

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

**Day:** Wednesday  
**Date:** November 9, 2022  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:**

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

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

**1. Call to Order – Regional Transportation Commission**

**2. Roll Call**

**3. Public Comment:\*\***

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

**4. For Possible Action: Approval of Minutes – October 12, 2022**

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

5-A For Discussion Only – Discussion and presentation regarding potential mechanisms to increase funding for the construction and maintenance of Carson City’s roads and roads-related transportation infrastructure.

Staff Summary: The condition of the Carson City’s roadway pavement and transportation infrastructure is declining, particularly on local, neighborhood streets which represent 71% of the City’s roadway network. Without additional funding sources, the condition of Carson City’s

roadway pavement and roads-related transportation infrastructure will continue to decline. Staff, with consultant support, will present the Carson City Roads Funding: Local Funding Options Technical Report (“Report”). The Report describes road-related functions that are the responsibility of Carson City, quantifies the gap between current funding and the funding needed to maintain existing roads in their current condition, and provides a detailed evaluation of four potential funding mechanisms. The Report also summarizes each mechanism’s ability to shrink the identified funding gap for roadway construction and maintenance.

5-B For Possible Action – Discussion and possible action regarding a determination that Herback General Engineering, LLC (“Herback”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Colorado Street Corridor Project (“Project”) to make improvements to Colorado Street between S. Carson Street and Saliman Road and to award Contract No. 21300216 for the Project to Herback for a total not to exceed amount of \$4,054,674.42.

Staff Summary: This contract is for all labor, materials, tools, and equipment necessary for the Project improvements including concrete sidewalk and curb ramp upgrades, as well as pavement reconstruction. The not to exceed amount of \$4,054,674.42 includes the base bid amount of \$3,686,067.65, plus a 10% contingency amount of \$368,606.77. The engineer’s estimate was \$3,500,000.00 for the base bid.

## 6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Street operations activity report for September 2022

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

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

## 7. Public Comment:\*\*

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

## 8. For Possible Action: To Adjourn

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

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

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

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

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

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

[www.carson.org/agendas](http://www.carson.org/agendas)

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**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**  
**Minutes of the October 12, 2022 Meeting**  
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**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, October 12, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

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

**STAFF:** Dan Stucky, Deputy Public Works Director  
Chris Martinovich, Transportation Manager  
Adam Tully, Deputy District Attorney  
Kelly Norman, Transportation Planner/Analyst  
Rebecca Bustos, Grant Analyst  
Alex Cruz, Transit Coordinator  
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](http://carson.org/minutes).

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

(5:06:52) – Chairperson Bagwell called the meeting to order at 5:06 p.m.

**2. ROLL CALL**

(5:06:55) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(5:07:05) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – SEPTEMBER 14, 2022**

(5:07:15) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

**(5:07:29) – Vice Chair Schuette moved to approve the minutes of the September 14, 2022 RTC meeting as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

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**Minutes of the October 12, 2022 Meeting**

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**DRAFT**

**5. PUBLIC MEETING ITEMS**

**5-A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING 30% DESIGN CONCEPTS FOR THE EAST WILLIAM STREET COMPLETE STREETS PROJECT (“PROJECT”).**

(5:08:01) – Chairperson Bagwell introduced the item. City Engineer Randy Rice, NCE Engineering and Environmental Services Principal Angie Hueftle, and Project Manager Darren Anderson reviewed a PowerPoint presentation, incorporated into the record, of the 30% design concept for the East William Street Complete Streets Project (including funding sources and the timeline for next steps) and responded to clarifying questions. Mr. Anderson recommended visiting [www.carsonproud.com](http://www.carsonproud.com) for up-to-date information on the project.

(5:22:05) – Commissioner Macquarie recommended not blocking sight lines with median landscaping, especially at the State Street intersection. He also suggested a “staggered crosswalk” to increase pedestrian awareness. Chairperson Bagwell inquired about the removal of the left-hand turn at Saliman Road. Mr. Anderson clarified that the left turn lanes to the high school will remain and only those away from the high school will be removed. Chairperson Bagwell noted that many residents will not be “happy” with the change and recommended revisiting the decision. She also suggested avoiding trees in medians for sight and safety issues. Commissioner Dodson was informed that the medians were primarily on the west side of the project and that the plan was to use “water-savvy plants” and put medians where roads need rehabilitation. Mr. Rice clarified for Commissioner Novak that Staff was having conversations with upcoming developments as well to mitigate future issues. There were no public comments. This item was not agendized for action.

**5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) AN INTERLOCAL AGREEMENT (“AGREEMENT”) WITH DOUGLAS COUNTY FOR THE DEVELOPMENT OF A DOUGLAS COUNTY SAFE ROUTES TO SCHOOL MASTER PLAN (“DOUGLAS COUNTY PLAN”) THROUGH THE WESTERN NEVADA SAFE ROUTES TO SCHOOLS PROGRAM (“WN-SRTS PROGRAM”) WITH DOUGLAS COUNTY RESPONSIBLE FOR PROVIDING \$20,000 TO SERVE AS LOCAL MATCHING FUNDS; AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO SIGN THE AGREEMENT AS WELL AS FUTURE AMENDMENTS TO THE AGREEMENT.**

(5:43:32) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement that would apply to items 5-B and 5-C, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich gave background and reviewed the Staff Report and accompanying draft agreement, both of which are incorporated into the record. Chair Bagwell praised Staff for the agreement and entertained Commission and/or public comments; however, none were forthcoming. She also entertained a motion.

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**DRAFT**

**(5:46:17) – Commissioner Macquarie moved to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as future amendments extending the time for performance or increasing Douglas County’s local match obligation. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE REGIONAL TRANSPORTATION COMMISSION’S (“RTC”) OPTION UNDER CONTRACT 21300284 (“CONTRACT”) TO DIRECT HDR ENGINEERING, INC. (“HDR”) TO PERFORM THE SECOND PHASE OF THE APPION WAY INTERSECTION AND TRAFFIC SIGNAL DESIGN PROJECT (“PROJECT”), WHICH COVERS 90% AND FINAL DESIGN SERVICES (“PHASE 2 SERVICES”), WITH A NOT TO EXCEED AMOUNT OF \$69,136 AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$223,120.**

(5:47:22) – Chairperson Bagwell introduced the item and acknowledged that Vice Chair Schuette’s disclosure during item 5-B would still stand. Mr. Martinovich reviewed the project and the agreement outlined in the Staff Report and incorporated into the record. Chairperson Bagwell entertained Commission and/or public comments and when none were forthcoming, a motion.

**(5:48:13) – Commissioner Dodson moved to approve exercising the Contract’s Phase 2 Services option. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-D FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING THE JUMP AROUND CARSON (“JAC”) FEDERAL FISCAL YEAR (“FFY”) 2023–2026 TRANSIT ASSET MANAGEMENT (“TAM”) PLAN.**

(5:48:33) – Chairperson Bagwell introduced the item. Mr. Cruz presented the Jump Around Carson (JAC) Transit Asset Management (TAM) Plan for FFY 2023-2026, incorporated into the record, which included Inventory of Capital Assets, Condition Assessments, Decision Support Tools, and Investment Prioritization. He also responded to clarifying questions. Mr. Cruz informed Commissioner Dodson that five new buses had been in service since late August and that the vendor for contactless fares had been selected and an installation date would be finalized in a few weeks. He also informed Chair Bagwell that regardless of contactless fare implementation, the new fares will be in effect by early November. Mr. Martinovich explained that public outreach was needed prior to the fare increase. Commissioner Macquarie recommended “gearing up for electric buses” in the upcoming four-year period, which he believed would save the City money. Chairperson Bagwell noted that there was a six-year wait for electric buses according to the Tahoe Transportation District. There were no public comments, and this item was not agendized for action.

**6. NON-ACTION ITEMS:**

**6-A TRANSPORTATION MANAGER’S REPORT**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

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**DRAFT**

(5:59:18) – Mr. Martinovich explained that some of the new development projects in the City were participating in the City’s “pro rata share program,” adding that one was the traffic signal on South Carson Street and Appion Way and the other was the “Ormsby Boulevard Connector.”

**6-B STREET OPERATIONS ACTIVITY REPORT FOR AUGUST 2022**

(6:01:36) – Chairperson Bagwell entertained questions regarding the August 2022 Street Operations Report, incorporated into the record; however, none were forthcoming.

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

- **FUTURE AGENDA ITEMS**

(6:00:12) – Mr. Martinovich stated that “an update on our local roadway funding (Neighborhood Street Funding Initiative) would be agendized for the November RTC meeting, in addition to two Local Public Agency (LPA) agreements with NDOT. He also anticipated a bid award for the Colorado Street Project to be discussed at the next meeting.

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

**7. PUBLIC COMMENT**

(6:01:56) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(6:02:03) – Chairperson Bagwell adjourned the meeting at 6:02 p.m.

The Minutes of the October 12, 2022 Carson City Regional Transportation Commission meeting are so approved on this 9<sup>th</sup> day of November, 2022.





## STAFF REPORT

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

**Meeting Date:** November 9, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Discussion Only** – Discussion and presentation regarding potential mechanisms to increase funding for the construction and maintenance of Carson City’s roads and roads-related transportation infrastructure.

**Staff Summary:** The condition of the Carson City’s roadway pavement and transportation infrastructure is declining, particularly on local, neighborhood streets which represent 71% of the City’s roadway network. Without additional funding sources, the condition of Carson City’s roadway pavement and roads-related transportation infrastructure will continue to decline. Staff, with consultant support, will present the Carson City Roads Funding: Local Funding Options Technical Report (“Report”). The Report describes road-related functions that are the responsibility of Carson City, quantifies the gap between current funding and the funding needed to maintain existing roads in their current condition, and provides a detailed evaluation of four potential funding mechanisms. The Report also summarizes each mechanism’s ability to shrink the identified funding gap for roadway construction and maintenance.

**Agenda Action:** Other/Presentation

**Time Requested:** 45 minutes

### Proposed Motion

N/A

### Background/Issues & Analysis

Carson City maintains approximately 284 centerline miles of paved roadways. Regional roads, such as those classified as “arterials” and “collectors”, make up about 29% of the City’s roadway network. The remaining roads, classified as “local”, represent the majority, or 71%, of the network and mainly consist of residential and neighborhood streets. While the condition of the regional roads has improved slightly over the past few years, the condition of Carson City’s local/neighborhood roads is declining at a rapid rate. Carson City’s neighborhood streets are currently in Fair condition, with a Pavement Condition Index (“PCI”) score of 56 out of a possible 100. If additional funding is not allocated towards Carson City’s paved roadway assets, pavement conditions of neighborhood streets are projected to be in Very Poor condition, with a network average PCI score of 36, by 2030.

Current annual funding for roadway construction and maintenance projects is approximately \$4.5 million. As noted in the Carson City Pavement Condition Analysis Final Report dated August 2022, annual funding in the amount of \$25.5 million is estimated to be needed to maintain the overall roadway network in its current condition.

As directed by the Board of Supervisors at the 2020 Annual Board Retreat, Carson City staff partnered with a consultant to research and evaluate eight potential roadway funding mechanisms. These options were presented

to both the RTC in June 2021 and the Board of Supervisors in August 2021. At the August 2021 meeting, the Board of Supervisors narrowed down the list of potential funding mechanisms and directed staff to explore and further research four potential funding mechanisms. The four mechanisms are listed below.

1. General Improvement District (GID) - NRS 318
2. Local Improvements Special Districts (SID)s - NRS 271
3. Special Purposes (Transportation) Sales Tax - NRS 377A
4. Infrastructure Sales Tax - NRS 377B

Working with the City’s consultant, additional research and analysis on the four mechanisms has been completed and documented in the Report. Specifically, the Report:

- Describes the roads and road-related functions that are the responsibility of Carson City Public Works,
- Discusses the funding gap to maintain existing roads in their current condition,
- Presents the benefits and limitations of each of the four potential financing mechanisms,
- Presents the broad steps and timeline for implementation of each of the funding mechanisms, and
- Provides observations and findings of the research presented, and outlines steps in the path forward to fund roadway construction, preventative maintenance, and preservation.

The Report, the associated supporting material, and input received by RTC, will ultimately be presented to the Board of Supervisors for their consideration.

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

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

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Alternatives**

N/A

**Supporting Material**

- Exhibit-1: Local Roads Funding Options PowerPoint Presentation
- Exhibit-2: Carson City Roads Funding: Local Funding Options Technical Report
- Exhibit-3: Carson City Roads Funding: Local Funding Options Summary Matrix
- Exhibit-4: Carson City Pavement Condition Analysis Final Report (August 2022)



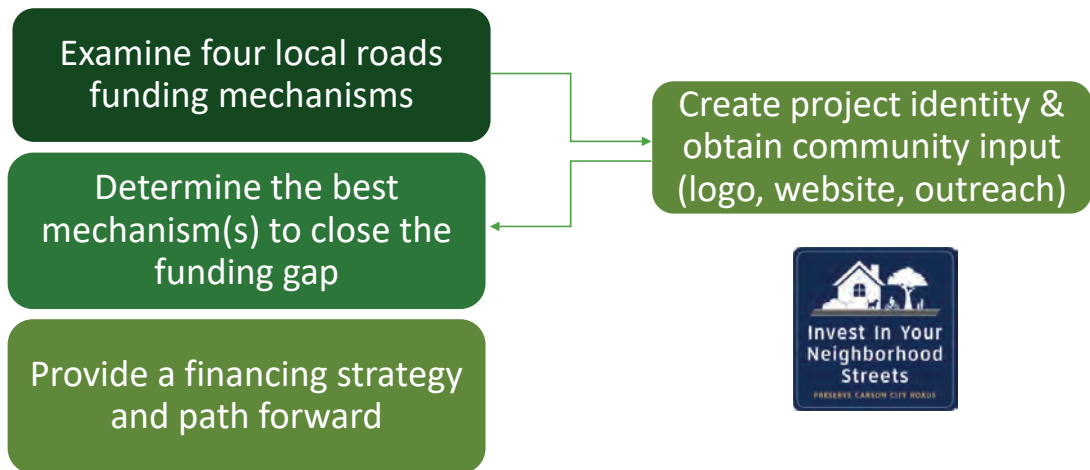
# Local Roads Funding Options

RTC Meeting – November 9, 2022

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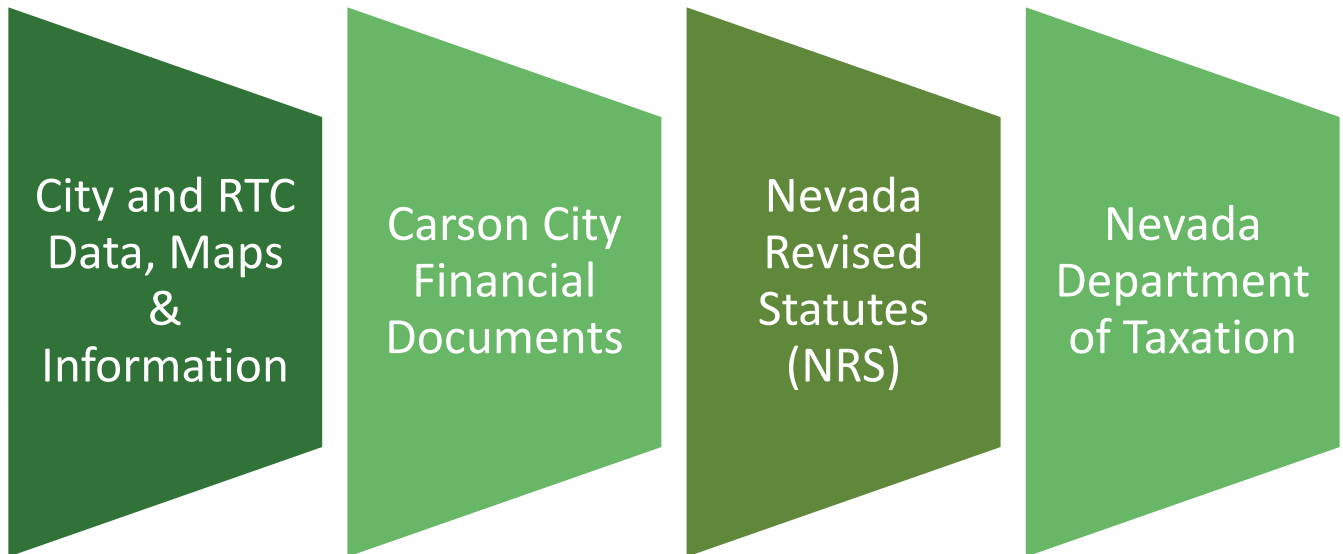
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## Purpose



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# Data Sources



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# Road and Road-Related Functions

## Pavement Maintenance

Actions to preserve and prolong pavement life through routine maintenance and preservation

- Pothole sealing, crack filling, slurry sealing



## Road Reconstruction

Design and construction of failed roadways



## Right-of-Way

Sweeping, sanding, snow removal



## Access, Mobility and Safety

Pedestrian crossings, bike lanes, ADA sidewalks and ramps



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# Road and Road-Related Functions

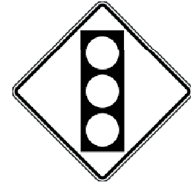
## Landscape and Public Spaces

Weed control, right-of-way maintenance, maintenance of landscaping and public spaces adjacent to roads



## Traffic Operations

Signage, pavement markings, street lights, traffic lights



## Sidewalk Management

Inspections and repairs



## Transit

Buses, shelters, operations



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# Pavement Condition Index (PCI)

Condition Category	
Good	PCI: 86 - 100
Satisfactory	PCI: 71 - 85
Fair	PCI: 56 - 70
Poor	PCI: 41 - 55
Very Poor	PCI: 26 - 40
Serious	PCI: 11 - 25
Failed	PCI: 0 - 10

Regional Roads

**Satisfactory**

PCI is 74



Hells Bells

Local Roads

**Fair/Poor \***

PCI is 56



Little Lane

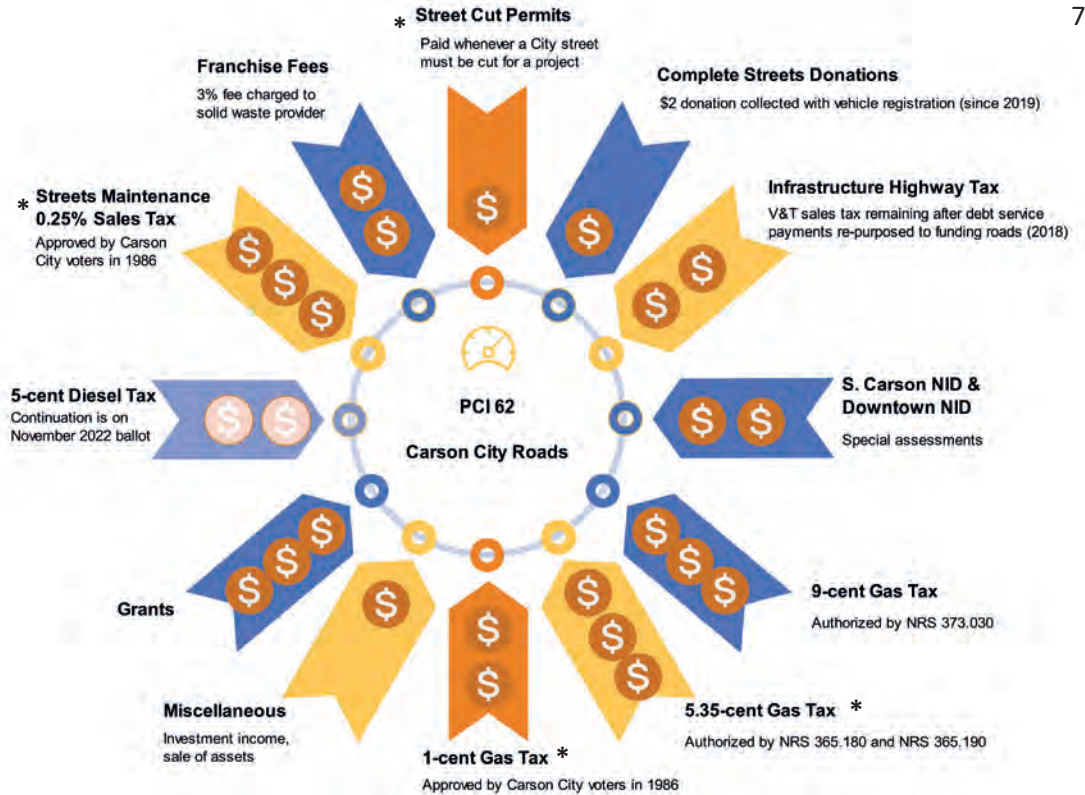
\* In 2021, the Local Roads PCI was assessed Poor. In 2022, the Local Roads PCI was assessed Fair approaching Poor.

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# All Roads Current Funding Sources

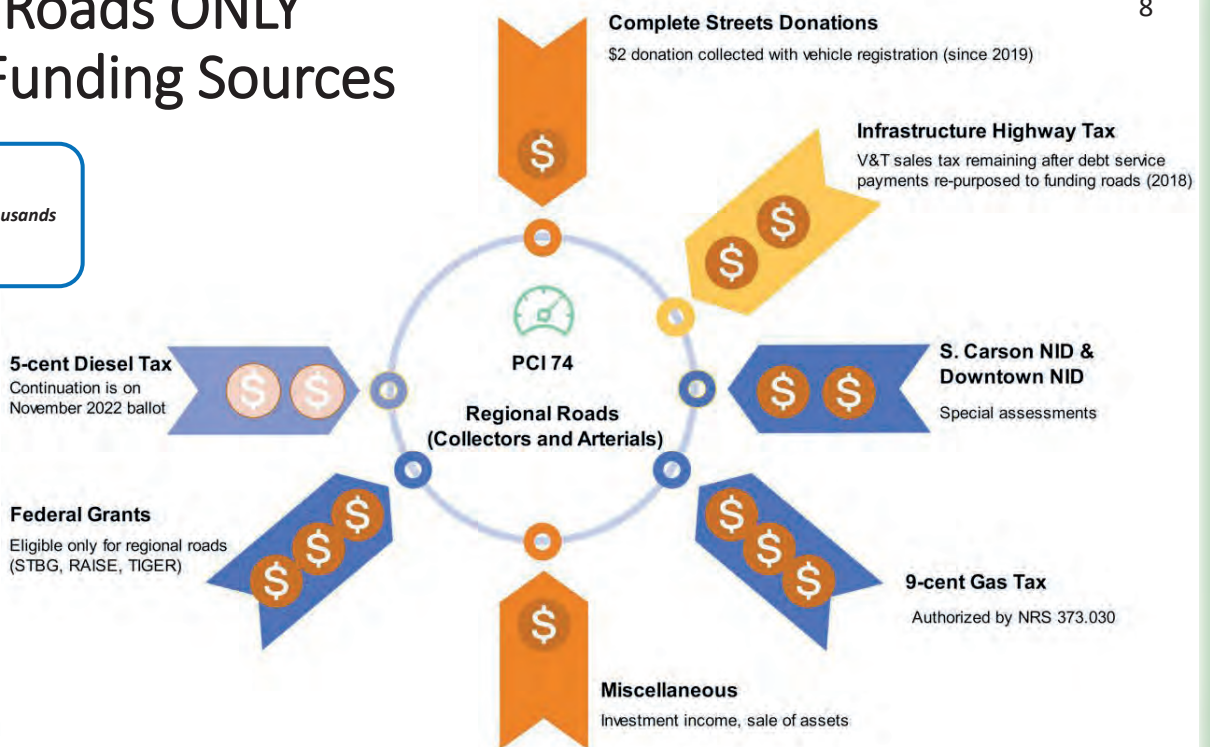
\* Revenues spent on both regional and local roads

\$ tens of thousands  
\$ \$ hundreds of thousands  
\$ \$ \$ millions



# Regional Roads ONLY Current Funding Sources

\$ tens of thousands  
\$ \$ hundreds of thousands  
\$ \$ \$ millions



# Local Roads ONLY Current Funding Sources



# The Funding Gap

	Annual Funding	
Revenue	\$10.0 Million	Excludes grants for regional roads and revenue for debt service
Operating Expenses	\$5.5 Million	Staffing, fleet, services and supplies
<b>Capital Projects</b>	<b>\$4.5 Million</b>	<b>Remaining revenue for roads preservation projects</b>
Pavement Upkeep	\$25.5 Million	Estimated annual cost to keep Local Roads in Fair (approaching Poor) Condition and Regional Roads in Satisfactory Condition
<b>Funding Gap</b>	<b>\$21.0 Million</b>	

# Funding Options

Local Improvements Special Districts (SID)s	General Improvement District (GID)	Special Purposes (Transportation) Sales Tax	Infrastructure Sales Tax
NRS 271 <b>NEW</b>	NRS 318 <b>NEW</b>	NRS 377A <b>NEW</b>	NRS 377B <b>EXISTING</b>
Improvement Districts formed for discrete projects in defined geographies. Two types: (1) Infrastructure SID (2) Maintenance NID	Roads GID responsible for streets and alleys; could include curbs, gutter, and sidewalks, street lighting and snow removal in authorized powers	Up to an additional 0.25% sales tax applicable to all taxable transactions within the City specifically dedicated to roads funding	<b>Continued</b> collection of 0.125% sales tax applicable to all taxable transactions within the City that is <b>currently used for V&amp;T bond repayment</b>



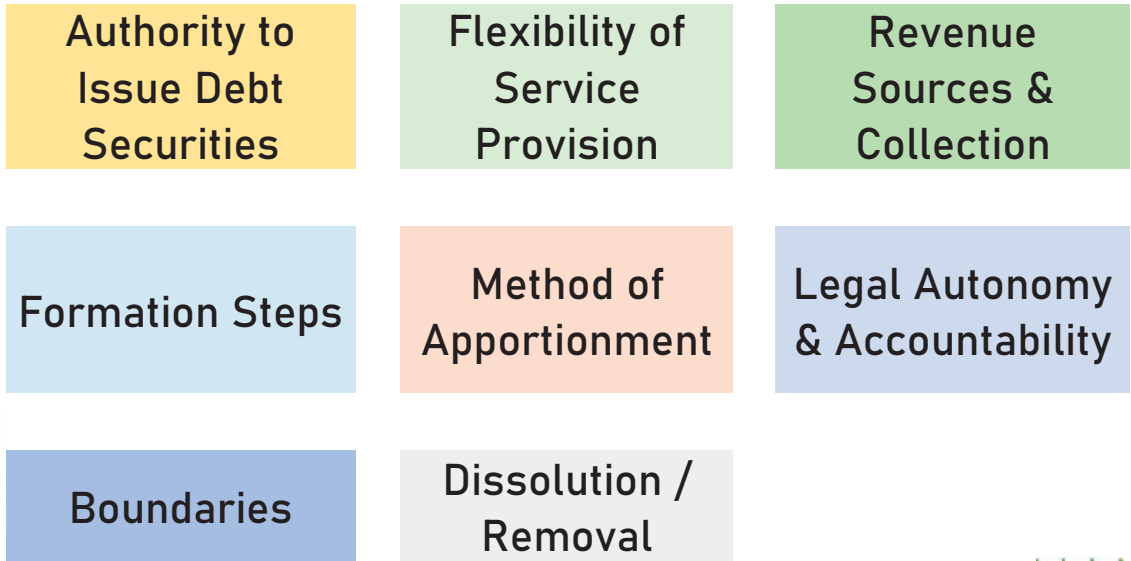
# October 2022 Technical Report

- Describes the 4 Funding Options by Key Comparison Attributes
- Presents Potential Revenue Generation from each Funding Source
- Illustrates for each Road and Road-Related Function if the Revenue Sources can legally fund that Function
- Provides Overarching Observations / Findings for RTC and BOS deliberation

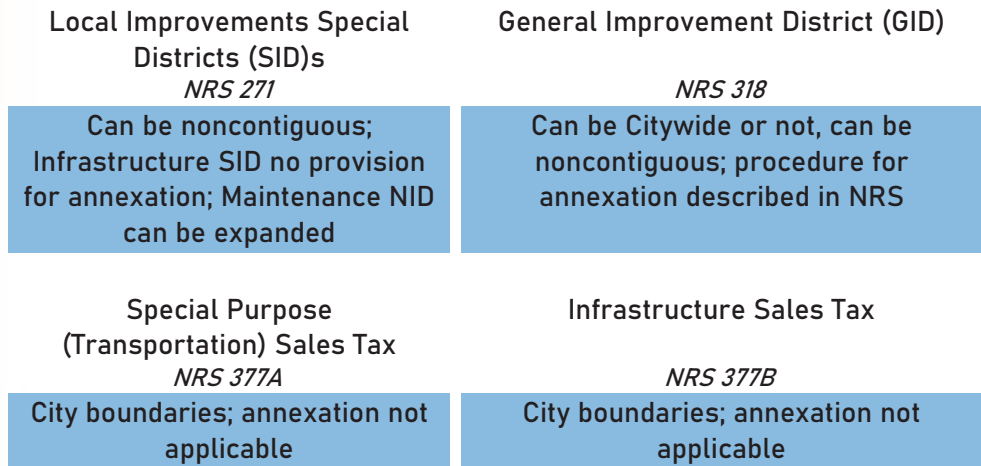




# Comparison Attributes



# Boundaries



# Formation Steps

## Local Improvements Special Districts (SID)s

*NRS 271*

Provisional Order Method initiated by BOS; if >50% of est. cost is borne by customers and a majority of customers object in writing, an SID cannot be formed; administratively burdensome

## General Improvement District (GID)

*NRS 318*

BOS resolution adopted by ordinance; can be stopped by voter protest. More administratively burdensome than the sales tax options initially

## Special Purpose (Transportation) Sales Tax

*NRS 377A*

City resolution upon voter approval. Requires a public information campaign

## Infrastructure Sales Tax

*NRS 377B*

Hold at least one public hearing and adopt by two-thirds majority of the BOS. Adopt a new plan for expenditure of tax proceeds once V&T railroad bonds are repaid. Low administrative effort



# Legal Autonomy and Accountability

## Local Improvements Special Districts (SID)s

*NRS 271*

City Board of Supervisors.

## General Improvement District (GID)

*NRS 318*

Separate Legal Entity - BOS is the ex officio Board of Trustees; local district managing board can be appointed by the BOS. Has eminent domain power. Annual filings with Dep't of Taxation

## Special Purpose (Transportation) Sales Tax

*NRS 377A*

City Board of Supervisors. Requires voter approval

## Infrastructure Sales Tax

*NRS 377B*

City Board of Supervisors



# Flexibility of Service Provision

## Local Improvements Special Districts (SID)s

*NRS 271*

Rigid; districts are formed for specific expenditures; however, an SID can include other infrastructure improvements (e.g. sewer, water)

## General Improvement District (GID)

*NRS 318*

Flexible provided the service is included in the GID powers at formation; a GID can also form SIDs/NIDs as needed

## Special Purpose (Transportation) Sales Tax

*NRS 377A*

Activities authorized by voters (can include roads and public transit systems)

## Infrastructure Sales Tax

*NRS 377B*

Activities authorized by BOS



# Revenues Sources & Collection

## Local Improvements Special Districts (SID)s

*NRS 377A*

Special assessments placed on the property tax roll. Annual administration costs for each SID (could outsource annual billings); annual report and public hearing required for NIDs

## General Improvement District (GID)

*NRS 318*

Special assessments and parcel charges. Customers could be billed with City utility bills or with property taxes

## Special Purpose (Transportation) Sales Tax

*NRS 377A*

Can be included in agreement between Carson and the State for revenue collection and distribution. State takes 1.75% of the revenue.

## Infrastructure Sales Tax

*NRS 377B*

Can be included in agreement between Carson and the State for revenue collection and distribution. State takes 1.75% of the revenue.



# Method of Apportionment

Local Improvements Special Districts (SID)s  
*NRS 271*

Special assessment by any equitable basis. Federal properties are exempt. School district properties must consent; Carson City may only be levied up to 15% of total assessments

General Improvement District (GID)  
*NRS 318*

Parcel charges - no prescribed methodology. Special assessments paid by land and premises benefited by the improvements apportioned on an equitable basis. School district properties must consent

Special Purpose (Transportation) Sales Tax  
*NRS 377A*

Sales tax up to 0.25% on all taxable transactions as included in the City's ordinance

Infrastructure Sales Tax  
*NRS 377B*

Continuation of the 0.125% Infrastructure Tax originally levied for V&T Railroad bonds on all taxable transactions as included in the City's ordinance



# Authority to Issue Debt Securities

Local Improvements Special Districts (SID)s  
*NRS 377A*

Yes - special assessment bonds are not a debt of the municipality, but of the district; can issue for SIDs and NIDs

General Improvement District (GID)  
*NRS 318*

Yes - can issue revenue bonds and special assessment bonds (special obligations, not debts)

Special Purpose (Transportation) Sales Tax  
*NRS 377A*

Yes (general or special obligation of the City)

Infrastructure Sales Tax  
*NRS 377B*

Yes (general or special obligation of the City)



# Dissolution / Removal

Local Improvements Special Districts (SID)s  
*NRS 377A*

SID is in place until project cost is paid; a NID can be dissolved upon petition of property owners holding >50% of assessed value

General Improvement District (GID)  
*NRS 318*

Resolution of the BOS, by majority of the BOS

Special Purpose (Transportation) Sales Tax  
*NRS 377A*

Per voter-approved term; can be in perpetuity

Infrastructure Sales Tax  
*NRS 377B*

Can be removed by BOS action; must be repealed if no longer needed for uses in the Plan of Expenditure



# Road Functions --- Maintenance

Revenue Source	Pavement Maintenance	Traffic Operations	Access, Mobility & Safety	Landscape & Public Spaces	Sidewalks	Transit	Right of Way
Special Purposes Sales Tax (NRS 377A)	YES	YES	YES	YES	YES	YES	YES
Infrastructure Sales Tax (NRS 377B)	YES	YES	YES	YES	YES	LIMITED	YES
General Improvement District (NRS 318)	YES	YES	LIMITED	LIMITED	YES	NO	YES
Local Improvements Special District (NRS 271)	LIMITED (SID)	LIMITED (NID)	LIMITED (SID)	YES (NID)	YES (NID)	YES (SID)	NO



# Road Functions --- Construction

Revenue Source	Road Reconstruction	Traffic Operations	Access, Mobility & Safety	Landscape & Public Spaces	Sidewalks	Transit
Special Purposes Sales Tax (NRS 377A)	YES	YES	YES	YES	YES	YES
Infrastructure Sales Tax (NRS 377B)	YES	YES	YES	YES	YES	LIMITED
General Improvement District (NRS 318)	YES	YES	LIMITED	LIMITED	YES	NO
Local Improvements Special District (NRS 271)	YES	YES	LIMITED	NO	YES	YES



Residents, Businesses, and Visitors can provide the sources of money for roads preventative maintenance and repair AND other roads-related functions.

- Combination of new funding sources for roads is needed to fill the funding gap, **particularly for local roads which are not eligible for Federal transportation grants.**

# Potential Revenue Generation

*Illustrative example  
not a proposal*

	Est. Annual Funding
<b>Total Funding Gap</b>	<b>\$21,000,000</b>
Less – Special Purposes Sales Tax (New) @ 0.25%	-\$4,000,000
Less – Infrastructure Sales Tax Continuation	-\$1,000,000
Less – GID Special Assessments for Local Roads	-\$12,200,000
Less – GID Parcel Charges for Local & Regional Roads	-\$800,000
<b>Remaining Funding Gap *</b>	<b>\$3,000,000</b>

\* Could be filled with Federal grants and SIDs for regional roads.



# Typical Homeowner Monthly Cost

Funding Option	Monthly	
Special Purpose Sales Tax @ 0.25% [1]	\$11.50	pavement maintenance regional & local roads
Infrastructure Sales Tax Continuation	\$0.00	\$3.00 per month currently paid – NOT A NEW TAX
GID Special Assessment [2]	\$35.00	pavement maintenance <b>local roads only</b>
GID Parcel Charge	\$3.50	snow removal & street lighting - regional & local roads
<b>Total</b>	<b>\$50.00</b>	

[1] Calculation divides estimated tax revenue by number of Carson City households; assumes 20% of sales tax is generated by visitors (actual percentage could be higher, in which case homeowner cost could be lower).

- [2] Amount of assessment depends on the method of apportionment.
- \$35 per month is estimated to generate about \$12.2 M per year per previous slide.
  - A monthly assessment of about \$15 per month could raise @ \$5M.
  - A monthly assessment of about \$30 per month could raise @ \$10M.



## Findings

### **The City has a lot of flexibility under existing legal authority**

- Can change policy to re-allocate funds among road functions as part of overall financing strategy
- No restriction on application of new funding sources between local and regional roads

### **A Roads GID holds potential for flexibility, accountability, and creativity**

- Process allows for public input and City creativity
- Several roads-related functions can be included in basic powers, can phase in provided functions

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## Findings

### **A new Special Purposes sales tax could help fund the gap, but it decreases potential funding for other City infrastructure**

- City also needs to evaluate other infrastructure funding needs
- This source needs voter approval, timing is critical

### **One funding source does not require formation of a new entity or mechanism**

- The V&T Infrastructure and Highways Tax is already in place

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# Findings

## SIDs and NIDs are excellent for funding specific projects

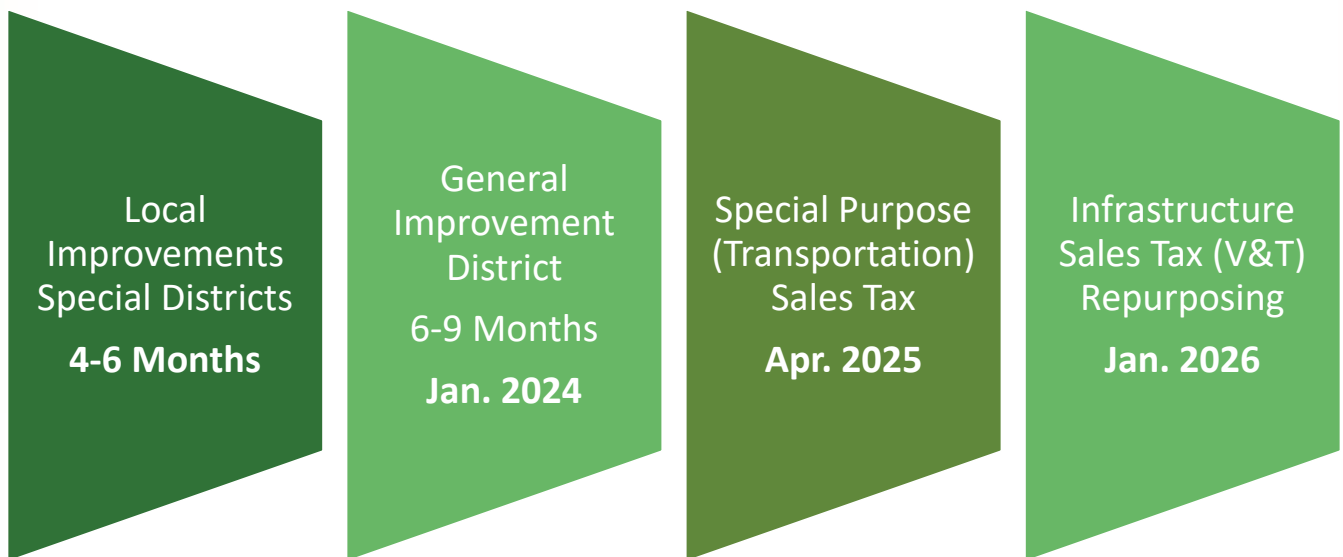
- An administratively burdensome program, but can work very well for specific projects with public support

## Some funding mechanisms are well-suited to fund transit

- Special Purposes sales taxes can be applied to transit
- SIDs are excellent for transit because they can fund the systems in perpetuity (they cannot for roads)



# Earliest Implementation Timeline by Funding Source





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TECHNICAL REPORT



Carson City Roads Funding

Local Funding Options

October 2022

## Acknowledgements and Limitations

This technical report was prepared for Carson City, Nevada by Hansford Economic Consulting LLC.

The analyses and findings contained within this report are based on primary and secondary data available as of the date of this report. Updates to information used in this report could change or invalidate the findings contained herein. While it is believed that the primary and secondary sources of information are accurate, this is not guaranteed.

Every reasonable effort has been made in order that the data presented herein reflects the most accurate and timely information possible. No responsibility is assumed for inaccuracies in reporting by Carson City, its consultants and representatives, or any other data source used in the preparation of this study. No warranty or representation is made that any projected values or results contained herein would actually be achieved. Changes in economic and social conditions that may impact the findings of this report include, but are not limited to, national and local economic recessions, climate change, major environmental problems and natural disasters.

The reported analyses, opinions, and conclusions are HEC's own unbiased professional analyses, opinions and conclusions. This technical report was prepared for a specific use and no other use is authorized,



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Hansford Economic Consulting LLC

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## 01. Background

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Carson City (City), the capital of Nevada, is a consolidated municipality that, among its many services, provides transportation, transit operations, and associated maintenance activities to its residents, businesses, and visitors. The City plans for, constructs, maintains, and replaces roads and road-related improvements, plans and provides local transit services, and coordinates in the provision of regional transit services. Carson City, like many governments in Nevada, has seen a decline in revenues for the preservation of roads. In 2021, the Nevada Department of Transportation (NDOT) convened an Advisory Working Group to study transportation needs of the state as the demands on Nevada's transportation system have outpaced the resources available.<sup>i</sup>

There are three functional road classifications in Nevada: local, collector and arterial roads. Local roads are interchangeably termed 'neighborhood streets' in this technical report. Collector and arterial roads are collectively termed 'regional roads'. All road capital monetary resources currently are spent on collector and arterial roads. Since 2018, the City has not budgeted any local funding for neighborhood street preservation based on direction received from the Carson City Regional Transportation Commission (RTC), limitations regarding fund expenditures, and the results of project prioritization tools used to select annual projects through the City's Pavement Management Plan. The City has made some recent efforts to direct some additional funding towards local roads, including recently allocating \$2.5M in one-time, federal American Rescue Plan Act (ARPA) funds to be used to preserve and rehabilitate a collection of neighborhood streets. Unfortunately, despite these efforts, the need still far outweighs the available funding.

In 2022, the City examined the state of all local and regional roads and projected the needed funding to halt the deterioration of the Pavement Condition Index (PCI)<sup>ii</sup> on roadways. In particular, neighborhood streets are of great concern, as the PCI on these streets has declined by 9% over the last five years. The Carson City Board of Supervisors (BOS) directed staff to explore four local roads funding options to halt deterioration of the PCI. All of the described funding mechanisms are currently authorized by Nevada Legislature. The funding options are:

1. General Improvement District (GID) - NRS 318
2. Local Improvements Special Districts (SID)s - NRS 271
3. Special Purposes (Transportation) Sales Tax - NRS 377A
4. Infrastructure Sales Tax - NRS 377B

Specifically, this technical report:

- Describes the roads and road-related functions that are the responsibility of Carson City Public Works,
- Discusses the funding gap to maintain existing roads in their current condition,
- Presents the attributes of each of the four potential financing options to fill the roads preservation funding gap,
- Estimates the potential revenue generation from the four revenue sources, and
- Provides findings of the research presented, and

- Outlines steps in the path forward to fund roads preventative maintenance and preservation.

