CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF THE MEETING OF THE
BOARD OF SUPERVISORS

Day: Thursday
Date: November 5, 2026
Time: Beginning at 8:30 am
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, NV 89701

AGENDA

NOTICE TO THE PUBLIC:
Members of the public who wish to view the meeting may watch the livestream of the Board of Supervisors meeting at www.carsoncity.gov/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: publiccomment@carsoncity.gov. 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 - Board of Supervisors

2. Roll Call

3. Invocation - Pastor Pat Propster, Calvary Chapel

4. Pledge of Allegiance

5. Public Comment:**
The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

6. For Possible Action: Approval of Minutes

6.a October 1, 2026
Click Here for Staff Report

Consent Agenda

All matters listed under the consent agenda are considered routine and may be acted upon by the Board

of Supervisors with one action and without an extensive hearing. Any member of the Board may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Mayor, or the Mayor Pro-Tem, retains discretion in deciding whether or not an item will be pulled off the consent agenda.

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7. City Manager

7.a For Possible Action: Discussion and possible action regarding a proposed extension to a previously approved legal services engagement with Anthony Law Ltd. for the ongoing provision of ordinance drafting services to assist in the preparation, revision and codification of the Carson City Municipal Code ("CCMC"), at the annual rate of $135,000 to be paid in monthly installments of $11,250 from November 2026 to June 2027 for a total amount in the first 8 months of the extension not to exceed $90,000 and then at the annual rate of $150,000 to be paid in monthly installments of $12,500 from July 2027 to June 2028 for the second year of the extension, for a total aggregate amount not to exceed $240,000 for the full term of the extension. (Stephanie Hicks, shicks@carsoncity.gov)
Click Here for Staff Report

7.b For Possible Action: Discussion and possible action regarding the proposed appointment of Thomas Miller as the Acting Chief of the Department of Alternative Sentencing ("DAS"), effective November 5, 2026, until the appointment of a new Chief of DAS by the Board of Supervisors. (Glen Martel, gmartel@carsoncity.gov)
Click Here for Staff Report

7.c For Possible Action: Discussion and possible action regarding a proposed extension to a legal services engagement with Mark J. Ricciardi of Fisher & Phillips LLP, previously approved under the discretionary authority of the City Manager, for the ongoing representation of the City throughout the fact-finding process of collective bargaining with the Deputy Sheriffs and Wildland Firefighters employee organizations, at an hourly rate not to exceed $650, plus costs for travel, mileage, courier services, express delivery, computer-aided legal research and similar items connected with the legal representation, for a total amount not to exceed $100,000 for the full term of the extension. (Stephanie Hicks, shicks@carson.org)
Click Here for Staff Report

8. Finance

8.a For Possible Action: Discussion and possible action regarding approval of completed remediation plans and removal of the audit findings from the Audit Findings Tracking Summary Report. (Sheri Russell-Benabou, srussell@carsoncity.gov)
Click Here for Staff Report

8.b For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through October 23, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)
Click Here for Staff Report

9. Purchasing and Contracts

9.a For Possible Action: Discussion and possible action regarding (1) a determination that D&D Roofing and Sheet Metal, Inc. ("D&D") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338, and whether to award Contract No. 27300209 ("Contract") to D&D for the Community Center Roofing Project ("Project") for a total amount of $1,801,643, which consists of $1,593,423 for the base bid and $208,220 for the bid alternate item; (2) authorization of a 10 percent contingency amount of $180,164.30 for a total not to exceed Contract amount of $1,981,807.30; and (3) authorization for the Public Works Director to expend the contingency, if necessary. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)
Click Here for Staff Report

9.b For Possible Action: Discussion and possible action regarding (1) a determination that Simerson Construction LLC ("Simerson") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338, and whether to award Contract No. 27300210 ("Contract") to Simerson for the Aquatic Facility Attic Moisture Damage Repair Project ("Project") for a total amount of $269,000; (2) authorization of a 10 percent contingency amount of $26,900 for a total not to exceed Contract amount of $295,900; and (3) authorization for the Public Works Director to expend the contingency, if necessary. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)
Click Here for Staff Report

