b>Other Funds</b>	<b>Project Cost</b>
Construction Engineering Services				\$200,000			\$200,000
Miscellaneous Construction Activities	\$1,103,669			\$1,028,326			\$2,132,025
Utility Improvements	\$652,190			\$3,025,000			\$3,677,190
Fiber-Optic Infrastructure	\$620,642						\$620,642
Street Improvements	\$1,932,283			\$6,201,219			\$8,133,502
Electrical	\$1,656,977						\$1,656,977
Landscaping	\$1,604,411			\$200,000			\$1,804,411
Risk Reserve/ Contingency				\$483,446			\$483,446
<b>Total</b>	<b>\$7,570,202</b>			<b>\$11,137,991</b>			<b>\$18,708,193</b>

<sup>1</sup> Water Utility Fund (\$475,000), Wastewater Utility Fund (\$225,000), Stormwater Utility Fund (\$2,425,000), Infrastructure Tax Fund-1/8 Cent Sales Tax (\$1,561,772), and Redevelopment Fund (\$200,000), and Local Gas Tax Fund (\$6,251,219).

**ATTACHMENT D  
PERFORMANCE MEASUREMENT TABLE**

**Study Area:** South Carson Street from Fifth Street to Appion Way.

**Pre-project Measurement Date:** May 22, 2019

**Pre-project Report Date:** March 17, 2020

**Project Outcomes Report Date:** December 31, 2024

**Table 1: Performance Measurement Table**

<b>Measure</b>	<b>Description and Category of Measure</b>	<b>Measurement Period</b>	<b>Reporting Period</b>
Auto Crash Rates by Type/Severity	<p style="text-align: center;"><b>Safety</b></p> <p>Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes.</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of December 31, 2021 December 31, 2022 December 31, 2023</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning January 31, 2022, annually</p>
Bike and Pedestrian Counts/Trips	<p style="text-align: center;"><b>Economic Competitiveness</b></p> <p>A permanent count station will be installed along the corridor on the new multi-use path to count an aggregate of bicyclists and pedestrians.</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of December 31, 2021 December 31, 2022 December 31, 2023</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning January 31, 2022, annually</p>