While this technical report focuses primarily on funding of roads, the ability of each of the funding options to support transit programs and services is also included.

## Roads and Road-Related Functions

The following roads and road-related functions are performed by Carson City Public Works.



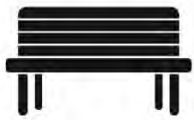
### Pavement Maintenance

*Actions to preserve and prolong pavement life through routine maintenance and preservation*



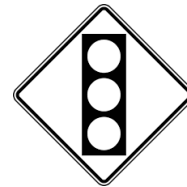
### Access, Mobility and Safety

*Pedestrian crossings, bike lanes, ADA sidewalks and ramps*



### Landscape and Public Spaces

*Weed control, right-of-way maintenance, maintenance of landscaping and public spaces adjacent to roads*



### Traffic Operations

*Signage, striping, street lights, traffic lights*



### Right-of-Way

*Sweeping, sanding, snow removal*



### Road Reconstruction

*Design and construction of failed roadways*



### Sidewalk Management

*Inspections and repairs*



### Transit

*Buses, shelters, operations*

Road and road-related functions performed by Carson City Public works are further described below.

**Pavement Maintenance:** Proper management of the largest City roads asset, the pavement, by maintaining or improving the PCI on the City's existing roads. Carson City owns 34,620,300 square feet of local road pavement, and 17,645,500 square feet of regional road pavement.

**Road Reconstruction:** Reconstructing failed roads or reconstructing roads with new layouts, for example, for traffic calming projects or changing the functionality of an existing road (such as changing the number of lanes or creating Complete Streets).

**Traffic Operations:** The City maintains and replaces traffic measures such as striping, signage, traffic lights, signal controllers, and street lights; all of the ancillary assets that provide for a safe, functioning road system.

**Right-of-Way:** Maintenance of right-of-way includes street sweeping, sanding, and removal of snow, ensuring safe passage of travel.

**Access, Mobility and Safety:** The City is working to improve pedestrian and bicycle accessibility and safety; projects may include striping and marking on existing roadways, creating separated spaces for non-vehicular traffic, upgrading pedestrian crossings, and similar.

**Sidewalk Management:** Most public sidewalks are the responsibility of the adjacent property owners to maintain and repair. The City inspects sidewalks, advises property owners of necessary corrections, and may complete repairs and/or replacement when the City is performing roadway maintenance activities.

**Landscape and Public Spaces:** Aside from hardscaping and landscaping with shrubs, grasses, and trees, some roadways (and parking areas) provide access to community gathering areas such as plazas. Facilities in public spaces may be funded with roads funds, depending on the source; therefore, items such as benches, fountains, signage, and other public space facilities are included as a road-related function.

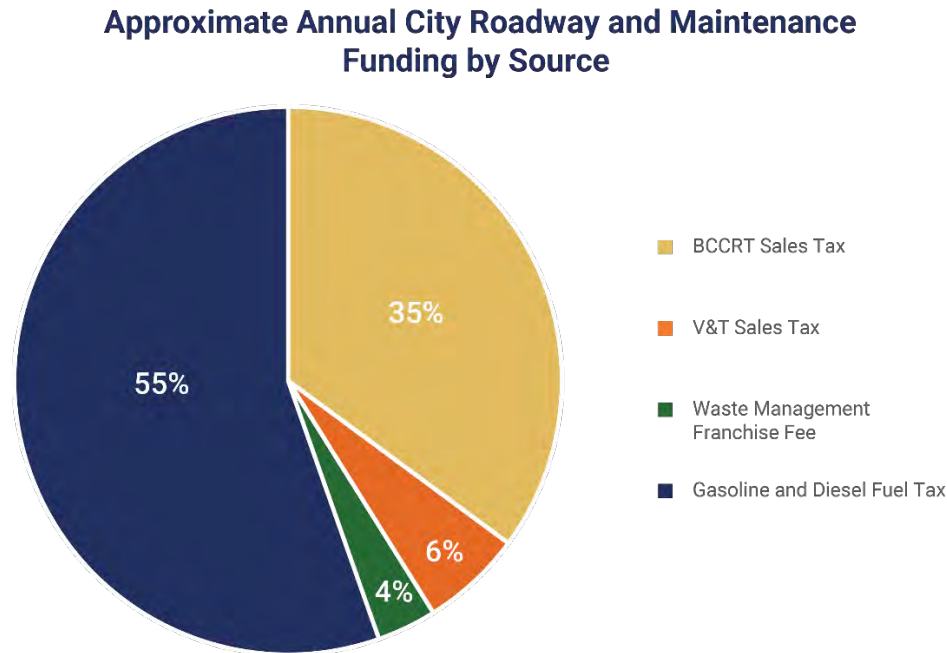
**Transit:** Transit can include many types of transportation such as train, light-rail, bus, ride-share, and on-demand door-to-door services and programs that encourage and provide opportunity for people to move without vehicle ownership.



## The Road Funding Gap

Today, the City has annual revenue of approximately \$10.0 million for roads and road-related functions, excluding Federal and local grants for regional road projects and transfers out for road-related projects debt service. Figure 1 shows 55% of revenues for roads is from gasoline and diesel taxes, about 40% is from sales taxes, and the remaining revenues are from the City solid waste disposal franchise fees.

Figure 1



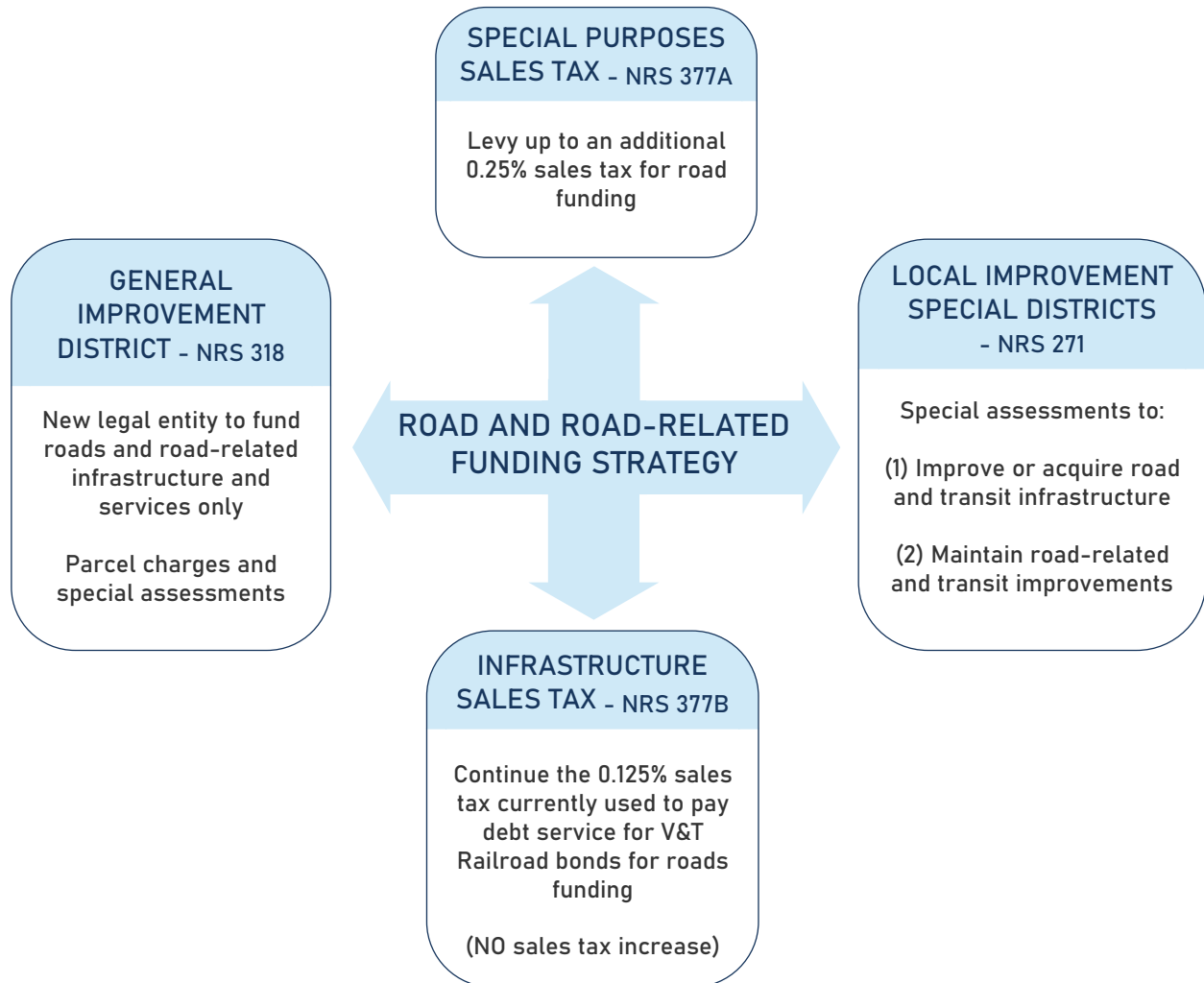
Typical annual operations and maintenance costs include staffing, services and supplies, which total about \$5.5 million per year, leaving approximately \$4.5 million per year for maintenance projects. In 2022, City consultants reported that the funding requirement for Carson City to maintain the PCIs of existing local and regional roads until 2050 is at least \$25.5 million per year<sup>iii</sup>. At this level of funding, local roads would average a PCI of 56, which is considered a Fair-to-Poor Condition (described by moderate- and high-severity cracking, notable low- and moderate-severity fatigue cracking, patching, and rutting), and regional roads would average a PCI of 74, which is considered a Satisfactory Condition (described as mostly low-severity distress, little to no fatigue cracking, and minor rutting).

The City has a funding gap of at least \$21.0 million per year to maintain current local and regional road conditions. The gap will grow the longer it takes to secure dedicated funding, and with increased asset quantities as the City grows.

## 02. Potential Funding Mechanisms

The four funding mechanisms being considered to close the funding gap to keep existing roads in their current conditions, while adequately providing all road-related services, transit, and mobility options, are illustrated in Figure 2.

Figure 2  
Funding Options

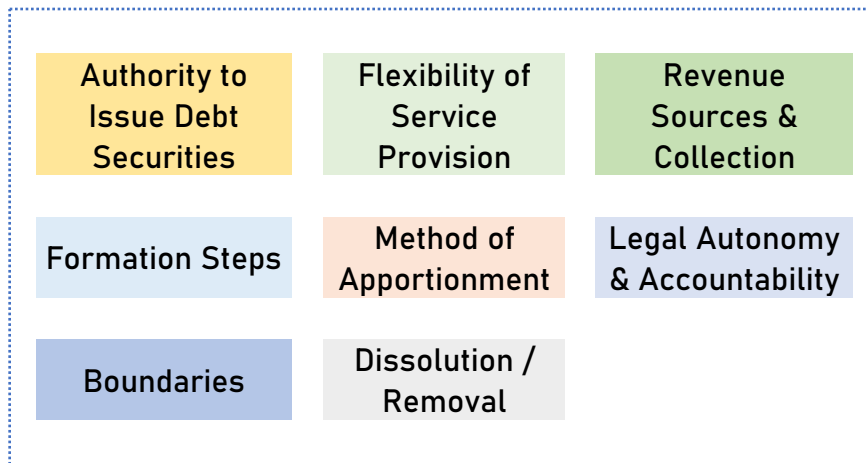


Each of these potential revenue sources has its pros and cons for funding roads and road-related functions. Some are good at funding particular types of roads and transit projects, some cannot fund certain road and transit projects, and some can fund everything. Ultimately, the City's roads funding strategy may use one or a combination of the four funding tools to fill the funding gap. Three of the funding mechanisms would be new; sales tax under NRS 377B would not be a new tax, rather, it would continue an existing tax beyond its currently authorized term and redirect the tax revenue to road funding.

Sales taxes are familiar to most people; we pay sales tax on certain goods at a rate that is partially determined by the State, and partially by the local government(s) of an area. Sales taxes are indiscriminate; all must pay in equal proportion to the value of the good being purchased. Less familiar to most are special assessments and parcel charges that can be levied by General and Special Improvement Districts.

The remainder of this section describes each of the potential funding sources in detail. To be able to compare the merits of each funding option, the same attributes are described for each. Figure 3 summarizes the attributes that are considered.

**Figure 3**  
**Attributes to Describe and Compare the Funding Options**



Legal autonomy and accountability. This helps to compare who manages the funding mechanism and the level of accountability decision-makers have on spending of the revenues to the people of Carson City.

Flexibility of service provision is compared to understand what exactly can be funded by the revenues generated.

Potential physical geographic boundaries where revenues can be collected from are described.

Formation steps to create the new funding streams are described to offer insight to the complexity and administrative effort of securing the new funding source.

Description of the revenue sources (sales tax, special assessments and parcel charges), and how the revenues can or must be collected allow for comparison of complexity and administrative procedure to manage the revenues.

The method of apportionment refers to the way in which collection of revenue can be tailored according to local perception of equity among road users. The method of apportionment is the same for both sales tax revenue sources, and there is no flexibility in how sales tax is levied, except that a sales tax under NRS 377A could levy a rate up to 0.25%, whereas continuation of the sales tax under NRS 377B would be at a rate of 0.125%. There is choice in how special assessments and parcel charges can be collected. This is described for the two pertinent funding sources for comparison.

The authority to issue debt securities is included for comparison because some debt instruments (special assessment and revenue bonds) are special obligations, and are therefore not counted as debts of the City.

The final attribute considered is the ease or difficulty to discontinue the revenue stream (which may include dissolution of a legal entity).

## General Improvement District (GID) - NRS 318

General Improvement Districts (GIDs) are commonly used to provide public infrastructure and services. Use of a GID varies widely, from television provision, water and sewer provision, to roads provision, mosquito abatement, rodent control, and several other services. Carson City and Esmeralda County are the only counties in Nevada without a GID<sup>iv</sup>.

**Legal Autonomy and Accountability.** GIDs are authorized by the Nevada Legislature as codified in the Nevada Revised Statutes (NRS) Chapter 318. A GID is a separate legal entity (with eminent domain power and right to own and sell real property) - a governmental subdivision of the State of Nevada, a body corporate and politic and a quasi-municipal corporation (NRS 318.075).

The Carson City Board of Supervisors (BOS) must be the initial Board of Trustees (BOT) (except however one of the 5 initial trustees can be the DA or Deputy DA); after it has established the accounting practices, auditing practices, a budget and management standards, the BOS can continue as the ex officio BOT but the secretary and treasurer must not be members of the BOS (could be the City Clerk and City Treasurer, or RTC members) - NRS 318.09533. The BOS, as the ex officio BOT, can appoint a local district managing board (NRS 318.09535) of between 5 and 12 members to manage the affairs of the district but this board cannot tax or sell bonds. The powers and duties of a local district managing board must be stated in the ordinance creating the board. BOS members may not receive additional compensation per NRS 318.09533. The BOT must meet regularly at least once each year.

As a separate legal entity, a GID may also form Improvement Districts pursuant to NRS 271.

**Flexibility of Service Provision.** Basic powers of a GID include the ability to furnish streets and alleys (NRS 318.120) and remove snow from them (NRS 318.145); furnish curbs, gutters, and sidewalks (NRS 318.125), furnish sidewalks (NRS 318.130), and furnish facilities for lighting streets (NRS 318.141). GID powers are described in the formation procedure; the intent would be to form a Roads and Roads-Related (streets and alleys, curbs, gutters, sidewalks, and optionally, snow removal and street lighting) only GID. Specifically, the following facilities activities would be authorized:

Grading and re-grading, surfacing and re-surfacing of streets, alleys and public highways, gravel, oiling, macadamizing, paving, crosswalks, driveway inlets, curb cuts, curbs, sidewalks, gutters, valley gutters, catch basins, culverts, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, artificial lights and lighting equipment, grade separators, traffic separators, traffic-control equipment, off-street parking facilities and structures, parkways, canals and other water type streets, and to construct, reconstruct, replace or extend sidewalks. Facilities for lighting public streets, ways and places may be acquired, constructed, reconstructed, improved, extended, or bettered.

And, the GID can operate, maintain and repair the district's improvements (projects), including, without limitation, the maintenance and repair of dedicated streets and alleys and the removal of snow therefrom, and all facilities of the district relating to any basic power which the district is authorized to exercise (NRS 318.145 and 318.175). A project or improvement means any structure, facility, undertaking or system which a GID is authorized by its basic powers established at formation to acquire, improve, equip, maintain or operate.

**Boundaries.** A Roads and Roads-Related GID may be Citywide or consist of noncontiguous tracts or parcels of property (NRS 318.055). Parcels can be annexed into the GID.

**Formation Steps.** The formation of a GID would be by Provisional Order, following four steps:

STEP 1. A resolution of intention adopted by the BOS.

STEP 2. An "initiating" ordinance adopted by the BOS, which must include:

- a. The name of the proposed district.
- b. A statement of the basic power or powers for which the district is to be created.
- c. A statement that the ordinance creating the district will be based on the BOS finding that public convenience and necessity require creation of the district, that creation of the district is economically sound and feasible, that the Service Plan includes all required elements per NRS 308.030 (see below) and that it does not contravene reasons to disapprove a Service Plan per NRS 08.060 (see below).
- d. Description of the boundaries of the district such that a property owner can determine whether their property is within the district.
- e. The place and time for the public hearing on creating the district.

Service Plan required elements (NRS 308.030):

- A financial survey and a preliminary engineering or architectural survey showing how the proposed services are to be provided and financed;

- A map of the proposed district boundaries, an estimate of the population and assessed valuation of the proposed district;
- Description of the facilities to be constructed, the standards of such construction, the services to be provided by the district, an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district;
- Details of a proposed agreement with Carson City Public Works for the performance of any services between the proposed GID and the City. The form of any such contract to be used, if available, shall be attached to the Service Plan.

The Service Plan must be approved by the BOS. The BOS may disapprove the Service Plan (NRS 308.060) upon satisfactory evidence that:

- There is insufficient existing and projected need for organized service in the area to be serviced by the proposed district;
- The existing service in the area to be served by the proposed district is adequate for present and projected needs;
- Adequate service is, or will be, available to the area through municipal annexation by other existing municipal or quasi-municipal corporations within a reasonable time and on a comparable basis;
- The proposed special district is incapable of providing economic and sufficient service to the area within its proposed boundaries;
- The area to be included in the proposed district does not have or will not have the financial ability to discharge the proposed indebtedness, other securities, or other obligations to be incurred on a reasonable basis;
- The facility and service standards of the proposed district are incompatible with the facility and service standards of adjacent municipalities and special districts;
- Or the proposed district is being formed for the primary purpose of financing the cost of developing private property.

STEP 3. Organizational Hearing. The City Clerk must mail written notice to all property owners within the proposed GID. The notice must include details of the purpose of the proposed GID, and information on the time and place of the organizational hearing. If at or before the hearing a protest is filed and signed by a majority of property owners, then the GID shall not be formed (NRS 318.065).

STEP 4. The BOS will adopt an ordinance determining whether or not the GID is created (NRS 318.070). Barring the initiation of any legal action opposing the district within 30 days of adopting an ordinance creating the GID, the ordinance finally and conclusively establishes the organization of the GID.

**Revenue Sources and Collection.** The GID can establish charges for snow removal and lighting and standby service charges/ minimum charges/ charges for the availability of service for any services or facilities authorized to be furnished by the GID (NRS 318.197); however, a GID cannot charge rates, rolls or charges other than special assessments for streets, curbs, gutters, and sidewalks (NRS 318.197). Special assessments may be charged to lands and premises abutting the street or alley improved or proposed to be improved, and any other lands that may be specially benefited by the improvement upon affirmative vote of at least two-thirds of the board. Unless a school district consents to assessment, all property owned and used by a school district is exempt (NRS 318.350).

NRS 118A.140 “Premises” defined. “Premises” means a dwelling unit and the structure of which it is a part, facilities, furniture, utilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants.

NRS 118C.040 “Commercial premises” defined. “Commercial premises” means any real property other than premises as defined in NRS 118A.140.

The BOT must have affirmative vote of at least two-thirds of its members to levy proposed charges and special assessments. The BOT has the authority to create payment programs and discounted rates and assessments for customers that qualify under certain parameters such as a disability, age, or income limit.

Revenue can be collected with City utility bills (monthly) or with property taxes (quarterly). Administrative costs would be less if collected with City utility bills. If charges and special assessments are collected with property taxes, the GID must file a written report each year containing a description of each parcel of real property and amount of the charges and special assessments, and a public hearing must be held. If a majority of the property owners affected protest the manner of collection, the charges must be collected separately from the tax roll.

To minimize administrative costs, it would be better to collect charges and special assessments with utility bills. This may also be preferable for cash flow purposes as revenues would be monthly rather than quarterly.

While a GID has the authority to levy ad valorem taxes, in practicality this is not an option for a Carson City Roads and Roads-Related GID because Carson City already has authority to increase ad valorem taxes for roads purposes. Increasing ad valorem taxes for roads preservation would erode the ability of the City to raise revenue for other services because of the statutory ad valorem tax cap (NRS 361.453)<sup>v</sup>. The GID or City could increase funding for roads with an ad valorem property tax override for 30 years with voter approval, but this was

not identified as a funding option to pursue at this time.

**Method of Apportionment.** Methods of apportionment must be determined for both charges and special assessments.

- (1) **Charges.** The GID could set charges for snow removal and lighting, and other costs (such as general management costs) that are not associated with provision of streets, curbs, gutters, and sidewalks. There is no methodology prescribed in Chapter 318 for apportioning costs among users and potential users. The BOS would have to approve a method of apportionment by resolution adopting the charges. These would be parcel charges.
- (2) **Special Assessments.** The only guidance provided by NRS 318.350 for determining special assessment amounts is that costs may be allocated among land and premises abutting the improvement, and other lands as in the opinion of the board that may be specially benefited by the improvement. We can look to other sections of the Nevada Revised Statutes for further guidance. Chapter 271 also allows for the collection of special assessments.

NRS 271.208 “Special benefit” defined. “Special benefit” means the increase in the market value of a tract that is directly attributable to a project for which an assessment is made as determined by the local government that made the assessment. The term may include incidental costs of the project as determined by the local government. The market value change does not have to be quantified. In addition, NRS 271.045 states that assessments shall be made on a front foot, zone, area or other equitable basis, as may be determined by the governing body.

A method(s) of apportionment for the costs to be collected by special assessments needs to be vetted by City staff and focus groups of customers. The states of Montana and Oregon have adopted charges in similar fashion and offer good case studies to learn from. Road systems function as a public utility comparable to municipal water and sewer systems. Those utilities are funded by charging users based on how much they use the systems, and roads funding can be approached in a similar way. Properties that cause more traffic by the nature of their use are responsible for a greater portion of the wear and tear on roads infrastructure, and might reasonably be expected to make larger contributions towards maintenance expenses. One common basis for such a fee is an estimated number of trip-ends attributable to each property type using the procedures found in the Trip Generation manual published by the ITE<sup>vi</sup>; however, fees may also be based on lineal front footage, parcel size, and other characteristics.

The GID could collect for costs of different road functions in different ways. For example, road maintenance costs (such as crack sealing and paving) might be allocated to users based on their estimated trip generation, but sidewalk repair costs might be allocated to users based on their front footage.



**Authority to Issue Debt Securities.** Debt limit is set at 50% of the total of the last assessed valuation of taxable property (excluding motor vehicles) situated within the district. The limitation excludes special assessment bonds (NRS 318.277) that may be issued for GID roads projects (or for SIDs or NIDs created by the GID) and revenue bonds, which are special obligations, not debts.

Short-term notes, warrants and interim debentures may be issued upon affirmative vote of four of the BOT members (NRS 318.280); in addition, the sale of revenue bonds does not require an election. Money may be borrowed from State and Federal government.

**Removal / Dissolution.** A GID can be dissolved by ordinance of the BOS with a majority of "ayes". In event of dissolution, all property of the GID would be transferred to the City and funds would be transferred to the General Fund of the City.

## Local Improvements Special Districts (SID)s - NRS 271

Local improvements special districts provide a funding mechanism for discrete projects that may be deemed necessary by the local government, by property owners, or by developers to pay for public improvements. This technical report only describes a program created by the local government (Carson City).

**Flexibility of Service Provision.** Two types of improvement districts may be formed, (1) A Special Improvement District (SID), and (2) a Neighborhood Improvement District (NID).

(1) A SID can finance the acquisition or construction of many types of improvements (sewer, water, energy, drainage for example) and more than one type of improvement in one SID. In particular, a SID can finance infrastructure costs – and all the soft costs associated with planning activities, appraisals, and other associated costs – for the following street projects:

Curbs and gutters, off-street parking, overpasses and underpasses, sidewalks and lighting, and streets projects (any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic). A street project can include grading, regrading, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, driveway approaches, curb cuts, curbs, gutters, culverts, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, artificial lights and lighting equipment, parkways, grade separators, traffic separators and traffic control equipment, and all appurtenances and incidentals, including real property.

Per NRS 271.265, the SID can acquire, improve, equip, operate and maintain the above-described street projects, but it does not provide a perpetual revenue source for maintenance.

A SID can also pay for works, systems and facilities for transporting persons, rolling stock, equipment, terminals, stations, platform and other necessary transportation

facilities (NRS 271.237), and the costs to maintain, operate, improve and repair the transit project in perpetuity (NRS 271.369).

(2) A NID can pay for the beautification and improvement of the public portions of any area, such as public restrooms, fountains, landscaping, ramps, sidewalks and plazas, facilities for outdoor lighting and heating, and decorations. Furthermore, a NID can pay for beautification of any street, including median strips, water distribution and irrigation systems, retaining walls, shrubbery, fountains, waterfalls, information booths, signs and so forth (inconclusive list).

**Legal Autonomy and Accountability.** SIDs and NIDs are creations of the BOS and are accounted for by the City's standard accounting practices. Improvements may be performed by Carson City crews or by independent contract. Competitive bids are required for any work performed by independent contract. If the work is performed by the City, supplies and materials shall be competitively bid (but may be rejected for various reasons).

If a district sells bonds, it shall submit to the Director of the Legislative Counsel Bureau a copy of the annual financial information that is submitted to the Municipal Securities Rulemaking Board.

**Boundaries.** The boundaries of the SID or NID are set during the formation process. Properties (parcels of land) may be added to NIDs after formation. The improvement districts may include noncontiguous areas.

**Formation Steps.** The City would form SIDs or NIDs using the Provisional Order Method described in NRS 271.280. The method includes the following four steps.

STEP 1. A City engineer would file preliminary plans and cost of the project and an assessment plat with the City Clerk. The plat would show the area to be assessed and quantification of maximum benefits to be assessed to each parcel (not applicable for an NID since maintenance costs will fluctuate over time).

STEP 2. The engineer would prepare a document stating what portion of the project cost is of special benefit (to be collected with assessments) and what portion is to be funded by other source(s), and further would describe the method of apportionment for the assessments to be levied. If the method of apportionment is NOT by frontage feet, state that the assessment is to be made upon all the tracts benefited by the project proportionately to the benefits received. If more than one project type is included (such as road and sewer), the costs of each project must be kept separate, and the assessments for each levied separately.

STEP 3. The BOS sets a public hearing, and provides mailed notice at least 20 days prior to such hearing, to all affected property owners and mobile home tenants (for a SID), and to all affected property owners and tenants owning a business (for an NID). The notice must include a description of the project, the estimated cost and source(s) of revenue for the project, the method of apportionment, a map or other description of the affected area, the number of installments of assessments, maximum interest rate that may be charged, the time and place

of the hearing, how to object to the proposed assessment, how to obtain more information, and the property owner's rights to representation.

- For an SID, if a majority of property owners object, the district may not be formed unless the City provides more than 50% of the funding for the district, or the project is no longer than 2,640 feet.
- For an NID, if more than one-third of the property owners object, the district may not be formed.

STEP 4. Upon conclusion of the public hearing, the BOS may by resolution of ordinance continue or discontinue the formation process. If the resolution is to continue, the BOS will direct staff to prepare a revised and detailed estimate of the total cost, full and detailed plans and specifications, a revised map and assessment plat.

With the updated information, the BOS will create the district by ordinance and order that the project be improved or acquired.

**Revenue Sources and Collection.** Revenues may only be assessments<sup>vii</sup>. A property owner may elect to pay the entire cost of the assessment to their parcel within 30 days of passage of the ordinance creating the district, before the City sells bonds. At future points in time, a property owner may pay the remaining principal and accrued interest with or without penalties, as determined by the City (NRS 271.405). Assessments against the State are due in cash within 90 days of the effective date of the assessment ordinance, or in installments with interest.

If the district does not sell bonds to finance the improvements, the City may advance money from the General Fund if the cost does not exceed \$300,000, or from a proprietary fund, if the City has established a proprietary fund for that purpose (NRS 271.536) – for example, for water or sewer. The City does not have a proprietary fund for streets.

Special assessments are determined each year and are placed on the property tax roll. The City could contract with a third party to manage the annual administration of the special assessments, similar to several local governments in Nevada.

For an SID, City staff (or contracted party) prepare the tax roll and file it with the City Clerk each year. For an NID, City staff (or contracted party) prepare the tax roll and documentation of the costs to be apportioned to property owners. A registered or certified mailed notice must be provided and a public hearing held each year for NID assessments, which adds an annual administrative effort and cost.

A procedure must be established by the BOS to allow a person to file a Hardship Determination. A Hardship Determination entitles the person to only pay interest on the unpaid balance of the assessment. The principal is not paid until the property is sold or transferred to a person who does not qualify for a hardship determination, or the term of the bonds expires, or a renewal application is denied, or the property owner fails to pay the

interest in a timely manner, or the property owner pays all previous and current assessments.

There isn't a provision for a hardship determination when assessments do not include interest (when a district does not sell bonds).

**Method of Apportionment.** The BOS may approve any method of apportionment that is on an equitable basis so long as the assessment does not exceed the estimated maximum special benefits to the properties assessed (NRS 271.045 and NRS 271.365). Clark County makes a blanket statement that tracts receive special benefits (corresponding market value increases) from the improvements. Clark County and the City of Reno provide good case studies of SIDs.

Properties owned by the Federal government are exempt from paying assessments. Properties owned by a school district are also exempt unless the school district consents to the assessments. Properties owned by Carson City must not be levied assessments greater than 15% of the total amount of assessments against all lands in the district. State and Tribal properties are not exempt.

**Authority to Issue Debt Securities.** The proceeds of any assessments and taxes may be pledged to the payment of special assessment bonds. Any such bonds would be the liability of the SID or NID only, not the City. In the event however that special assessments are insufficient to pay for debt service, the bonds are further secured by the General Fund, and further by ad valorem taxes.

**Removal / Dissolution.** SIDs are complete and discontinue when all project costs have been paid per the terms provided in formation of the SID. NIDs may be dissolved by resolution of the BOS if property owners who, combined, total more than 50-percent of the total amount of the assessments in the NID submit a written petition to the BOS requesting dissolution. Property owners may petition for dissolution 365 days after the date the NID was created, and each subsequent anniversary thereafter.

## Special Purposes (Transportation) Sales Tax - NRS 377A

When approved by at least a majority of registered voters, a transportation sales tax of up to 0.50% may be imposed in any county (or Carson City) under NRS 377A. This chapter of the NRS allows Carson City to impose a tax to (a) fund public transit systems, the construction, maintenance and repair of public roads, and improvement of air quality projects, (b) promote tourism, and (c) acquire, develop, construct, equip, operate, maintain, improve and manage libraries, parks, recreational programs and facilities, and facilities and services for senior citizens, to preserve and protect agriculture or any combination of these purposes. A tax imposed for any of the items authorized under (c) may only be imposed for a maximum 30 years.

The Streets Maintenance sales tax of 0.25% is already approved for maintenance of roads; therefore, only up to 0.25% additional sales tax may be imposed for roads and road-related functions, or (b) and (c) purposes listed in the previous paragraph.

While an up to 0.25% additional sales tax may be imposed for roads maintenance, using all the remaining tax authority would reduce the ability for the City to increase revenues for purposes of promoting tourism, and for providing library, parks and recreation, and senior citizens facilities and services.

**Flexibility of Service Provision.** Public road improvement and maintenance is authorized by NRS 277A – Regional Transportation Commissions Chapter, as described below:

The acquisition, operation or use of any material, equipment or facility that is used exclusively for the construction, maintenance or repair of a public road and is necessary for the safe and efficient use of the public road, including, without limitation, grades and regrades; graveling, oiling, surfacing, macadamizing and paving; sweeping, cleaning and sanding roads and removing snow from a public road; crosswalks and sidewalks; culverts, catch basins, drains, sewers and manholes; inlets and outlets; retaining walls, bridges, overpasses, underpasses, tunnels and approaches; artificial lights and lighting equipment, parkways, control of vegetation and sprinkling facilities; rights-of-way; grade and traffic separators; fences, cattle guards and other devices to control access to a public road; signs and devices for the control of traffic; and facilities for personnel and the storage of equipment used to construct, maintain or repair a public road.

In addition to public roads infrastructure and services, the tax may fund public transit systems (including ride-share communication services, transportation for elderly and disabled persons, parking for passengers using the transit system, stations and appurtenant facilities, and several other public transit facilities and services as provided for in NRS 277A).

**Legal Autonomy and Accountability.** The BOS can enact an ordinance imposing a tax for a public transit system, for the construction, maintenance and repair of public roads, for the improvement of air quality or for any combination of those purposes. The ordinance may only be adopted upon approval of the majority of registered voters at a general election. In addition, any subsequent increase to the rate of the tax or change of previously approved uses of the proceeds of the tax must be put to the registered voters at a general election.

The City must maintain a separate fund to account for the revenues and expenses associated with the tax.

The Regional Transportation Commission (RTC) may appropriate money in the fund to provide a public transit system, support transportation activities for the elderly and disabled, establish public transit fares, and may adopt regulations for the operation of systems or services. The RTC may only withdraw money for (a) public transit and other activities, services and programs related to transportation which are included in the Regional

Transportation Plan, (b) construction, maintenance and repair of public roads; (c) activities, services and programs that relate to the improvement of air quality, and (d) payment of principal and interest on debt instruments.

**Boundaries.** The ordinance applies Citywide.

**Formation Steps.** The ordinance must specify the date on which the tax must first be imposed or on which an increase in the rate of the tax becomes effective, which must be the first day of the first calendar quarter that begins at least 120 days after the approval of the question by the voters.

**Revenue Sources and Collection.** Sales tax collected on taxable goods by merchants is reported and remitted to the State. The State distributes the sales tax revenue to Carson City. The State takes 1.75% of the sales tax as payment for its administration services.

There would be low organizational set-up costs with this funding mechanism as the collection procedure is already established with the State.

**Method of Apportionment.** A sales tax of up to 0.25% is added to all taxable transactions for all authorized improvements and services under NRS 377A included in the City's ordinance.

**Authority to Issue Debt Securities.** The City can pledge the revenue source as payment toward a special or general obligation bond. The RTC can pledge the revenue source as payment toward a special obligation bond. The sales tax may be the sole source of repayment, or it may be one of several sources of repayment on a bond series. If the RTC issues bonds or other debt securities, it must have first executed an interlocal agreement with the City to issue debt. The issuing local government may pledge and create a lien on the receipts of the tax.

**Removal / Dissolution.** The BOS may gradually reduce the amount of the tax. The effective date of reduction must be the first day of the first calendar quarter that begins at least 120 days after the effective date of the ordinance reducing the amount of the tax. At such time that any debt securities issued against the sales tax have been fully paid, the BOS may dissolve the RTC, if it was created solely for the purpose of activity associated with the tax.

## Infrastructure Sales Tax Continuation - NRS 377B

The Virginia and Truckee (V&T) Railroad and Streets and Highway Sales Tax is already in place, imposing sales tax at the maximum allowable 0.125% (the maximum allowable under NRS 377B is 0.25%; however, 0.125% has already been imposed for street and pedestrian improvements in the downtown area, Carson Street and William Street/Highway 50 East commercial corridors, a new animal services facility, new athletic center, and upgrades of the community center (which Plan of Expenditure does not expire until June 30, 2047)).

The repurposed revenue source would be generated by the portion of sales tax that is currently used to pay for V&T Railroad bonds debt service. Once these bonds have been paid off (December 2025), the 0.125% sales tax rate imposed specifically for these bonds can no longer be collected for that purpose; however, it can be repurposed for other allowable uses, including roads.

This revenue source is not new. No new tax is created; revenues from an existing tax are repurposed.

Unlike the Transportation Sales Tax, sales tax authorized under NRS 377B is not subject to voter approval.

**Flexibility of Service Provision.** Sales taxes must be spent only on activities authorized under NRS 377B and described in a Plan of Expenditure, which is adopted by the BOS. Road functions that may be funded by a sales tax adopted under NRS 377B are described in NRS 373.028; specifically, they include:

Street and highway construction, maintenance or repair, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of highway truck parking or any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic, and including a sidewalk designed primarily for use by pedestrians, and also, including, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, pedestrian rights-of-way, driveway approaches, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, parkways, grade separators, traffic separators, and traffic control equipment, and all appurtenances and incidentals, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of all types of property therefor.

Transit construction and maintenance costs are not authorized unless they provide cultural, historical, or recreational value (such as the V&T Railroad).

**Legal Autonomy and Accountability.** The sales tax was most recently updated by ordinance of the BOS to account for an amended Plan of Expenditure December 2018. The amended Plan of Expenditure includes expenditures of sales tax greater than that needed to service debt payments secured by sales tax for the V&T railroad bonds on street and highway preservation and rehabilitation projects. Certain named projects in the Plan of Expenditure include the Roop Street rehabilitation and East Clearview Drive preservation projects. Un-named roads authorized to receive sales tax include regional roadways defined by NDOT's functional classification maps.

Although repurposing of the tax does not require voter approval, there are high levels of accountability for use of the tax.

The City must maintain a separate fund to account for the revenues and expenses associated with the tax.

**Boundaries.** The ordinance applies Citywide.

**Formation Steps.** The BOS may impose a sales tax for infrastructure by ordinance. The ordinance must be approved by a two-thirds majority of the BOS, and any changes to the ordinance must also be approved by a two-thirds majority of the BOS. Before enacting the ordinance, the BOS must first develop a Plan of Expenditure. The Plan of Expenditure describes what types of projects, or even specific projects, the proceeds of the tax may be spent on (note that regional projects for which two or more counties have entered into an interlocal agreement to jointly expend on a project may be included).

The Plan of Expenditure must include:

1. The date on which the plan expires.
2. Description of the proposed project(s).
3. Method of financing of each project (or project type).
4. Costs related to each project (or project type).

The formation steps are not required for this funding source because it is not new; rather, a finding of necessity to continue and repurpose the tax must be made by the BOS. There are no organizational set-up costs with this funding mechanism as it is already in place.

At least one public hearing must be held on the Plan of Expenditure (or Amended Plan of Expenditure).

**Revenue Sources and Collection.** Sales tax collected on taxable goods by merchants is reported and remitted to the State. The State distributes the sales tax revenue to Carson City. The State takes 1.75% of the sales tax as payment for its administration services.

**Method of Apportionment.** A sales tax of 0.125% would be continued after December 2025 on all taxable transactions.

**Authority to Issue Debt Securities.** The City can pledge the sales tax future revenue stream as payment toward a special or general obligation bond. The sales tax may be the sole source of repayment, or it may be one of several sources of repayment on a bond series.

**Removal / Dissolution.** On or before the expiration date stated in the Plan of Expenditure – or when the project(s) described in the Plan of Expenditure are complete, the City must make a finding of necessity to continue collection of the sales tax under the Plan of Expenditure (or Amended Plan of Expenditure). If no finding of necessity is found, the sales tax ordinance must be repealed by the BOS.





### 03. Use of Funding Mechanisms

#### Potential Revenue Generation

Potential revenues from the two sales tax funding options are based on the fiscal year 2023 budget revenues for the Streets Maintenance sales tax (which is 0.25%) and V&T Railroad sales tax (which is 0.125%).

Sales Tax Source	Rate of Tax	Estimated Annual Revenue
Special Purposes Sales Tax	Maximum 0.25%	\$3,979,000
Infrastructure Sales Tax Continuation	52.5% of 0.125% *	\$1,045,000

\*Only the V&T Railroad debt service portion of the authorized 0.125% would be additional revenue; the remaining 47.5% is already allocated to highway expenditures.

Potential revenue from a SID or a NID is project and area specific, and cannot reasonably be estimated at this time. Revenue that could be generated by a GID with assessments to pay for neighborhood street improvements was estimated by using ranges of monthly assessments for a typical single-family home. The assessment methodology affects the cost allocation to the single-family home customer group; a methodology more heavily weighted on lineal front footage would shift more of the cost burden to residential; a methodology more heavily focused on trips would shift more of the cost burden to non-residential. The estimated annual revenue shown below is for all potential GID customers (land use types), not just single-family homes.

GID Assessments	Monthly Assessment	Estimated Annual Revenue
Typical SF Home	\$10 to \$18	\$5,000,000
Typical SF Home	\$20 to \$36	\$10,000,000
Typical SF Home	\$30 to \$58	\$15,000,000

The total annual pavement funding estimate in 2022 dollars to keep roads in their current conditions (PCI 74 Regional Roads and PCI 56 Local Roads) is \$25.5 million. The funding gap is \$21.0 million. If the City re-purposed the V&T Railroad current debt revenue collection to roads (Infrastructure Sales Tax Continuation) and was successful in a vote to support a 0.25% sales tax for roads (Special Purposes Sales Tax), for example, the funding gap could be reduced to \$16.0 million.

If, for example, a new GID generated \$13.0 million per year, the funding gap could be reduced to \$3.0 million per year. The GID could generate revenue from assessments for roads pavement maintenance, and parcel charges for snow removal and street lighting, which would release existing revenue sources paying for these services to pay for pavement maintenance. The remaining funding gap could possibly be filled with grants and SIDs for regional roads. An illustration of this funding example is shown on the next page. In this illustration, which is not a proposal, the majority of sales taxes are directed to regional roads, GID assessments pay for pavement maintenance of local roads only, and GID parcel charges are directed to snow removal and street lighting on both local and regional roads.

	Regional	Local	Total
Pavement Funding Need	\$11,500,000	\$14,000,000	\$25,000,000
Funded Amount	\$4,250,000	\$250,000	\$4,500,000
Funding Gap	\$7,250,000	\$13,750,000	\$21,000,000
Special Purposes Sales Tax	\$3,000,000	\$1,000,000	\$4,000,000
Infrastructure Sales Tax Continuation	\$1,000,000	\$0	\$1,000,000
Funding Gap with Sales Taxes	\$2,250,000	\$13,750,000	\$16,000,000
GID Assessment Revenue	\$0	\$12,200,000	\$12,200,000
GID Parcel Charges	\$250,000	\$550,000	\$800,000
Remaining Funding Gap (Grants / SIDs)	\$3,000,000	\$0	\$3,000,000

Note: numbers are rounded to fifty-thousands and continuation of the diesel tax is assumed.