10. Sheriff

10.a For Possible Action: Discussion and possible action regarding authorization for the Carson City Sheriff, or his designee, to accept a federal grant award in the amount of $450,000 with no match requirement on behalf of Carson City for the implementation of rapid DNA testing technology, and to execute all documents necessary for the acceptance and administration of the grant in accordance with applicable federal, state and local requirements. (Ken Furlong, kfurlong@carsoncity.gov and Brett Bindley bbindley@carsoncity.gov)
Click Here for Staff Report

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

11. Item(s) pulled from the Consent Agenda will be heard at this time.

12. Community and Economic Development

12.a For Possible Action: Discussion and possible action regarding an application (AB-2026-0174) from CC Nevada, LLC ("Applicant") for the abandonment of a 78,359-square-foot drainage and public utility easement bisecting the parcel located at 801 N. Lompa Lane, Assessor's Parcel Number ("APN") 010-741-06. (Heather Ferris, hferris@carsoncity.gov)
Click Here for Staff Report

12.b For Possible Action: Discussion and possible action regarding a request from the Carson City Community and Economic Development Department ("Applicant") for a

two-year extension of time (SUB-2026-0183) for the approved tentative subdivision map (TSM-18-154) known as the Plateau Subdivision, on property zoned Single-Family 6,000 ("SF6"), located at the eastern terminus of Homestead Lane and Alluvial Road, Assessor's Parcel Number ("APN") 008-522-34. (Heather Ferris, hferris@carsoncity.gov)
Click Here for Staff Report

13. Board of Supervisors

Non-Action Items:
City Manager Update
Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

14. Public Comment:**

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

15. For Possible Action: To Adjourn

Closed Non-Meeting to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

PUBLIC COMMENT LIMITATIONS - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, 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 is not subject to the 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, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by

commenting on any agendized item.

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 the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Alexis Philippi aphilippi@carsoncity.gov or call (775) 887-2100. This agenda and backup information are available on the City's website at www.carsoncity.gov/granicus and at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
City Hall 201 North Carson Street
Community Center 851 East William Street
www.carsoncity.gov/granicus
http://notice.nv.gov

STAFF REPORT

Report To: **Meeting Date:** November 5, 2026

Staff Contact:

Agenda Title: October 1, 2026

Agenda Action: Formal Action / Motion **Time Requested:**

Proposed Motion
I move to approve the minutes for October 1, 2026.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
10-1-2026 Draft Minutes (BOS).pdf

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

_____
(Vote Recorded By)

A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, October 1, 2026 in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:
Mayor Lori Bagwell
Supervisor Stacey Giomi, Ward 1
Supervisor Maurice White, Ward 2
Supervisor Curtis Horton, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:
Glen Martel, City Manager
Stephanie Hicks, Deputy City Manager
Scott Hoen, Clerk-Recorder
Dan Yu, Assistant District Attorney
Briana Munoz, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the Board'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 meeting minutes are available for review at: https://www.carsoncity.gov/government/city-meetings.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

(8:30:14) – Mayor Bagwell called the meeting to order at 8:30 a.m. Mr. Hoen called roll and noted the presence of a quorum. Pastor Ken Haskins of First Christian Church delivered the invocation. Assistant Sheriff Daniel Gonzales led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:32:15) – Mayor Bagwell entertained public comments. Deni French

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

6.a SEPTEMBER 3, 2026

(8:37:18) – Mayor Bagwell introduced the item and entertained comments and/or corrections on the minutes. When none were forthcoming, she entertained a motion.

(8:37:28) – MOTION: Supervisor Giomi moved to approve the minutes of the August 6, 2026, Carson City Board of Supervisors meeting as presented. The motion was seconded by Supervisor Schuette and carried 5-0-0.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, White, Horton, Schuette, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

CONSENT AGENDA

(8:37:42) – Mayor Bagwell introduced the Consent Agenda and entertained items that the Board wished to pull, when none were forthcoming, she entertained a motion.

(9:01:21) – MOTION: Supervisor Giomi moved to approve the Consent Agenda consisting of items 7.a, 8.a, 9.a, 10.a, 11.a, 11.b, 11.c, and 11.d. The motion was seconded by Supervisor White and carried 5-0-0.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, White, Horton, Schuette, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

7. AIRPORT

7.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED LEASE ASSIGNMENT TO AADF LEGACY AIRBASE, INC. ("LEGACY AIRBASE") PURSUANT TO AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND LANDLORD'S CONSENT ("ASSIGNMENT") OF AN EXISTING CARSON CITY AIRPORT LEASE AGREEMENT, DATED APRIL 16, 2014, RECORDED IN THE OFFICE OF THE CLERK-RECORDER ON JUNE 4, 2014, AS DOC. NO. 444890, AND EXTENDED FOR A 10-YEAR TERM BY A FIRST AMENDMENT TO CARSON CITY AIRPORT LEASE AGREEMENT ON NOVEMBER 7, 2024, RECORDED IN THE OFFICE OF THE CLERK-RECORDER THE SAME DAY AS DOC. NO. 550860 ("LEASE"), BETWEEN CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY ("CCAA"), TOGETHER AS LANDLORD ("LANDLORD"), AND CACTUS AIR FORCE, LLC ("CACTUS") FOR PROPERTY LOCATED AT THE CARSON CITY AIRPORT, ASSESSOR'S PARCEL NUMBER ("APN") 005-011-89 ("PROPERTY").

8. CITY MANAGER

8.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE ISSUANCE OF A REVISED NOTICE OF TERMINATION TO SUPERSEDE A PREVIOUSLY ISSUED

NOTICE OF LEASE TERMINATION AND TO EXTEND THE DATE BY WHICH VITALITY UNLIMITED, A NONPROFIT NEVADA CORPORATION ("VITALITY"), MUST VACATE THE BUILDING LOCATED ON 900 EAST LONG STREET, ASSESSOR'S PARCEL NUMBER 002-121-19 ("PREMISES"), FROM DECEMBER 31, 2026, TO FEBRUARY 19, 2027.

9. FINANCE

9.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH SEPTEMBER 18, 2026, PER NEVADA REVISED STATUTES ("NRS") 251.030 AND 354.290.

10. HEALTH AND HUMAN SERVICES

10.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) THE DEOBLIGATION OF $27,000 IN NEVADA CHILDHOOD LEAD POISONING PREVENTION PROGRAM ("NVCLPPP") GRANT FUNDS AWARDED TO CARSON CITY THROUGH A GRANT AGREEMENT WITH THE NEVADA SYSTEM OF HIGHER EDUCATION, BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV"), RESULTING IN A NEW AWARD AMOUNT NOT TO EXCEED $130,000, AND (2) AUTHORIZATION FOR THE MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO EFFECTUATE THE $27,000 DEOBLIGATION.

11. LIBRARY

11.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED RATIFICATION OF AMENDMENT NO. 3 ("AMENDMENT") TO CONTRACT NO. 1415-047 ("CONTRACT") WITH BANK OF AMERICA, N.A. ("B OF A") FOR PURCHASING CARD SERVICES ("P-CARD") WITH THE AMENDMENT EXTENDING THE CONTRACT FOR A PERIOD OF 90 DAYS TO ALLOW THE PARTIES TIME TO NEGOTIATE A NEW AGREEMENT AND ESTABLISHING THE USE OF B OF A'S CURRENT FORM OF CORPORATE CARD SERVICES AGREEMENT IF A NEW AGREEMENT IS NOT EXECUTED UPON THE EXPIRATION OF THE 90-DAY PERIOD UNDER THE AMENDMENT.

11.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED CONTRACT WITH HS GOVTECH FOR THE INITIAL SET UP AND ANNUAL LICENSES, MAINTENANCE AND SUPPORT FOR A CASE MANAGEMENT SOFTWARE PROGRAM TO BE USED BY THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS"), ENVIRONMENTAL HEALTH DIVISION, FOR AN AMOUNT NOT TO EXCEED $131,893.70 FOR A 5-YEAR TERM.