## Funding Sources by Function

The next few pages illustrate which of the road and road-related functions each of the four funding mechanisms can be used for. The illustrations separate out construction activities from maintenance activities. Green indicates that the funding source can be used for that function; amber indicates that the funding source can be used but only under certain limitations; red indicates that the funding sources cannot be used for the function.

Reasons for the limited (amber-colored) functions include:

- (1) Pavement Maintenance: SIDs can fund a road maintenance project but the district cannot provide revenues for maintenance of the asset in perpetuity. When the asset needs to be maintained again in the future, a new SID would have to be established. Note, this is not true of a SID for transit, which can provide a revenue source for operation and maintenance of the transit assets in perpetuity.
- (2) Landscape and Public Spaces: GIDs can only fund facilities in sidewalks to the extent that they are “necessary and incidental unto” the sidewalk.
- (3) Access, Mobility and Safety: Mobility and safety features that are incorporated into a street project are permitted uses of revenues raised through GIDs and SIDs, but such features cannot be funded if they are not explicitly part of a street project. Dedicated bike paths through City neighborhoods, for example, could not be funded with these revenue sources; except, however, a GID with recreational facilities as a basic power could fund bike- and pedestrian-only paths with the levy of parcel charges.
- (4) Traffic Operations: Items such as traffic control equipment, lights and signs that are part of a road project can be funded with a road reconstruction or maintenance project in a SID, but just as with (1) the funding source is not in perpetuity unless it is a SID created solely for transit.
- (5) Transit: The Infrastructure Sales Tax Continuation (use of sales tax authorized under NRS 377B) can only be used for transit projects that are of cultural, historical, or recreational value (such as a trolley service around the State capital buildings).

# Pavement Maintenance



**MAINTENANCE**

**Infrastructure Sales Tax Continuation**

Maintenance and repair of any street, avenue, boulevard, alley, highway or other public right-of-way used by vehicles

**Special Purposes (Transportation) Sales Tax**

Repair of public roads and any facilities for personnel and storage of equipment for public roads

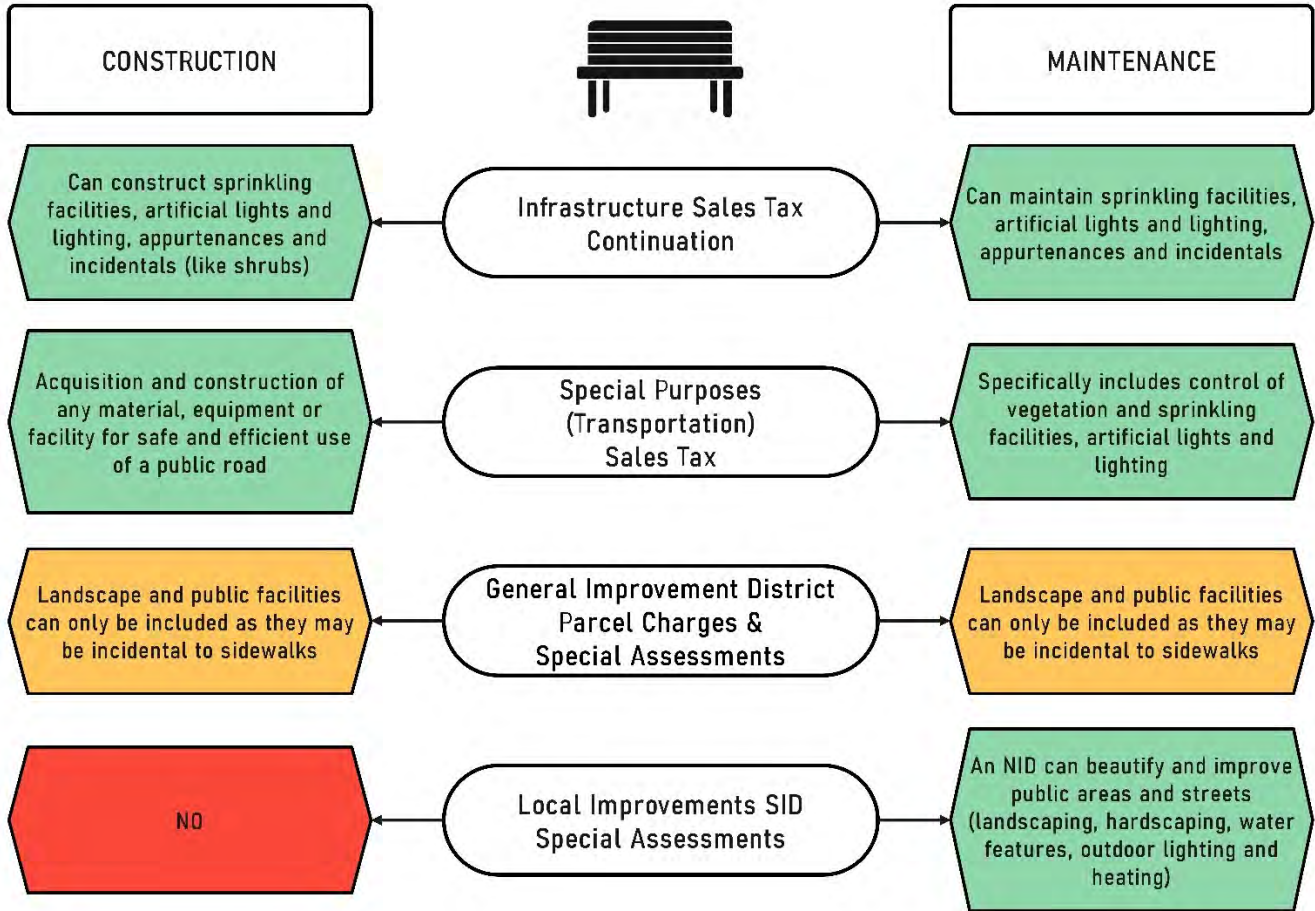
**General Improvement District Parcel Charges & Special Assessments**

Re-grading, re-surfacing streets, alleys and public highways, bridges, overpasses, tunnels, underpasses, off-street parking

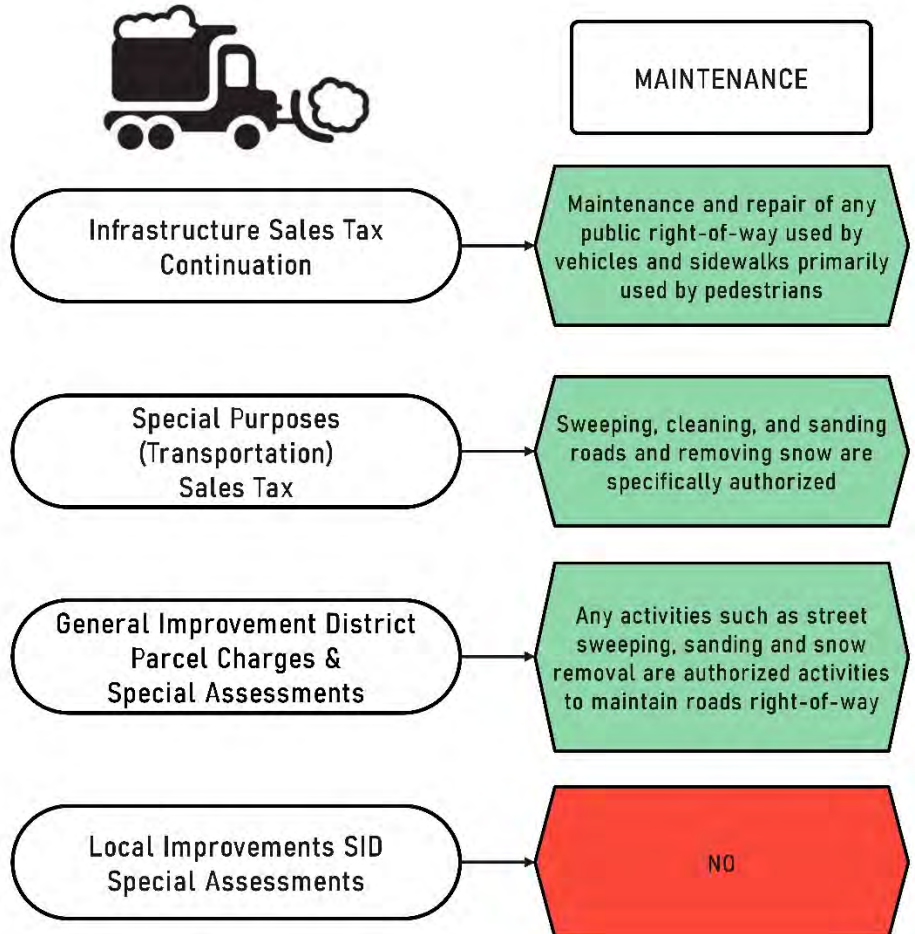
**Local Improvements SID Special Assessments**

Re-grading, gravel, oiling, surfacing, paving streets, bridges, overpasses, tunnels, underpasses on a project basis, not in perpetuity

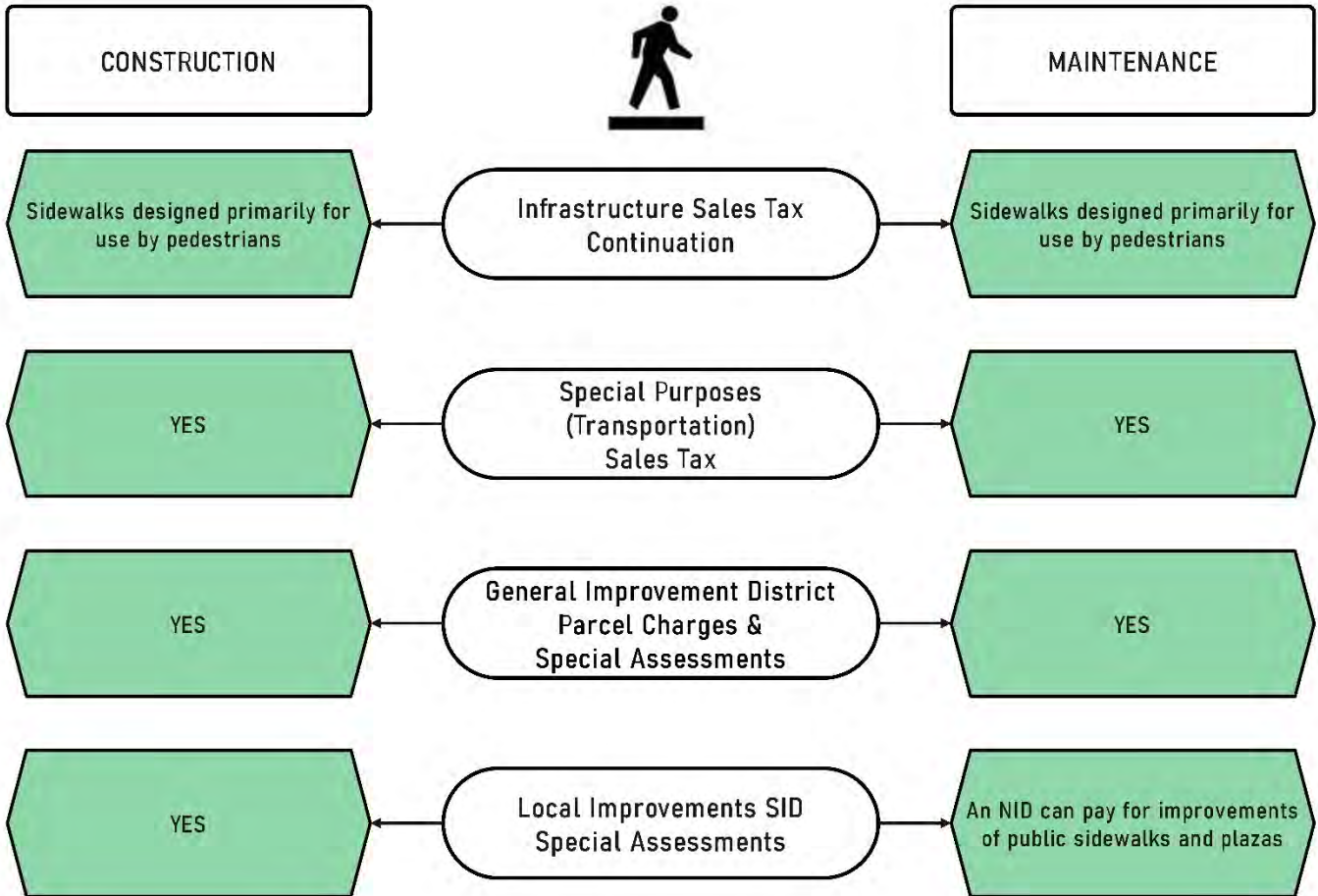
## Landscape and Public Spaces



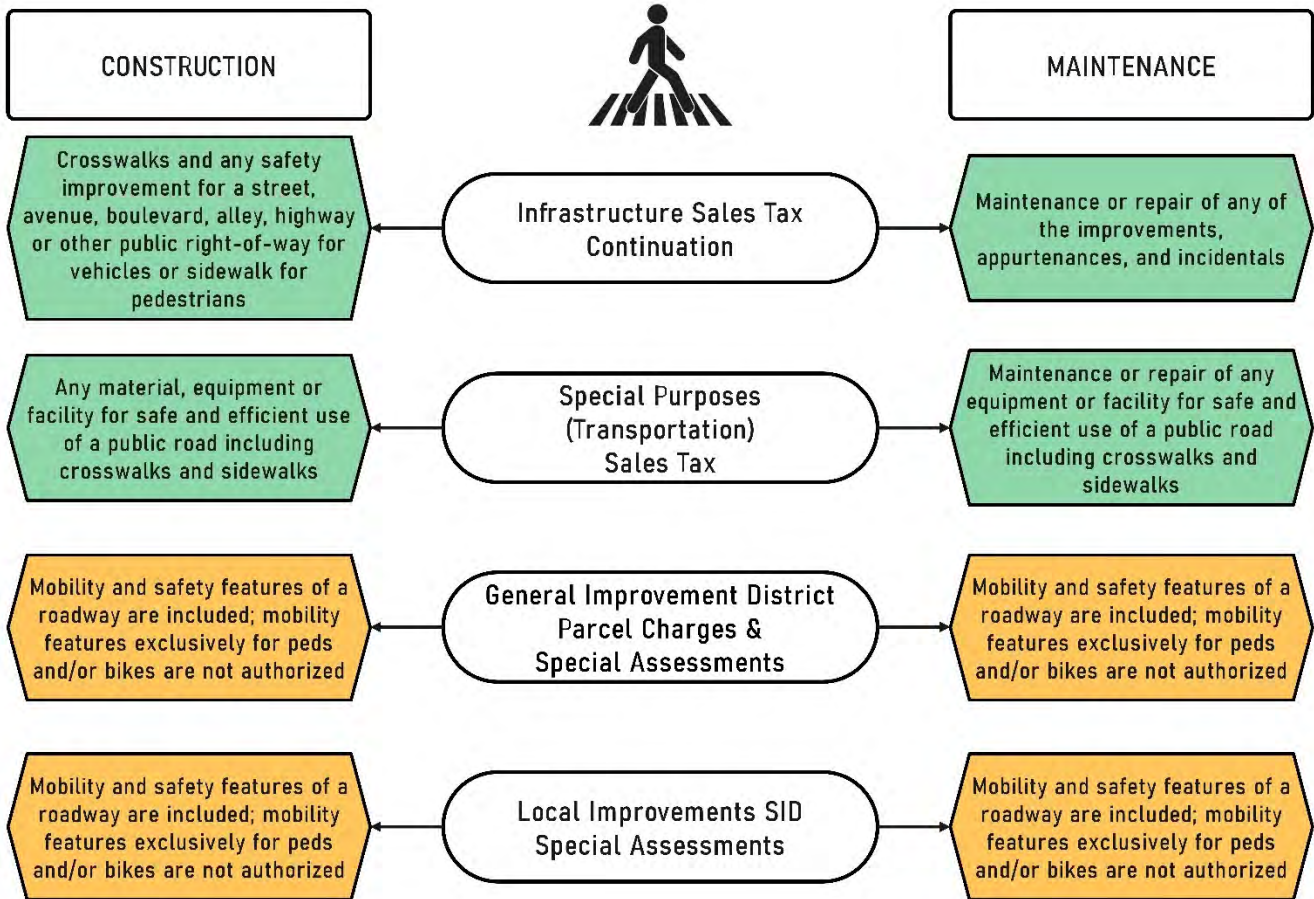
# Right-of-Way



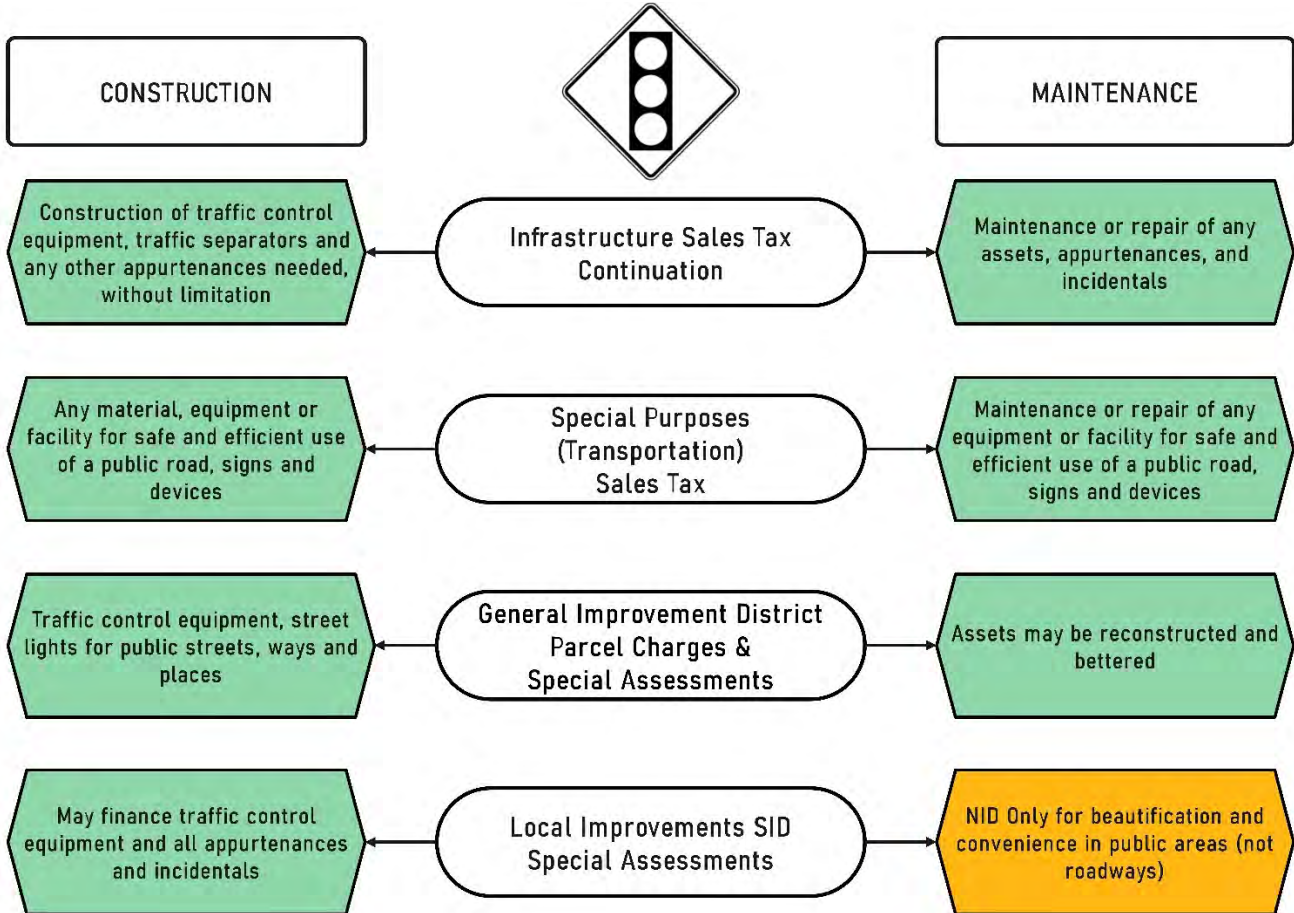
# Sidewalk Management



## Access, Mobility and Safety

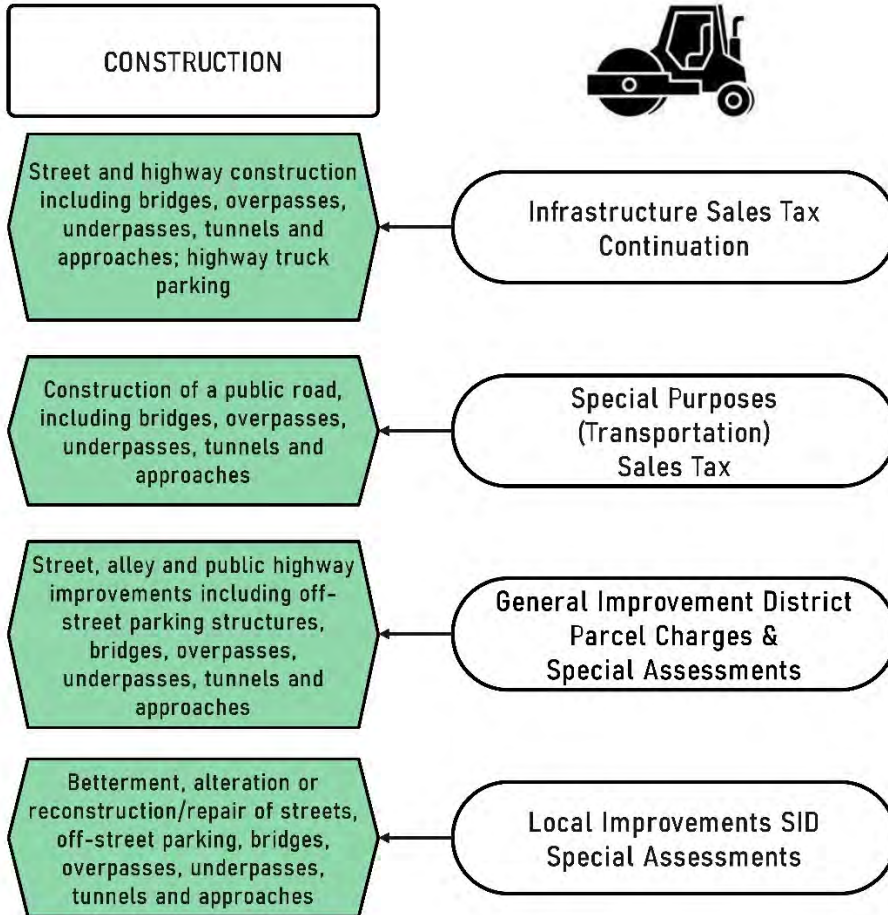


# Traffic Operations

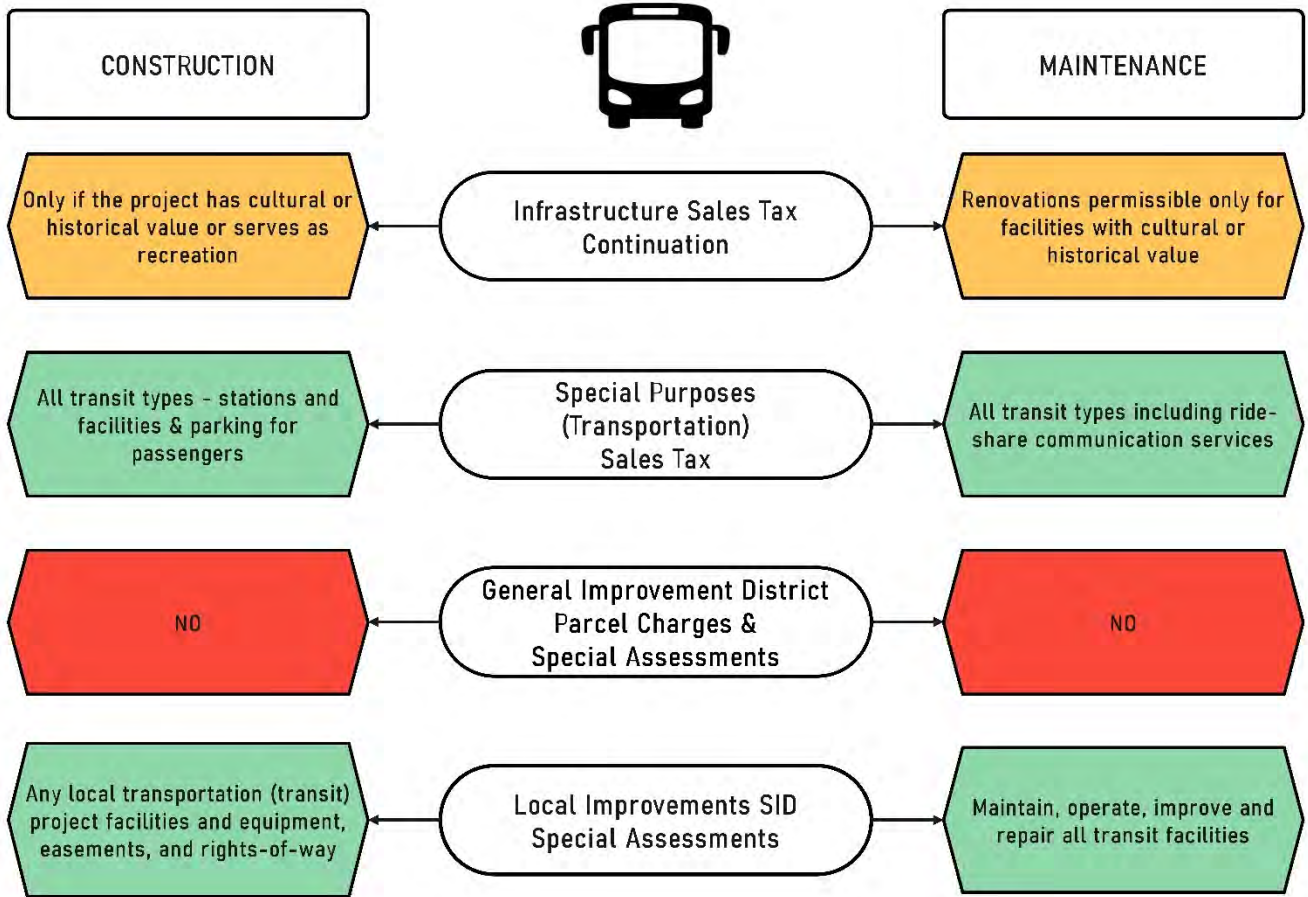




# Road Reconstruction



# Transit





## 04. Defining the Path Forward

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Having determined what each of the four potential funding sources is authorized to fund, described comparison attributes of each funding source (legal autonomy and accountability, revenue sources and collection, flexibility of service provision, authority to issue debt securities, formation steps, boundaries, and dissolution), and estimated revenue potential from each funding option, general observations and findings are summarized before defining the next steps in the path forward.

### Findings

#### 1. The City has a lot of flexibility under its existing legal authority

Current and potential roads funding sources are summarized in Figure 4 (on the next page). Current funding sources can be used for both neighborhood streets and regional roads; however, codified City policy restricts some of the revenue sources for particular uses. With BOS direction, the City has the flexibility to re-allocate existing funds among the road and road-related functions it performs as part of the overall funding strategy.

None of the potential new funding sources are restricted to just neighborhood streets or regional roads either; as such, not only does the City have a lot of flexibility with use of most of its existing roads funding mechanisms (grants are typically restricted), but it can also craft revenue collection structures that best fit Carson City's needs and values with additional revenue sources, including a GID or a SID (or NID).

#### 2. One funding source does not include any new entity or formation process

The V&T Infrastructure and Highways Tax is already in place and it requires minimal administrative effort to keep the revenue stream. It does not require voter-approval to continue to collect the tax and repurpose it from paying V&T Railroad bond debt service to road maintenance. Repurposing the revenue requires approval by two-thirds majority of the BOS. The BOS is accountable to the public with the Plan of Expenditure which describes exactly what the tax can be spent on. There is highly visible accountability for how the revenue is spent. This revenue source is appealing to keep because of these reasons, and because revenues would be collected from both locals and visitors. Since visitors also contribute to this funding source, it is appropriate that at least some portion of the tax revenue be spent on regional roads. A portion of existing revenues could be redirected to neighborhood streets with some portion of the sales tax being put toward regional roads. Sales tax keeps up with inflation, unlike fuel taxes.

#### 3. A new Roads GID holds a lot of potential for flexibility, accountability, and creativity

A new Roads GID allows for a lot of public input and City creativity. The GID can include limited or several basic powers related to roads (such as sidewalks, snow removal, street lighting) and it can be very flexible; it can establish a dedicated revenue source for neighborhood streets only if that is the primary objective, or it can fund all types of roads. Basic powers can also be added after the GID is created.

**Figure 4  
Current and Potential Road Funding Sources (Local and Regional Roads)**

LOCAL ROADS				
Road and Road-Related Functions	Policy-Directed Existing Funding Sources		Additional Potential Funding Sources	
<b>Pavement Maintenance</b> <i>Actions to maintain or improve PCI ratings (crack seals, slurry seals, resurfacing, striping)</i>	1-cent GAS TAX STREETS MAINT. TAX	STREET CUT PERMITS 5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Road Reconstruction</b> <i>(Failed road or part of a road redesign)</i>			377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Access, Mobility, and Safety</b> <i>Pedestrian crossings, bike lanes, transit lanes, ADA curb ramps</i>	1-cent GAS TAX STREETS MAINT. TAX	MISCELLANEOUS GRANTS 5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Sidewalk Management</b> <i>Inspections, repairs</i>	1-cent GAS TAX STREETS MAINT. TAX	MISCELLANEOUS GRANTS 5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Traffic Operations</b> <i>Signage, traffic lights, street lighting</i>	1-cent GAS TAX STREETS MAINT. TAX	MISCELLANEOUS 5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	GID CHARGES (street lights) SID ASSESSMENTS NID ASSESSMENTS
<b>Landscape and Public Spaces Maintenance</b> <i>Landscape (includes medians) - benches, retaining walls, fountains for example</i>	1-cent GAS TAX STREETS MAINT. TAX	5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX	GID ASSESSMENTS NID ASSESSMENTS
<b>Right-of-Way</b> <i>Sweeping, sanding, snow removal</i>	1-cent GAS TAX STREETS MAINT. TAX	5.35-cent GAS TAX	377B SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX	GID CHARGES
ARTERIAL AND COLLECTOR (REGIONAL) ROADS				
Road and Road-Related Functions	Policy-Directed Existing Funding Sources		Additional Potential Funding Sources	
<b>Pavement Maintenance</b> <i>Actions to maintain or improve PCI ratings (crack seals, slurry seals, resurfacing, striping)</i>	GRANTS FRANCHISE FEES STREETS MAINT. TAX	V&T SALES TAX 9-cent GAS TAX DIESEL TAX	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Road Reconstruction</b> <i>(Failed road or part of a road redesign)</i>	GRANTS V&T SALES TAX	9-cent GAS TAX DIESEL TAX	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Access, Mobility, and Safety</b> <i>Pedestrian crossings, bike lanes, transit lanes, ADA curb ramps</i>	GRANTS COMPLETE STREETS 9-cent GAS TAX	MISCELLANEOUS DIESEL TAX	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Sidewalk Management</b> <i>Inspections, repairs</i>	1-cent GAS TAX STREETS MAINT. TAX	MISCELLANEOUS GRANTS	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	SID ASSESSMENTS
<b>Traffic Operations</b> <i>Signage, traffic lights, street lighting</i>	1-cent GAS TAX STREETS MAINT. TAX 9-cent GAS TAX	MISCELLANEOUS GRANTS	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX GID ASSESSMENTS	GID CHARGES (street lights) SID ASSESSMENTS NID ASSESSMENTS
<b>Landscape and Public Spaces Maintenance</b> <i>Landscape (includes medians) - benches, retaining walls, fountains for example</i>	1-cent GAS TAX STREETS MAINT. TAX 9-cent GAS TAX	S. CARSON NID DOWNTOWN NID	V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX	GID ASSESSMENTS NID ASSESSMENTS
<b>Right-of-Way</b> <i>Sweeping, sanding, snow removal</i>	1-cent GAS TAX STREETS MAINT. TAX		V&T SALES TAX CONTINUATION SPECIAL PURPOSES SALES TAX	GID CHARGES (snow mgmt.)

**Notes:**

MISCELLANEOUS may include funding such as the City's Redevelopment Authority, or other Regional Transportation Commission (RTC) safety money.  
GRANTS refers to one-time sources of funding from programs such as Community Development Block Grant (CDBG), Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and Federal Transit Administration (FTA).

Money collected by the GID can be spent in any part of the City on any part of the City; or alternatively, sub-improvement areas can be created to keep dollars in certain parts of the City. Included areas need not be contiguous, allowing the City to tailor the GID as best fits the needs of its constituents. The City can determine the most equitable method of apportionment by soliciting customer input in the formation steps creating the GID.

Although a new GID would be a separate legal entity from the City, it could be governed by the same BOS or by the RTC, ensuring the vision and execution of activities of the GID are in line with the City's objectives. A GID can also create SIDs for major neighborhood street capital projects if the City wanted to keep all roads special assessments under the umbrella of one entity.

#### **4. A new sales tax could help close the funding gap, but it decreases potential funding for other City infrastructure projects**

The City needs to evaluate its financial needs for other City services when considering an up to 0.25% additional sales tax under NRS 377A because this funding source can be used for other infrastructure projects in addition to roads, and the total sales tax is capped by statute at 0.5% (the City already levies 0.25% for roads maintenance). In addition, the City would need to gauge public support for such a tax, and to what level, as it requires a general election vote in favor of the new tax.

The timing of a potential new sales tax can determine whether the initiative is successful or not, since it may be affected by the state of the national or statewide economy. As such, this funding tool may not be in an initial funding strategy; whether it is or not, it should be kept in the toolbox for roads and roads-related funding and it can be visited and revisited periodically. The current 0.25% sales tax for roads funding was approved by voters in 1986.

#### **5. SIDs and NIDs are excellent for funding specific projects**

A program of SIDs throughout the City (versus a GID) would be administratively very burdensome to set up (note however that annual administration can be contracted to a third party which could minimize City staff time). SIDs have to be formed for every street maintenance project each time improvements are needed (the funding cannot continue in perpetuity as it can with a GID). But for specific one-time projects, they can work very well.

SIDs and NIDs are formed by protest procedure (more than 50% required to stop formation of a SID, and more than 33.33% required to stop formation of a NID), unless the City is providing at least 50% of the total project cost. Since the goal is to create a new funding source, it is unlikely the City will have the more than matching amount, unless the match is a grant. Garnering support for one-time projects with demonstrated need can be less challenging than garnering support for multiple repetitive maintenance projects.

## 6. Some of the funding mechanisms are well-suited to fund transit

A new Special Purposes (Transportation) sales tax and a Local Improvements SID are excellent funding mechanisms for transit services and programs. The City could form a Transit SID that is assessed to all or only certain property owners (depending on the benefits received from the project, programs and services), and it can fund ongoing operations and maintenance (as well as programs and services) within the boundary of the SID.

## 7. Earliest timeline to collect each revenue differs

- The soonest the repurposed Infrastructure sales tax revenue currently collected for debt service of the V&T Railroad bonds could be repurposed to roads is January 2026.
- A new Special Purposes (Transportation) sales tax collected under NRS 377A could first be collected 120 days after an ordinance with its authorization has been adopted by the BOS. Since this new sales tax would have to be approved by the voters at a general election (November 2024), the City would most likely not be able to receive revenues from this source until April 2025.
- Formation of a GID would likely take six to nine months; if the process is started in early 2023, revenues could be received beginning January 2024.
- Formation of a SID would take four or five months. Several SIDs could be created at the same time to reap administrative efficiencies.

## Next Steps

The next steps to fund road preservation and halt deterioration of the PCI are to:

- Discuss the findings of the technical report and potential revenue-raising ability of each mechanism with decision-makers (the BOS and RTC Boards) for input,
- Present the alternatives to the public for input,
- Determine the level of service the City aims to fund (expressed as an overall PCI for regional roads and an overall PCI for local roads), and
- Create a funding strategy with implementation steps and timeline.

## Endnotes

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- <sup>i</sup> Nevada Sustainable Transportation Funding Advisory Work Group background information for AWG Meeting #2, August 2021.
- <sup>ii</sup> Carson City Roadway Needs and Funding Report, 2021.
- <sup>iii</sup> Applied Pavement Technology, Carson City Pavement Condition Analysis Report, August 2022.
- <sup>iv</sup> Department of Taxation, Division of Local Government Services, Annual Local Government Indebtedness as of June 30, 2021.
- <sup>v</sup> Understanding Nevada's Property Tax System, 2015-2016 Edition, Nevada Taxpayers Association publication.
- <sup>vi</sup> "Prospects for Transportation Utility Fees", Journal of Transport and Land Use, Vol. 5, No. 1 (spring 2012).
- <sup>vii</sup> In the event that special assessments and City General Fund monies are insufficient to pay for special assessment bonds debt service, ad valorem taxes shall be charged (NRS 271.495).

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### Exhibit-3: Carson City Roads Funding: Local Funding Options Summary Matrix

FUNDING OPTIONS				
	Local Improvements Special Districts (SID)s <i>NRS 271</i>	General Improvement District (GID) <i>NRS 318</i>	Special Purpose (Transportation) Sales Tax <i>NRS 377A</i>	Infrastructure Sales Tax <i>NRS 377B</i>
Description	<b>NEW</b> Improvement Districts formed for discrete project in defined geographies. Two types: (1) Infrastructure SID (2) Maintenance NID	<b>NEW</b> Roads GID responsible for streets and alleys; could include curbs, gutter, and sidewalks, street lighting and snow removal in authorized powers	<b>NEW</b> Up to an additional 0.25% sales tax applicable to all taxable transactions within the City specifically dedicated to roads funding	<b>EXISTING</b> Continued collection of 0.125% sales tax applicable to all taxable transactions within the City that is currently used for V&T bond repayment
Boundaries	Can be noncontiguous; Infrastructure SID no provision for annexation; Maintenance NID can be expanded	Can be Citywide or not, can be noncontiguous; procedure for annexation described in NRS	City Boundaries; annexation not applicable	City Boundaries; annexation not applicable
Flexibility of Service Provision	Rigid; districts are formed for specific expenditures; however, an SID can include other infrastructure improvements (e.g. water, sewer)	Flexible provided the service is included in the GID powers at formation; a GID can also form SIDs/NIDs as needed	Activities authorized by voters (can include roads and public transit systems)	Activities authorized by BOS
Legal Autonomy & Accountability	City Board of Supervisors	Separate Legal Entity - BOS is the ex officio Board of Trustees; local district managing board can be appointed by the BOS. Has eminent domain power. Annual filings with Dep't of Taxation	City Board of Supervisors. Requires voter approval	City Board of Supervisors
Formation Steps	Provisional Order Method initiated by BOS; if >50% of est. cost is borne by customers and a majority of customers object in writing, an SID cannot be formed; administratively burdensome	BOS resolution adopted by ordinance; can be stopped by voter protest. More administratively burdensome than the sales tax options initially	City resolution upon voter approval. Requires a public information campaign	Hold at least one public hearing and adopt by two-thirds majority of the BOS. Adopt a new plan for expenditure of tax proceeds once V&T railroad bonds are repaid. Low administrative effort
Method of Apportionment	Special assessment by any equitable basis. Federal properties are exempt. School district properties must consent; Carson City may only be levied up to 15% of total assessments	Parcel charges - no prescribed methodology. Special assessments paid by land and premises benefited by the improvements apportioned on an equitable basis. School district properties must consent	Sales tax up to 0.25% on all taxable transactions as included in the City's ordinance	Continuation of the 0.125% Infrastructure Tax originally levied for V&T Railroad bonds on all taxable transactions as included in the City's ordinance
Revenue Sources & Collection	Special assessments placed on the property tax roll. Annual administration costs for each SID (could outsource annual billings); annual report and public hearing required for NIDs	Special assessments and parcel charges. Customers could be billed with City utility bills or with property taxes	Can be included in agreement between Carson and the State for revenue collection and distribution. State takes 1.75% of the revenue.	Can be included in agreement between Carson and the State for revenue collection and distribution. State takes 1.75% of the revenue.
Authority to Issue Debt Securities	Yes - special assessment bonds are not a debt of the municipality, but of the district; can issue for SIDs and NIDs	Yes - can issue revenue bonds and special assessment bonds (special obligations, not debts)	Yes (general or special obligations of the City)	Yes (general or special obligations of the City)
Dissolution / Removal	SID is in place until project cost paid; a NID can be dissolved upon petition of property owners holding >50% of assessed value	Resolution of the BOS, by majority of the BOS	Per voter-approved term; can be in perpetuity	Can be removed by BOS action; must be repealed if no longer needed for uses in the Plan of Expenditure

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# Carson City Pavement Condition Analysis Final Report (August 2022)

**Prepared For:**

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## INTRODUCTION AND PURPOSE

Carson City Public Works (CCPW) contracted with Applied Pavement Technology, Inc. (APTech) to analyze Carson City's (City) roadway pavement assets and forecast budget needs for the next 28 years, to 2050.

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

Carson City is the capital of the State of Nevada. It was founded in 1864, covers about 157 square miles, and has a population of about 58,640 (April 1, 2020 census). CCPW is responsible for maintaining approximately 284 centerline miles of pavement. This equates to 52,265,798 square feet or 1.87 square miles of pavement.

## ROADWAY PAVEMENT INVENTORY

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

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

Table 1. Pavement area by roadway functional classification.

<b>Functional Classification</b>	<b>City Classification</b>	<b>Area (ft<sup>2</sup>)</b>	<b>Percentage of Network Area</b>
Arterials	Regional	7,752,697	15%
Collectors		9,892,797	19%
Local	Local	34,620,304	66%
<b>Total</b>		52,265,798	100%

Table 2. Pavement area by Performance District.