11.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN INTERLOCAL FORENSIC SUPPORT SERVICES AGREEMENT BETWEEN WASHOE COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND CARSON CITY ON BEHALF OF THE CARSON CITY SHERIFF'S OFFICE, FOR AN AMOUNT NOT TO EXCEED $183,227,

RETROACTIVELY EFFECTIVE JULY 1, 2026, THROUGH JUNE 30, 2027, AND AUTHORIZATION FOR THE SHERIFF TO EXECUTE THE AGREEMENT.

11.d FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 27300226 FOR JUSTIN E. OAKES, ESQ. TO SERVE AS APPOINTED CONFLICT COUNSEL FOR INDIGENT DEFENDANTS FOR A TERM BEGINNING NOVEMBER 1, 2026, AND ENDING JUNE 30, 2029, FOR A TOTAL AMOUNT NOT TO EXCEED $794,172.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

12. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME.

13. CITY MANAGER

13.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF ONE MEMBER TO THE LIBRARY BOARD OF TRUSTEES TO FILL A VACATED SEAT FOR THE REMAINDER OF THE TERM EXPIRING IN JUNE 2028.

(8:37:59) – Mayor Bagwell introduced the item. Supervisor Schuette read into the record a prepared disclosure pertaining to item 13.a, advised of no disqualifying conflict of interest, and stated that she would be participating and voting on the matter.

(8:39:27) – Mayor Bagwell explained the interview process to each of the applicants, who were interviewed in the following order: Dan Fuller and Nicole Clinger-Mobley. The interviews may be viewed on the City's website at: https://carsoncity.granicus.com/player/clip/2943?meta_id=166763. Applications are available online as attachments to the Staff Report and are incorporated into the record. Each Board member asked the applicants the same questions. At the conclusion of the interviews, Mayor Bagwell thanked the applicants and entertained Board discussion. The Board expressed strong support for both candidates and agreed to appoint Ms. Clinger-Mobley while encouraging Mr. Fuller to stay involved and reapply for future opportunities.

(9:09:29) – MOTION: Supervisor Giomi moved to appoint Nicole Klinger-Mobley for a term on the Library Board expiring in June of 2028. The motion was seconded by Supervisor Schuette and carried 5-0-0.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, White, Horton, Schuette, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

13.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON A PRESENTATION OF THE FISCAL YEAR ("FY") 2026 STRATEGIC PLAN ANNUAL REPORT ("ANNUAL REPORT"), WHICH SUMMARIZES VARIOUS STRATEGIC TACTICS OF THE CITY PREVIOUSLY ESTABLISHED TO MEET OPERATIONAL OBJECTIVES AND CORRESPONDING PERFORMANCE MEASURES, AND THE PROPOSED CLOSURE AND REMOVAL OF ANY TACTICS IN THE CARSON CITY FY 2022-2026 STRATEGIC PLAN ("STRATEGIC PLAN") THAT ARE DETERMINED NOT TO BE NECESSARY.

(9:10:22) – Mayor Bagwell introduced the item. Deputy City Manager Stephanie Hicks referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background.

(9:16:31) – Supervisor White recommended carrying the Library space and services assessment into the next strategic plan, including identifying funding for expansion. Ms. Hicks agreed to incorporate potential additional Library space into the next strategic plan.

(9:18:12) – Supervisor Giomi emphasized maintaining the goal of making City contracts publicly accessible to support transparency and internal efficiency. Ms. Hicks explained that contract publication required a document management system due to existing network security limitations and proposed including the system in the next strategic plan. Supervisor Giomi encouraged staff to explore technical solutions for publishing contracts and improving electronic records access.

(9:21:58) – Mayor Bagwell supported improving public and internal contract access, including tracking amendments, and recommended evaluating whether the Granicus system adequately supported document management, website functionality, and public records requests. Ms. Hick proposed presenting a draft strategic plan at a subsequent board meeting for discussion. Supervisor Giomi said he preferred refining the existing plan rather than holding an extensive workshop. Supervisor Horton supported refining the existing strategic plan.

(9:27:17) – Mayor Bagwell requested departmental presentations to assess alignment with Board priorities. Supervisor Schuette favored a focused discussion on next steps rather than starting over.

(9:30:58) – Mayor Bagwell emphasized the strategic plan's importance in establishing policy direction and praised staff for completing 120 goals, acknowledging that some goals had been impractical to achieve.

14. PUBLIC WORKS

14.a FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE PROGRESS OF THE QUILL WATER TREATMENT PLANT REHABILITATION PROJECT.

(9:33:08) – Mayor Bagwell introduced the item. Utility Manager Andy Hummel referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background.

(9:44:22) – Supervisor White asked whether required water quality testing had been completed. Mr. Hummel clarified that corrosion control testing could only occur once the upgraded plant began processing water. City Engineer Darren Anderson explained that specialized consultants provided design, inspection, and construction

management services. Mr. Anderson stated that after the part-time project manager experienced medical complications and passed away, consultants assumed additional responsibilities, increasing contract costs. He explained that unforeseen infrastructure conditions increased costs beyond the 5 percent contingency. Mr. Anderson reported approximately $900,00 in contingency expenditures and requested additional contingency funding. He attributed additional consultant costs to extended project timelines, construction support, and required testing. Mr. Anderson anticipated substantial completion and testing in spring 2027, with operations resuming in summer 2027.

(9:57:49) – Mayor Bagwell expressed concerns regarding escalating costs and schedule extensions, particularly the possibility that unsuccessful testing could require further funding and affect utility rates. Mr. Anderson stated that the project team had thoroughly reviewed remaining costs and risks and believed the requested funding and contract extensions would be sufficient to complete the project, adding that some funds might remain unused.

(10:02:06) – Mr. Hummel explained that staff had delayed requesting additional funding until they better understood the extended schedule and remaining project costs. Mayor Bagwell emphasized the need to complete the project successfully, deliver safe water, and achieve the planned four-million-gallon daily capacity without further reductions. Mr. Hummel confirmed that achieving the planned capacity remained the project's primary goal.

(10:03:28) – Chief Financial Officer Sheri Russell-Benabou thanked Public Works for their long-term planning on a major project, noting that the extra funding they requested was already in the capital improvement plan and budget, which meant no last-minute augmentation was needed

(10:06:13) – Mr. Hummel confirmed that seasonal water sampling and jar testing supported the treatment design, noting that potential pH adjustments were estimated at $100,000 to $2 million.

(10:07:06) – Supervisor Giomi supported the scientific basis of the treatment design and praised the facility and requested clearer agenda documentation explaining budget differences and previously budgeted costs.

15. PURCHASING AND CONTRACTS

15.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDMENT NO. 6 ("AMENDMENT") TO CONTRACT NO. 20300294 ("CONTRACT") WITH LUMOS & ASSOCIATES, INC. ("LUMOS"), WITH THE AMENDMENT EXPANDING THE SCOPE OF SERVICES FOR THE QUILL WATER TREATMENT PLANT REHABILITATION PROJECT ("PROJECT") FOR AN ADDITIONAL AMOUNT OF $579,993, RESULTING IN A NEW TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF $3,177,308.

(10:11:37) – Mayor Bagwell introduced the item in conjunction with items 15.b and 15.c. Supervisor White raised concerns about mislabeled study attachments, undocumented expenditures, cost increases, and inadequate disclosure of known testing requirements. Mr. Anderson explained that contract amendments were consolidated to resolve project risks and that expanded construction support and inspection services drove increased costs. Supervisor White questioned expenditures exceeding estimated line items and charges for services not explicitly

budgeted. Mr. Anderson explained that staffing and billing varied according to project needs and that contract line items were estimates.

(10:23:20) – Mayor Bagwell emphasized the need for better expenditure tracking, documented budget reallocations, accurate contract exhibits, and timely reporting of significant project changes. Deputy District Attorney Lucas Burr agreed to make necessary conforming corrections to contract exhibits and titles.

(10:31:32) – Supervisor Horton requested a process to notify the Board of substantial project changes.