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

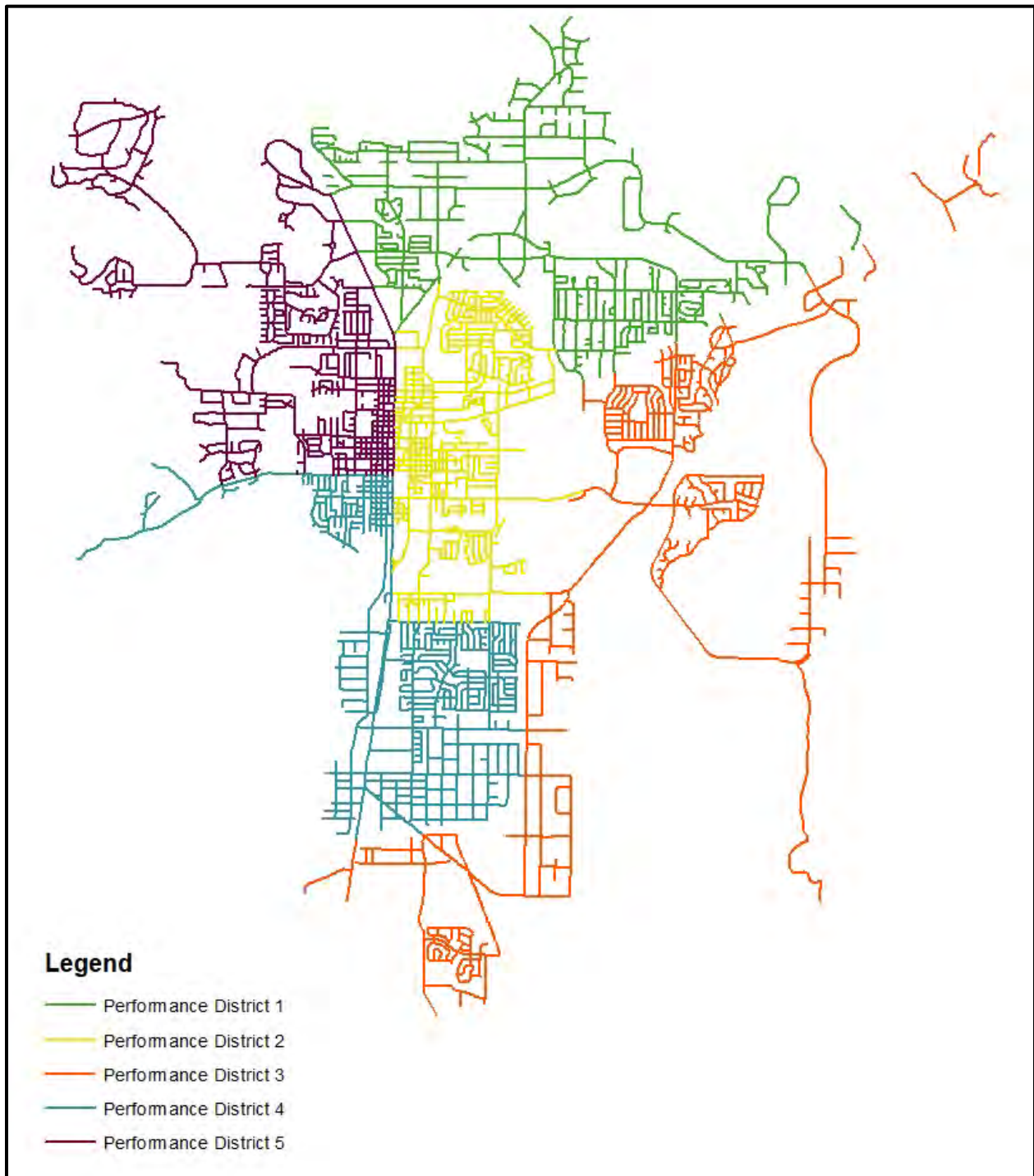


Figure 1. Carson City maintained roads by Performance District.



## PAVEMENT CONDITION

### ***Pavement Condition Index***

CCPW has performed three network-wide pavement surveys in the last decade: in 2014, 2017, and 2021. The pavement surveys were carried out using automated data collection vans which drove the network and collected pavement distress data.

Distress data collected during those surveys was used to calculate a Pavement Condition Index (PCI) value for each of the 3,073 road sections in the pavement network. The PCI is a value ranging from 0 to 100, where 0 describes a severely distressed pavement and 100 describes a pavement in excellent condition. In the calculation of PCI, each distress type and severity has an associated deduct value. Structural distresses, like rutting and fatigue cracking, have much higher deduct values than others. Thus, small amounts of these distresses will lower a PCI value much faster than large amounts of other functional distresses (e.g., raveling and weathering). Table 3 provides an overview of the industry standard condition categories used by CCPW, along with typical distresses present in each category.

Table 3. PCI ranges and condition categories.

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

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

Figure 2, a photograph taken on Race Track Road, has no distresses visible (17% of the roads in Carson City are rated as Good).



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

Figure 3, a photograph taken on Silver Oak Drive, shows low- and moderate-severity longitudinal and transverse cracking (24% of the roads in Carson City are rated as Satisfactory).



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

Figure 4, a photograph taken on Deer Run Road, shows a combination of moderate-severity transverse cracking and low-severity alligator cracking (22% of the roads in Carson City are rated as Fair).



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

Figure 5, a photograph taken on Fifth Street, shows a combination of low and moderate-severity longitudinal cracking and moderate-severity alligator cracking (17% of the roads in Carson City are rated as Poor).



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

Figure 6, a photograph taken on North Lompa Lane, shows a combination of low and moderate-severity longitudinal and transverse cracking, low-severity patching, and a considerable amount of moderate-severity alligator cracking with low severity rutting (14% of the roads in Carson City are rated as Very Poor).



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

Figure 7, a photograph taken on Deer Run Road, shows a combination of low and moderate-severity longitudinal and transverse cracking along with considerable amounts of moderate-severity alligator cracking with moderate-severity rutting (6% of the roads in Carson City are rated as Serious).



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

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



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



### Current Network Conditions

Based on the PCI values for all the roadways, the current overall area-weighted average PCI for the City network is 62. This places the overall condition of the network near the middle of the Fair condition category (PCI 70-56). Tables 4 and 5 provide breakdowns of the average PCI values by facility type and Performance District, respectively. Note that these are average values, and that there is a distribution of condition values from very high to very low throughout the network.

Table 4. Average PCI by facility type.

City Classification	Area (ft <sup>2</sup> )	Percentage of Network Area	Area Weighted PCI*
Regional	17,645,494	34%	74
Local	34,620,304	66%	56
All Roads	52,265,798	100%	62

\*Refer to Table 3 on page 5 for condition category color legend.

Table 5. Average PCI by Performance District.

Performance District	City Classification	Area (ft <sup>2</sup> )	Percentage of District Area	Area Weighted PCI*
1	Regional	3,377,000	33%	69
	Local	6,780,603	67%	57
	All Roads	10,157,603	100%	61
2	Regional	3,628,520	35%	80
	Local	6,722,014	65%	53
	All Roads	10,350,534	100%	63
3	Regional	3,274,725	31%	77
	Local	7,339,450	69%	58
	All Roads	10,614,176	100%	64
4	Regional	3,796,289	35%	79
	Local	7,083,733	65%	51
	All Roads	10,880,023	100%	61
5	Regional	3,568,959	35%	65
	Local	6,694,504	65%	60
	All Roads	10,263,463	100%	62

\*Refer to Table 3 on page 5 for condition category color legend.

Figure 9 displays the distribution of pavement area by condition category. Approximately 41 percent of the roadway network area is in Good to Satisfactory condition with PCI values greater than 70. Roadways in Good or Satisfactory condition are typically excellent candidates for pavement preservation treatments and strategically timed pavement preservation treatments may extend the life of these roadways in a cost-effective manner, delaying the need for more costly treatments.

Approximately 39 percent of the roadways in the City are in Fair or Poor condition with a PCI between 40 and 70. Based on standard City practice, roadways in this condition category will likely require some form of rehabilitation work or pavement preservation work to restore or prolong performance. The remaining 20 percent of the City's roadways are in Very Poor, Serious, or Failed condition. Roadways in these conditions are generally candidates for more costly reconstruction or major rehabilitation.

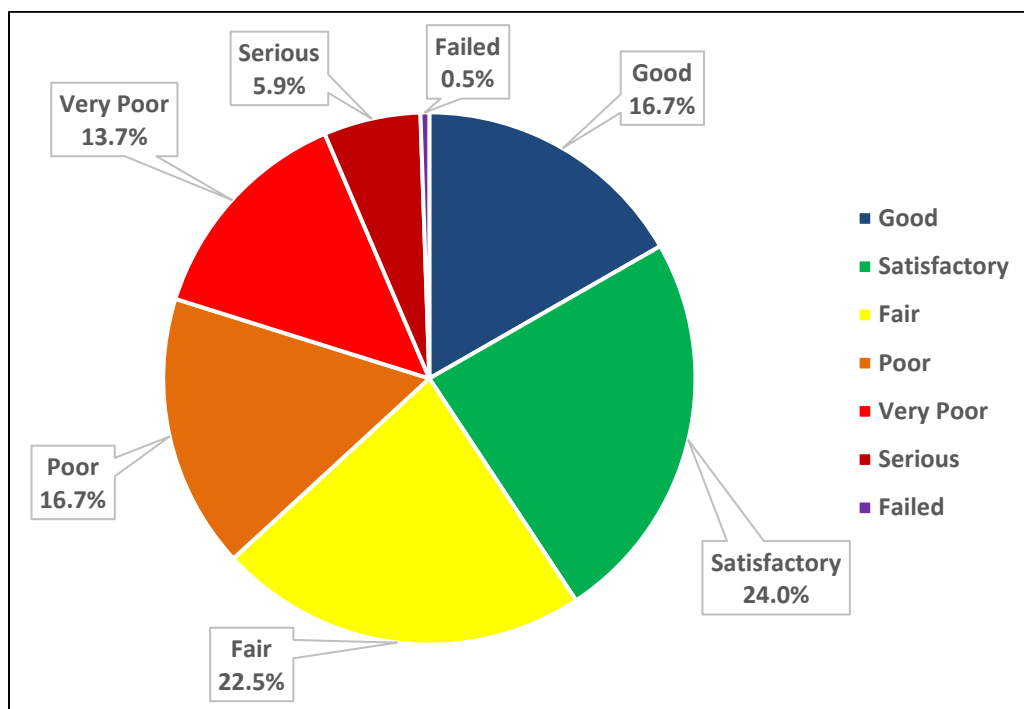


Figure 9. Distribution of network pavement area by condition category.

Figures 10 and 11 display the distribution of pavement area in the different condition categories by the functional classification of the roadway. Approximately 65 percent of the regional roads are in Good or Satisfactory condition, while only 28 percent of the local roads are in Good or Satisfactory condition.

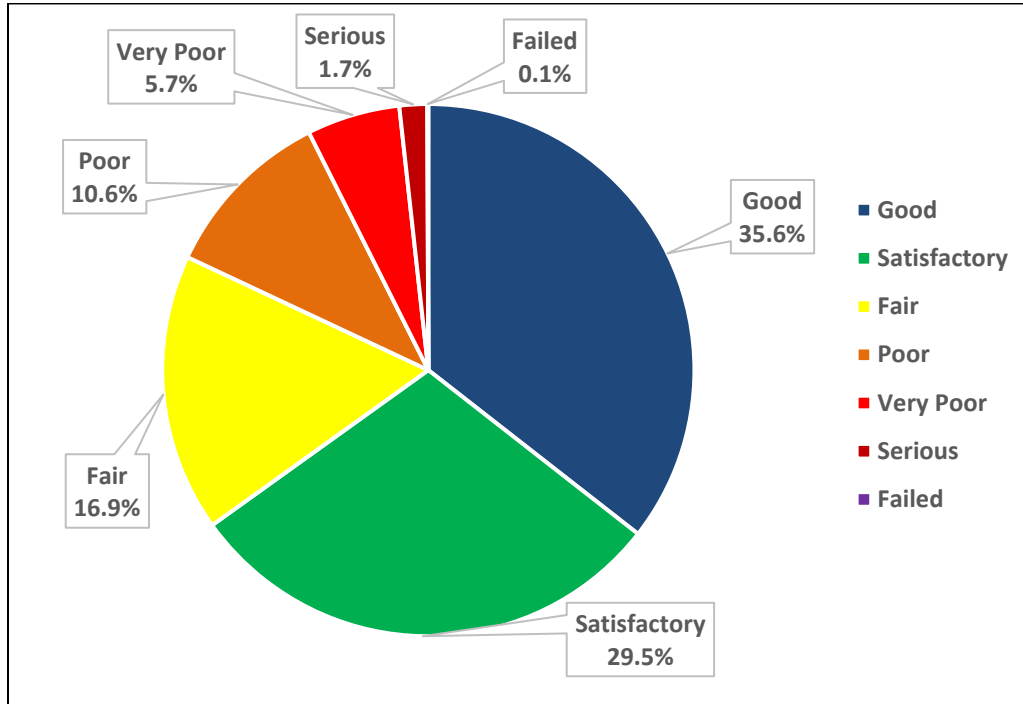


Figure 10. Regional roadways distribution of pavement area by condition category.

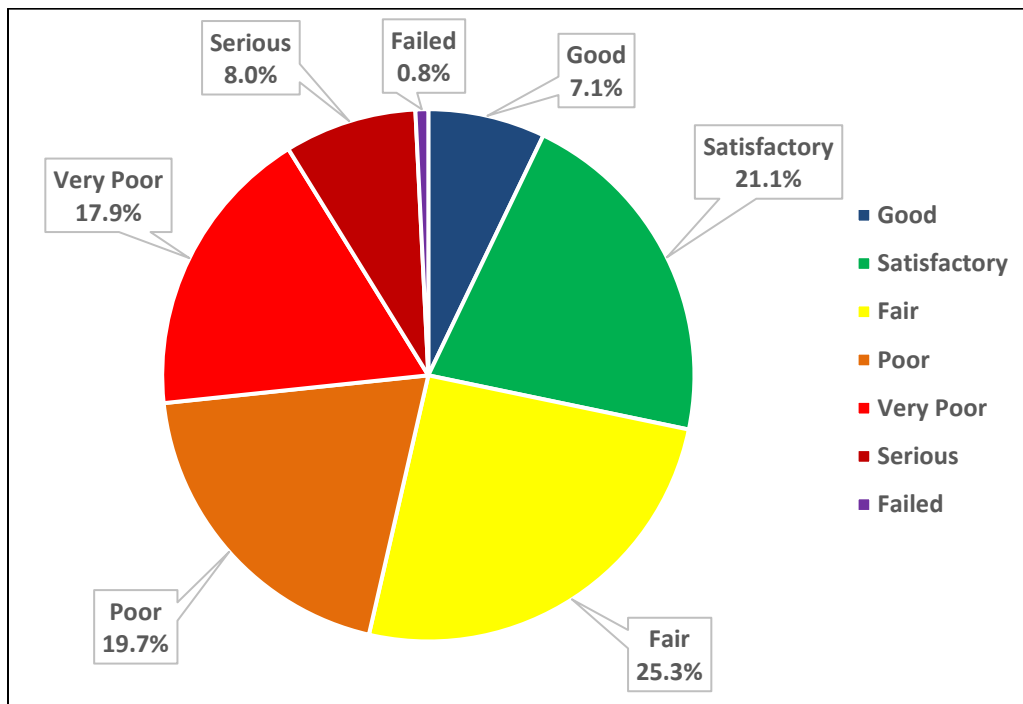


Figure 11. Local roadways distribution of pavement area by condition category.

## PAVEMENT MANAGEMENT SYSTEM CONFIGURATION

### *Treatment Strategy*

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

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

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

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

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

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

Surface treatments and thin overlays are common preventive treatments. These do not increase the pavement's structural capacity, but protect the existing structure from the elements that cause rapid aging, such as moisture intrusion and pavement oxidation that lead to structural deterioration. Additionally, surface treatments can be used to fill small surface distortions and improve skid resistance.

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

A threshold PCI value (i.e., critical PCI) is used to distinguish between preventive and stopgap maintenance. CCPW defined this value to be 65 for regional roadways and 40 for their local roadways in their network ([Pavement Management Plan](#)). The Critical PCI identifies when major rehabilitation work should be considered. Preventive maintenance actions are only recommended for roadways above the critical PCI level. Below the critical PCI, stopgap maintenance could be applied but if funding is available the pavement is being considered for major maintenance and rehabilitation (M&R) in the near future. Major M&R is typically defined as an activity such as an overlay or reconstruction that would return the pavement to basically “new” condition and would result in a PCI of 100 (no distress) if implemented.

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

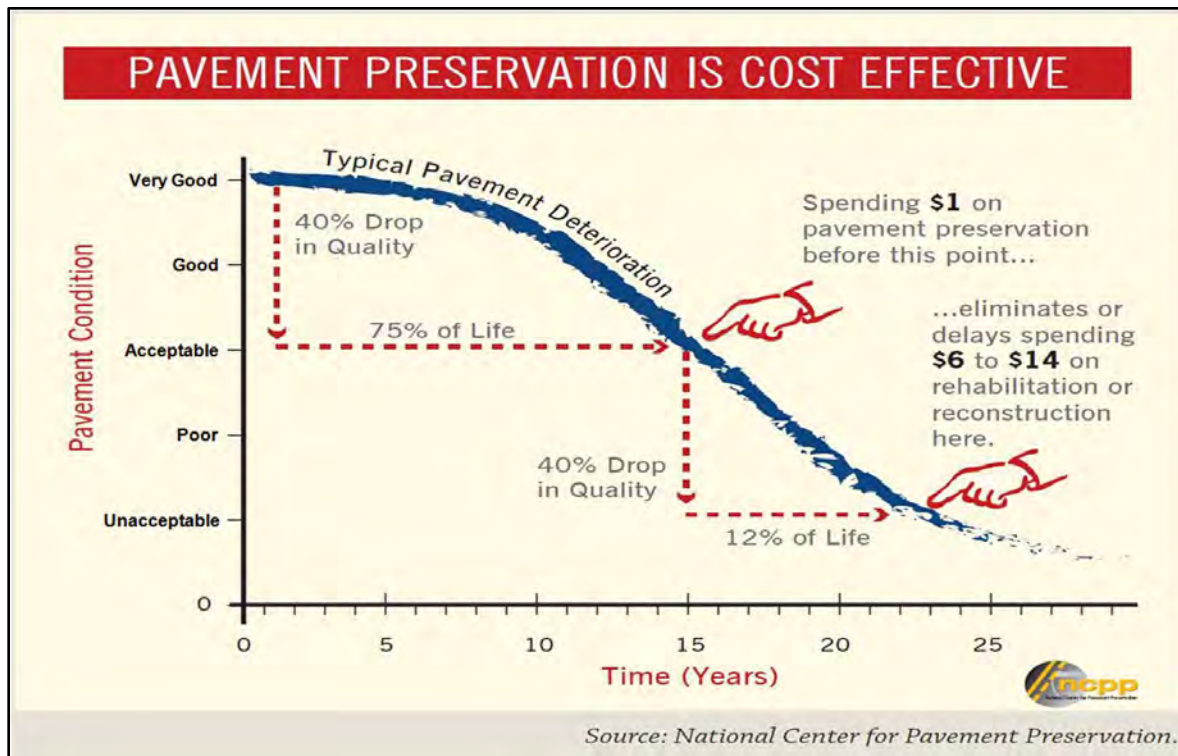


Figure 12. Pavement preservation cost vs. pavement rehabilitation cost.

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

Table 6. CCPW Existing treatment types.

Activity	PAVER Budget Category	Cost <sup>1</sup>	Unit
Crack Sealing	Localized Preventive	\$0.75	ft
Patching		\$8.00	sq. ft
Pothole Filling		\$6.00	sq. ft
Slurry Seal <sup>2</sup>	Surface Treatments	\$0.32	sq. ft
Cape Seal <sup>3</sup>		\$0.32	sq. ft
Cold Mill and Overlay - 2 Inches <sup>4</sup>	Major M&R	\$3.00	sq. ft
Complete Reconstruction - AC		\$4.00	sq. ft

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

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

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

<sup>4</sup> Applies only to Regional Roads.

The pavement management software estimates preventive, stopgap, and major M&R costs based on the pavement condition of each roadway. Localized preventive treatment unit costs shown above were used to estimate maintenance costs for the entire pavement surface area, the results are summarized in Table 7. It is noteworthy to mention that the pavement management software interpolates unit costs between the PCI values shown. For example, a pavement section with a PCI of 75 will have an associated cost of \$0.025 per square foot for preventive maintenance ( $0.01 + (75 - 80) \times \frac{(0.01-0.04)}{(80-70)} = 0.025$ ).

Note that surface treatments are not recommended based on a cost by condition. These are calculated based on the unit costs shown in Table 6 and sections will only be targeted if they fall within the selected PCI range of 90 to 65 for regional roadways and 90 to 40 for local roadways, and a minimum of two years after a major M&R has been applied.

Table 7. Cost (per ft<sup>2</sup>) by PCI range for preventive, stopgap, and major.

PCI	Preventive	Stopgap	PCI	Major M&R	
				Regional Roads	Local Roads
0	\$1.67	\$0.83	0	\$4.00	\$4.00
10	\$1.67	\$0.83	10	\$4.00	\$4.00
20	\$1.33	\$0.67	20	\$4.00	\$4.00
30	\$0.80	\$0.40	30	\$4.00	\$4.00
40	\$0.33	\$0.17	39.99	\$4.00	\$4.00
50	\$0.17	\$0.08	40	\$3.00	\$0.00
65	\$0.05	\$0.05	49.99	\$3.00	\$0.00
70	\$0.04	\$0.04	50	\$3.00	\$0.00
80	\$0.01	\$0.01	64.99	\$3.00	\$0.00
90	\$0.00	\$0.00	65	\$0.00	\$0.00
100	\$0.00	\$0.00	100	\$0.00	\$0.00



## Performance Models

Performance models are used by the pavement management software to predict future condition. Based on the data obtained during the latest pavement survey completed, the models were reviewed and updated to improve their accuracy.

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

Over time, as additional data becomes available (i.e., original construction records, new rounds of pavement inspections) performance models may be refined, and additional performance curves may be needed to better represent roadway performance. For example, the City may consider adding a separate model for regional and local roads due to prioritization of treatments. In addition, at some point consideration may be given to separate models for roads that have received different pavement preservation treatments. Periodic review of configuration items keeps a pavement management system aligned with current conditions and agency operations.

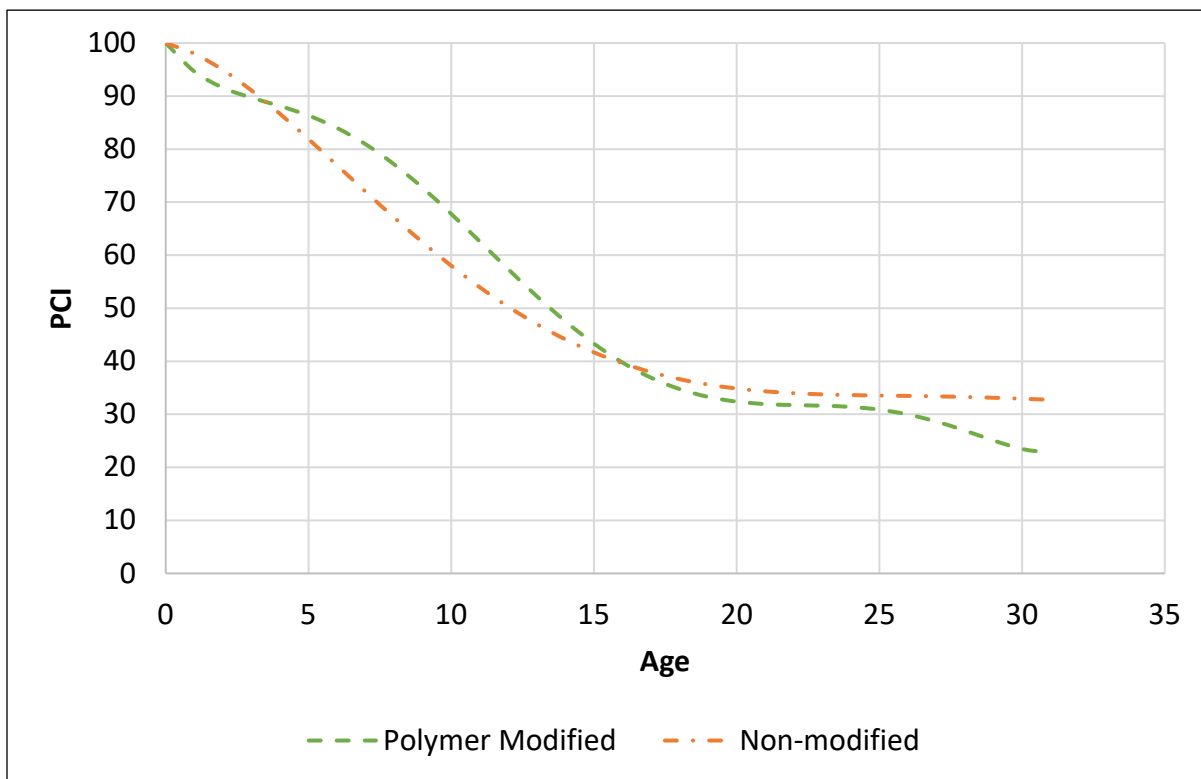


Figure 13. CCPW performance models.

## BUDGET SCENARIO ANALYSES

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

An analysis period up to 2050 (28 years) was selected by CCPW. Pavement management software analyses are typically carried out for shorter time periods (i.e., 5 or 10 years) because of the variability of inputs over time. Variables include accuracy of the pavement performance models (refined over time as more data becomes available); the introduction of additional performance models due to new materials, treatments, and technologies; significant changes in treatment unit costs; unforeseen environmental factors such as earthquake or flooding events; and reliability of funding. Pavement management software is capable of long-term analysis periods, but caution should be applied to long-term projections. To improve accuracy, scenario assumptions should be refined over time.

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

### Constrained Funding Scenarios

- **Current Revenue Levels:** CCPW estimated that it spends an average of approximately \$1.4 million per year on preventive maintenance activities and \$2 million on surface treatments and rehabilitation activities received from local sources (with a 0.68% increase per year over the analysis period). Additionally, there is a total of \$18.7 million from a combination of the City's 1/8 cent infrastructure sales and a one-time federal transportation grant which was distributed over the first 5 years of the analysis period toward the rehabilitation of North Carson Street and William Street. This has been incorporated into the forecast to offset costs associated with the two mentioned corridors. Additionally, Carson City reasonably expects to receive \$2.7 million in Transportation Formula Funding, this funding was distributed over the next 5-years for M&R on collector and arterial roads. This scenario predicts the future condition of the pavement network if current funding levels are maintained.
- **Current Revenue Levels increased by 100 percent:** CCPW wanted to analyze the impact to their network if local revenue were increased to an average of approximately \$2.8 million per year on preventive maintenance activities and \$4 million on surface treatments and rehabilitation activities (with a 0.68% increase per year over the analysis period). The additional \$18.7 million for rehabilitation activities on North Carson Street and William Street and other \$2.7 million from Federal Funding that is to be evenly distributed over the first 5 years of the analysis period was maintained since both revenue streams will conclude by 2027.

### Target Pavement Condition Scenarios

The additional \$18.7 million for rehabilitation activities on North Carson Street and William Street that is to be evenly distributed over the first 5 years of the analysis period was maintained for these scenarios. Additionally, the \$2.7 million in Federal Funding distributed over the first 5 years for M&R on collector and arterial roads was also maintained.

- **Maintain Current Condition:** This scenario predicts the annual budget requirements to maintain the current area-weighted average network PCI of approximately 62 (Fair) over the 28-year analysis period.
- **Reach Target Conditions:** This scenario predicts the annual budget requirement to reach a specified area-weighted average PCI; the following two scenarios were analyzed:
  - Approved [Pavement Management Plan](#) scenario where regional and local roadways would reach an area-weighted average PCI of at least 75 and 70, respectively, in the initial 8 years and then maintain the target conditions over the remainder of the 28-year analysis period.
  - Modified Pavement Management Plan scenario, which is more in line with the City's current practice of roadway prioritization that focuses on roadways with higher volumes and connectivity, and addresses local roadways as funding becomes available. Regional and local roadways would reach an area-weighted average PCI of at least 70 and 50, respectively, by 2030 and then maintain target conditions over the remainder of the 28-year analysis period.

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

### Assumptions

During conversations with CCPW, it was decided to account for roadway project incidentals that are typically encountered during surface treatments and rehabilitation projects. Assumed incidentals as a percentage of the total project costs are shown in table 8. The budgets for these categories were reduced accordingly for all scenarios because unit costs in the software only account for pavement-related construction. Additionally, an overall inflation rate of 2.46% was used. This value was calculated based on an average of the information from the Congressional Budget Office for 2022 (6.1%) and 2023 (3.1%), and a 2.3% assumption for the remaining years of the analysis period.

Table 8. CCPW Incidental Costs.

Category	Major M&R	Surface Treatment
ADA	20%	5%
Design/Project Management	12.5%	6.5%
Construction Management	8.5%	11.5%
Contingency	10%	10%
Striping	5%	15%
<b>Total</b>	<b>56%</b>	<b>48%</b>

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

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

Tables 9 through 13 show the annual report card used by CCPW that summarizes the average area-weighted PCI for all facility types over the first 8 years of the analysis period for every budget scenario. These tables show the percentage change between the first and eighth year of the analysis period. Tables 14 through 18 show the same report card for every three years of the 28-year analysis period along with the percentage change between the first and twenty-eighth year of the analysis period.

Table 9: 8-year report card for current revenue levels.

Pavement Condition Index (PCI) - Annual Report Card											
Facility Type		Estimated PCI									Percent Change 2022 to 2030
		2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	74	70	69	69	68	67	66	65	63	-14%
	Local Roads	56	51	48	45	43	41	39	38	36	-35%
	All Roads	62	57	55	53	52	50	48	47	46	-27%
Performance District 1	Regional Roads	69	65	65	64	65	65	66	67	65	-6%
	Local Roads	57	51	48	46	43	41	39	37	36	-37%
	All Roads	61	56	54	52	50	49	48	47	46	-25%
Performance District 2	Regional Roads	80	78	78	77	78	76	76	74	73	-8%
	Local Roads	53	48	45	43	41	39	37	36	35	-34%
	All Roads	63	58	57	55	54	52	51	49	48	-23%
Performance District 3	Regional Roads	77	74	73	70	70	68	66	64	63	-18%
	Local Roads	58	54	52	49	47	45	43	41	39	-32%
	All Roads	64	60	58	56	54	52	50	48	46	-27%
Performance District 4	Regional Roads	79	74	72	71	70	67	65	63	62	-21%
	Local Roads	51	46	44	42	40	38	37	36	35	-32%
	All Roads	61	56	54	52	50	48	47	45	44	-27%
Performance District 5	Regional Roads	65	59	57	60	58	60	58	56	53	-18%
	Local Roads	60	54	51	48	45	43	41	39	38	-37%
	All Roads	62	56	53	52	50	49	47	45	43	-31%

Table 10: 8-year report card for current revenue levels increased by 100 percent.

Pavement Condition Index (PCI) - Annual Report Card											
Facility Type		Estimated PCI									Percent Change 2022 to 2030
		2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	74	72	73	73	73	73	73	73	74	0%
	Local Roads	56	51	48	46	43	41	40	38	37	-35%
	All Roads	62	58	56	55	53	52	51	50	49	-21%
Performance District 1	Regional Roads	69	69	76	74	74	71	73	76	75	8%
	Local Roads	57	51	48	46	43	41	39	37	36	-36%
	All Roads	61	57	57	55	53	51	50	50	49	-20%
Performance District 2	Regional Roads	80	79	78	79	82	80	81	80	81	2%
	Local Roads	53	48	45	43	41	39	38	36	35	-34%
	All Roads	63	59	57	56	55	54	53	52	51	-19%
Performance District 3	Regional Roads	77	76	76	75	74	72	75	75	74	-5%
	Local Roads	58	54	52	49	47	45	43	41	39	-32%
	All Roads	64	61	59	57	55	54	53	52	50	-22%
Performance District 4	Regional Roads	79	75	74	74	73	73	72	73	73	-8%
	Local Roads	51	46	44	42	40	38	37	36	35	-32%
	All Roads	61	56	55	53	51	51	49	49	48	-21%
Performance District 5	Regional Roads	65	62	59	63	60	65	65	64	66	2%
	Local Roads	60	54	51	48	45	43	41	39	38	-37%
	All Roads	62	57	54	53	51	51	49	48	48	-23%

Table 11: 8-year report card for maintaining current conditions.

Pavement Condition Index (PCI) - Annual Report Card											
Facility Type		Estimated PCI									Percent Change 2022 to 2030
		2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	74	75	78	83	86	87	88	86	83	12%
	Local Roads	56	57	57	56	56	56	55	59	60	6%
	All Roads	62	63	64	65	66	66	66	68	68	9%
Performance District 1	Regional Roads	69	77	82	83	87	86	85	86	82	19%
	Local Roads	57	61	60	58	57	56	56	61	61	7%
	All Roads	61	66	67	67	67	66	66	70	68	12%
Performance District 2	Regional Roads	80	81	82	86	88	87	86	84	83	4%
	Local Roads	53	53	53	52	52	53	53	56	56	6%
	All Roads	63	63	63	64	65	65	65	65	66	4%
Performance District 3	Regional Roads	77	79	81	82	85	86	90	86	82	7%
	Local Roads	58	60	61	60	58	57	56	58	62	6%
	All Roads	64	66	67	67	67	66	66	67	68	6%
Performance District 4	Regional Roads	79	77	80	86	89	88	88	85	84	6%
	Local Roads	51	51	50	51	52	54	54	56	56	10%
	All Roads	61	60	61	63	65	66	65	66	66	8%
Performance District 5	Regional Roads	65	62	66	76	81	91	92	89	85	30%
	Local Roads	60	61	60	61	60	58	59	64	63	5%
	All Roads	62	62	62	66	67	70	70	73	70	14%

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

Pavement Condition Index (PCI) - Annual Report Card											
Facility Type		Estimated PCI									Percent Change 2022 to 2030
		2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	74	76	79	83	87	87	88	86	83	12%
	Local Roads	56	59	59	58	58	57	57	63	63	12%
	All Roads	62	65	65	67	67	67	67	70	70	12%
Performance District 1	Regional Roads	69	77	82	84	87	86	85	86	82	19%
	Local Roads	57	62	62	60	59	57	57	66	65	14%
	All Roads	61	67	69	68	68	67	66	72	71	16%
Performance District 2	Regional Roads	80	81	83	87	88	86	86	84	83	4%
	Local Roads	53	55	55	55	55	55	55	61	61	14%
	All Roads	63	65	65	66	67	66	66	69	69	9%
Performance District 3	Regional Roads	77	79	81	82	86	86	90	86	82	7%
	Local Roads	58	61	62	61	60	59	57	61	64	11%
	All Roads	64	67	68	68	68	67	67	69	70	9%
Performance District 4	Regional Roads	79	78	80	86	89	87	88	85	83	6%
	Local Roads	51	53	53	53	55	56	55	60	59	16%
	All Roads	61	62	62	65	67	67	67	69	68	11%
Performance District 5	Regional Roads	65	62	67	76	82	91	92	88	84	30%
	Local Roads	60	62	61	62	61	59	59	66	64	7%
	All Roads	62	62	63	67	68	70	71	73	71	15%



**Table 13: Modified Pavement Management Plan Scenario**  
 8-year report card for reaching target conditions of 70 and 50 for regional and local roads, respectively.

Pavement Condition Index (PCI) - Annual Report Card											
Facility Type		Estimated PCI									Percent Change 2022 to 2030
		2022	2023	2024	2025	2026	2027	2028	2029	2030	
City-wide	Regional Roads	74	75	77	81	83	86	88	86	84	13%
	Local Roads	56	57	56	55	54	53	53	56	56	0%
	All Roads	62	63	63	64	64	64	65	66	65	5%
Performance District 1	Regional Roads	69	77	79	81	85	85	86	86	83	20%
	Local Roads	57	60	58	56	54	53	53	58	57	0%
	All Roads	61	65	65	64	65	63	64	67	65	7%
Performance District 2	Regional Roads	80	80	82	84	88	87	87	84	84	5%
	Local Roads	53	52	52	51	51	50	50	52	52	-1%
	All Roads	63	62	63	63	64	63	63	63	63	1%
Performance District 3	Regional Roads	77	79	80	82	82	85	90	87	83	7%
	Local Roads	58	59	60	59	57	56	54	57	60	3%
	All Roads	64	65	66	66	65	65	65	66	67	4%
Performance District 4	Regional Roads	79	77	80	84	87	87	88	86	84	6%
	Local Roads	51	50	49	49	50	51	50	52	52	2%
	All Roads	61	60	60	62	63	64	63	64	63	3%
Performance District 5	Regional Roads	65	62	64	74	75	87	93	89	85	32%
	Local Roads	60	61	60	59	57	56	56	61	59	-1%
	All Roads	62	62	61	64	64	66	68	71	68	10%

Table 14: 28-year report card for current revenue levels.

Pavement Condition Index (PCI) - Annual Report Card												
Facility Type		Estimated PCI										Percent Change 2022 to 2050
		2022	2025	2028	2031	2034	2037	2040	2043	2046	2050	
City-wide	Regional Roads	74	69	66	62	59	56	52	48	46	43	-41%
	Local Roads	56	45	39	35	33	31	31	30	29	28	-50%
	All Roads	62	53	48	44	42	40	38	36	35	33	-47%
Performance District 1	Regional Roads	69	64	66	66	64	60	55	51	50	48	-30%
	Local Roads	57	46	39	35	33	32	31	31	30	30	-48%
	All Roads	61	52	48	45	43	41	39	37	37	36	-41%
Performance District 2	Regional Roads	80	77	76	72	69	67	64	59	56	54	-33%
	Local Roads	53	43	37	34	32	31	30	29	29	27	-48%
	All Roads	63	55	51	47	45	44	42	40	38	37	-42%
Performance District 3	Regional Roads	77	70	66	61	58	54	50	46	43	41	-47%
	Local Roads	58	49	43	37	34	31	30	29	28	26	-55%
	All Roads	64	56	50	45	41	38	36	34	33	31	-52%
Performance District 4	Regional Roads	79	71	65	61	57	53	50	45	42	39	-50%
	Local Roads	51	42	37	34	32	31	30	29	29	28	-46%
	All Roads	61	52	47	43	41	39	37	35	33	32	-48%
Performance District 5	Regional Roads	65	60	58	52	48	46	41	41	38	35	-46%
	Local Roads	60	48	41	36	34	32	31	31	30	29	-52%
	All Roads	62	52	47	42	39	37	35	34	33	31	-50%

Table 15: 28-year report card for current revenue levels increased by 100 percent.

Pavement Condition Index (PCI) - Annual Report Card												
Facility Type		Estimated PCI										Percent Change 2022 to 2050
		2022	2025	2028	2031	2034	2037	2040	2043	2046	2050	
City-wide	Regional Roads	74	73	73	73	72	71	68	65	62	58	-21%
	Local Roads	56	46	40	35	33	32	31	30	29	28	-50%
	All Roads	62	55	51	48	46	45	43	42	40	38	-38%
Performance District 1	Regional Roads	69	74	73	74	76	70	71	66	66	66	-4%
	Local Roads	57	46	39	35	33	32	31	31	30	29	-48%
	All Roads	61	55	50	48	47	45	45	43	42	42	-32%
Performance District 2	Regional Roads	80	79	81	80	78	77	73	70	69	71	-12%
	Local Roads	53	43	38	34	32	31	31	30	29	28	-48%
	All Roads	63	56	53	50	48	47	46	44	43	43	-32%
Performance District 3	Regional Roads	77	75	75	72	71	74	69	65	64	57	-26%
	Local Roads	58	49	43	38	34	32	30	29	29	27	-54%
	All Roads	64	57	53	48	45	45	42	40	39	36	-43%
Performance District 4	Regional Roads	79	74	72	72	68	69	68	61	56	51	-35%
	Local Roads	51	42	37	34	32	31	30	29	29	28	-45%
	All Roads	61	53	49	47	45	44	43	40	38	36	-41%
Performance District 5	Regional Roads	65	63	65	68	65	65	58	60	55	48	-27%
	Local Roads	60	48	41	37	34	32	32	31	30	29	-51%
	All Roads	62	53	49	47	45	44	41	41	39	36	-42%

Table 16: 28-year report card for maintaining current conditions.

Pavement Condition Index (PCI) - Annual Report Card												
Facility Type		Estimated PCI										Percent Change 2022 to 2050
		2022	2025	2028	2031	2034	2037	2040	2043	2046	2050	
City-wide	Regional Roads	74	83	88	79	79	78	80	78	76	74	0%
	Local Roads	56	56	55	60	60	63	61	61	58	56	0%
	All Roads	62	65	66	66	66	68	67	67	64	62	0%
Performance District 1	Regional Roads	69	83	85	78	81	75	79	81	75	81	18%
	Local Roads	57	58	56	62	61	63	60	61	58	57	0%
	All Roads	61	67	66	67	68	67	66	68	64	65	7%
Performance District 2	Regional Roads	80	86	86	79	80	81	80	77	80	76	-5%
	Local Roads	53	52	53	57	59	63	63	61	59	57	7%
	All Roads	63	64	65	65	67	69	69	67	66	63	1%
Performance District 3	Regional Roads	77	82	90	79	80	83	78	79	79	71	-8%
	Local Roads	58	60	56	62	60	63	59	59	56	54	-7%
	All Roads	64	67	66	67	66	69	65	65	63	59	-7%
Performance District 4	Regional Roads	79	86	88	80	76	74	82	77	72	70	-12%
	Local Roads	51	51	54	56	58	61	62	60	59	55	8%
	All Roads	61	63	65	64	64	65	69	66	63	60	-1%
Performance District 5	Regional Roads	65	76	92	80	76	80	80	78	76	71	9%
	Local Roads	60	61	59	63	62	65	61	62	58	57	-5%
	All Roads	62	66	70	69	67	70	67	67	64	62	0%

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

Pavement Condition Index (PCI) - Annual Report Card												
Facility Type		Estimated PCI										Percent Change 2022 to 2050
		2022	2025	2028	2031	2034	2037	2040	2043	2046	2050	
City-wide	Regional Roads	74	83	88	79	79	79	81	79	77	75	1%
	Local Roads	56	58	57	63	62	67	66	70	69	70	25%
	All Roads	62	67	67	68	68	71	71	73	72	72	16%
Performance District 1	Regional Roads	69	84	85	78	81	77	80	83	77	82	19%
	Local Roads	57	60	57	65	61	66	64	68	66	70	24%
	All Roads	61	68	66	69	68	70	69	73	70	74	22%
Performance District 2	Regional Roads	80	87	86	79	79	81	80	78	81	77	-3%
	Local Roads	53	55	55	61	63	68	68	71	70	70	33%
	All Roads	63	66	66	67	69	73	72	73	74	73	16%
Performance District 3	Regional Roads	77	82	90	79	80	82	80	80	80	73	-5%
	Local Roads	58	61	57	64	61	67	64	69	70	70	20%
	All Roads	64	68	67	69	67	71	68	72	73	71	11%
Performance District 4	Regional Roads	79	86	88	80	77	75	83	78	73	70	-12%
	Local Roads	51	53	55	59	62	67	71	72	72	71	39%
	All Roads	61	65	67	66	67	70	75	74	73	71	16%
Performance District 5	Regional Roads	65	76	92	80	76	81	81	79	77	72	10%
	Local Roads	60	62	59	65	63	68	65	70	67	69	16%
	All Roads	62	67	71	70	68	72	70	73	70	70	13%

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

Pavement Condition Index (PCI) - Annual Report Card												
Facility Type		Estimated PCI										Percent Change 2022 to 2050
		2022	2025	2028	2031	2034	2037	2040	2043	2046	2050	
City-wide	Regional Roads	74	81	88	80	78	77	76	74	73	70	-5%
	Local Roads	56	55	53	56	55	57	55	55	52	50	-11%
	All Roads	62	64	65	64	63	64	62	61	59	57	-8%
Performance District 1	Regional Roads	69	81	86	78	81	75	75	79	73	77	12%
	Local Roads	57	56	53	58	56	59	57	57	54	53	-7%
	All Roads	61	64	64	65	64	65	63	65	60	61	0%
Performance District 2	Regional Roads	80	84	87	80	79	81	78	75	79	74	-7%
	Local Roads	53	51	50	52	53	55	53	52	49	48	-10%
	All Roads	63	63	63	62	62	64	62	60	60	57	-9%
Performance District 3	Regional Roads	77	82	90	79	79	80	75	75	73	69	-11%
	Local Roads	58	59	54	60	58	59	55	55	52	50	-14%
	All Roads	64	66	65	66	64	66	61	61	58	56	-13%
Performance District 4	Regional Roads	79	84	88	80	74	71	77	72	67	64	-19%
	Local Roads	51	49	50	52	53	53	54	52	51	48	-6%
	All Roads	61	62	63	62	60	59	62	59	57	54	-12%
Performance District 5	Regional Roads	65	74	93	81	77	77	75	73	71	66	1%
	Local Roads	60	59	56	59	57	59	56	57	53	52	-14%
	All Roads	62	64	68	67	64	65	62	62	59	57	-9%

As illustrated in Figure 14 and tables 9 through 14, the current revenue level scenario shows a decline in network condition over the analysis period, starting at a PCI of 62 and declining to a PCI of 46 in 8 years and a PCI of 33 in 28 years. Regional roads will have a slightly lower deterioration rate than local roads over the first 8 years primarily due to their higher priority; however, they will still decline considerably throughout the analysis period. This rate of decline would indicate that in a few years more and more roadway segments in the City’s network will require rehabilitation work, and the agency will struggle to maintain roads in acceptable condition. This signifies that the current annual budget is insufficient to maintain network conditions given current treatment assumptions and funding. Increasing the revenue 100 percent has a relatively small impact over the entire network; a 100 percent budget increase will increase the overall network PCI 5 points at the end of the analysis period when compared to the current budget.