PUBLIC COMMENT

(10:36:46) – Mayor Bagwell entertained public comments. Deni French, Carson City resident, requested clearer public communication and expressed concerns about project delays and the loss of internal engineering support.

(10:40:14) – MOTION: Supervisor Giomi moved to approve the amendment as presented and authorize the District Attorney's Office to make any necessary conforming changes. The motion was seconded by Supervisor Horton and carried 4-1-0, with Supervisor White opposed.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Horton
AYES:	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

15.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN INCREASE OF $580,000 TO CONTINGENCY FUNDING FOR CONTRACT NO. 25300022 ("CONTRACT") WITH FARR CONSTRUCTION CORPORATION DBA RESOURCE DEVELOPMENT COMPANY ("FARR") FOR THE QUILL WATER TREATMENT PLANT REHABILITATION PROJECT ("PROJECT"), FOR A REVISED TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF $23,396,500.

(10:40:38) – MOTION: Supervisor Giomi moved to approve the increased contingency funding as presented and authorize the public works director to approve expenditure of the additional contingency as necessary. The motion was seconded by Supervisor Horton and carried 4-1-0, with Supervisor White opposed.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Horton
AYES:	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

15.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDMENT NO. 3 ("AMENDMENT") TO CONTRACT NO. 25300256 ("CONTRACT") WITH CONSTRUCTION MATERIALS ENGINEERING, INC. ("CME"), WITH THE AMENDMENT EXTENDING THE TERM FOR PERFORMANCE THROUGH DECEMBER 31, 2027, AND EXPANDING THE SCOPE OF SERVICES FOR THE QUILL WATER TREATMENT PLANT FOR AN ADDITIONAL AMOUNT OF $321,180 RESULTING IN A NEW NOT-TO-EXCEED CONTRACT AMOUNT OF $921,263.

(10:41:04) – MOTION: Supervisor Giomi moved to approve the amendment as presented. The motion was seconded by Supervisor Horton and carried 4-1-0.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Horton
AYES:	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

16. BOARD OF SUPERVISORS

Non-Action Items:
City Manager Update
Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

(10:41:43) – Mayor Bagwell introduced the item and entertained Board comments. Supervisor Giomi praised the Dark Prison attraction and stated that he planned to return with his family. He also reported that the National Association of Counties (NACO) conference held at the Tahoe Blue Event Center, was well attended and provided valuable information on economic development and artificial intelligence. Supervisor Giomi highlighted a presentation in which all 17 Nevada counties shared notable facts about their communities.

(10:43:49) – Supervisor White reiterated concerns regarding the Board's oversight by requiring such expenditures to return for Board approval.

17. PUBLIC COMMENT

(10:45:32) – Mayor Bagwell entertained public comments. Deni French, Carson City resident, supported Supervisor White's concerns regarding oversight and transparency. Mr. French questioned the proposed

abandonment of five streets under a single application. He recommended individual review of each proposed street abandonment and greater transparency regarding project details and expenditures.

18. FOR POSSIBLE ACTION: TO ADJOURN

(10:48:40) – The meeting was adjourned at 10:48 a.m.

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL.

The Minutes of the October 1, 2026, Carson City Board of Supervisors meeting are so approved on this 5th day of November, 2026.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed extension to a previously approved legal services engagement with Anthony Law Ltd. for the ongoing provision of ordinance drafting services to assist in the preparation, revision and codification of the Carson City Municipal Code ("CCMC"), at the annual rate of $135,000 to be paid in monthly installments of $11,250 from November 2026 to June 2027 for a total amount in the first 8 months of the extension not to exceed $90,000 and then at the annual rate of $150,000 to be paid in monthly installments of $12,500 from July 2027 to June 2028 for the second year of the extension, for a total aggregate amount not to exceed $240,000 for the full term of the extension. (Stephanie Hicks, shicks@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve, and authorize the Mayor to sign, the letter of engagement extending legal services as presented.

Board's Strategic Goal
Efficient Government

Previous Action
November 6, 2025 (Item 8a) - The Board of Supervisors approved execution of the first proposed letter of engagement with Anthony Law Ltd. for a one-year contract in the amount of $125,000.