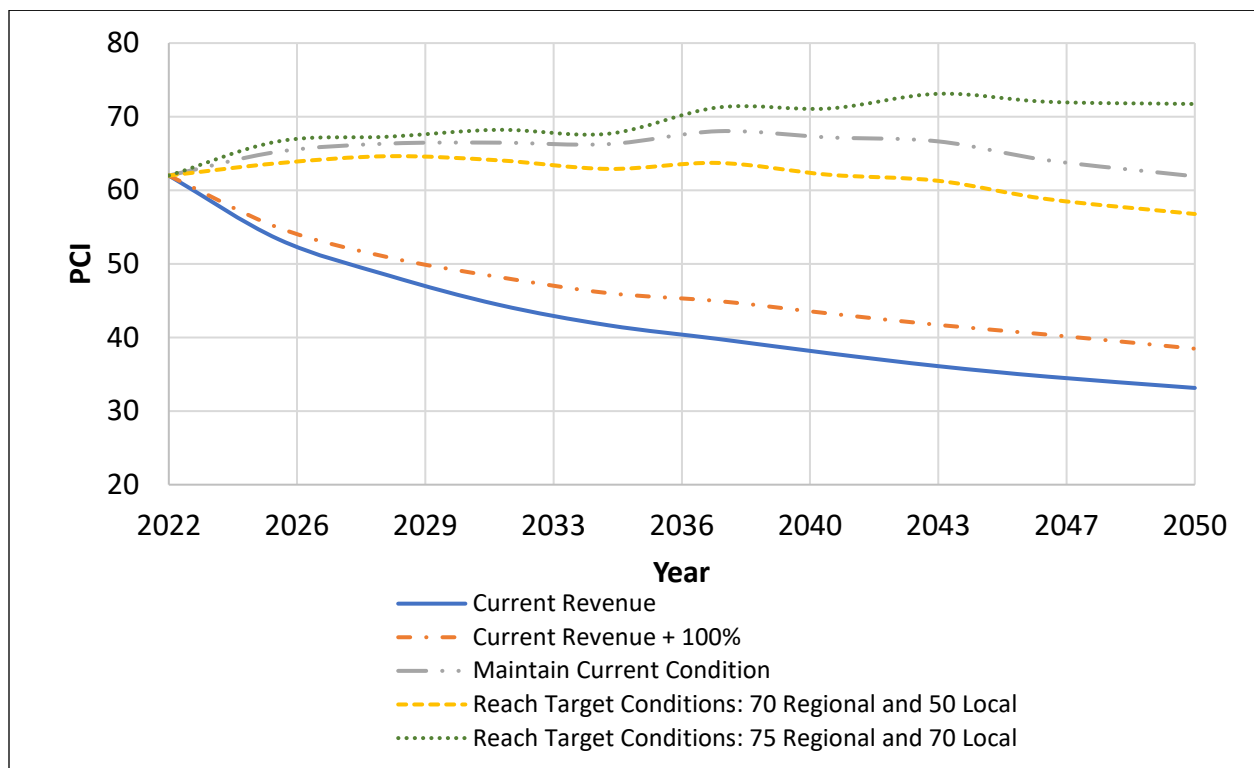


Figure 14: Chart of PCI over time for analyzed budget scenarios.

Figure 15 shows the average annual budgets for every scenario. The difference between the current annual revenue and the annual budget required to maintain the network in its current condition is approximately \$21.09 million.

The difference between the current annual revenue and the annual budget required to meet the City’s approved Pavement Management Plan pavement condition targets (75 for regional roads and 70 for local roads) is \$25.43 million.

The difference between the current annual revenue and the annual budget required to meet the proposed modified pavement condition targets (70 for regional roads and 50 for local roads) is \$17.90 million.

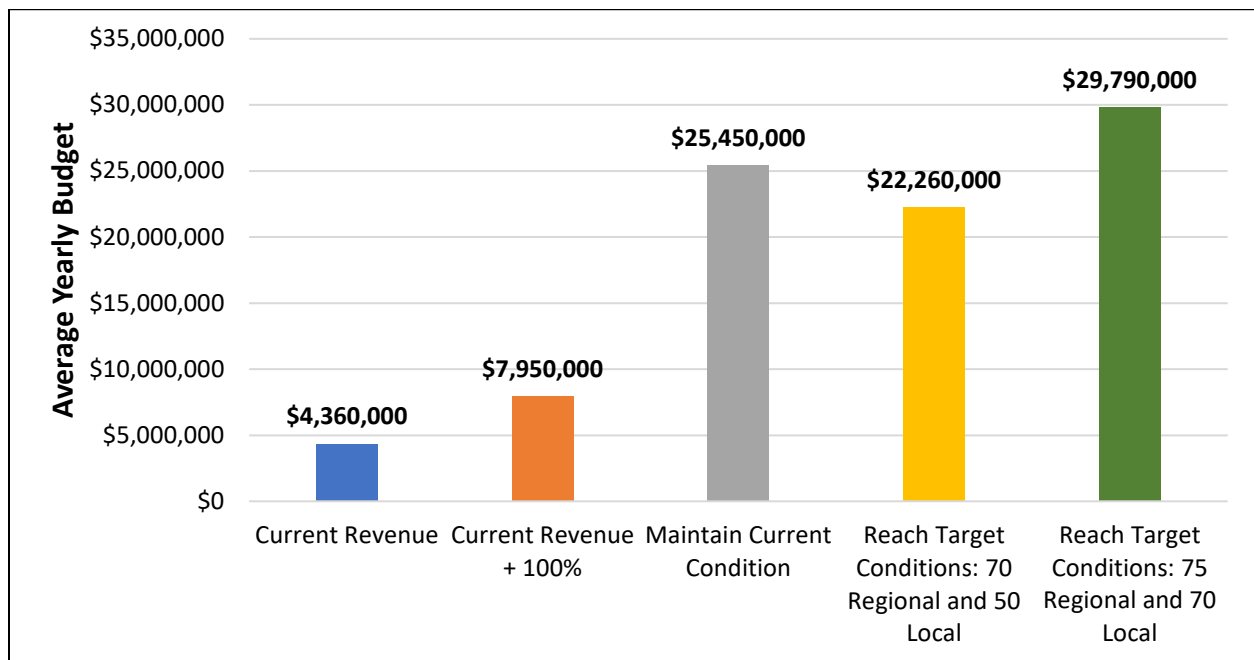


Figure 15: Average annual budget per scenario.

If the current revenue is not considerably increased, the agency will face a network in Poor condition within 8 years and a Very Poor network in 28 years. Figures 16 through 21 show the forecasted condition categories by percentage of network area for the overall network, regional roads, and local roads for 2030 and 2050 respectively.



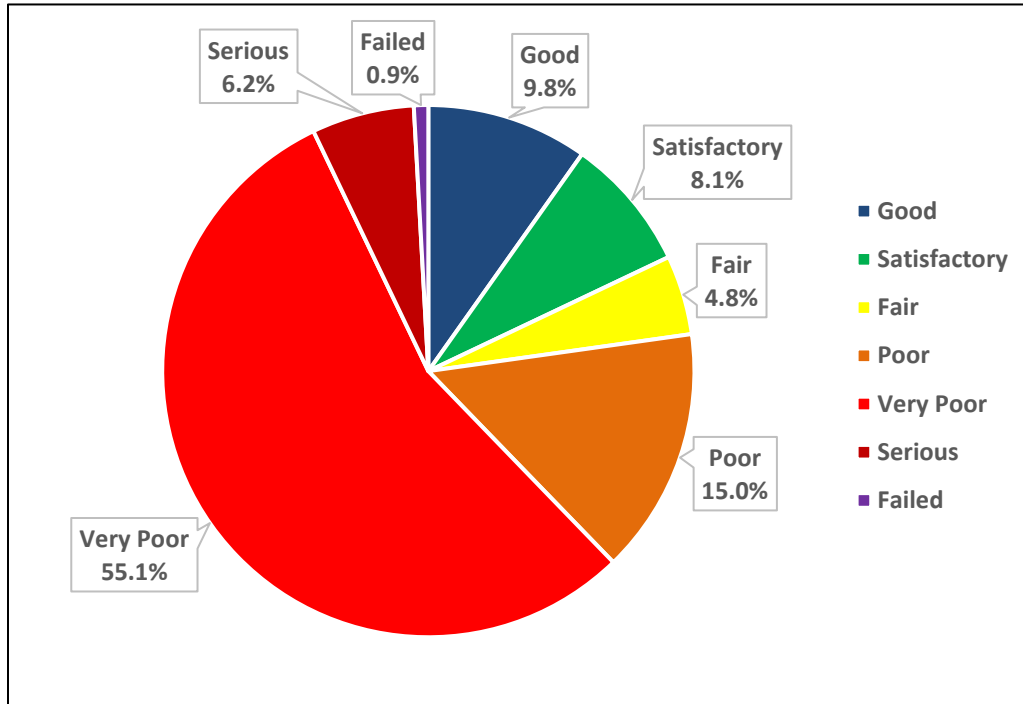


Figure 16. Forecasted Network distribution of pavement area by condition category in 2030.

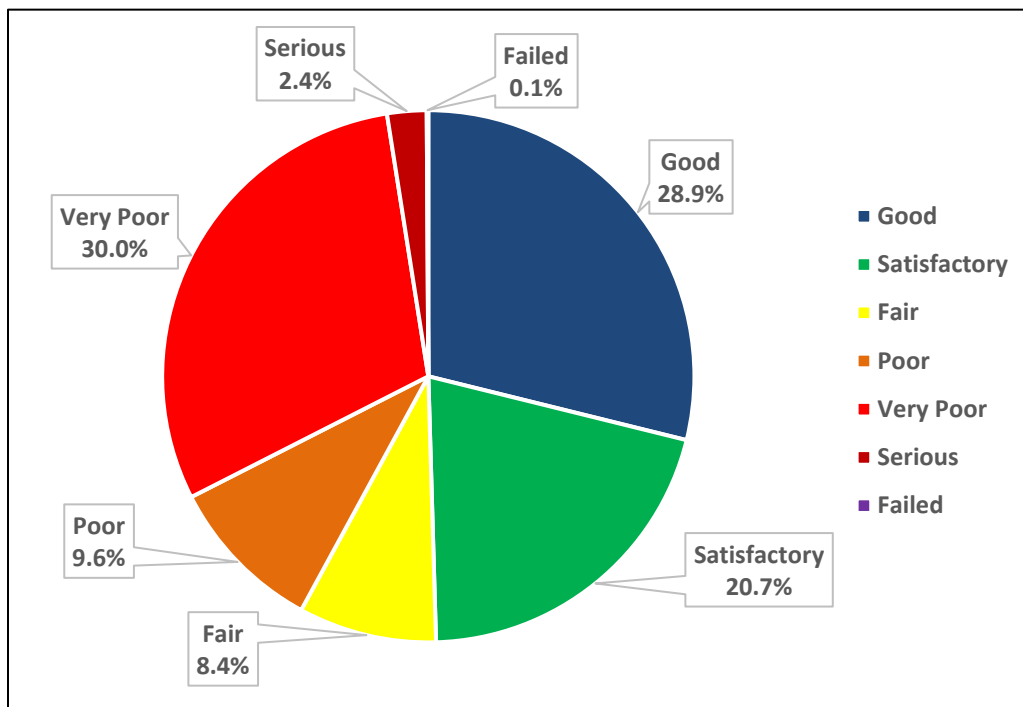


Figure 17. Forecasted Regional Roads distribution of pavement area by condition category in 2030.

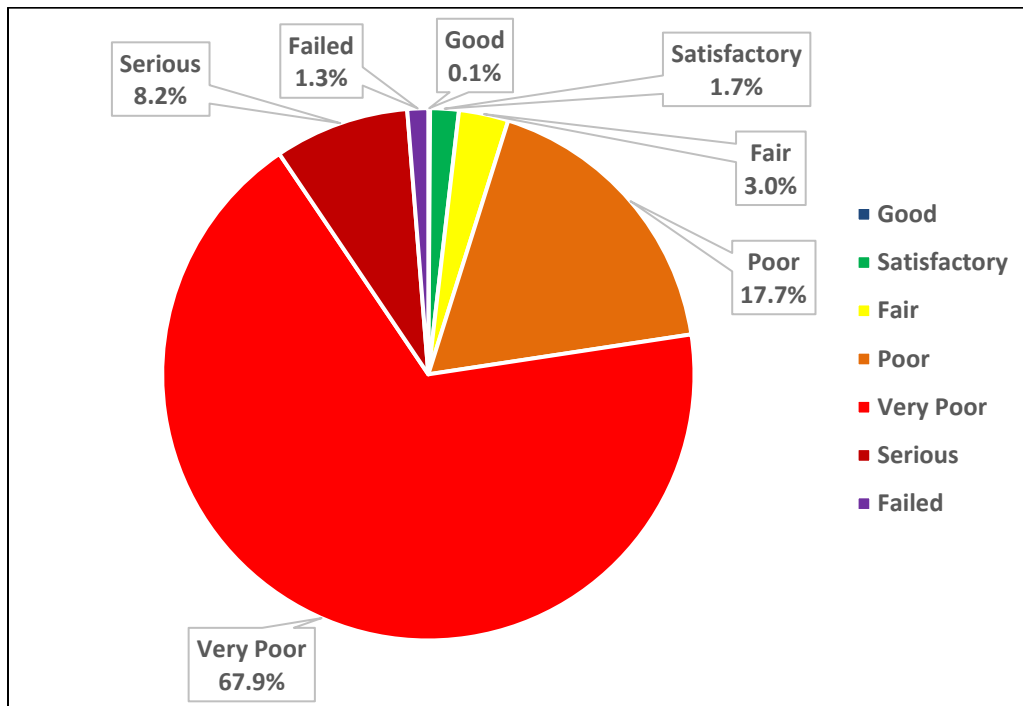


Figure 18. Forecasted Local Roads distribution of pavement area by condition category in 2030.

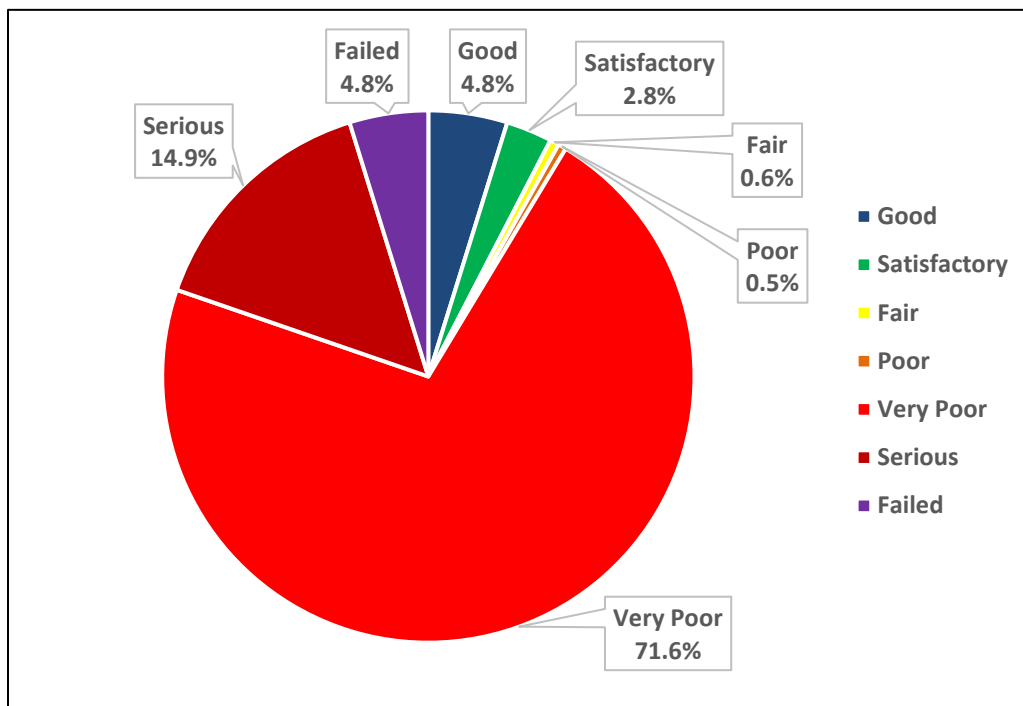


Figure 19. Forecasted Network distribution of pavement area by condition category in 2050.

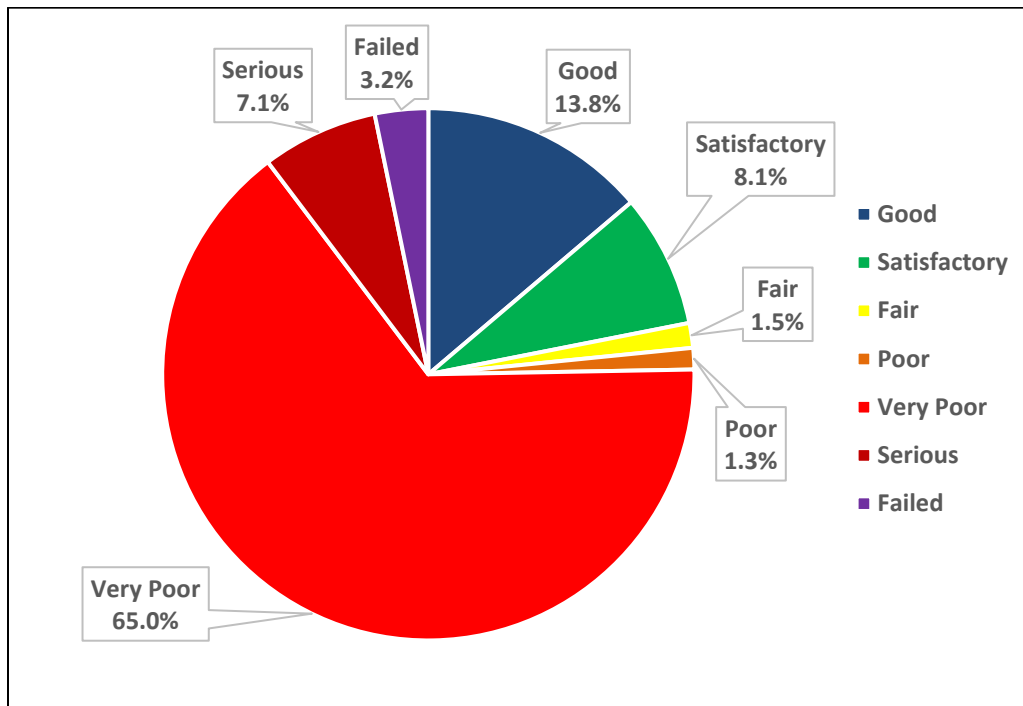


Figure 20. Forecasted Regional Roads distribution of pavement area by condition category in 2050.

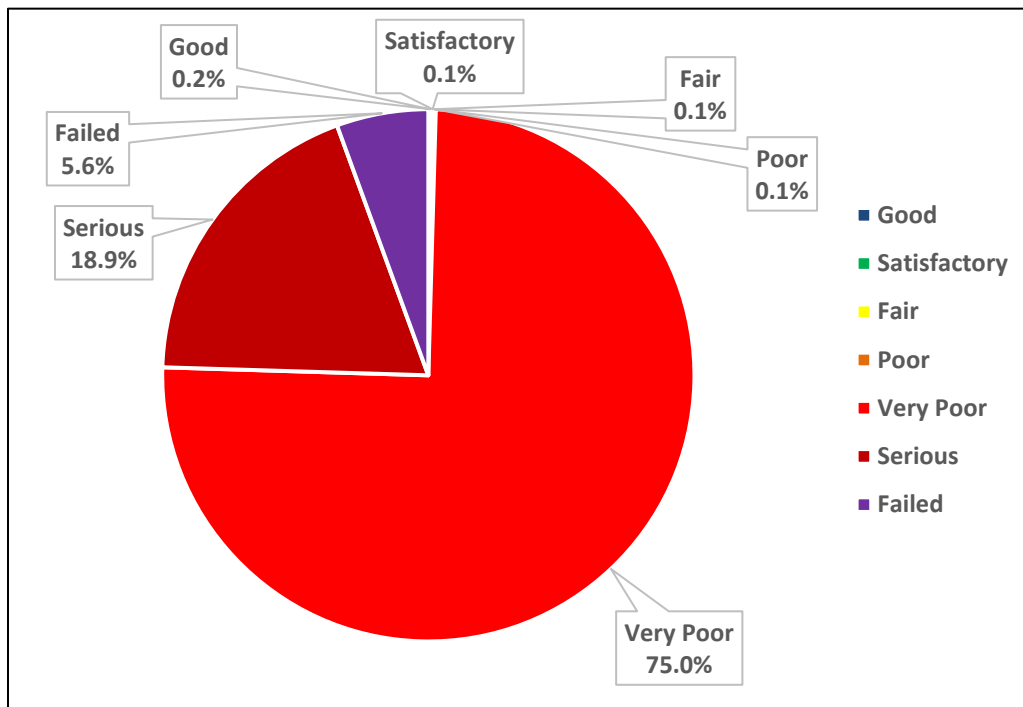


Figure 21. Forecasted Local Roads distribution of pavement area by condition category in 2050.

## SUMMARY AND CONCLUSIONS

Carson City Public Works asked APTEch to update the configuration of their PAVER pavement management system, document the condition of the City's road network based on the 2021 data collection effort, and analyze a number of maintenance and rehabilitation scenarios. The goal was to provide Carson City Public Works with a condition forecast based on their existing budget and approved [Pavement Management Plan](#).

The 2022 area-weighted average network PCI is 62, placing the network average in the Fair condition category. The following summarizes the findings from analyzing the PCI data and M&R planning scenarios:

- At the current revenue of approximately \$4.36 Million per year, the overall area-weighted average of the network would be a 46 by 2030 and 33 by 2050.
- Increasing the current revenue by 100 percent would have a relatively small impact on the overall condition of the network. At this budget level the PCI for the network would reach a 49 by 2030 and a 38 by 2050.
- The required annual funding to maintain the current PCI of 62 for the next 28 years is \$25.45 Million. Due to current conditions and the network size, the cost to maintain the network at this level is fairly high due to substantial M&R work needs.
- Budget projections to achieve the targets of 75 for regional roads and 70 for local roads, approved in the [Pavement Management Plan](#) was performed. To achieve these area-weighted averages, the agency would require an annual budget of \$29.79 Million dollars.
- Budget projections to achieve a Modified Pavement Management Plan more in line with the City's current practice of roadway prioritization with PCIs of 70 for regional roads and 50 for local roads was performed. To achieve these area-weighted averages, the agency would require an annual budget of \$22.26 Million dollars.
- The condition of the City roadway network has reached the point that the rate of decline is greater than current funding levels or even funding with reasonable increases can sustain. If the City desires to overcome the declining trend it will need to seek alternative funding mechanisms to significantly increase its investment in road M&R. It is recommended that the results of this analysis be used to demonstrate to decision makers the condition of the roadway network, and the impact of decisions that do not address the needs.
- It is also recommended that while planning for M&R work the City maintains their use of preservation treatments such as crack sealing, patching, and surface treatments, to preserve the roads currently in good condition. This will prevent them from declining in condition and adding additional requirements for expensive M&R work.



## STAFF REPORT

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

**Meeting Date:** November 9, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a determination that Herback General Engineering, LLC (“Herback”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 for the Colorado Street Corridor Project (“Project”) to make improvements to Colorado Street between S. Carson Street and Saliman Road and to award Contract No. 21300216 for the Project to Herback for a total not to exceed amount of \$4,054,674.42.

**Staff Summary:** This contract is for all labor, materials, tools, and equipment necessary for the Project improvements including concrete sidewalk and curb ramp upgrades, as well as pavement reconstruction. The not to exceed amount of \$4,054,674.42 includes the base bid amount of \$3,686,067.65, plus a 10% contingency amount of \$368,606.77. The engineer’s estimate was \$3,500,000.00 for the base bid.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### Proposed Motion

I move to award the contract as presented.

### Background/Issues & Analysis

The Project includes pavement rehabilitation on Colorado Street between S. Carson Street and Saliman Road. This section of road serves approximately 2,900 vehicles per day and is in poor condition (Pavement Condition Index of 54). Colorado Street is located in Performance District 4, as provided in the approved 2019-2023 Pavement Management Plan.

Four bids were opened at approximately 11:30 a.m. on October 24, 2022, via online Cisco Webex bid opening. Present during the bid opening were: Kate Allen, Jeff Freeman, Dan Stucky and Brian Elder, Carson City Public Works; Sierra Nevada Construction; Leslie Skinner, Spanish Springs Construction, Inc.; Kurt Matzoll, Aspen Developers Corp.; Jessica Moomey, Herback; and Carol Akers, Carson City Purchasing and Contracts Administrator.

<b>Contractor</b>	<b>Bid Amount</b>
Herback	\$3,686,067.65
Sierra Nevada Construction, Inc.	\$3,968,007.00
Aspen Developers Corp.	\$4,247,000.00
Spanish Springs Construction, Inc.	\$4,749,358.00

Staff recommends award to Herback as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Project #P303521001, Community Development Block Grant (CDBG) fund, Capital Improvements account / 2750620-507010, V&T Infrastructure fund, Capital Improvements account / 2535005-507010, Water fund, Capital Improvements account / 5203505-507010, and Redevelopment fund, Capital Improvements account / 6037510-507010.

Is it currently budgeted?  Yes  No

Explanation of fiscal impact: If approved, the Water Utility fund, Capital Improvements account / 5203505-507010 current budgeted amount of \$1,182,697 is available, if approved, during first round of augmentations the City will move \$640,240 from Undesignated in FY 2022, so total available budget will be 1,822,937 in FY 2023, which will be reduced by \$1,705,797. The CDBG fund, Capital Improvements account / 2750620-507010 current budgeted amount of \$575,105 will be reduced by \$508,673. The V&T Infrastructure fund, Capital Improvements account / 2535005-507010 current budgeted amount of \$1,669,059 will be reduced by \$1,510,204.42 and the Redevelopment Capital Improvements account / 6037510-507010 budgeted amount of \$330,000 will be reduced by \$330,000.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Draft Contract No. 21300216

-Exhibit-2: Contract No. 21300216 Bid Tabulation Report

**Board Action Taken:**

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300216**

**Title: Colorado Street CDBG Pavement Rehabilitation Project**

THIS CONTRACT made and entered into this 9<sup>th</sup> day of November 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Herback General Engineering, LLC, hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

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

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

**WHEREAS, CONTRACTOR’S** compensation under this agreement (does X) (does not   ) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 23300216**, titled **Colorado Street CDBG Pavement Rehabilitation** (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 and all required documents are received and signed by all parties.

**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. 23300216** including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete **WORK**. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the Carson City Website <https://www.carson.org/bids>.

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Greg Herback, Owner/Managing Member  
Herback General Engineering LLC  
2531 Nowlin Road  
Minden, NV 89423  
775-267-6800  
[HGE@herback.net](mailto:HGE@herback.net)

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](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Million Six Hundred Eighty Six Thousand Sixty Seven Dollars and 65/100 (\$3,686,067.65).



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300216

Title: Colorado Street CDBG Pavement Rehabilitation Project

(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.

8.2 If the CITY was required by NRS 332.065(4) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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(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 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

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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.

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**.

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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.

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.



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

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

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

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

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

## 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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

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

### 16. **BUSINESS LICENSE:**

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

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

### 17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

### 18. **WAIVER OF BREACH:**

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

### 19. **SEVERABILITY:**

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

### 20. **ASSIGNMENT / DELEGATION:**

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

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

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

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

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

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

### 22. **PUBLIC RECORDS:**

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

### 23. **CONFIDENTIALITY:**

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

### 24. **FEDERAL FUNDING:**

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

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

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

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

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

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

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U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 25. LOBBYING:

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

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

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

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

### 26. GENERAL WARRANTY:

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

### 27. PROPER AUTHORITY:

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

### 28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

### 29. GOVERNING LAW / JURISDICTION:

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

### 30. ENTIRE CONTRACT AND MODIFICATION:

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

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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.

**CARSON CITY**

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

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

Dated \_\_\_\_\_

**Contract# 23300216**

**Project# P303521001**

**Accounts:**

- 2503035-507010 = \$741,292
- 2750620-507010 = \$508,673
- 2535005-507010 = \$550,305.65
- 5203505-507010 = \$1,555,797
- 6037510-507010 = \$330,000

**PROJECT CONTACT PERSON:**

\_\_\_\_\_, Project Manager  
Telephone:

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300216**

**Title: Colorado Street CDBG Pavement Rehabilitation Project**

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

**CONTRACTOR**

**BY:** Greg Herback

**TITLE:** Owner/Managing Member

**FIRM:** Herback General Engineering, LLC

**CARSON CITY BUSINESS LICENSE #:** BL-006911

**NEVADA CONTRACTORS LICENSE #:** 0033090A

**Address:** 2531 Nowlin Road

**City:** Minden **State:** NV **Zip Code:** 89423

**Telephone:** 775-267-6800

**E-mail Address:** [HGE@herback.net](mailto:HGE@herback.net)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300216**

**Title: Colorado Street CDBG Pavement Rehabilitation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of November 9, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300216** and titled **Colorado Street CDBG Pavement Rehabilitation Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 9<sup>th</sup> day of November 2022

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 9<sup>th</sup> day of November 2022.



# PERFORMANCE BOND

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

Bond #: \_\_\_\_\_

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 23300216** and titled **Colorado Street CDBG Pavement Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID# 23300216** and titled **Colorado Street CDBG Pavement Rehabilitation Project**

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

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## NOTICE:

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

# LABOR AND MATERIAL PAYMENT BOND

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# 23300216** and titled **Colorado Street CDBG Pavement Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 23300216** and titled **Colorado Street CDBG Pavement Rehabilitation Project**

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

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

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

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

**NOTICE:**

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

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Herback General Engineering LLC, 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 of bid dollars (\$ 5% of bid ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300216, PWP # CC-2023-038, for the Project Title: Colorado CDBG & Pavement Reconstruction Project.

NOW, THEREFORE,

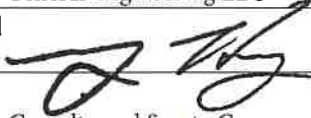
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents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

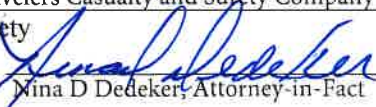
then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein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

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

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

Signed, Sealed and dated: October 19, 2022

Herback General Engineering LLC  
Principal  
By: 

Travelers Casualty and Surety Company of America  
Surety  
By:   
Nina D Dedeker, Attorney-in-Fact



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

**POWER OF ATTORNEY**

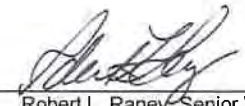
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **NINA D DEDEKER** of **RENO, Nevada**, their true and lawful Attorney(s)-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 **21st** day of **April, 2021**.



State of Connecticut

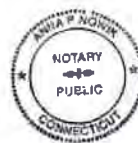
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 Oct, 2022



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## 23300216 (PWP# CC-2023-038) Addendum 3 Herback General Engineering Supplier Response

### Event Information

Number: 23300216 (PWP# CC-2023-038) Addendum 3  
 Title: Colorado CDBG & Pavement Reconstruction Project  
 Type: Invitation for Bid  
 Issue Date: 9/21/2022  
 Deadline: 10/24/2022 11:00 AM (PT)  
 Notes: **Bid# 23300216**  
           **Project # P303521001**  
           **PWP# CC-2023-038**

**Engineers Estimate: \$3,500,000.00**

### Horizontal Construction

#### Summary:

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the construction of the Colorado Street CDBG and Pavement Rehabilitation Project – **a Federally Funded Project**. The project consists of replacement of asphalt pavement, sidewalk, curb and gutter, driveway aprons, water main, storm drain catch basins, signage and related improvements. As this is a federally funded project, the federal provisions control if any City or State provisions conflict with the federal provisions. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

**Please note:** Due to the multiple funding sources in this project, there may be duplicate forms to fill out in the provided attachments. The City has worked with the other state/federal agencies to combine each required form package as much as possible. The provided attachments have been consolidated; please fill out all forms, including any form that may appear to be a duplicate.

## Contact Information

Exhibit A

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: [cakers@carson.org](mailto:cakers@carson.org)



## Herback General Engineering Information

Contact: Jessica Moomey  
 Address: 2531 Nowlin Road  
 Minden, NV 89423  
 Phone: (775) 301-0386  
 Email: jmoomey@herback.net

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

Jessica Moomey  
 Signature

jmoomey@herback.net  
 Email

Submitted at 10/24/2022 10:49:45 AM (PT)

## Requested Attachments

### Bid Bond Form

Executed Bid Bond.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### 1% Subcontractor Information

No response

Required 2 hours after bid opening. You can find this document under the "Attachments" Tab.  
 Email to cakars@carson.org

### 5% Subcontractors Information

5% Subcontractors Information.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### 23 USC Section 112(c) Affidavit

23 USC Section 112(c) Affidavit.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### 25 Million Over-Subcontractor Information

25 Million Over-Subcontractor Information.pdf

Only required if project over 25 million. Due 2 hours after bid opening.  
 Email to cakars@carson.org

### Certification of Auth & Understanding

Certification of Auth & Understanding.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### Certification Regarding Debarment

Certification Regarding Debarment.pdf

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

### Certified Payroll Information

Certified Payroll Information & Form.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### DBE Information

DBE Information.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### Debarment & Safety Form

Debarment & Safety Form.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### Equal Employment Opportunity Forms

Equal Employment Opportunity Herback.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

### List of Subcontractors & Suppliers Bidding

No response

Required Form-Due at 5pm after bid opening-Email to cakars@carson.org

## Lobbying Assurances

Lobbying Assurances Herback.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## MBE/HUD 2516

No response

This document is required at time of Award. You can find this document under the "Attachments" Tab.

## Prevailing Wages (State/Local)

No response

This document is required 24 hours after of bid opening. Provide current rates found at Labor.NV.org

## Required Clauses- Provision 31 U.S.C. A 3801 & Certification of Compliance with 49 U.S.C. A 3801 & Certification of Compliance with 49 U.S.C.

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

## Section 1352 of Title 31 Form

Section 1352 of Title 31 for Herback.pdf

This is required at bid submission. You can find this document under the "Attachments" Tab.

## Section 3-Certifications

Section3 - Certifications.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## Section 3-Estimated Workforce Breakdown

Section 3 Estimated Work Force Breakdown-CDBG.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## SF-LLL Disclosure of Lobbying

SF-LLL-Disclosure of Lobbying.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## UEI Number

HERBACK UEI Information.pdf

Contractor and all Subs must be registered through Sam.gov before executing contract.

## Wage Comparison Worksheet

Wage Comparison Worksheet.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## Vendor Information Form

Vendor Information 3.24.22.pdf

This document is required at time of bid opening. You can find this document under the "Attachments" Tab.

## Project Workforce Checklist

Project Workforce Checklist Herback.pdf

Required Form from GC and Sub-Contractors within 24 hours of bid opening.

## Section 3 Contractors Plan

Section 3 Contractors Plan.pdf

This document is required at time of bid. Template can be found under Attachments tab.

## Response Attachments

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### Carson City Business License EXP 12312022\_04-01-2022\_00-29-18.pdf

Carson City Business License

### Nevada State Contractors License EXP 06302024.pdf

Nevada State Contractors License

### Performance History.pdf

Performance History

### Certificate of Eligibility Exp 06302023.pdf

Certificate of Eligibility

### Nevada State Business License EXP 04302023.pdf

Nevada State Business License

<b>1</b>	<p><b>Contractor's License</b></p> <p>This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a <b>Class A</b> in connection with the award of the contract to him.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>2</b>	<p><b>Acknowledgement of Addendums</b></p> <p>List amount of addendums acknowledged</p> <div style="border: 1px solid black; padding: 2px;">3 Addenda</div>
<b>3</b>	<p><b>Acknowledgement of DBE Goal</b></p> <p>Job has a 6.0% DBE Goal</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>4</b>	<p><b>References:</b></p> <p>Submit <b>(In Response Attachments)</b> at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.</p> <p><b>Information to be included:</b></p> <ol style="list-style-type: none"> <li>1. Company Name</li> <li>2. Mailing Address</li> <li>2. Telephone Number</li> <li>4. E-Mail</li> <li>5. Project Title</li> <li>6. Amount of Contract</li> <li>7. Scope of Work</li> </ol> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>5</b>	<p><b>Substitutions</b></p> <p>No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.</p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>
<b>6</b>	<p><b>Prevailing Wages (State/Local)</b></p> <p>The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued.</p> <p><b>Email to: Cakers@carson.org</b></p> <p><input checked="" type="checkbox"/> Acknowledged (Acknowledged )</p>

**7 Prevailing Wage (Davis Bacon Act)**

Exhibit A

Acknowledgement of Davis Bacon Wages included in the "Attachment" Tab.  
These rates have been verified within the last 48 hours of bid opening.

Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

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

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

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

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

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

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

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

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

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

Acknowledged (Acknowledged )

## 9 Unique Entity ID (SAM.gov)

Exhibit A

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Acknowledged (Acknowledged )

## 10 Buy America Requirements

Contractor will download the **OMB-Memorandum-M-22-11-Clean Document** found under the Attachments Tab of this bid and include in EVERY contract pertaining to this project.

Acknowledged (Acknowledged )

## 11 FORMS REQUIRED

### Acknowledgement of Required Documents:

1. **1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening (**Email to Cakers@carson.org**)
2. **5%-Sub-Contractor Information**-Due at Bid Submission
3. **25 Million-Sub-Contractor Information**-Due 2 hours of bid opening ONLY if project is over 25 million (**Email to Cakers@carson.org**)
4. **Additional Contract Provisions DBE CFR26.5-Information Required**-Required to be in all Sub-Contractor contracts
5. **Affidavit Under 23 USC Section 112(c)**-Due from General at Bid Submission/Sub Contractors Award
6. **Appendix A&E-Information Required**-Required to be in all Sub-Contractor contracts
7. **Authorization of Deductions**-Due First Week of Work
8. **Bid Bond**-Due at Bid Submission
9. **Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work
10. **Certification Regarding Debarment**-Due at time of Bid Submission
11. **Certified Payroll Information & Form**-Due at time of Bid Submission
12. **Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work
13. **DBE Information**-Due from General at Bid Submission/Sub-Contractors (if applicable) at Award
14. **Debarment & Safety Form**-Due at Bid Submission
15. **Election of Work Week**-Due First Week of Work
16. **EO 11246 & Additional Contract Provisions**-Information Required-Required in all Sub-Contractor contracts
17. **Equal Employment Opportunity Forms**-Due at time of Bid Submission
18. **FHWA 1273(7.5.22)**-Information Required-Required in all Sub-Contractor contracts
19. **FHWA Form 1391**-Due first week of August if work performed in July
20. **HUD 2516-Contracts & Subcontracts Activity**-Due at time of Award
21. **List of Subcontractors & Suppliers Bidding**-Due 5:00p.m. after bid opening (**Email to Cakers@carson.org**)
22. **Lobbying Assurances**-Due at time of Bid Submission
23. **Material of Origin**-To be submitted with any Submittal containing Iron and/or Steel per Buy America requirements
24. **Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening (**Email to Cakers@carson.org**)
25. **Prevailing Wage Determination (Federal)**-Document Required in all Contracts
26. **Project Workforce Checklist**-Due from **Lowest Bid**-General Contractor & Sub-Contractors 24 hours from bid opening (**Email to Cakers@carson.org**)
27. **OMB-Memorandum-M-22-11-Clean-Buy America**-Required Document to be included in all Sub-Contractor contracts
28. **Rate of Pay**-Due first week of work

- Exhibit A
- 29. Required Clauses-Buy America Provision 31 U.S.C A 3801 & Certification Of Compliance with 49 U.S.C.-**Due at time of Bid Submission
  - 30. Section 1352 Title 32 Form-**Due from General at Bid Submission/Sub contractors at preconstruction meeting
  - 31. Section 3-Certifications-**Due at time of Bid Submission
  - 32. Section 3-Clauses-**Required in all contracts
  - 33. Section 3-Estimated Workforce Breakdown-**Due at time of Bid Submission
  - 34. Section 3 Labor Hour Breakdown-**Due prior to completion of project
  - 35. Section 3-Permanent Work Force Form-**Due prior to pre-construction meeting
  - 36. Section 3 Provisions-**Required Documentation-to be included in all contracts
  - 37. Section 3 Contractors Plan-**Required Document due at time of bid submission
  - 38. SF-LLL-Disclosure of Lobbying Activities-**Due from General at Bid Submission/Sub-Contractors-Award
  - 39. Sub-Contractor Monthly Payment Form-**Due with each pay application submitted
  - 40. Supplemental Conditions 1,2,3,7,8 & 9-Required Information-**Required to be included in all Sub-Contractor contracts
  - 41. Supplemental NDOT LPA Requirements-**Document contains language that MUST be included in all Sub-Contractor contracts
  - 42. UEI ID Sam.gov-**Required Information-Provide proof of current registration, or acknowledgement that registration will be completed for contract.
  - 43. Vendor Information-**Due at Bid Submission
  - 44. Wage Comparison Worksheet-**Due from General at Bid Submission/Sub-Contractors-Award

Acknowledged (Acknowledged )

**1 Section 3**

**2** All contractors and subcontractors shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

Acknowledged (Acknowledged )

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**Postings & Notices**

**POSTINGS AND NOTICES**

\*\*\*SEE SPECIAL CONDITONS FOR JOBSITE POSTER REQUIREMENTS\*\*\*

**Notices and posters are to be placed in:**

- areas readily accessible to the public and employees (per 23 CFR 230.121);
- on the site of the public work in a place generally visible to the workmen (per NRS 338.020);
- shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);

and

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

**Required Postings:**

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: [https://labor.nv.gov/Employer/Employer\\_Posters](https://labor.nv.gov/Employer/Employer_Posters)
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

Acknowledged (Acknowledged )

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**Acknowledgement & Execution of Bid Proposal**

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**Bid Lines**

1

**Package Header**



Schedule A: Base Bid Items

Exhibit A

Quantity:   1   UOM:  EA  Total: \$3,686,067.65

**Package Items**

**1.1 Mobilization/Demobilization**

Quantity:   1   UOM:  LS  Unit Price: \$180,000.00 Total: \$180,000.00

**1.2 Traffic Control**

Quantity:   1   UOM:  LS  Unit Price: \$272,130.00 Total: \$272,130.00

**1.3 Stormwater Pollution Prevention**

Quantity:   1   UOM:  LS  Unit Price: \$61,160.00 Total: \$61,160.00

**1.4 Surveying and Record Drawings**

Quantity:   1   UOM:  LS  Unit Price: \$21,520.00 Total: \$21,520.00

**1.5 Pulverize Existing AC Pavement and Base Material (9" Depth)**

Quantity: 5446 UOM:  SF  Unit Price: \$1.25 Total: \$6,807.50

**1.6 Pulverize Existing AC Pavement and Base Material (10" Depth)**

Quantity: 191608 UOM:  SF  Unit Price: \$0.85 Total: \$162,866.80

**1.7 Remove PCC Sidewalk/Curb Ramp**

Quantity: 4740 UOM:  SF  Unit Price: \$2.95 Total: \$13,983.00

**1.8 Remove PCC Driveway**

Quantity: 975 UOM:  SF  Unit Price: \$2.95 Total: \$2,876.25

**1.9 Remove PCC Curb & Gutter**

Quantity: 1076 UOM:  LF  Unit Price: \$7.15 Total: \$7,693.40

**1.10 Remove PCC Spandrel/Valley Gutter**

Quantity: 823 UOM:  SF  Unit Price: \$2.95 Total: \$2,427.85

**1.11 Remove Water Meter Box and Cover**

Quantity:  18  UOM:  EA  Unit Price: \$175.00 Total: \$3,150.00

**1.12 Remove Fire Hydrant Assembly**

Quantity:   4   UOM:  EA  Unit Price: \$688.00 Total: \$2,752.00

**1.13 Remove Catch Basin**

Quantity:  10  UOM:  EA  Unit Price: \$874.00 Total: \$8,740.00

**1.14 Remove and Salvage Delineators**

Quantity:   3   UOM:  EA  Unit Price: \$37.50 Total: \$112.50

**1.15 Remove and Salvage/Return Sign Panel Only to City**

Quantity:   2   UOM:  EA  Unit Price: \$37.50 Total: \$75.00

**1.16 Remove and Salvage/Return Sign and Post to City**

Quantity:   2   UOM:  EA  Unit Price: \$110.00 Total: \$220.00

**1.17 Remove and Salvage/Return Fence and Posts to Homeowner**

Quantity:  39  UOM:  LF  Unit Price: \$6.80 Total: \$265.20

**1.18 Remove and Salvage/Return Wood Curb to Homeowner**Quantity: 50 UOM: LF Unit Price:  Total: **1.19 Remove and Replace Keystone Wall**Quantity: 26 UOM: LF Unit Price:  Total: **1.20 Remove and Relocate Water Meter**Quantity: 3 UOM: EA Unit Price:  Total: **1.21 Remove and Relocate Mailbox**Quantity: 3 UOM: EA Unit Price:  Total: **1.22 Remove and Relocate Fence and Posts**Quantity: 87 UOM: LF Unit Price:  Total: **1.23 Remove and Relocated Sign and Post**Quantity: 14 UOM: EA Unit Price:  Total: **1.24 Adjust Manhole Frame and Cover to Finish Grade**Quantity: 17 UOM: EA Unit Price:  Total: **1.25 Adjust Water Valve Box and Lid to Finish Grade**Quantity: 8 UOM: EA Unit Price:  Total: **1.26 Adjust Sprinkler Irrigation**Quantity: 1 UOM: LS Unit Price:  Total: **1.27 Tree Protection and Root Mitigation**Quantity: 1 UOM: LS Unit Price:  Total: **1.28 Landscape Removal/Trimming/Restoration**Quantity: 1 UOM: LS Unit Price:  Total: **1.29 Protection/Re-Establishment of Survey Control Monuments**Quantity: 1 UOM: LS Unit Price:  Total: **1.30 Obliterate Existing Striping/Pavement Legend**Quantity: 1 UOM: LS Unit Price:  Total: **1.31 Install 8" PVC Water Main**Quantity: 3116 UOM: LF Unit Price:  Total: **1.32 Install 8" Gate Valve**Quantity: 27 UOM: EA Unit Price:  Total: **1.33 Install 8" Blind Flange**Quantity: 11 UOM: EA Unit Price:  Total: **1.34 Install 6" PVC Water Main**Quantity: 129 UOM: LF Unit Price:  Total: **1.35 Install 6" Gate Valve**Quantity: 11 UOM: EA Unit Price:  Total: **1.36 Install Line Location Box**Quantity: 14 UOM: EA Unit Price:  Total:

<b>1.37</b>	Install 1" Water Service w/ 1" Single Meter Set	Quantity: <u>34</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,310.00"/>	Total: <input type="text" value="\$112,540.00"/>
<b>1.38</b>	Install 2" Water Service w/ 1" Dual Meter Set	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,595.00"/>	Total: <input type="text" value="\$4,595.00"/>
<b>1.39</b>	Install Water Meter Box and Cover	Quantity: <u>18</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,705.00"/>	Total: <input type="text" value="\$30,690.00"/>
<b>1.40</b>	Install Fire Hydrant Assembly	Quantity: <u>5</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$14,690.00"/>	Total: <input type="text" value="\$73,450.00"/>
<b>1.41</b>	Install 6" Hydrant PVC Water Line to Existing Hydrant	Quantity: <u>42</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$256.00"/>	Total: <input type="text" value="\$10,752.00"/>
<b>1.42</b>	Install 6" Hydrant Gate Valve at Existing Hydrant	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,420.00"/>	Total: <input type="text" value="\$8,840.00"/>
<b>1.43</b>	Install 3/4" Air Release Valve Assembly	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,610.00"/>	Total: <input type="text" value="\$10,830.00"/>
<b>1.44</b>	Construct Water Main Lowering/Raising	Quantity: <u>5</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,320.00"/>	Total: <input type="text" value="\$36,600.00"/>
<b>1.45</b>	Cap and Slurry Fill Existing 6" and 12" Water Main	Quantity: <u>3327</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$53.50"/>	Total: <input type="text" value="\$177,994.50"/>
<b>1.46</b>	Abandon Existing Water Valve	Quantity: <u>21</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,020.00"/>	Total: <input type="text" value="\$21,420.00"/>
<b>1.47</b>	Modify Existing Manhole	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,520.00"/>	Total: <input type="text" value="\$2,520.00"/>
<b>1.48</b>	Install Catch Basin Type 4-R	Quantity: <u>10</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,960.00"/>	Total: <input type="text" value="\$29,600.00"/>
<b>1.49</b>	Install 12" PVC Stormdrain Pipe	Quantity: <u>4</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$417.00"/>	Total: <input type="text" value="\$1,668.00"/>
<b>1.50</b>	Install Rip-Rap Dissipator over Non-Woven Geotextile Fabric	Quantity: <u>108</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$9.30"/>	Total: <input type="text" value="\$1,004.40"/>
<b>1.51</b>	Roadbed Modification (6" Depth at 4% Cement)	Quantity: <u>197626</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$197,626.00"/>
<b>1.52</b>	Construct 3" Plantmix Bituminous Pavement, Type 2 PG64-28NV	Quantity: <u>7599</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$2.65"/>	Total: <input type="text" value="\$20,137.35"/>
<b>1.53</b>	Construct 4" Plantmix Bituminous Pavement, Type 2 PG64-28NV	Quantity: <u>190027</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$3.95"/>	Total: <input type="text" value="\$750,606.65"/>
<b>1.54</b>	Construct PCC Sidewalk Type A	Quantity: <u>5894</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$18.45"/>	Total: <input type="text" value="\$108,744.30"/>
<b>1.55</b>	Construct PCC Curb Ramp	Quantity: <u>4435</u>	UOM: <u>SF</u>	Unit Price: <input type="text" value="\$23.50"/>	Total: <input type="text" value="\$104,222.50"/>

<b>1.56</b>	Construct PCC Driveway Apron	Quantity: <u>2470</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$18.75"/>	Total: <input type="text" value="\$46,312.50"/>
<b>1.57</b>	Construct PCC Driveway Transition	Quantity: <u>493</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$17.75"/>	Total: <input type="text" value="\$8,750.75"/>
<b>1.58</b>	Construct PCC Curb & Gutter Type 1	Quantity: <u>1220</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$59.00"/>	Total: <input type="text" value="\$71,980.00"/>
<b>1.59</b>	Construct PCC Curb & Gutter Transition	Quantity: <u>23</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$96.00"/>	Total: <input type="text" value="\$2,208.00"/>
<b>1.60</b>	Construct PCC Glue Down Curb Type A	Quantity: <u>416</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$59.45"/>	Total: <input type="text" value="\$24,731.20"/>
<b>1.61</b>	Construct PCC Spandrel/Valley Gutter	Quantity: <u>1552</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$31,040.00"/>
<b>1.62</b>	Construct PCC Patterned Median Cover Material	Quantity: <u>1323</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$23.15"/>	Total: <input type="text" value="\$30,627.45"/>
<b>1.63</b>	Construct Ramped Median Island Nose	Quantity: <u>196</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$24.00"/>	Total: <input type="text" value="\$4,704.00"/>
<b>1.64</b>	Install Landscape Rock	Quantity: <u>340</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$14.50"/>	Total: <input type="text" value="\$4,930.00"/>
<b>1.65</b>	Install Sign and Post	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$817.00"/>	Total: <input type="text" value="\$8,170.00"/>
<b>1.66</b>	Install Sign and Post w/ Breakaway Base	Quantity: <u>8</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$934.00"/>	Total: <input type="text" value="\$7,472.00"/>
<b>1.67</b>	Install Sign Panel Only	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$408.00"/>	Total: <input type="text" value="\$1,224.00"/>
<b>1.68</b>	Install Type 2 Object Marker	Quantity: <u>8</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$1,400.00"/>
<b>1.69</b>	Install 36" Tall Flexible Yellow Channelizer Post	Quantity: <u>39</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$6,825.00"/>
<b>1.70</b>	Paint 4" White Solid Stripe	Quantity: <u>4092</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.60"/>	Total: <input type="text" value="\$2,455.20"/>
<b>1.71</b>	Paint 4" White Dotted Stripe	Quantity: <u>87</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.45"/>	Total: <input type="text" value="\$39.15"/>
<b>1.72</b>	Paint 6" White Solid Stripe	Quantity: <u>7366</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.65"/>	Total: <input type="text" value="\$4,787.90"/>
<b>1.73</b>	Paint 6" White Dotted Stripe	Quantity: <u>1224</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$612.00"/>
<b>1.74</b>	Paint 8" White Solid Stripe	Quantity: <u>94</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.70"/>	Total: <input type="text" value="\$65.80"/>

<b>1.75</b> Paint 24" White Stop Bar	Quantity: <u>330</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$5.25"/>	Total: <input type="text" value="\$1,732.50"/>
<b>1.76</b> Paint 24" White Crosswalk Marking	Quantity: <u>860</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$4.65"/>	Total: <input type="text" value="\$3,999.00"/>
<b>1.77</b> Paint White Turn Arrow	Quantity: <u>17</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$146.00"/>	Total: <input type="text" value="\$2,482.00"/>
<b>1.78</b> Paint White Bike Lane Symbol	Quantity: <u>13</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$146.00"/>	Total: <input type="text" value="\$1,898.00"/>
<b>1.79</b> Paint White Yield Bar	Quantity: <u>64</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$41.00"/>	Total: <input type="text" value="\$2,624.00"/>
<b>1.80</b> Paint 4" Double Yellow Solid-Broken Stripe	Quantity: <u>4044</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$2,022.00"/>
<b>1.81</b> Paint 4" Double Yellow Solid Stripe	Quantity: <u>190</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$0.70"/>	Total: <input type="text" value="\$133.00"/>
<b>1.82</b> Paint Yellow Solid Curb with Glass Beads	Quantity: <u>476</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$2.90"/>	Total: <input type="text" value="\$1,380.40"/>
<b>1.83</b> Paint Red Solid Curb	Quantity: <u>566</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$2.35"/>	Total: <input type="text" value="\$1,330.10"/>

**Response Total: \$3,686,067.65**

## Vendor Information

<b>Vendor Information:</b>	
Company Name: Herback General Engineering, LLC	Federal ID No: 61-1449376  UEI/DUNS #: DKEDXW1LK5P3 / 145506437
Mailing Address: 2531 Nowlin Road	City, State, Zip Code: Minden, NV 89423
Telephone Number: 775-267-6800	Email: jmoomey@herback.net

<b>Contact Person/Title:</b>	
Name: Peter Griffin / Project Manager Jessica Moomey / Project Engineer	Title: Peter Griffin / Project Manager Jessica Moomey / Project Engineer
Mailing Address: 2531 Nowlin Rd	City, State, Zip Code: Minden NV 89423
Telephone Number: 775-267-6800	Email: pgriffin@herback.net jmoomey@herback.net

<b>Licensing Information:</b>	
Nevada State Contractor's License Number: 33090A	
License Classification(s): A	Date Issued: 06/13/2003
Limitation(s) of License: Unlimited	Date of Expiration: 06/30/2024
Name of Licensee: Herback General Engineering, LLC	

<b>Carson City Business License Number:</b>			
Name of Licensee: <a href="#">Herback General Engineering, LLC</a> - License Number: <a href="#">BL-006911-2022</a> – Exp <a href="#">12/31/2022</a>			
<b>Disclosures of Principals:</b>			
<b>Individual and/or Partnership: <a href="#">Individual</a></b>			
<b>(1) Owner Name: <a href="#">Greg Herback</a></b>			
Address: <a href="#">2531 Nowlin Road</a>			
City: <a href="#">Minden</a>	State: <a href="#">NV</a>	Zip Code: <a href="#">89423</a>	
Telephone: <a href="#">775-267-6800</a>	Email: <a href="mailto:HGE@herback.net">HGE@herback.net</a>		
<b>(2) Owner Name:</b>			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
<b>(1) Other Title:</b>			
Name:			
<b>(2) Other Title:</b>			
Name:			

# HERBACK General Engineering, LLC

Exhibit A

## Performance History

<u>Customer</u>	<u>Project Name</u>	<u>Location</u>	<u>Scope of Work</u>	<u>Contact</u>	<u>Tele #</u>	<u>Completion Date</u>	<u>Project Amount</u>
Caltrans	Caltrans 09-360604	Bridgeport, CA	Cold Plane/Paving	Joe Blommer	760-648-7906	2017	\$ 4,408,631.00
USDA Forest Service	Camp Richardson 2017	South Lake Tahoe, CA	Campground Improvements	Matthew Gagnon	530-543-2822	2017	\$ 676,021.00
Caltrans	Caltrans 09-346704	Lee Vining, CA	Construct Right Turn Lane	Lee Scotese	760-937-8955	2017	\$ 471,544.30
Federal Highway Administration	Yosemite South Entrance	Yosemite, CA	Earthwork/Pulverization/Paving/Drainage	Scott Wolfert	559-802-3848	2018	\$ 7,674,458.65
Caltrans	Caltrans 09-357504	Inyo County, CA	Construct Culverts	Hin Hartanto	760-937-3243	2018	\$ 2,088,751.00
CA Dept. Parks & Rec	Weyland Brigde Re-Installation	Big Sur, CA	Installation & Rehabilitation of Bridge	John Hiles	831-236-0556	2018	\$ 907,863.00
Minden Tahoe Airport/ Douglas	Eastside Utility Installation	Minden, NV	Installation of Water & Sanitary Utilities	Chris Nocks	970-242-0101	2018	\$ 1,391,919.00
Federal Highway Administration	Meeks Bay Bike Path	Meeks Bay/Tahoe City, NV	Bike Path Construction/Bridge/Paving/Sidewalk	Jonathan Giraldo	413-210-0052	2018	\$ 5,033,798.70
Nevada State Parks	Pitchfork Phase #1 Primitive Campground	Yerington, NV	Construction of Campground	Lacey Tisler	775-684-2784	2018	\$ 2,264,277.61
Minden Tahoe Airport/ Douglas	Relocate Bliss Road	Minden, NV	Road Relocation	Chris Nocks	970-242-0101	2018	\$ 524,768.00
USDA Forest Service	FSR 132,133,700 Road Reconditioning	Coconino Forest, AZ	Road Reconditioning	Sean Untalan	928-527-3575	2018	\$ 476,585.00
Nevada State Parks	Pitchfork Phase #2 Primitive Campground	Yerington, NV	Campground Ranch Improvements	Shannon McKnight	775-684-2790	2019	\$ 2,625,446.00
USDA Forest Service	FSR 109 Road Reconditioning	Kaibab National Forest, NV	Road Reconditioning	Michael Carico	(602) 225-5330	2019	\$ 111,991.25
Farr West Engineering	River Vista Road Replacement	Lyon County, NV	Road Replacement	Christina Brennan	(775) 997-7485	2019	\$ 132,832.00
Douglas County	Walley's Well Replacement	Douglas County, NV	Well Replacement/Connection	Ron Roman	(775) 690-3025	2019	\$ 183,293.35
Caltrans 09-369804	Construction State HWY Route 6	Chalfant Valley, CA	Construct Two Way Turning Lane	Steve Tisell	(760) 872-0794	2019	\$ 1,254,944.80
City of South Lake Tahoe	2019 Road Rehabilitation Project Phase 1	South Lake Tahoe, CA	Road Rehabilitation	Randy Carlson	(530) 542-6033	2019	\$ 1,112,914.45
Modoc National Forest	MDF Road Resurfacing Task Order	Alturas, CA.	Road Resurfacing	Chris Bielecki	(530) 233-8850	2019	\$ 364,477.00
City of South Lake Tahoe	Sierra Blvd Complete Street Project	South Lake Tahoe, CA	Complete Streets Rehabilitation	Stan Hill	(530) 542-6039	2019	\$ 4,986,953.00
Carson City Public Works	Senior Center Parking Lot Reconstruction	Carson City, NV	Parking Lot Reconstruction	Jeff Freeman	(775) 887-2112	2019	\$ 218,754.80
Federal Highway Administration	CA FTFW KERN 12(1) 900(1) Trails(1)	Kern County, CA.	Parking Lot & Trails	Lou Haasis	(720) 963-3664	2020	\$ 922,459.50
Douglas County Public Works	China Springs WWTF	Douglas County, NV.	Aeration Improvements	Rick Robillard	(775) 782-6274	2020	\$ 67,190.00
Federal Highway Administration	NV FLAP CR 196(2) Silver Peak Road	Esmeralda County, NV	Road Reconstruction	Ryan Phillips	(702) 963-3566	2020	\$ 5,044,290.07
Federal Highway Administration	CA FLAP SR 89(2) Meeks Bay Option X	Placer County, CA	Shared Use Trail, Restoration	Brad Durski	(775) 303-1331	2020	\$ 486,532.38
California State Parks	Pfeiffer Big Sur Weyland Bridge Re-Installation	Big Sur, CA	Bridge Re-Installation	Rod Tuttel	(916) 803-0288	2021	\$ 621,777.00
El Dorado County	South Tahoe Greenway Shared Use Trail	El Dorado County, CA	Shared Use Trail / Bridge	Donald Palaroan	(530)573-7920	2021	\$ 3,942,767.47
Douglas County Public Works	Plymouth Drive Reconstruction	Douglas County, NV.	Road Reconstruction	Justin Sand	(775) 588-6490	2021	\$ 301,394.34
Federal Highway Administration	NV FLAP 300(1) Fossil House Road	Gabbs, NV	Restoration, Widening, Rehabilitation	Tom Allen	(970) 903-1778	2022	\$ 3,480,666.00
Truckee Meadows Water Authority	Fish Springs Ranch Wells A,B,&E	Reno, NV	Drainage Improvements	Jason Barnes	(775) 834-8286	2022	\$ 448,270.00
Douglas County Public Works	Martin Slough Multimodal Trail	Douglas County, NV.	Construct paved multimodal trail	Jeremy Hutchings	(775) 782-9063	2022	\$ 1,577,883.15
Carson City Public Works	Center Drive Reconstruction	Carson City, NV	Road Rehabilitation, sewer main, etc.	Jeff Freeman	775-283-7097	2022	\$ 1,136,611.03





**Carson City Business License Division**

108 E. Proctor Street  
Carson City, NV 89701  
(775) 887-2105 - Hearing Impaired: 711  
buslic@carson.org

**BUSINESS LICENSE CERTIFICATE**

**Business Name:** HERBACK GENERAL ENGINEERING LL

**Business Location:** 2531 NOWLIN RD  
Minden, NV 89423

**Mailing Address:** 2531 NOWLIN RD  
MINDEN, NV 89423

**Owner:**

**License Number:** BL-006911-2022

**License Type:** Business License

**Issued Date:** 1/1/2022

**Classification:** Contractors

**Expiration Date:** 12/31/2022

**Fees Paid:** \$103.75

Thank you for choosing to operate your business in Carson City.  
Please provide any changes to the business information to the Business License Division. Licenses are not transferable.  
If you have any questions concerning your business license, contact the Business License Division.

**TO BE POSTED IN A CONSPICUOUS PLACE**

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**HERBACK GENERAL ENGINEERING, LLC**

**Nevada Business Identification # NV20031052011**

**Expiration Date: 04/30/2023**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 03/09/2022.

BARBARA K. CEGAVSKE  
Secretary of State



Certificate Number: B202203092474136

You may verify this certificate online at <http://www.nvsos.gov>

## SECRETARY OF STATE

**CERTIFICATE OF EXISTENCE  
WITH STATUS IN GOOD STANDING**

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **HERBACK GENERAL ENGINEERING, LLC**, as a **DOMESTIC LIMITED-LIABILITY COMPANY (86)** duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 04/04/2003, and is in good standing in this state.



Certificate Number: B202203182501066

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 03/18/2022.

Handwritten signature of Barbara K. Cegavske in black ink.

BARBARA K. CEGAVSKE  
Secretary of State

www.nscb.nv.gov

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**HERBACK GENERAL ENGINEERING LLC**

Licensed since June 13, 2003

License No. **0033090A**

Is duly licensed as a contractor in the following classification(s):

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 06/30/2024

**PRINCIPALS:**

GREGORY HERBACK, President, QI  
SANDRA HERBACK, Secretary

  
Chair, Nevada State Contractors Board

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: **CC-2023-038 / P303521001**

Contractor: **Herback General Engineering, LLC**

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
Intermountain Slurry Seal, Inc. 1120 Terminal Way Reno, NV 89502	775-358-1355	0023657	Unlimited	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Jensen Precast 625 Bergin Way, Sparks, NV 89431	775-359-6200	N/A	N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Western Nevada Supply company 950 S. Rock Blvd, Sparks NV 89431	775-359-5800	N/A	N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
K&B Transportation LLC 615 Spice Island Dr ste 2 Sparks NV 89431	775-331-5152	N/A	N/A	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Great Basin Water Supply LLC 1271 Stallion Ct. Fernley NV 89408	775-625-0061	N/A	N/A	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Pavement Recycling Systems 2150 Bell Ave Ste 125 Sacramento, CA 95838	916-685-2204	36228	Unlimited	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Action Concrete 5257 Bravo, Reno NV	775-357-9008	87489	245k	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Brunswick Materials 7400 Brunswick Canyon Rd. Carson City NV 89701	775-882-6000	N/A	N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Cinderlite Trucking 1665 South Sutro Terrace Carson City, NV 89706	775-882-4483	N/A	N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Surface Prep and Maintenance 4430 Bennie Ln, Reno NV 89512	775-823-7882	N/A	N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Cheek Construction 3303 Reno Highway, Fallon NV 89406	775-426-8802	78906	8.2MM	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No
Action Lawn & Landscape 5257 Bravo, Reno NV	775-323-7488	51072	495K	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No	Yes <input checked="" type="radio"/> No

**Email to [Cakers@carson.org](mailto:Cakers@carson.org)**

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

Contract No.: **CC-2023-038**

Contractor: **Herback General Engineering, LLC**

Project No(s): **P303521001**

Address: **2531 Nowlin Road**

Total Bid Amount \$ **3,686,067.65**

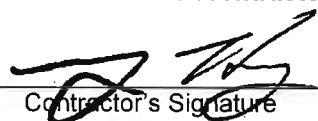
**Minden, Nevada 89423**

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER	PHONE NO.	PROPOSAL (BID) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Herback General Engineering, LLC 2531 Nowlin Road, Minden, NV 89423	775-267-6800	1.1 thru 1.64	33090	Unlimited	Demo, Grading, Paving, Utilities
Action Concrete LLC 5257 Bravo Ave suite 1, Reno NV 89506	775-357-9008	1.54 thru 1.63	87489	\$245K	Concrete

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

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

  
 Contractor's Signature **10/24/2022**  
 Date

Telephone No. **77-267-6800**

**BIDDER SUBCONTRACTOR INFORMATION**

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

Contract No.: **CC-2023-038**

Contractor: **Herback General Engineering, LLC**

Project No(s): **P303521001**

Address: **2531 Nowlin Road**

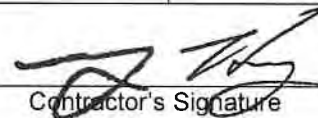
Bid Amount \$ **3,686,067.65**

**Minden, Nevada 89423**

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER	SUBCONTRACTOR PHONE NO.	PROPOSAL (Bid) LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Herback General Engineering 2531 Nowlin Road, Minden NV 89423	775-267-6800	1.1 thru 1.64	33090	Unlimited	Demo, Grading, Paving, Utilities
Action Concrete LLC 5257 Bravo Ave suite 1, Reno NV 89506	775-357-9008	1.54-1.63	87489	\$245k	Concrete
Intermountain Slurry Seal 1120 Terminal Way Reno NV	775-358-1355	1.65 thru 1.83	23657	Unlimited	Signs & Striping
Pavement Recycling Systems 2150 Bella Ave, Sacramento CA	916-685-2204	1.51	36228	Unlimited	CTB

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



Contractor's Signature

**10/24/2022**  
Date

Telephone No. **775-267-6800**

\*\*\*\*\*Email to [Cakers@carson.org](mailto:Cakers@carson.org)

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding \$250,000.00)

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

Contract No.: **CC-2023-038**

Contractor: **Herback General Engineering, LLC**

Project No(s) : **P303521001**

Address: **2531 Nowlin Road**

Total Bid Amount \$ \_\_\_\_\_

**Minden, Nevada 89423**

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
<b>NOT APPLICABLE</b>					

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

Telephone No. **775-267-6800**

**Email to [Cakers@carson.org](mailto:Cakers@carson.org)**



**BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

Contract No.:

Contractor: Herback General Engineering, LLC

Project No(s):

Address: 2531 Nowlin Road Minden Nevada 89423

Total Bid Amount \$ 3,686,067.65

Contract DBE Goal: 6 %.

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

**DBE SUBCONTRACTORS:**

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
N/A					
<b>A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:</b>			0		

**DBE SUPPLIERS:**

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Surface Prep & Maintenance 4430 Bennie lane Reno NV 89512	775-823-7802	1.53	-----	291,351.00	NV20365401NUCP	Asphalt Material
<b>B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:</b>				291,351.00		

**C. Total Dollar Value of DBE Participation\*\* (Add Totals from Lines A & B):** \$ 291,351.00

**D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount):** 7.9 %

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

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

  
Contractor's Signature

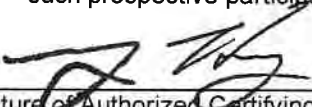
10/24/2022  
Date

Telephone No. 775-267-6800

## DEBARMENT AND SAFETY FORM

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
**Greg Herback**  
 \_\_\_\_\_  
 Printed Name

Owner/Managing Member  
 \_\_\_\_\_  
 Title  
**10/24/2022**  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S SAFETY INFORMATION**

**Bidder's Safety Factors:**

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2020	.87	0
2021	.81	0

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

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

### Certification of Authorization and Understanding

Project Name: Colorado Street CDBG & Pavement Rehabilitation Project

Project Number: P303521001

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

**Tamra Barron**

Payroll Officer (Name)



Payroll Officer (Signature)

**Herback General Engineering, LLC**

(Name of Contractor/Subcontractor)

By   
(Owner's Signature)

**Owner/Managing Member**

(Title)

**33090A**

(Contractor/Subcontractor License Number)

**10/24/2022**

(Date)

**Conflict of Interest Disclosure Form**

Date: 10/24/2022

Project: Colorado Street CDBG & Pavement Rehabilitation Project

Title: Owner/Managing Member

Name: Greg Herback

Position: Owner/Managing Member of Herback General Engineering, LLC

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

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

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

Signature:



Date: 10/24/2022

## **CERTIFIED PAYROLLS**

The CONTRACTOR shall prepare and submit Certified Payroll Reports weekly and provide all information as requested by the Owner. The CONTRACTOR may utilize Form WH-347 or a similar form that at a minimum contains the same information.

For weeks when no work is performed, the CONTRACTOR shall prepare and submit a Certified Non-Performance Payroll Report. The CONTRACTOR may utilize the State of Nevada Non-performance Payroll Form.



**CERTIFIED PAYROLL INFORMATION**  
TO BE COMPLETED BY EACH CONTRACTOR / SUBCONTRACTOR

Project Name: Colorado Street CDBG & Pavement Rehabilitation Project Contract Number: P303521001 CC-2023-038  
 General Contractor: Herback General Engineering, LLC PWP #: CC-2023-038  
 Subcontractor: \_\_\_\_\_ Date: 10/24/2022

Payroll Officer Name: Tamra Barron  
 Phone Number: 775-267-6800  
 Email Address: tbarron@herback.net  
 Mailing Address: 2531 Nowlin Road, Minden Nevada 89423

Please review the following extracts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

**Davis Bacon and Related Acts 29 C.F.R. § 3.3(b):**

*Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish **each week** a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period.*

**Davis Bacon and Related Acts 29 C.F.R. § 3.4(a):**

*Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, **within seven days after the regular payment date of the payroll period**, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work.*

**Please provide details of your regular weekly payroll date in order to ensure compliance with the above regulations (example: Friday after week ending date):**

The next Monday after our pay period ends. Work week is Monday through Sunday

Further information regarding DBA/DBRA compliance can be found on the U.S. Department of Labor website.

For questions regarding certified payroll on Carson City construction projects please contact Courtney Melhaff at [cmelhaff@carson.org](mailto:cmelhaff@carson.org).

## STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

SHANNON M. CHAMBERS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2022 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

**DATE OF DETERMINATION: October 1, 2021**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

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](mailto:mail1@labor.nv.gov)

STATE OF NEVADA  
 Office of the Labor Commissioner

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

**Project Workforce Checklist**

P303521001  
 CC-2023-0038

Contract No.: \_\_\_\_\_ Project Name: Colorado Street CDBG & Pavement Rehabilitation Project

Contractor/Subcontractor: Herback General Engineering, LLC

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

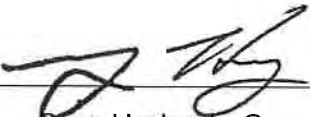
\*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. \*

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

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

Signed:   
 Name and Title: Greg Herback, Owner/Managing Member  
 Date: 10/24/2022  
 Contractor Name: Herback General Engineering, LLC

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

P303521001

### Project Workforce Checklist

Contract No.: CC-2023-0038 Project Name: Colorado Street CDBG & Pavement Rehabilitation Project

Contractor/Subcontractor: Action Concrete, LCC


Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
<b>Air Balance Technician</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Alarm Installer</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Bricklayer</b> , can also include tile setter, terrazzo workers and marble masons.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Carpenter</b> , (can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers.)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Cement Mason</b> (Can also include Laborers)	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
<b>Electrician</b> , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Elevator Constructor</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Floor Coverer</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Glazier</b> (see also Painters and Allied Trades)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Hod Carrier</b> (See Laborers), includes brick-mason tender and plaster tender.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Iron Worker</b> , can also include fence erectors (steel/iron)	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
<b>Laborer</b> , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
<b>Lubrication and Service Engineer</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Mechanical Insulator</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Millwright</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Operating Engineer</b> , 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 <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Painters and Allied Trades</b> , can also include glaziers, floor coverers, and tapers.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Pile Driver</b> (non-equipment)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Plasterer</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
<b>Plumber/Pipefitter</b>	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>

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Clear Page

Refrigeration	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Surveyor (non-licensed)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Taper	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Truck Driver	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
Other*:	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" type="checkbox"/>
	Yes	No	N/A <input checked="" type="checkbox"/>	Yes	No <input checked="" 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: Ashley Sandifer / Office Administrator  
 Date: 10/24/2022  
 Contractor Name: Action Concrete, LLC

**Project Workforce Checklist**

Contract No.: P303521001 Project Name: Colorado Street

Contractor/Subcontractor: Intermountain Slurry Seal

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

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

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

Signed: WJMS  
 Name and Title: Wesly Sosa, Project Manager  
 Date: 10/22/2022  
 Contractor Name: Intermountain Slurry Seal

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

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## Project Workforce Checklist

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Contractor/Subcontractor: \_\_\_\_\_

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

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

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

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

Signed:  \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

**REQUIRED FEDERAL CLAUSES  
(Construction Contracts Exceeding \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

*NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.*

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to



Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **CIVIL RIGHTS (EEO, TITLE VI & ADA)**

The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332,

FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, , the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.

- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
- a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
  - b. **Sex**—The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

- d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

### **ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

### **TERMINATION PROVISIONS**

- 1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.
- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is

permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

#### **DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BUY AMERICA**

The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds \$150,000 in value. Consultant must submit to City the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

Certification requirement for procurement of steel, iron, or manufactured products *(to be submitted with each bid or offer exceeding \$100,000)*.

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 10/24/2022

Signature 

Company Name Herback General Engineering, LLC

Title Owner/Managing Member

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION**

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.
- 3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.
- 5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant,

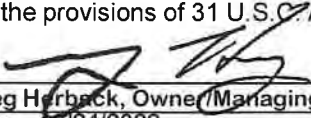
the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Herback General Engineering, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Greg Herback, Owner/Managing Member 10/24/2022	Signature of Contractor's Authorized Official Name/Title of Contractor's Authorized Official Date
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**CLEAN AIR**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CLEAN WATER**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the

appropriate EPA Regional Office.

- 2) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.
- 3) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

- 1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate



(including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
  - (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
    - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (2) The classification is utilized in the area by the construction industry; and
    - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) **Apprentices and Trainees –**
  - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a

percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility** –(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) **Overtime requirements.** No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to

include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

#### **CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

- 1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**BONDING****Bid Bond Requirements (Construction)****(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

**(b) Rights Reserved**

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City) shall prove inadequate to fully recompense City for the damages occasioned by default, then the undersigned bidder agrees to indemnify City and pay over to City the difference between the bid security and City's total damages, so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

**(a) Performance bonds**

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

**(b) Payment bonds**

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

**Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is increased.

**Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

**Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

**Warranty of the Work and Maintenance Bonds**

The Contractor warrants to City, the Architect and/or Engineer that all materials and equipment furnished



under this Contract will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

### **SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.00%. ~~A separate contract goal has not been established for this project.~~ Refer to Instruction to Bidders for Project specific goal.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

**ADDITIONAL CONTRACT  
PROVISIONS DBE  
Participation by DBE 49 CFR 26.5**

ADDITIONAL CONTRACT PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISE  
IN FEDERAL-AID HIGHWAY CONSTRUCTION

**DISADVANTAGED BUSINESS ENTERPRISE.** This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.”

**Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

**Obligation.** (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

**I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS**

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. “Socially and economically disadvantaged individual” means any person who is a citizen or lawful permanent resident of the United States and who is;
  - (a) Black (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
  - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
  - (e) A woman

- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
  - (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**ADDITIONAL CONTRACT PROVISIONS  
SUPPLEMENT TO THE WEEKLY CERTIFIED  
PAYROLLS & EXECUTIVE ORDER 11246**

## ADDITIONAL CONTRACT PROVISIONS

## SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.
- viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the



Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).  
  
(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

# **Additional Contract Provisions**

Appendix A & E of Department of Transportation 1050.2A

**Appendix A of Department of Transportation Order 1050.2A**

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."

## Appendix E of Department of Transportation Order 1050.2A

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

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

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



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young  
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws<sup>1</sup> and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency<sup>2</sup> shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”<sup>3</sup>

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”<sup>4</sup>

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

<sup>1</sup> “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

<sup>2</sup> For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

<sup>3</sup> IIJA, § 70914(a).

<sup>4</sup> Exec. Order No. 14,005 (see footnote 1).

America Laws.<sup>5</sup> MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.<sup>6</sup>

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference<sup>7</sup> to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.<sup>8</sup>

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

## **I. Application of a Buy America Preference**

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.<sup>9</sup> The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

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<sup>5</sup> IJA, § 70923(a) & (b)(1).

<sup>6</sup> OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

<sup>7</sup> For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

<sup>8</sup> IJA, § 70912 (5) & (7).

<sup>9</sup> See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.



- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.<sup>10, 11</sup>

## II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations<sup>12</sup>—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.<sup>13</sup>

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”<sup>14</sup> “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

<sup>10</sup> IIJA, § 70912 (2) & (6)(B)(ii).

<sup>11</sup> See Section VIII. of this guidance for more information on construction materials.

<sup>12</sup> IIJA § 70912(4)(A)

<sup>13</sup> See 2 C.F.R. § 200.1.

<sup>14</sup> IIJA § 70912(4)(B)

made under FEMA’s Flood Mitigation Assistance program,<sup>15</sup> do not qualify as “pre and post disaster or emergency response expenditures.”

Subawards should conform to the terms and conditions of the Federal award from which they flow.<sup>16</sup>

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.<sup>17</sup> Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term “infrastructure” broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

### **III. Consistency with International Agreements**

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

### **IV. Avoid Unnecessary Disruption**

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

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<sup>15</sup> See 42 U.S.C. § 4104c.

<sup>16</sup> 2 CFR 200.101 (b) (2)

<sup>17</sup> IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.<sup>18</sup> Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

## **V. Effective Date for Awards**

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions<sup>19</sup> incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

## **VI. Articles, Materials, and Supplies for Infrastructure**

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

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<sup>18</sup> IJA, § 70917(a) &(b).

<sup>19</sup> See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

## **VII. Issuing Buy America Waivers**

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.<sup>20</sup>

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.<sup>21</sup> General applicability waivers are subject to a minimum 30-day public comment period.<sup>22</sup> By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to [MBX.OMB.MadeInAmerica@omb.eop.gov](mailto:MBX.OMB.MadeInAmerica@omb.eop.gov). Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](http://BuyAmerican.gov),<sup>23</sup> no later than November 15, 2022.

<sup>20</sup> See Section VII of this guidance for information on waiver principles and criteria.

<sup>21</sup> Executive Order, § 4(b)(i)(2); IJJA, § 70914(c); IJJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IJJA, § 70932(1)).

<sup>22</sup> IJJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

<sup>23</sup> [BuyAmerican.gov](http://BuyAmerican.gov) redirects to [MadeInAmerica.gov](http://MadeInAmerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to [MBX.OMB.MIAwaivers@omb.eop.gov](mailto:MBX.OMB.MIAwaivers@omb.eop.gov).

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,<sup>24</sup> and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States<sup>25</sup> and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.<sup>26</sup> In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

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<sup>24</sup> Executive Order, § 4(c).

<sup>25</sup> IIJA, § 70937(c)(2)(A).

<sup>26</sup> IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

*a. Exceptions for Unforeseen and Exigent Circumstances*

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.<sup>27</sup> As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.<sup>28</sup> MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

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<sup>27</sup> IJA, § 70937(b)(2).

<sup>28</sup> This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

*b. Waiver Principles and Criteria*

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,<sup>29</sup> agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.<sup>30</sup>

### Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

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<sup>29</sup> IJA § 70933(2).

<sup>30</sup> See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

### Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.<sup>31</sup> Publicly available cost comparison data may be provided in lieu of proprietary pricing information.<sup>32</sup> Unreasonable-cost waivers should be no broader than necessary.

### Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.<sup>33</sup> To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.<sup>34</sup>

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

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<sup>31</sup> IIJA, § 70937(c)(2)(B).

<sup>32</sup> IIJA, § 70937(c)(2)(B).

<sup>33</sup> IIJA, § 70935(a).

<sup>34</sup> IIJA, § 70935(b).



given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.<sup>35</sup>

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

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<sup>35</sup> The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.<sup>36</sup>

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.<sup>37</sup> Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.<sup>38</sup> MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

*c. General Applicability Waivers*

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IJJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
  - (i) describes the justification for a general applicability waiver; and
  - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).<sup>39</sup>

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<sup>36</sup> IJJA, § 70937(c)(2)(C).

<sup>37</sup> Executive Order, § 5.

<sup>38</sup> Executive Order, § 5.

<sup>39</sup> IJJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.<sup>40</sup>

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

### **VIII. Preliminary Guidance for Construction Materials**

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.<sup>41</sup>

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>42</sup>—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

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<sup>40</sup> IIJA, § 70914(d)(3).

<sup>41</sup> IIJA, § 70915(b).

<sup>42</sup> IIJA, § 70917(c)(1).

- lumber; or
- drywall.<sup>43</sup>

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

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<sup>43</sup> See IIIA, § 70911(5).

**Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

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Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials<sup>44</sup> are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

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<sup>44</sup> Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

### *Definitions*<sup>45</sup>

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

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<sup>45</sup> Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

<sup>46</sup> IIIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

*Nevada Governor's Office of*  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

Supplemental Condition #1

**EQUAL OPPORTUNITY CLAUSE FOR CONTRACTS UNDER \$10,000**

Note: This clause must be included in all contracts and subcontracts \$10,000 and under.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.



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## Supplemental Condition #2

**EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000**

Note: This clause must be included in all construction contracts and subcontracts \$10,000 and over.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation

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of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

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## Supplemental General Condition #3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS  
(CONSTRUCTION OVER \$10,000)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin.
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate

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their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen,

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- superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligation.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as

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- Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
  - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of

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- solicitations to minority and female contractor associations and other business associations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more, or their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
  10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
  11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
  12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The contractor, in fulfilling its obligations under these specifications shall implement affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements



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of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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## Supplemental Condition #7

**CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed under the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

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## Supplemental Condition #8

**SPECIAL CONDITIONS PERTAINING TO HAZARDS  
SAFETY STANDARDS AND ACCIDENT PREVENTION**A. Lead-Based Paint Hazards

(Applicable to contracts or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives close to such property, at least 8 hours before blasting is done. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

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## Supplemental Condition #9

**UNFAIR TRADE PRACTICES**

Grantees or sub grantee recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

## Restrictions on Public Buildings and Public Works Projects

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country –

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or sub grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of

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countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SECTION 3 PROVISIONS FOR CONTRACTS**

**PURPOSE**

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent Feasible, be directed to low- and very low-income persons, particularly those who reside. In government-assisted housing, and to business concerns which provide economic Opportunities to low- and very low-income persons.

**APPLICABILITY**

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the project amount exceeds \$200,000.

**DEFINITIONS**

*Applicant* means any entity which makes an application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian Housing authority, Indian tribe, or other public body, public or private nonprofit Organization, private agency or institution, mortgagor, developer, limited dividend Sponsor, builder, property manager, community housing development organization (CHO), resident management corporation, resident council, or cooperative association.

*Contractor* means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in § 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

*Section 3 project* means a project defined in § 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.



COMMUNITY DEVELOPMENT BLOCK GRANT  
SECTION 3 PROVISIONS FOR CONTRACTS (continue)

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

SECTION 3:

All contractors and subcontractors shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

## Section 3 Clause

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment

shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SAMPLE CONTRACTOR SECTION 3 PLAN

(Name of contractor) agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within the City or County of

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of **Herback General Engineering, LLC**

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

Title Owner/Managing Member

Date 10/24/2022

Signature 

**Greg Herback**

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

STATE OF Nevada } COUNTY OF Douglas County } SS

I, Greg Herback (Name of party signing this affidavit and the Proposal Form) Owner/Managing Member (title) being duly sworn do depose and say: That Herback General Engineering, LLC (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.

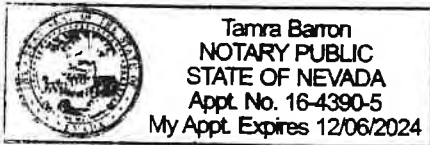
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] 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 [Handwritten Signature]
Owner/Managing Member
Title

Sworn to before me this 24th day of October, 20 22

(SEAL)



[Handwritten Signature]
Notary Public, Judge or other Official

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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



The contractor has to designate the hours and days, if they pick 4-10's each employee has to sign the Election of Scheduled work hours. Once one is picked it is the same for the life of the project.

Nevada Governor's Office of  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

WAGE COMPARISON WORKSHEET

**CHECK ONE:**

5 - 8 hour days

4 - 10 hour days

Project Name Colorado Street CDBG & Pavement Rehabilitation Project Location Carson City Date 10/24/22

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State (if applies)	Fed	State (if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Flagger	/	/	/	/	25.48	14.77	40.45	/	/	42.60	31.34	11.32	42.66	State
Hwy Striper	/	/	/	/	31.30	14.77	40.07	/	/	48.28	32.00	16.28	48.28	State
General Labor	/	1	/	/	28.55	14.77	43.32	/	/	45.53	31.34	14.19	45.53	State
Concrete Labor	/	2	/	/	28.80	14.77	43.57	/	/	45.03	31.44	14.19	45.43	State
Asphalt Spreader	/	3	/	/	28.80	14.77	43.57	/	/	45.78	31.59	14.19	45.78	State
Asphalt Raker	/	4	/	/	29.05	14.77	43.82	/	/	46.03	31.84	14.19	46.03	State
Pipelayer	/	4	/	/	29.05	14.77	43.82	/	/	46.03	31.84	14.19	46.03	State
Notes:														

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$250,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$250,000, if the total project cost is less than \$250,000.

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

**CONTRACTOR SIGNATURE & DATE:**

*[Handwritten Signature]*

10/24/22

**Company Name:** Herback General Engineering

The contractor has to designate the hours and days, if they pick 4-10's each employee has to sign the Election of Scheduled work hours. Once one is picked it is the same for the life of the project.

Nevada Governor's Office of  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**WAGE COMPARISON WORKSHEET**

**CHECK ONE:**

- 5 - 8 hour days
- 4 - 10 hour days

Project Name Colorado Street CDBG \$ Pavement Rehabilitation Project Location Carson City Date 10/24/22

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State (if applies)	Fed	State (if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Skidsteer	/	3	/		35.46	24.80	60.26	/	/	66.97	39.50	27.11	66.61	state
Skip Loader	/	4	/		N/A	N/A	N/A	/	/	67.71	40.60	27.11	67.71	state
groundman mulling machine		5	/		N/A	N/A	N/A	/	/	68.07	40.90	27.11	68.01	state
Roller (Dirt)	/	6	/		36.92	24.80	61.72	/	/	68.18	41.07	27.11	68.18	state
Paver	/	8	/		36.92	24.80	61.72	/	/	69.02	41.91	27.11	69.02	state
Roller (Asphalt)	/	8	/		36.92	24.80	61.72	/	/	69.02	41.91	27.11	69.02	state
Milling machine		8	/		N/A	N/A	N/A	/	/	69.02	41.91	27.11	69.02	state

Notes:

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Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

**CONTRACTOR SIGNATURE & DATE:**

RAMBAM 10/24/22

**Company Name:** Herback General Engineering

The contractor has to designate the hours and days, if they pick 4-10's each employee has to sign the Election of Scheduled work hours. Once one is picked it is the same for the life of the project.

Nebraska Governor's Office of  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**WAGE COMPARISON WORKSHEET**

**CHECK ONE:**

- 5 - 8 hour days
- 4 - 10 hour days

Project Name Colorado Street CDBG & Pavement Rehabilitation Project Location Carson City Date 10/24/22

Date & Modification of Federal Wage Rates \_\_\_\_\_ Date of State Rates \_\_\_\_\_

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State (if applies)	Fed	State (if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Trench machine	4	7		/	44.12	23.65	67.77	/	/	68.43	41.30	27.11	68.43	State
Carpenter	/	/	/	/	34.13	19.53	53.66	/	/	54.91	35.38	19.53	54.91	State
Broom	/	6	/	/	36.66	12.22	48.88	/	/	68.18	41.07	27.11	68.18	State
Grader	/	10A	/	/	38.37	24.50	62.87	/	/	69.88	42.77	27.11	69.88	State
Grade checker	/	11	/	/	48.05	24.70	72.75	/	/	70.12	48.05	24.70	72.75	Federal
Foreman	/	/	/	/	N/A	N/A	N/A	/	/	71.76	44.65	27.11	71.76	State
Notes:														

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$250,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$250,000, if the total project cost is less than \$250,000.  
 Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary. **CONTRACTOR SIGNATURE & DATE:** *Jim Barr* 10/24/22

**Company Name:** Herrack General Engineering

The contractor has to designate the hours and days, if they pick 4-10's each employee has to sign the Election of Scheduled work hours. Once one is picked it is the same for the life of the project.

Nevada Governor's Office of  
**ECONOMIC DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**WAGE COMPARISON WORKSHEET**

**CHECK ONE:**

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- 4 - 10 hour days

Project Name Colorado Street CDGB & Pavement Rehabilitation Project Location Carson City Date 10/24/22

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State (if applies)	Fed	State (if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Mechanic	/	9	/	/	48.05	24.70	72.75	/	/	69.34	48.05	24.70	72.75	Federal
Loader		10		/	38.03	27.79	65.82	/	/	69.69	42.58	27.11	69.69	State
Excavator	/	10A		/	38.37	24.80	63.17	/	/	69.88	42.77	27.11	69.88	State
Backhoe	/	10A		/	38.37	24.80	63.17	/	/	69.88	42.77	27.11	69.88	State
Blade	/	10A		/	38.37	24.80	63.17	/	/	69.88	42.77	27.11	69.88	State
Grade setter	/	11		/	38.18	24.80	62.98	/	/	70.12	42.01	27.11	70.12	State
Trucking "All"		/	/	/	29.45	26.72	56.17	/	/	28.72	29.45	26.72	56.17	Federal

Notes:

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$250,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$250,000, if the total project cost is less than \$250,000.

Note\* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

**CONTRACTOR SIGNATURE & DATE:**

Jaumbaum 10/24/22

**Company Name:** Herbaek General Engineering

Clasasification	Group			Area Zone
	Fed Heavy	Fed Highway	State	
				Fed Heavy/Fed Hwy /State
Flagger				No Zone
General Labor			1	No Zone
Concrete Labor			2	No Zone
Asphalt Shovler			3	No Zone
Asphalt Raker			4	No Zone
Pipelayer			4	No Zone
Hwy Striper				No Zone
Carpenter				No Zone
Truck Driver (Dump)				No Zone
All Other Trucking				No Zone
Skidsteer			3	No Zone
Skip Loader			4	No Zone
Groundman Milling Machine			5	No Zone
Roller(Dirt)			6	No Zone
Broom			6	No Zone
Trench Machine	4		7	No Zone
Paver			8	No Zone
Roller(Asphalt			8	No Zone
Milling Machine			8	No Zone
Loader			10	No Zone
Grader			10A	No Zone
Excavator			10A	No Zone
Backhoe			10A	No Zone
Blade			10A	No Zone
Grade Setter			11	No Zone
Foreman				No Zone
Grade Checker			11	No Zone
Mechanic			9	No Zone

Federal-Hwy Rate			Federal-Heavy Rate			State Rate		
Base Rate	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total
\$ 25.68	\$ 14.77	\$ 40.45	\$ 25.68	\$ 14.77	\$ 40.45	N/A	N/A	\$ 42.66
\$ 28.55	\$ 14.77	\$ 43.32	\$ 28.55	\$ 14.77	\$ 43.32			\$ 45.53
\$ 25.68	\$ 14.77	\$ 43.57	\$ 25.68	\$ 14.77	\$ 43.57			\$ 45.63
\$ 28.80	\$ 14.77	\$ 43.57	\$ 28.80	\$ 14.77	\$ 43.57			\$ 45.78
\$ 29.05	\$ 14.77	\$ 43.82	\$ 29.05	\$ 14.77	\$ 43.82			\$ 46.03
\$ 29.05	\$ 14.77	\$ 43.82	\$ 29.05	\$ 14.77	\$ 43.82			\$ 46.03
\$ 31.30	\$ 14.77	\$ 46.07	N/A	N/A	N/A	N/A	N/A	\$ 48.28
\$ 34.13	\$ 19.53	\$ 53.66	\$ 34.13	\$ 19.53	\$ 53.66			\$ 54.91
\$ 29.45	\$ 26.72	\$ 56.17	\$ 22.28	\$ -	\$ 22.28			\$ 28.72
\$ 29.45	\$ 26.72	\$ 56.17	N/A	N/A	N/A			\$ 28.72
\$ 35.46	\$ 24.80	\$ 60.26	\$ 34.41	\$ -	\$ 34.41			\$ 66.97
N/A	N/A	N/A	N/A	N/A	N/A			\$ 67.71
N/A	N/A	N/A	N/A	N/A	N/A			\$ 68.01
\$ 36.92	\$ 24.80	\$ 61.72	\$ 28.50	\$ 19.69	\$ 48.19			\$ 68.18
N/A	N/A	N/A	\$ 36.66	\$ 12.22	\$ 48.88			\$ 68.18
N/A	N/A	N/A	\$ 44.12	\$ 23.65	\$ 67.77			\$ 68.43
\$ 36.92	\$ 24.80	\$ 61.72	\$ 29.57	\$ -	\$ 29.57			\$ 69.02
\$ 36.92	\$ 24.80	\$ 61.71	\$ 28.50	\$ 19.69	\$ 48.19			\$ 69.02
N/A	N/A	N/A	N/A	N/A	N/A			\$ 69.02
\$ 38.03	\$ 27.79	\$ 65.82	\$ 33.37	\$ 17.25	\$ 50.62			\$ 69.69
\$ 38.37	\$ 24.80	\$ 63.17	\$ 26.77	\$ 9.57	\$ 36.34			\$ 69.88
\$ 38.37	\$ 24.80	\$ 63.17	\$ 32.26	\$ 17.65	\$ 49.91			\$ 69.88
\$ 38.37	\$ 24.80	\$ 63.17	N/A	N/A	N/A			\$ 69.88
\$ 38.37	\$ 24.80	\$ 63.17	\$ 26.77	\$ 9.57	\$ 36.34			\$ 69.88
\$ 38.18	\$ 24.80	\$ 62.98	N/A	N/A	N/A			\$ 70.12
N/A	N/A	N/A	N/A	N/A	N/A			\$ 71.76
\$ 48.05	\$ 24.70	\$ 72.75	N/A	N/A	N/A			\$ 70.12
\$ 48.05	\$ 24.70	\$ 72.75	N/A	N/A	N/A			\$ 69.34

Rate to be Paid			Fed/State
Base Rate	Fringe Benefit	Total	
\$ 31.34	\$ 11.32	\$ 42.66	State
\$ 31.34	\$ 14.19	\$ 45.53	State
\$ 31.44	\$ 14.19	\$ 45.63	State
\$ 31.59	\$ 14.19	\$ 45.78	State
\$ 31.84	\$ 14.19	\$ 46.03	State
\$ 31.84	\$ 14.19	\$ 46.03	State
\$ 32.00	\$ 16.28	\$ 48.28	State
\$ 35.38	\$ 19.53	\$ 54.91	State
\$ 29.45	\$ 26.72	\$ 56.17	Federal
\$ 29.45	\$ 26.72	\$ 56.17	Federal
\$ 39.86	\$ 27.11	\$ 66.97	State
\$ 40.60	\$ 27.11	\$ 67.71	State
\$ 40.90	\$ 27.11	\$ 68.01	State
\$ 41.07	\$ 27.11	\$ 68.18	State
\$ 41.07	\$ 27.11	\$ 68.18	State
\$ 41.32	\$ 27.11	\$ 68.43	State
\$ 41.91	\$ 27.11	\$ 69.02	State
\$ 41.91	\$ 27.11	\$ 69.02	State
\$ 41.91	\$ 27.11	\$ 69.02	State
\$ 42.58	\$ 27.11	\$ 69.69	State
\$ 42.77	\$ 27.11	\$ 69.88	State
\$ 42.77	\$ 27.11	\$ 69.88	State
\$ 42.77	\$ 27.11	\$ 69.88	State
\$ 42.77	\$ 27.11	\$ 69.88	State
\$ 42.77	\$ 27.11	\$ 69.88	State
\$ 43.01	\$ 27.11	\$ 70.12	State
\$ 44.65	\$ 27.11	\$ 71.76	State
\$ 48.05	\$ 24.70	\$ 72.75	Federal
\$ 48.05	\$ 24.70	\$ 72.75	Federal

**Section 3: Estimated Work Force Breakdown**

*To be completed by Contractors during the bidding process:*

1. Contractor name and Address: <b>Herback General Engineering, LLC</b>		2. Dollar Amount of Contract <b>\$3,686,067.65</b>	3. Project Name <b>Colorado Street CDBG &amp; Pavement Rehabilitation Project</b>	
		4. Construction Manager <b>Nicholas Herback</b>	5. Phone number: <b>775-309-9354</b>	
Employment & Training				
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade - Laborer	5	5		
Trade - Operator	5	5		
Trade - Construction manager	1	1		
Trade				
Trade				
Apprenticeship	2		2	
Other (list)				

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968. Please estimate the number of positions needed for the project and the estimated work force breakdown necessary to complete the project. List the number of new hires for each job category that will be employed on this project that are Section 3 residents or low to moderate income persons. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income or very low-income persons, particularly persons who are recipients of HUD assistance for housing. Nothing shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

Dec-10



# GENERAL CONTRACTOR

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

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

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Greg Herback**

\_\_\_\_\_  
Name (please type or print)

 \_\_\_\_\_ **10/24/2022**  
Signature

**Owner/Managing Member**

\_\_\_\_\_  
Title

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY OR  
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

**Herback General Engineering, LLC**

\_\_\_\_\_  
Name of Contractor or Subcontractor

**Greg Herback, Owner/Managing Member**

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

**10/24/2022**  
\_\_\_\_\_  
Date

**COMMUNITY DEVELOPMENT BLOCK GRANT  
CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES**

Herback General Engineering, LLC     Colorado Street CDBG & Pavement Rehabilitation  
Name of Contractor Project Name and Number     **Project P303521001/CC-2023-038**

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
  
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000);
  
- c) No segregated facilities will be maintained.

**Greg Herback, Owner/Managing Member**

Print or type Name & Title of Person Signing

 \_\_\_\_\_ **10/24/2022**  
Signature Date

Directions: This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

Nevada Governor's Office of  
ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT

**CERTIFICATION OF BIDDER/CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

"The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

The Bidder (Contractor) has  has not  participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

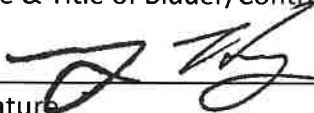
The Bidder (Contractor) has  has not  submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Contractor) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See [www.eeoc.gov](http://www.eeoc.gov) for more information.

**Greg Herback , Owner/Managing Member**

\_\_\_\_\_  
Name & Title of Bidder/Contractor (Please Type)

Signature



**10/24/2022**

\_\_\_\_\_  
Date

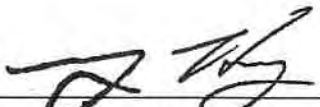
**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR**

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

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

Signature 

Bidder/Main Contractor: Authorized Official  
**Greg Herback, Owner/Managing Member**  
**Herback General Engineering, LLC**

10/24/2022

Date

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:



(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier



subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Supplemental NDOT LPA Requirements

### Supplemental NDOT LPA Requirements (Add to all Sub-Contractor Contracts)

#### **SUBLETTING**

**Subletting of Contract.** Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the City by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

- (a) The type, amount, and price for partial items of work must be clearly indicated.
- (b) Subcontracts with DBE firms must clearly show the type, amount, and agreed price for the work. The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in WAGES AND CONDITIONS OF EMPLOYMENT paragraph pertaining to Title 29, Code of Federal Regulations, Part 1926.

According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

- (a) The City objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
- (b) The substitution is approved by the City and:
  1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
  2. The named subcontractor files for bankruptcy or becomes insolvent; or
  3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time.

Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts. Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

- (a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

- (b) When performed by subcontract, any items that have been selected as “Specialty Items” for the contract will be excluded from amounts applicable to the subcontracted percentage. “Specialty Items” for the contract will be listed as such in the Special Provisions.

The contract amount bid for “Specialty Items” so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

The City and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Local Agency. The Contractor will be held solely responsible for the progress of the work according to the progress required.

## **Insert in each subcontract all of the following contract provisions:**

### *Use (a) through (g) for Federal Funding*

- (a) LABOR PROVISIONS: The “DESIGNATED HOURLY MINIMUM WAGE RATES” supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
- (b) FORM FHWA-1273: The “REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)” AND “APPENDIX A.”
- (c) The “ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.”
- (d) The “STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).”
- (e) The “ADDITIONAL CONTRACT PROVISIONS—SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.”
- (f) The “ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions.”
- (g) The certification on “RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS.”

### *Use (a) and (b) for State Funding*

- (a) LABOR PROVISIONS: The "HOURLY MINIMUM WAGE RATES" as determined by the Labor Commissioner of the State of Nevada.
- (b) The "ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES."

Insert the following statements in each subcontract:

"NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR PROVISIONS"

"In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

*[IF FEDERALLY FUNDED, USE THIS PARAGRAPH]*

"Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation."

*[IF STATE FUNDED, USE THIS PARAGRAPH]*

"Also included, and made part of this subcontract agreement are the necessary Labor Provisions, including the "Prevailing Wages" as determined by the Labor Commissioner of the State of Nevada."

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964," a pertinent portion is as follows:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship."

"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause."

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does

not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities."

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements

exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.”

Also insert in each subcontract agreement, a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. **The contract provisions shall in no instance be incorporated by reference.**

The Contractor shall not terminate a DBE subcontractor (or an approved substitute DBE firm) listed without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE firm. Good cause includes the following circumstances:

1. The listed DBE fails or refuses to execute a written contract.
2. The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
3. The listed DBE fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
4. The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
6. The City has determined the listed DBE is not a responsible contractor.
7. The listed DBE voluntarily withdraws from the project and provides to the Contractor and the Local Agency written notice of its withdrawal.
8. The listed DBE is ineligible to receive DBE credit for the type of work required.
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE after contract award.

The Contractor shall give notice in writing to the DBE and the City of its intent to request to terminate or substitute a DBE, and the reason for the request. The Contractor shall give the DBE 5 days to respond to The Contractor’s notice and advise the City and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, the City may provide a response period shorter than 5 days.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

#### **WAGES AND CONDITIONS OF EMPLOYMENT**

The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the City, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor’s agents. Material sources controlled by the City and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project.

**Laws Cited.** See the provisions and requirements of the following:

- (a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
- (b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.
- (c) Unemployment Compensation Law—NRS Chapter 612.
- (d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
- (e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
- (f) Work Hours Act of 1962.
- (g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.
- (h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

#### **Sub-Contractor Payment B2GNow**

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

#### **ENVIRONMENTAL CONDITIONS:**

**Migratory Birds.** All vegetation/structure removal shall be conducted to avoid impacts to listed migratory birds (50 CFR 10.13), which are protected in Nevada by NAC 503.050, that may be actively utilizing vegetation/structures for nesting. When possible, vegetation/structure removal should not occur during avian breeding season (generally March 1 through July 31). Raptors and owls may begin nesting as early as January. If vegetation/structure removal shall occur during avian breeding season, nesting surveys shall be conducted by a biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. The survey shall be conducted a maximum of 7 days prior to land disturbance. Submit a copy of the biologist's survey report and the biologist's curriculum vitae to the NDOT Engineer, who will provide to the NDOT Environmental Services Division for review.

If nesting sites are found within the project limits, NDOT Environmental Services Division must be contacted through the NDOT Engineer to determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Disturbance shall not occur within the flagged avoidance area while the nest is occupied.

Bird nests containing eggs and/or young shall not be disturbed until after the young have left the nest, including swallows nesting on structures, and bats using structures for roosting. The Contractor may take preventative



measures prior to avian breeding season to ensure that birds do not create nests on structures.

Be responsible for project delays ensuing from a failure to take into account bird nesting season and/or safeguard structures from bird nest construction. Approval shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests. Do not commence vegetation/structure removal until written approval is obtained.

**Bats.** If bats are identified roosting within the construction area, contact the Nevada Department of Wildlife (NDOW) for proper guidance. An avoidance area with a 100' radius must be maintained until formal guidance is received. For information on how to contact NDOW go to: [http://www.ndow.org/Our\\_Agency/Contact\\_Us/](http://www.ndow.org/Our_Agency/Contact_Us/)

**Noxious Weed Management.** If working within NDOT right-of-way, develop and follow a Noxious Weed Management Plan to prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555 (available at [http://agri.nv.gov/Plant/Noxious\\_Weeds/Noxious\\_Weeds\\_Home/](http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_Home/)).

Submit a copy of the Noxious Weed Management Plan to the NDOT Environmental Services Division, through the NDOT Engineer, for review and subsequent approval at the pre-construction conference.

The management plan shall include a physical survey of noxious weeds, mapping of existing noxious weed populations, appropriate eradication/control methods based on weed type, location, applicator certification, monitoring, and retreatment as necessary. Include methods for keeping equipment, personnel, staging areas, construction and excavation sites, and roadways clear of noxious weed plants and seeds. The plan shall also address the treatment of weeds in topsoil salvage material.

Equipment leaving noxious weed infested areas shall be cleaned prior to moving to areas free from noxious weeds. Equipment coming into or leaving the project area shall be cleaned and the cleaning area kept clear of plant material and contaminated dirt to prevent weed spread. The cleaning method shall be as approved.

**Fencing.** Any fencing administered by NDOT which is used to control access to US 50 must be perpetuated. If livestock or 8' wildlife fencing is to be breached, maintain the functionality of the fence to prevent livestock or wildlife from entering NDOT's right-of-way and becoming a safety hazard. All staging areas must be at least 100' away from the terminus of a livestock or 8' wildlife fence as well as any escape features such as 1-way gates or escape ramps.

**Naturally Occurring Asbestos/Erionite.** Any imported earthen material that will be placed on NDOT right-of-way must be evaluated for NOA and erionite as outlined in *Documenting Naturally Occurring Asbestos and Erionite in Import Material from Non-Nevada Department of Transportation Sources for Projects*, most recent edition. A copy of the document may be obtained from the Department's website <https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/environmental-services/environmental-documents-and-projects>

**ACTION CONCRETE, LLC**

COMMUNITY DEVELOPMENT BLOCK GRANT  
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES

Action Concrete, LLC      P303521001 Colorado Street CDBG & Pavement  
Name of Subcontractor      Project Name and Number      Rehabilitation Project

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000)
- c) No segregated facilities will be maintained.

MIKE NATERA PROJECT MANAGER / ESTIMATOR

Print or type Name & Title of Person Signing

Mike Natera

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

"The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has  has not [ ] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has  has not [ ] submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See www.eeoc.gov for more details.

Action Concrete, LLC 5257 BRANO AVE. Ste 1
Name & Address of Subcontractor (Please Type) RENO, NV 89506

Signature [Handwritten Signature]

Date 10/24/2022

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**LOBBYING ASSURANCES - SUBCONTRACTOR**

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

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) 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.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the 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 failure.

Signature   
Subcontractor: Authorized Official

10/24/2022  
Date

# SUB-CONTRACTOR

## 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.

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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.

Mike NATERA

Name (please type or print)

Mike Natera

Signature

PROJECT MANAGER / ESTIMATOR

Title

# **INTERMOUNTAIN SLURRY SEAL**

COMMUNITY DEVELOPMENT BLOCK GRANT  
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES

Intermountain Slurry Seal, Inc.

Name of Subcontractor Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000)
- c) No segregated facilities will be maintained.

  
Joshua R. Bowen, VP & Assistant Secretary  
Print or type Name & Title of Person Signing



## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

#### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

#### CERTIFICATION

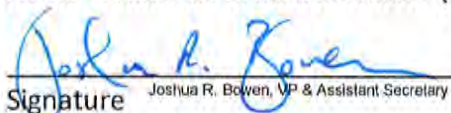
"The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has has not  participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has  has not  submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract." See [www.eeoc.gov](http://www.eeoc.gov) for more details.

Intermountain Slurry Seal, Inc. 1120 Terminal Way, Reno, NV 89502  
Name & Address of Subcontractor (Please Type)

  
Signature Joshua R. Bowen, VP & Assistant Secretary

October 25, 2022

Date

## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

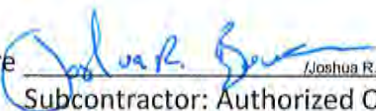
### LOBBYING ASSURANCES - SUBCONTRACTOR

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

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) 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.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the 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 failure.

Signature



Subcontractor: Authorized Official

Joshua R. Bowen, VP & Assistant Secretary

October 25, 2022

Date

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

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(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.

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Wesly Sosa

\_\_\_\_\_  
Name (please type or print)

  
\_\_\_\_\_  
Signature

10/22/2022

\_\_\_\_\_  
Title

# PAVEMENT RECYCLING SYSTEMS



## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

#### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

#### CERTIFICATION

“The Subcontractor shall complete the following statement by checking the appropriate boxes.

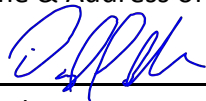
The Subcontractor has  has not  participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has  has not  submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See [www.eeoc.gov](http://www.eeoc.gov) for more details.

#### Pavement Recycling Systems

Name & Address of Subcontractor (Please Type)

  
\_\_\_\_\_  
Signature

10/24/2022

\_\_\_\_\_  
Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**LOBBYING ASSURANCES - SUBCONTRACTOR**

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

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contact, grant, loan, or cooperative agreement.
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Signature   
Subcontractor: Authorized Official

10/24/2022  
Date

# SUB-CONTRACTOR

Exhibit B

## 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.

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Daryl Pollak

\_\_\_\_\_  
Name (please type or print)

  
\_\_\_\_\_  
Signature

Project Manager

\_\_\_\_\_  
Title





Exhibit B

# HERBACK GENERAL ENGINEERING, LLC

Unique Entity ID <b>DKEDXW1LK5P3</b>	CAGE / NCAGE <b>36FA3</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 25, 2023</b>	
Physical Address <b>2531 Nowlin RD Minden, Nevada 89423-8903 United States</b>	Mailing Address <b>2531 Nowlin Road Minden, Nevada 89423-8903 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>www.herback.net</b>

## Registration Dates

Activation Date <b>Feb 25, 2022</b>	Submission Date <b>Feb 23, 2022</b>	Initial Registration Date <b>Feb 15, 2005</b>
--	--	--

## Entity Dates

Entity Start Date <b>May 1, 2003</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Other</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types****Exhibit B****SBA Certified Hub Zone Firm**Entrance Date: **Sep 26, 2013**Exit Date: **(blank)**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**Accepts Credit Card Payments  
**No**Debt Subject To Offset  
**No**EFT Indicator  
**0000**CAGE Code  
**36FA3****Points of Contact****Electronic Business**♀  
**Debra McCarran, Controller****2531 Nowlin Road  
Minden, Nevada 89423  
United States**

MICHELLE TAYLOR

2531 Nowlin Road  
Minden, Nevada 89423  
United States**Government Business**♀  
**GREG C HERBACK****2531 Nowlin Road  
Minden, Nevada 89423  
United States**

MICHELLE TAYLOR

2531 Nowlin Road  
Minden, Nevada 89423  
United States**Past Performance**♀  
**GREG HERBACK****2531 Nowlin Road  
Minden, Nevada 89423  
United States**

MICHELLE TAYLOR

2531 Nowlin Road  
Minden, Nevada 89423  
United States**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>212319</b>	<b>Other Crushed And Broken Stone Mining And Quarrying</b>
	<b>212321</b>	<b>Construction Sand And Gravel Mining</b>
	<b>236210</b>	<b>Industrial Building Construction</b>
	<b>237110</b>	<b>Water And Sewer Line And Related Structures Construction</b>
	<b>237130</b>	<b>Power And Communication Line And Related Structures Construction</b>
	<b>237210</b>	<b>Land Subdivision</b>
	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>238910</b>	<b>Site Preparation Contractors</b>
	<b>562212</b>	<b>Solid Waste Landfill</b>
	<b>562991</b>	<b>Septic Tank And Related Services</b>
	<b>812930</b>	<b>Parking Lots And Garages</b>

Exhibit B

**Product and Service Codes**

PSC	PSC Name
Y1BD	Construction Of Airport Runways And Taxiways
Y1EZ	Construction Of Other Industrial Buildings
Y1JZ	Construction Of Miscellaneous Buildings
Y1KF	Construction Of Dredging Facilities
Y1LA	Construction Of Airport Service Roads
Y1LC	Construction Of Tunnels And Subsurface Structures
Y1LZ	Construction Of Parking Facilities
Z200	Repair Or Alteration Of Structures And Facilities
Z2BD	Repair Or Alteration Of Airport Runways And Taxiways
Z2EB	Repair Or Alteration Of Maintenance Buildings
Z2EZ	Repair Or Alteration Of Other Industrial Buildings
Z2FB	Repair Or Alteration Of Recreational Buildings
Z2JZ	Repair Or Alteration Of Miscellaneous Buildings
Z2KA	Repair Or Alteration Of Dams
Z2KB	Repair Or Alteration Of Canals
Z2KF	Repair Or Alteration Of Dredging Facilities
Z2LA	Repair Or Alteration Of Airport Service Roads
Z2LB	Repair Or Alteration Of Highways, Roads, Streets, Bridges, And Railways
Z2LC	Repair Or Alteration Of Tunnels And Subsurface Structures
Z2LZ	Repair Or Alteration Of Parking Facilities
Z2ND	Repair Or Alteration Of Sewage And Waste Facilities
Z2NE	Repair Or Alteration Of Water Supply Facilities
Z2PD	Repair Or Alteration Of Waste Treatment And Storage Facilities

**Disaster Response**

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Arizona	(blank)	(blank)
California		
Nevada		



Exhibit B

# INTERMOUNTAIN SLURRY SEAL, INC.

Unique Entity ID <b>H26MCJZ8V743</b>	CAGE / NCAGE <b>1UZJ5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jun 14, 2023</b>	
Physical Address <b>1000 North Warm Springs Salt Lake City, Utah 84116-2321 United States</b>	Mailing Address <b>PO Box 50085 Watsonville, California 95077-5085 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Utah 02</b>	State / Country of Incorporation <b>Wyoming / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Jun 16, 2022</b>	Submission Date <b>Jun 14, 2022</b>	Initial Registration Date <b>Aug 16, 2001</b>
--	--	--

## Entity Dates

Entity Start Date <b>Apr 23, 1982</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>319B4</b>	Legal Business Name <b>GRANITE CONSTRUCTION INCORPORATED</b>
----------------------	---

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

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## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

**Exhibit B**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments **No** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **1UZJ5**

**Points of Contact**

**Electronic Business**

♀ **Isabel Barron** **585 West Beach Street**  
**Watsonville, California 95076**  
**United States**

NINA NICKELS 701 E Main ST  
Lewisville, Texas 75057  
United States

**Government Business**

♀ **Ashley Stinson** **585 West Beach Street**  
**Watsonville, California 95076**  
**United States**

**Past Performance**

♀ **ASHLEY STINSON** **585 West Beach Street**  
**Watsonville, California 95076**  
**United States**

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
<b>(blank)</b>	<b>(blank)</b>

States	Counties	Metropolitan Statistical Areas
<b>Any</b>	<b>(blank)</b>	<b>(blank)</b>



Exhibit B

# PAVEMENT RECYCLING SYSTEMS, INC.

Unique Entity ID <b>XMNGDHN7MPT3</b>	CAGE / NCAGE <b>5SFB5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 26, 2023</b>	
Physical Address <b>10240 San Sevaine WAY Jurupa Valley, California 91752-1100 United States</b>	Mailing Address <b>10240 San Sevaine WAY Mira Loma, California 91752-1100 United States</b>	

## Business Information

Doing Business as <b>PRSI</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>California 41</b>	State / Country of Incorporation <b>California / United States</b>	URL <b>http://www.pavementrecycling.com</b>

## Registration Dates

Activation Date <b>Dec 28, 2021</b>	Submission Date <b>Dec 27, 2021</b>	Initial Registration Date <b>Nov 2, 2009</b>
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## Entity Dates

Entity Start Date <b>Mar 30, 1989</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types****Exhibit B**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>5SFB5</b>
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**Points of Contact****Electronic Business**

☒ <b>Stephen J Concannon, President</b>	<b>10240 San Sevaine WAY Jurupa Valley, California 91752 United States</b>
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Nathan Beyler, Treasurer	10240 San Sevaine WAY Jurupa Valley, California 91752 United States
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**Government Business**

☒ <b>Stephen J Concannon, President</b>	<b>10240 San Sevaine WAY Jurupa Valley, California 91752 United States</b>
--	--

Donald Sante, Senior Estimator	10240 San Sevaine WAY Jurupa Valley, California 91752 United States
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**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>238910</b>	<b>Site Preparation Contractors</b>
	<b>238990</b>	<b>All Other Specialty Trade Contractors</b>
	<b>324121</b>	<b>Asphalt Paving Mixture And Block Manufacturing</b>
	<b>488119</b>	<b>Other Airport Operations</b>
	<b>561990</b>	<b>All Other Support Services</b>
	<b>562910</b>	<b>Remediation Services</b>

**Product and Service Codes**

PSC	PSC Name
<b>5420</b>	<b>Bridges, Fixed And Floating</b>
<b>F021</b>	<b>Natural Resources/Conservation- Site Preparation</b>
<b>Y1LB</b>	<b>Construction Of Highways, Roads, Streets, Bridges, And Railways</b>
<b>Z1LB</b>	<b>Maintenance Of Highways, Roads, Streets, Bridges, And Railways</b>
<b>Z1QA</b>	<b>Maintenance Of Restoration Of Real Property (Public Or Private)</b>
<b>Z2LB</b>	<b>Repair Or Alteration Of Highways, Roads, Streets, Bridges, And Railways</b>

**Disaster Response**

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	<b>(blank)</b>

## Exhibit B

States  
**California**

Counties  
**(blank)**

Metropolitan Statistical Areas  
**(blank)**



**BID # 23300216 Colorado Street CDBG and Pavement Reconstruction Project****Date and Time of Bid Opening: 10/24/2022 @ 11:30am**

Line #	Description	QTY	UOM	Herback General Engineering		Sierra Nevada Construction, Inc.		Aspen Developers Corp		Spanish Springs Construction, Inc.	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Schedule A: Base Bid Items										
1.1	Mobilization/Demobilization	1	LS	\$180,000.00	\$180,000.00	\$250,000.00	\$250,000.00	\$191,806.10	\$191,806.10	\$111,362.35	\$111,362.35
1.2	Traffic Control	1	LS	\$272,130.00	\$272,130.00	\$90,609.20	\$90,609.20	\$400,000.00	\$400,000.00	\$365,000.00	\$365,000.00
1.3	Stormwater Pollution Prevention	1	LS	\$61,160.00	\$61,160.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$33,900.00	\$33,900.00
1.4	Surveying and Record Drawings	1	LS	\$21,520.00	\$21,520.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$36,000.00	\$36,000.00
1.5	Pulverize Existing AC Pavement and Base Material (9" Depth)	5446	SF	\$1.25	\$6,807.50	\$1.00	\$5,446.00	\$1.10	\$5,990.60	\$4.25	\$23,145.50
1.6	Pulverize Existing AC Pavement and Base Material (10" Depth)	2E+05	SF	\$0.85	\$162,866.80	\$1.40	\$268,251.20	\$1.15	\$220,349.20	\$1.40	\$268,251.20
1.7	Remove PCC Sidewalk/Curb Ramp	4740	SF	\$2.95	\$13,983.00	\$3.00	\$14,220.00	\$5.00	\$23,700.00	\$5.00	\$23,700.00
1.8	Remove PCC Driveway	975	SF	\$2.95	\$2,876.25	\$4.00	\$3,900.00	\$5.00	\$4,875.00	\$6.75	\$6,581.25
1.9	Remove PCC Curb & Gutter	1076	LF	\$7.15	\$7,693.40	\$9.00	\$9,684.00	\$10.00	\$10,760.00	\$21.40	\$23,026.40
1.10	Remove PCC Spandrel/Valley Gutter	823	SF	\$2.95	\$2,427.85	\$4.50	\$3,703.50	\$5.00	\$4,115.00	\$7.90	\$6,501.70
1.11	Remove Water Meter Box and Cover	18	EA	\$175.00	\$3,150.00	\$525.00	\$9,450.00	\$1,000.00	\$18,000.00	\$2,080.00	\$37,440.00
1.12	Remove Fire Hydrant Assembly	4	EA	\$688.00	\$2,752.00	\$950.00	\$3,800.00	\$1,000.00	\$4,000.00	\$2,365.00	\$9,460.00
1.13	Remove Catch Basin	10	EA	\$874.00	\$8,740.00	\$400.00	\$4,000.00	\$1,000.00	\$10,000.00	\$2,000.00	\$20,000.00
1.14	Remove and Salvage Delineators	3	EA	\$37.50	\$112.50	\$250.00	\$750.00	\$100.00	\$300.00	\$70.00	\$210.00
1.15	Remove and Salvage/Return Sign Panel Only to City	2	EA	\$37.50	\$75.00	\$500.00	\$1,000.00	\$100.00	\$200.00	\$106.00	\$212.00
1.16	Remove and Salvage/Return Sign and Post to City	2	EA	\$110.00	\$220.00	\$500.00	\$1,000.00	\$100.00	\$200.00	\$237.00	\$474.00
1.17	Remove and Salvage/Return Fence and Posts to Homeowner	39	LF	\$6.80	\$265.20	\$30.00	\$1,170.00	\$20.00	\$780.00	\$33.00	\$1,287.00
1.18	Remove and Salvage/Return Wood Curb to Homeowner	50	LF	\$10.50	\$525.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$48.00	\$2,400.00
1.19	Remove and Replace Keystone Wall	26	LF	\$237.00	\$6,162.00	\$225.00	\$5,850.00	\$200.00	\$5,200.00	\$300.00	\$7,800.00
1.20	Remove and Relocate Water Meter	3	EA	\$550.00	\$1,650.00	\$2,850.00	\$8,550.00	\$2,800.00	\$8,400.00	\$3,310.00	\$9,930.00
1.21	Remove and Relocate Mailbox	3	EA	\$169.00	\$507.00	\$725.00	\$2,175.00	\$450.00	\$1,350.00	\$250.00	\$750.00
1.22	Remove and Relocate Fence and Posts	87	LF	\$33.50	\$2,914.50	\$65.00	\$5,655.00	\$40.00	\$3,480.00	\$270.00	\$23,490.00
1.23	Remove and Relocated Sign and Post	14	EA	\$313.00	\$4,382.00	\$415.00	\$5,810.00	\$450.00	\$6,300.00	\$190.00	\$2,660.00
1.24	Adjust Manhole Frame and Cover to Finish Grade	17	EA	\$960.00	\$16,320.00	\$2,000.00	\$34,000.00	\$1,200.00	\$20,400.00	\$1,875.00	\$31,875.00
1.25	Adjust Water Valve Box and Lid to Finish Grade	8	EA	\$577.00	\$4,616.00	\$1,150.00	\$9,200.00	\$900.00	\$7,200.00	\$1,250.00	\$10,000.00
1.26	Adjust Sprinkler Irrigation	1	LS	\$14,590.00	\$14,590.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$19,175.00	\$19,175.00
1.27	Tree Protection and Root Mitigation	1	LS	\$14,590.00	\$14,590.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
1.28	Landscape Removal/Trimming/Restoration	1	LS	\$26,140.00	\$26,140.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$43,335.00	\$43,335.00
1.29	Protection/Re-Establishment of Survey Control Monuments	1	LS	\$12,160.00	\$12,160.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$19,300.00	\$19,300.00
1.30	Obliterate Existing Striping/Pavement Legend	1	LS	\$14,590.00	\$14,590.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00

1.31	Install 8" PVC Water Main	3116	LF	\$209.00	\$651,244.00	\$280.00	\$872,480.00	\$270.00	\$841,320.00	\$293.00	\$912,988.00
1.32	Install 8" Gate Valve	27	EA	\$2,950.00	\$79,650.00	\$3,800.00	\$102,600.00	\$4,500.00	\$121,500.00	\$3,840.00	\$103,680.00
1.33	Install 8" Blind Flange	11	EA	\$553.00	\$6,083.00	\$1,200.00	\$13,200.00	\$1,500.00	\$16,500.00	\$975.00	\$10,725.00
1.34	Install 6" PVC Water Main	129	LF	\$435.00	\$56,115.00	\$800.00	\$103,200.00	\$350.00	\$45,150.00	\$888.00	\$114,552.00
1.35	Install 6" Gate Valve	11	EA	\$3,245.00	\$35,695.00	\$4,200.00	\$46,200.00	\$5,000.00	\$55,000.00	\$4,215.00	\$46,365.00
1.36	Install Line Location Box	14	EA	\$827.00	\$11,578.00	\$800.00	\$11,200.00	\$800.00	\$11,200.00	\$1,115.00	\$15,610.00
1.37	Install 1" Water Service w/ 1" Single Meter Set	34	EA	\$3,310.00	\$112,540.00	\$5,800.00	\$197,200.00	\$6,300.00	\$214,200.00	\$9,400.00	\$319,600.00
1.38	Install 2" Water Service w/ 1" Dual Meter Set	1	EA	\$4,595.00	\$4,595.00	\$7,600.00	\$7,600.00	\$9,000.00	\$9,000.00	\$14,800.00	\$14,800.00
1.39	Install Water Meter Box and Cover	18	EA	\$1,705.00	\$30,690.00	\$1,850.00	\$33,300.00	\$2,300.00	\$41,400.00	\$4,140.00	\$74,520.00
1.40	Install Fire Hydrant Assembly	5	EA	\$14,690.00	\$73,450.00	\$18,000.00	\$90,000.00	\$15,500.00	\$77,500.00	\$20,200.00	\$101,000.00
1.41	Install 6" Hydrant PVC Water Line to Existing Hydrant	42	LF	\$256.00	\$10,752.00	\$165.00	\$6,930.00	\$350.00	\$14,700.00	\$214.00	\$8,988.00
1.42	Install 6" Hydrant Gate Valve at Existing Hydrant	2	EA	\$4,420.00	\$8,840.00	\$4,600.00	\$9,200.00	\$6,000.00	\$12,000.00	\$6,130.00	\$12,260.00
1.43	Install 3/4" Air Release Valve Assembly	3	EA	\$3,610.00	\$10,830.00	\$8,800.00	\$26,400.00	\$6,500.00	\$19,500.00	\$12,065.00	\$36,195.00
1.44	Construct Water Main Lowering/Raising	5	EA	\$7,320.00	\$36,600.00	\$15,000.00	\$75,000.00	\$14,000.00	\$70,000.00	\$11,065.00	\$55,325.00
1.45	Cap and Slurry Fill Existing 6" and 12" Water Main	3327	LF	\$53.50	\$177,994.50	\$22.00	\$73,194.00	\$14.00	\$46,578.00	\$15.00	\$49,905.00
1.46	Abandon Existing Water Valve	21	EA	\$1,020.00	\$21,420.00	\$1,000.00	\$21,000.00	\$400.00	\$8,400.00	\$300.00	\$6,300.00
1.47	Modify Existing Manhole	1	EA	\$2,520.00	\$2,520.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,050.00	\$2,050.00
1.48	Install Catch Basin Type 4-R	10	EA	\$2,960.00	\$29,600.00	\$6,500.00	\$65,000.00	\$7,000.00	\$70,000.00	\$4,575.00	\$45,750.00
1.49	Install 12" PVC Stormdrain Pipe	4	LF	\$417.00	\$1,668.00	\$800.00	\$3,200.00	\$600.00	\$2,400.00	\$755.00	\$3,020.00
1.50	Install Rip-Rap Dissipator over Non-Woven Geotextile Fabric	108	SF	\$9.30	\$1,004.40	\$20.00	\$2,160.00	\$20.00	\$2,160.00	\$56.00	\$6,048.00
1.51	Roadbed Modification (6" Depth at 4% Cement)	2E+05	SF	\$1.00	\$197,626.00	\$1.10	\$217,388.60	\$1.15	\$227,269.90	\$1.40	\$276,676.40
1.52	Construct 3" Plantmix Bituminous Pavement, Type 2 PG64-28NV	7599	SF	\$2.65	\$20,137.35	\$2.50	\$18,997.50	\$3.00	\$22,797.00	\$4.50	\$34,195.50
1.53	Construct 4" Plantmix Bituminous Pavement, Type 2 PG64-28NV	2E+05	SF	\$3.95	\$750,606.65	\$3.35	\$636,590.45	\$3.90	\$741,105.30	\$4.30	\$817,116.10
1.54	Construct PCC Sidewalk Type A	5894	SF	\$18.45	\$108,744.30	\$18.00	\$106,092.00	\$17.00	\$100,198.00	\$17.60	\$103,734.40
1.55	Construct PCC Curb Ramp	4435	SF	\$23.50	\$104,222.50	\$30.00	\$133,050.00	\$30.00	\$133,050.00	\$27.00	\$119,745.00
1.56	Construct PCC Driveway Apron	2470	SF	\$18.75	\$46,312.50	\$22.00	\$54,340.00	\$22.00	\$54,340.00	\$23.50	\$58,045.00
1.57	Construct PCC Driveway Transition	493	SF	\$17.75	\$8,750.75	\$30.00	\$14,790.00	\$30.00	\$14,790.00	\$25.00	\$12,325.00
1.58	Construct PCC Curb & Gutter Type 1	1220	LF	\$59.00	\$71,980.00	\$60.00	\$73,200.00	\$60.00	\$73,200.00	\$83.00	\$101,260.00
1.59	Construct PCC Curb & Gutter Transition	23	LF	\$96.00	\$2,208.00	\$70.00	\$1,610.00	\$60.00	\$1,380.00	\$260.00	\$5,980.00
1.60	Construct PCC Glue Down Curb Type A	416	LF	\$59.45	\$24,731.20	\$25.00	\$10,400.00	\$46.00	\$19,136.00	\$20.00	\$8,320.00
1.61	Construct PCC Spandrel/Valley Gutter	1552	SF	\$20.00	\$31,040.00	\$28.00	\$43,456.00	\$30.00	\$46,560.00	\$25.00	\$38,800.00
1.62	Construct PCC Patterned Median Cover Material	1323	SF	\$23.15	\$30,627.45	\$24.00	\$31,752.00	\$30.00	\$39,690.00	\$19.00	\$25,137.00
1.63	Construct Ramped Median Island Nose	196	SF	\$24.00	\$4,704.00	\$40.00	\$7,840.00	\$50.00	\$9,800.00	\$36.00	\$7,056.00
1.64	Install Landscape Rock	340	SF	\$14.50	\$4,930.00	\$16.50	\$5,610.00	\$5.00	\$1,700.00	\$18.00	\$6,120.00
1.65	Install Sign and Post	10	EA	\$817.00	\$8,170.00	\$750.00	\$7,500.00	\$800.00	\$8,000.00	\$840.00	\$8,400.00
1.66	Install Sign and Post w/ Breakaway Base	8	EA	\$934.00	\$7,472.00	\$780.00	\$6,240.00	\$830.00	\$6,640.00	\$960.00	\$7,680.00
1.67	Install Sign Panel Only	3	EA	\$408.00	\$1,224.00	\$225.00	\$675.00	\$240.00	\$720.00	\$420.00	\$1,260.00
1.68	Install Type 2 Object Marker	8	EA	\$175.00	\$1,400.00	\$195.00	\$1,560.00	\$200.00	\$1,600.00	\$180.00	\$1,440.00

1.69	Install 36" Tall Flexible Yellow Channelizer Post	39	EA	\$175.00	\$6,825.00	\$220.00	\$8,580.00	\$230.00	\$8,970.00	\$180.00	\$7,020.00
1.70	Paint 4" White Solid Stripe	4092	LF	\$0.60	\$2,455.20	\$0.40	\$1,636.80	\$0.50	\$2,046.00	\$0.60	\$2,455.20
1.71	Paint 4" White Dotted Stripe	87	LF	\$0.45	\$39.15	\$0.35	\$30.45	\$0.50	\$43.50	\$0.50	\$43.50
1.72	Paint 6" White Solid Stripe	7366	LF	\$0.65	\$4,787.90	\$0.55	\$4,051.30	\$0.60	\$4,419.60	\$0.65	\$4,787.90
1.73	Paint 6" White Dotted Stripe	1224	LF	\$0.50	\$612.00	\$0.55	\$673.20	\$0.60	\$734.40	\$0.55	\$673.20
1.74	Paint 8" White Solid Stripe	94	LF	\$0.70	\$65.80	\$1.10	\$103.40	\$1.20	\$112.80	\$0.70	\$65.80
1.75	Paint 24" White Stop Bar	330	LF	\$5.25	\$1,732.50	\$4.20	\$1,386.00	\$5.00	\$1,650.00	\$5.50	\$1,815.00
1.76	Paint 24" White Crosswalk Marking	860	LF	\$4.65	\$3,999.00	\$4.20	\$3,612.00	\$5.00	\$4,300.00	\$4.80	\$4,128.00
1.77	Paint White Turn Arrow	17	EA	\$146.00	\$2,482.00	\$45.00	\$765.00	\$50.00	\$850.00	\$150.00	\$2,550.00
1.78	Paint White Bike Lane Symbol	13	EA	\$146.00	\$1,898.00	\$165.00	\$2,145.00	\$200.00	\$2,600.00	\$150.00	\$1,950.00
1.79	Paint White Yield Bar	64	EA	\$41.00	\$2,624.00	\$16.50	\$1,056.00	\$17.50	\$1,120.00	\$42.00	\$2,688.00
1.80	Paint 4" Double Yellow Solid-Broken Stripe	4044	LF	\$0.50	\$2,022.00	\$0.55	\$2,224.20	\$0.60	\$2,426.40	\$0.55	\$2,224.20
1.81	Paint 4" Double Yellow Solid Stripe	190	LF	\$0.70	\$133.00	\$1.60	\$304.00	\$2.10	\$399.00	\$0.70	\$133.00
1.82	Paint Yellow Solid Curb with Glass Beads	476	SF	\$2.90	\$1,380.40	\$1.95	\$928.20	\$2.10	\$999.60	\$3.00	\$1,428.00
1.83	Paint Red Solid Curb	566	SF	\$2.35	\$1,330.10	\$2.00	\$1,132.00	\$2.10	\$1,188.60	\$2.40	\$1,358.40
<b>Total Price</b>				<b>\$3,686,067.65</b>		<b>\$3,968,007.00</b>		<b>\$4,247,000.00</b>		<b>\$4,749,358.00</b>	

**Carson City is recommending award to Herback General Engineering, LLC and is tentatively scheduled for approval and award at the November 9, 2022 Regional Transportation Commission meeting.**

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** November 3, 2022  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** October 24, 2022  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of September 2022**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	85.5	318
Pot Holes Repaired	0	0

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	38	75
Tree Removal	0	2
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	4,570

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	23	89
Curb & Gutter (linear feet)	84	480
Sidewalk & Flat Work (sq/ft)	1,076	3,246
Wheel Chair Ramps	0	0
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	460
Shoulder Work on Asphalt Roads (feet)	0	0
Debris Cleaned	0	0

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	2000	2,860
Lineal foot of ditch cleared	1,500	2,204
Pipe Hydro Flushed (linear feet)	0	0

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	1263	2,538
Material Picked Up (yards)	218	584
City Parking Lots Swept	18	28

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	29	78

Bins Hauled for Sweeping Operation (yards)	34	75
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	12
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	48	90
Signs Replaced	12	50
Sign Post Replaced	6	18
Signs Refurbished/Replaced due to Graffiti Damage	12	14
Delineators Replaced	16	24
Cross Walks Painted	27	140
Stop Bars Painted	27	114
Yield Bars Painted	6	65
Right Arrows Painted	4	16
Left Arrows Painted	30	75
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	23	59
Curb Painted (linear feet)	1601	2416

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	149	149
Material removed from S/D system	3.5	3.5
Wind	0	0



# Project Status Report

6-C

## Carson City Regional Transportation Commission Capital Project Information

Meeting Date: November 9, 2022

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Bryan Byrne, Transportation Engineer

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

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$93,917	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$254,358	3
P303519009 - Roop Street Rehabilitation Project	\$107,762	4
P303520001 - FY 2020 District 2 Long Street Project	\$2,812,241	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$1,461,070	6
P303521001 - Colorado Street CDBG Pavement Project	\$138,855	7
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$1,173,782	8
P303521008 - District 3 E. 5th Street Reconstruction Project	\$299,130	9
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$445,380	10
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$419,234	11
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$530,385	12
P751021001 - East William Complete Streets Project	\$612,196	13
P303522005 - DMV Multi-Use Path Project	\$23,530	14
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$104,187	15
P303523001 - Desatoya ADA Improvements CDBG	\$8,609	16
P303523003 - District 5 – Medical Parkway Preservation Project	\$0	17
P303523004 - District 5 – Mountain Street Preservation Project	\$0	18
	<b>\$8,484,637</b>	

\*As of October 27, 2022; includes design, construction management, and construction costs to date.

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

<b>Project Cost to Date</b>	\$93,917	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	Yes	\$1,618,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

**Project Description**

**Project Length** 2.3 miles of multi-use path.

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

**Project Justification**

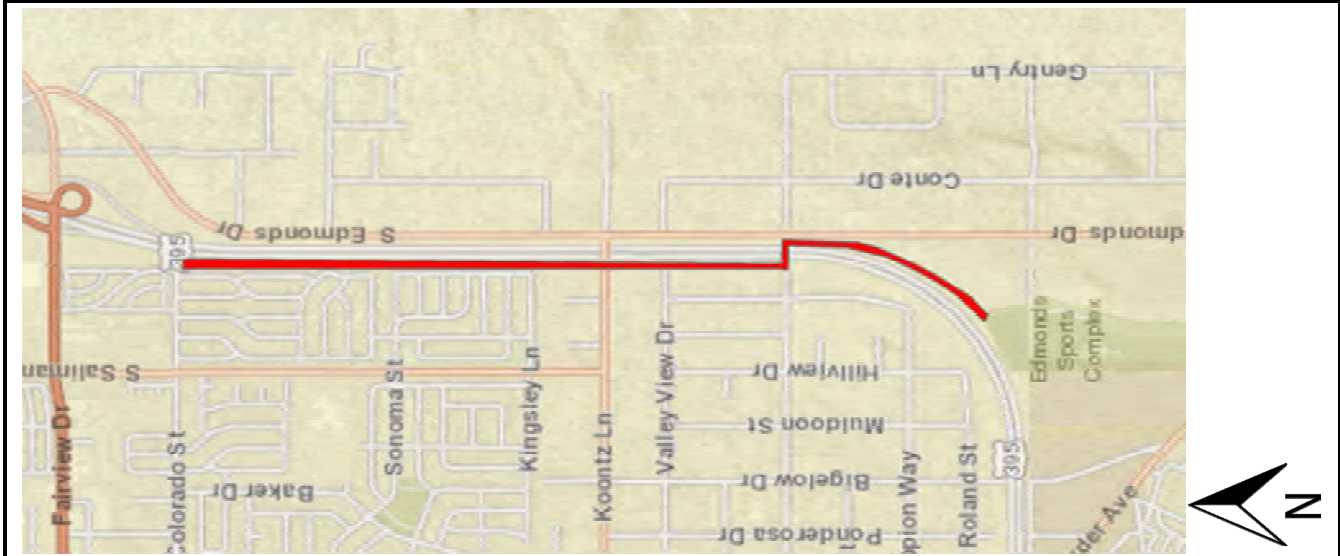
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

This project has completed and submitted the 100% plans and bid documents to NDOT for final review. The project can go out to bid once the notice from FHWA is given. Construction is anticipated to start in 2023.

**Project Schedule**

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





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

Project Cost to Date	\$254,358	As of Date	Grant Funded	Total Budget
		November 1, 2022	Yes	\$5,367,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
5053705	507010	Stormwater Drainage	FY21	\$35,400
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500

**Project Description**

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

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

**Project Justification**

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

**Project Status**

Construction is complete and Carson City has accepted the project. The team is working to closeout the Grant.

**Project Schedule**

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



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

Project Cost to Date	\$107,762	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$1,201,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
2503035	507010	RT Fund	FY21	\$95,000

**Project Description**

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

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

**Project Justification**

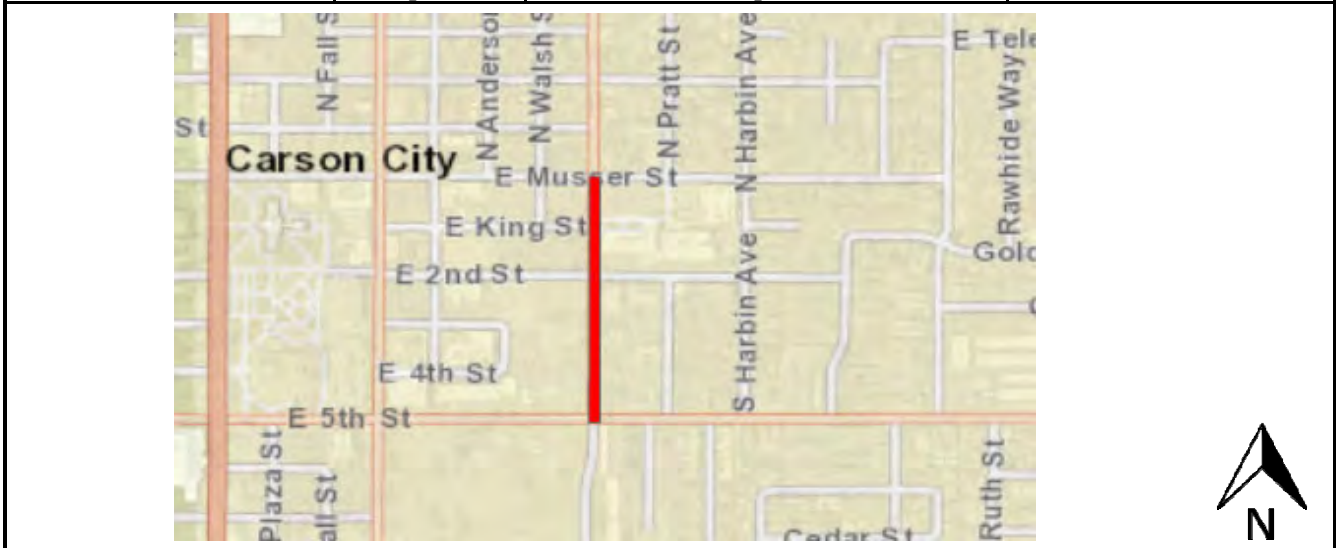
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

**Project Status**

The design has been completed. This project is anticipated to be bid next month. Additional funding is likely required. Construction planned for 2023.

**Project Schedule**

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



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

Project Cost to Date	\$2,812,241	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$3,204,750
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5053705	507010	Stormwater Drainage	FY22	\$400,000
5203505	507010	Water Fund	FY20	\$898,305
5203505	507010	Water Fund	FY21	\$486,892
5103205	507010	Wastewater Utility Fund	FY20	\$207,540
5103205	507010	Wastewater Utility Fund	FY21	\$520,351

**Project Description**

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

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

**Project Justification**

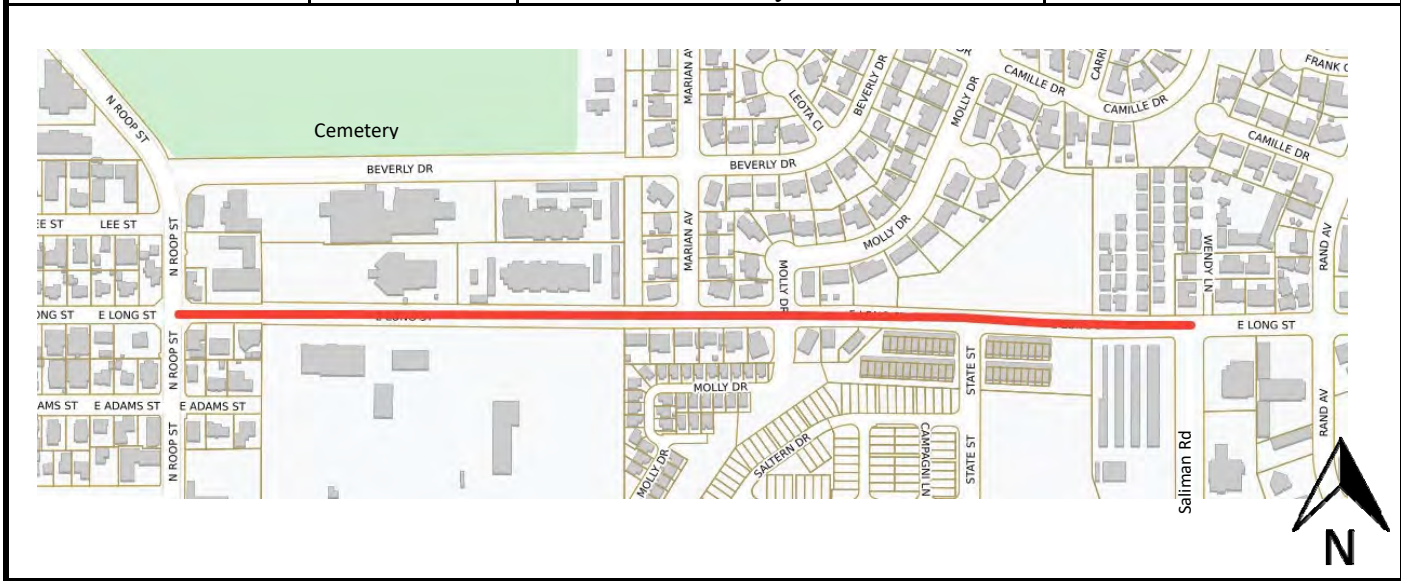
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes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

**Project Status**

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

**Project Schedule**

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



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

Project Cost to Date	\$1,461,070	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$3,123,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,230,504
5203505	507010	Waterline Replace/Rehab	FY21	\$817,905

**Project Description**

**Project Length** 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.

The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

**Project Justification**

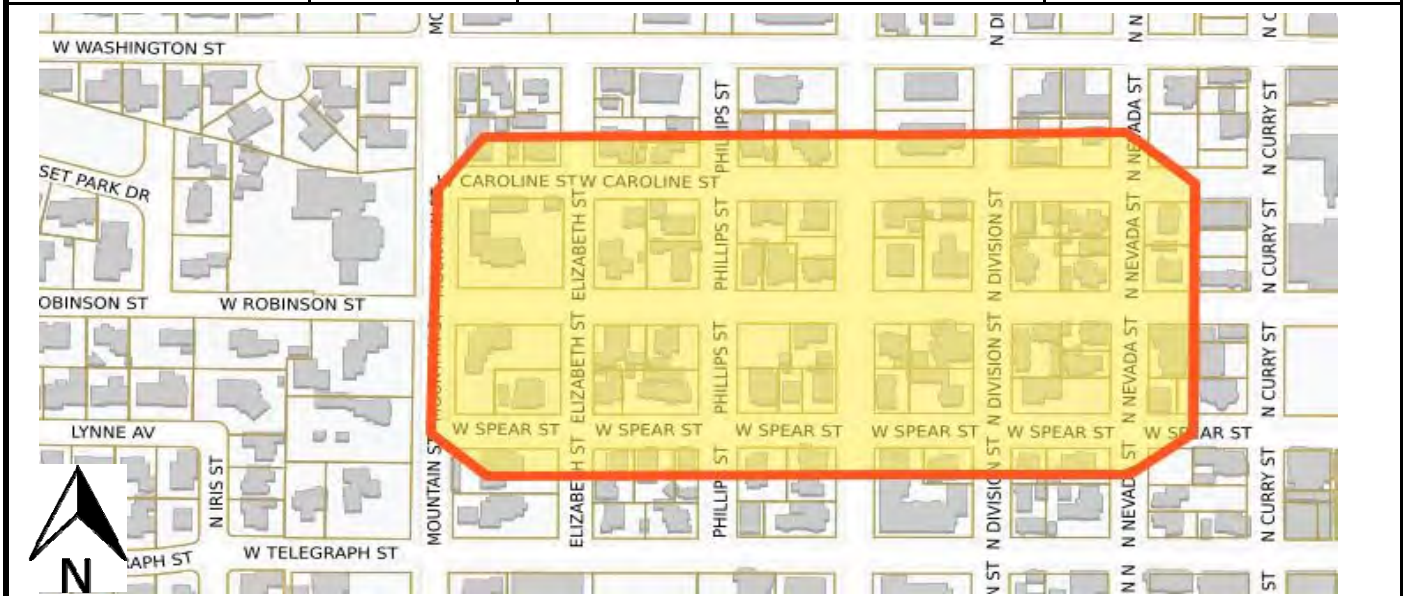
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

**Project Status**

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

**Project Schedule**

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





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

Project Cost to Date	\$1,173,782	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$1,313,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 21	\$820,000
5053705	507010	Stormwater Drainage	FY 22	\$194,000
5103205	507010	Waste Water Fund	FY 21	\$299,000

**Project Description**

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

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

**Project Justification**

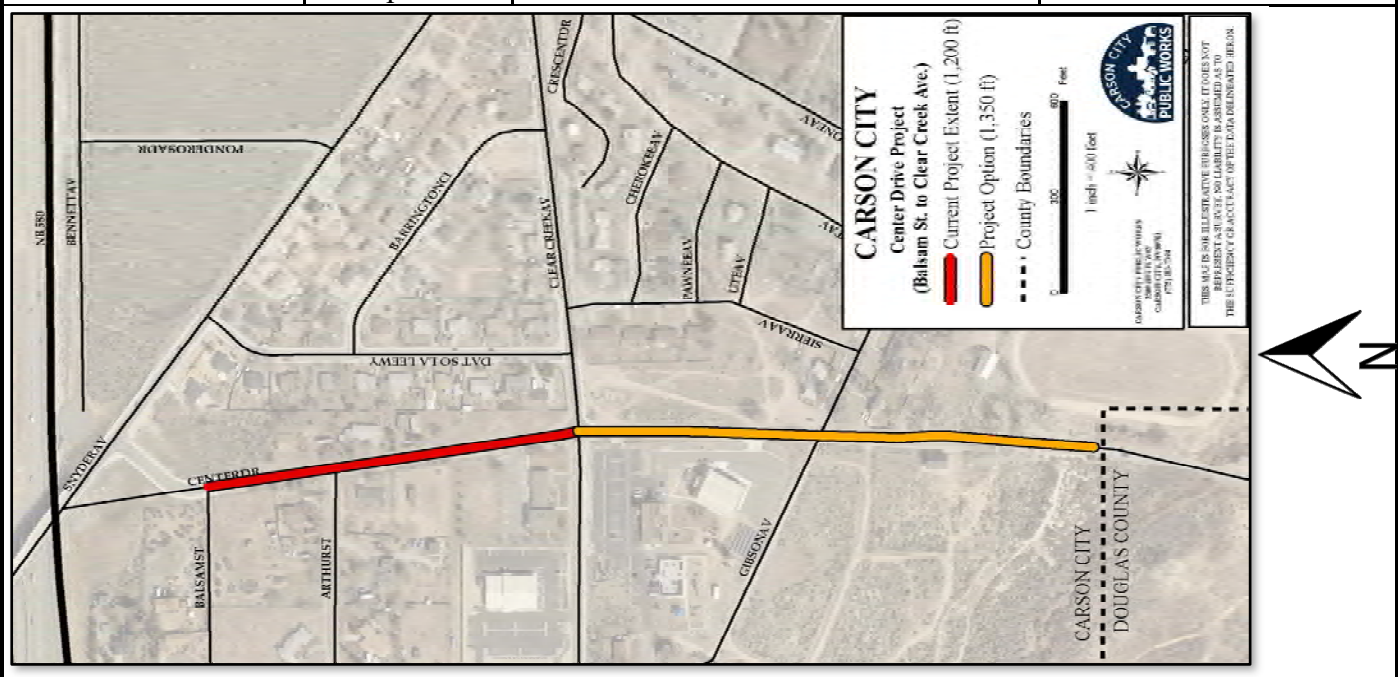
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are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

**Project Status**

The project is complete and is being closed out. This project will be removed from the project status report.

**Project Schedule**

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



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

<b>Project Cost to Date</b>	\$299,130	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	Yes	\$3,495,200
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$2,366,000
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$375,000

**Project Description**

**Project Length** | 1.2 Miles

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

**Project Justification**

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

**Project Status**

The project is working on a 60% design for the roundabout and other portions of the project. Staff are working to complete a noise study required as part of the Project's Environmental Review. Final design of the project is expected July of 2023.

**Project Schedule**

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



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

<b>Project Cost to Date</b>	\$445,380	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	No	\$491,074
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$491,074

**Project Description**

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

**Project Justification**

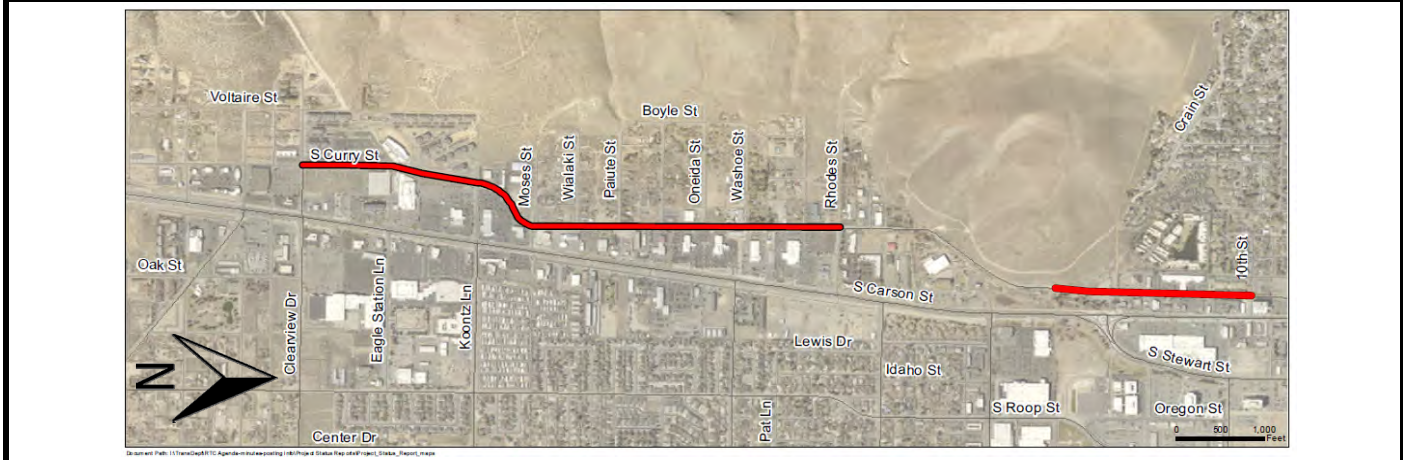
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the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

**Project Status**

The project is complete and is being closed out. This project will be removed from the project status report.

**Project Schedule**

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





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

<b>Project Cost to Date</b>	\$419,234	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	No	\$420,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$420,000

**Project Description**

**Project Length** | 0.88 miles of slurry seal and ADA upgrades

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

**Project Justification**

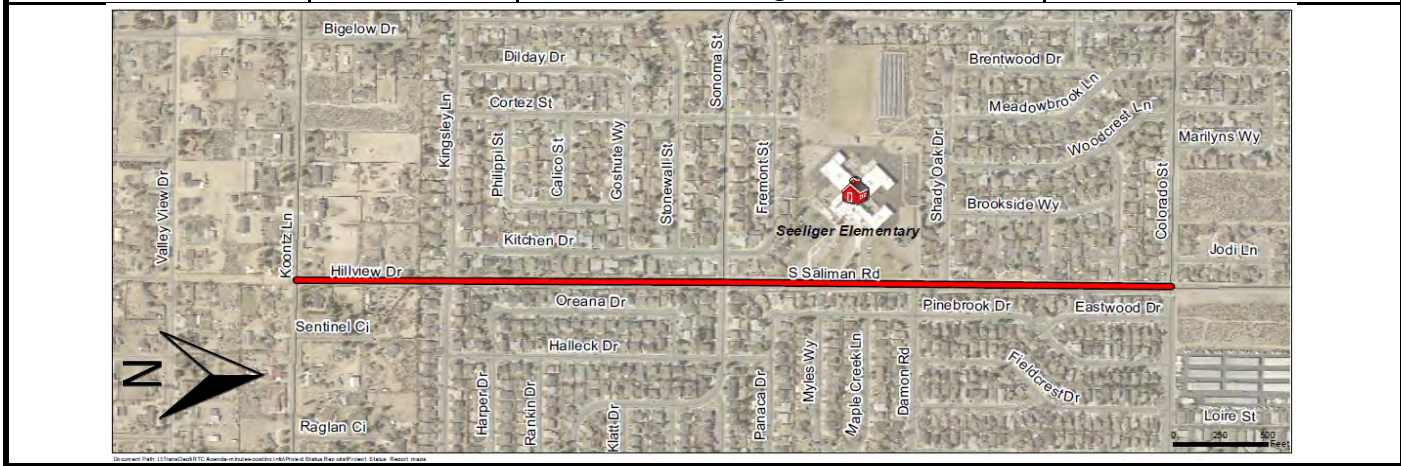
Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and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

**Project Status**

The project is complete and is being closed out. This project will be removed from the project status report.

**Project Schedule**

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



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

<b>Project Cost to Date</b>	\$530,385	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	No	\$650,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$588,000
5053705	507010	Stormwater Drainage	FY 22	\$62,000

**Project Description**

**Project Length** | 0.87 miles of slurry seal.

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

**Project Justification**

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

**Project Status**

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

**Project Schedule**

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



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

Project Cost to Date	\$612,196	As of Date	Grant Funded	Total Budget
		November 1, 2022	Yes	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
2503035	507010	RT Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$4,459,260
6037510	507010	Redevelopment Capital	FY 22/23	\$385,000
		Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$5,155,787

**Project Description**

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

**Project Justification**

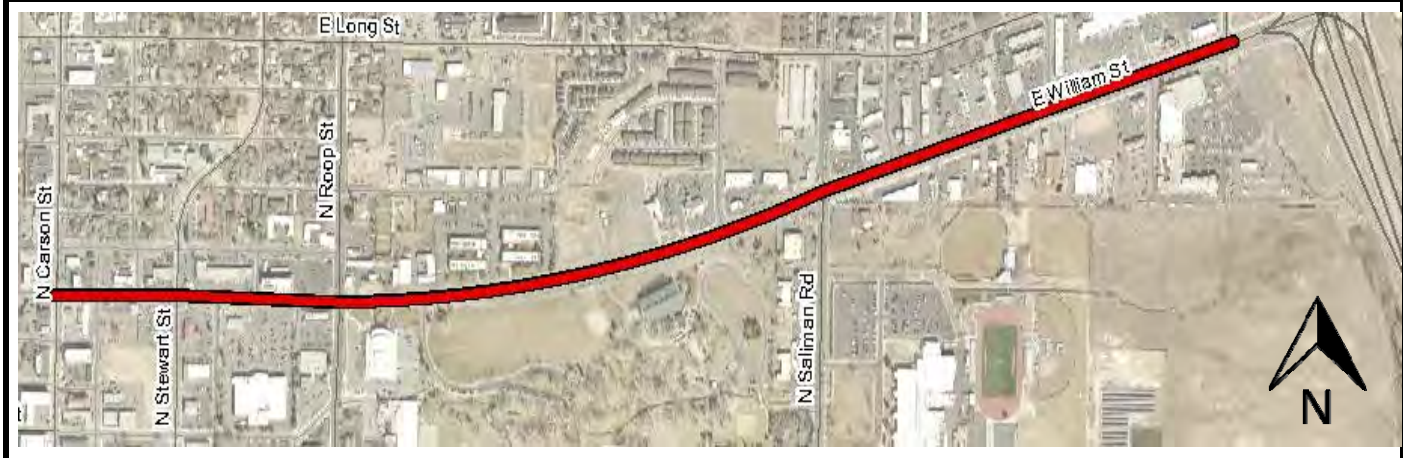
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian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

**Project Status**

The Consultant is developing the 60% design plans. Environmental studies are in progress and right-of-way needs are being identified. The project team recently presented the 30% design concepts to the RACC, RTC, and BOS. Future presentations are planned for this winter.

**Project Schedule**

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



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

<b>Project Cost to Date</b>	\$23,530	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		November 1, 2022	Yes	\$1,630,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal-TAP)	FY 22	\$1,548,500

**Project Description**

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

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

**Project Justification**

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

**Project Status**

The project is continuing with development of 60% design plans. The project Final design is expected to be completed in Summer 2023 with construction outlined for spring/summer of 2024.

**Project Schedule**

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



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

Project Cost to Date	\$104,187	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$378,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22	\$100,000
2503082	475100	Developer Contribution	FY 22	\$220,800

**Project Description**

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

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

**Project Justification**

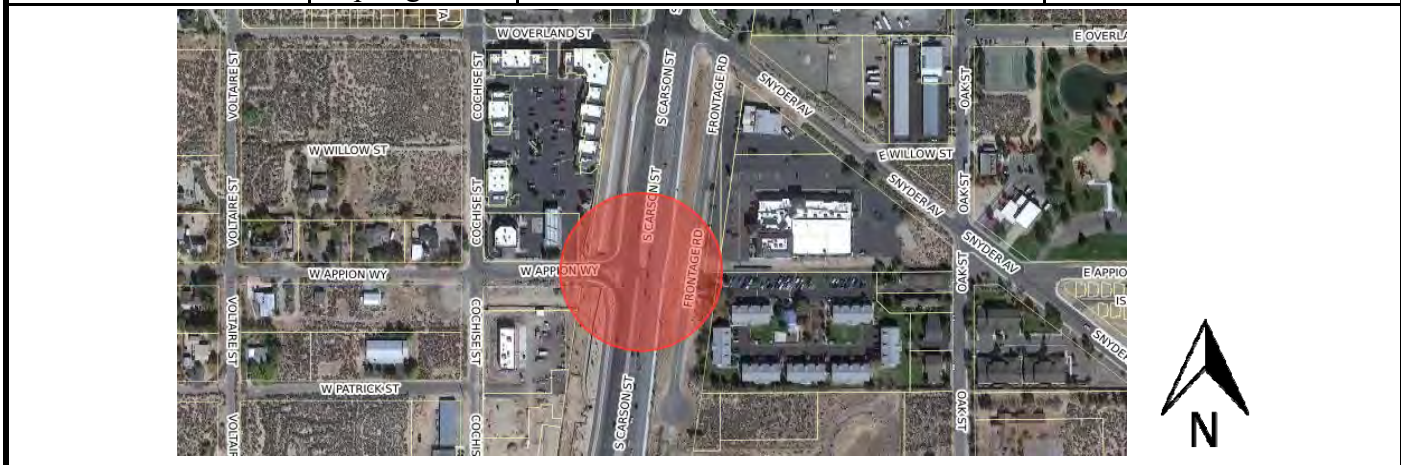
Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson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

**Project Status**

The Consultant is working on addressing City comments from 50% design submittal. Coordination continues with NDOT along with the subsurface utility investigations. Design is expected to be completed by the end of calendar year 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Dec-22	NA
Construction	Spring 2024	Fall 2024	TBD



**Project Name:** Desatoya ADA Improvements CDBG  
**Project Number:** P303523001  
**Department Lead:** Public Works

Project Cost to Date	\$8,609	As of Date	Grant Funded	Total Budget
		November 1, 2022	Yes	\$330,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	RT Fund (Federal-CDBG)	FY 23	\$330,000

**Project Description**

**Project Length** | Two intersections

Project improvements include replacing existing and reconstructing new pedestrian curb ramps to be ADA compliant, replacing substandard or hazardous sidewalks, ensuring pedestrian landing areas are ADA compliant, enhancing crosswalk safety at intersections, and associated roadway pavement and drainage replacement as needed in areas where curb and sidewalk are being reconstructed. Improvements are at the intersections of La Loma Drive, and Monte Rosa Drive.

**Project Justification**

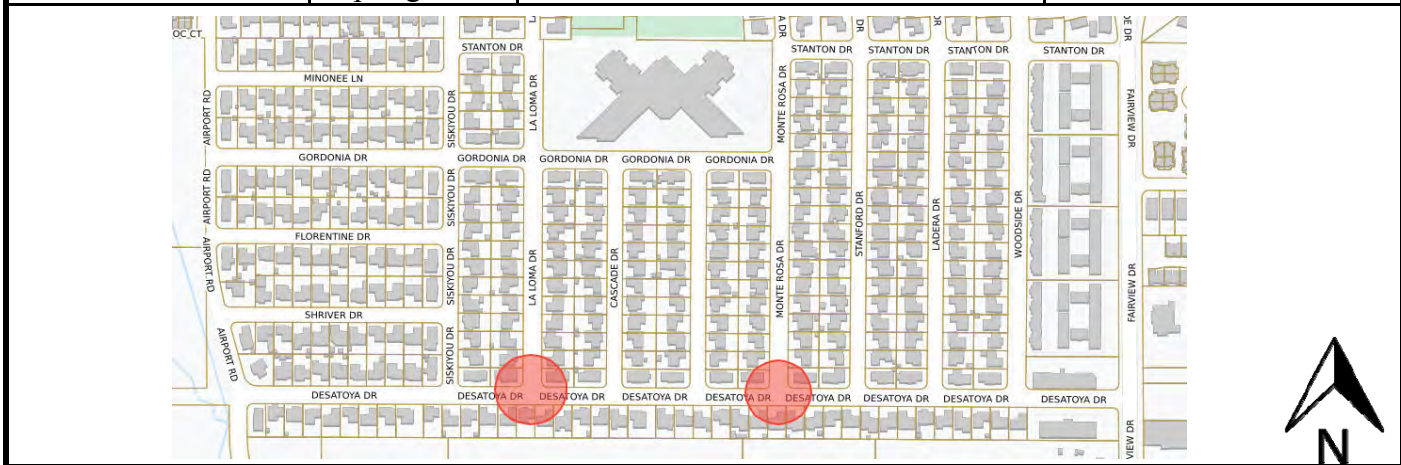
Improvements in this area would improve pedestrian safety for children and families walking to and from nearby schools and commercial areas. Desatoya Drive is utilized by children accessing Empire Elementary School and Eagle Valley Middle School. The road was identified in the 2020 Safe Routes to School Master Plan as one of several projects aimed at enhancing safety and connectivity for students.

**Project Status**

Staff have completed 60% design plans. Design completion is expected to be completed early 2023 with bidding in February 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Feb-23	N/A
Construction	Spring 2023	Fall 2023	N/A



**Project Name:** District 5 – Medical Parkway Preservation Project  
**Project Number:** P303523003  
**Department Lead:** Public Works

Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		November 1, 2022	No	\$670,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY23	\$420,000
2750600	507010	ARPA	FY23	\$250,000

**Project Description**

**Project Length** | 1.4 miles of slurry seal

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Medical Parkway between Carson Street and the end of Medical Parkway loop. It also includes some curb ramps modifications, pavement patching, and striping.

**Project Justification**

Medical Parkway provides access to the Carson Tahoe Hospital and commercial areas. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway which provides the primary access to several medical facilities.

**Project Status**

Staff have completed 60% design plans. Design completion is expected to be completed early 2023 with bidding in February 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Jan-23	N/A
Construction	Spring 2023	Fall 2023	N/A



**Project Name:** District 5 – Mountain Street Preservation Project  
**Project Number:** P303523004  
**Department Lead:** Public Works

Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		November 1, 2022	Yes	\$500,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$500,000

**Project Description**

**Project Length** | 1.1 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Mountain Street between King Street and Winnie Lane. It also includes ADA upgrades to several curb ramps along Mountain Road near Fritsch Elementary School and Bordewich Bray. Other items of work include pavement patching, and striping.

**Project Justification**

Mountain Street provides access to residential areas, Carson Middle School, Bordewich Bray, and Fritsch Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

**Project Status**

Staff have completed 60% design plans and are currently being reviewed. Design completion is expected to be completed early 2023 with bidding in February 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Feb-23	N/A
Construction	Spring 2023	Fall 2023	N/A