Background/Issues & Analysis
The Carson City District Attorney's Office, at the direction of the Board of Supervisors and in collaboration with the City Manager's Office and various City departments, has been in the process of updating all existing Carson City ordinances, codified as CCMC. Progress has been significant and includes, for example: comprehensive changes made to all ordinance provisions governing local land use, zoning and development standard regulations; a new preliminary title and restructuring of Title 1 (General Provisions) of CCMC; and various other ordinances such as the creation of new chapters of CCMC establishing provisions for the regulation of short-term rental properties, the prohibition of public camping in certain areas and procedural changes to the Utility Ratepayer Assistance Program. However, ongoing efforts to research, reorganize, rewrite and recodify existing CCMC text can be limited at times as the result of resource constraints arising from staffing levels and extensive obligations in providing legal representation to the City on day-to-day operational matters and other legal projects of critical importance. Therefore, engaging outside counsel who can help to expedite the

Board of Supervisors' objective of modernizing CCMC for the benefit of the public is desirable.

Anthony Law Ltd., whose legislative drafting experience and professional qualifications have been reviewed by the District Attorney's Office, is equipped with the level of expertise required to proficiently assist in the long-term process of comprehensively revising CCMC for both substance and clerical updates. On the recommendation of the District Attorney's Office, the Board of Supervisors approved the engagement of Anthony Law Ltd. for a one-year contract during its November 6, 2025, meeting. Since approval of the initial engagement, Anthony Law Ltd. has completed the first phase of their legal work with oversight by the District Attorney's Office, which included technical revisions to existing CCMC text for legal conformity, grammar, spelling, formatting consistency and alignment with Nevada statutory drafting style and conventions. The proposed extension to the legal services engagement is for the purpose of continuing with the second phase of the CCMC revision project, expected to include the completion of a typewritten draft incorporating all proposed amendatory language and language to be repealed, the preparation of legal research to identify all source authority for individual sections of CCMC and assistance with preparing new ordinances or ordinance revisions as proposed by City departments.

In addition to the foregoing, the proposed extension to the engagement maintains other aspects of the original scope of work which include mandatory coordination with the District Attorney's Office, the City Manager's Office and City staff to ensure progress and the scheduling of periodic updates for presentation to the Board of Supervisors. Furthermore, because the Board of Supervisors recently created a new Special General Counsel position whose work will involve the oversight of the CCMC revision project, Anthony Law Ltd. will also work closely with and under the supervision of the Special General Counsel once that position becomes active in mid-November 2026. To better align the term of the engagement with the City's budget cycle, the engagement is proposed to extend from November 2026 to the end of June 2027 at the revised annual rate of $135,000, prorated for those 8 months at a total amount of $90,000, and then for the full ensuing fiscal year at the annual rate of $150,000, for a total aggregate amount of $240,000. On or before the end of the proposed 20-month extension, the City can review the progress to date and assess whether another extension is warranted for additional work. Under the terms of the proposed extension, either party may terminate the engagement with 30 days' written notice, with or without cause.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Board of Supervisors Department - 1010100-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the FY 2027 and FY 2028 base budget of $200,000 will be reduced by $90,000 and $150,000, respectively.

Alternatives
Do not approve the proposed letter of engagement extending legal services and/or provide alternative direction.

Attachment(s):

Anthony Law Engagement_Item 8a_BOS Nov 6 2025.pdf

CC Extension Eng Ltr 11.5.26.pdf

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

_____
(Vote Recorded By)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 6, 2025

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed letter of engagement with Anthony Law Ltd., for the provision of ordinance drafting services to assist in the preparation, revision and codification of the Carson City Municipal Code ("CCMC"), in an amount not to exceed $125,000 for a period of one year. (Stephanie Hicks, shicks@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve, and authorize the Mayor to sign, the letter of engagement as presented.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
The Carson City District Attorney's Office, at the direction of the Board of Supervisors and in collaboration with the City Manager's Office and various City departments, has been in the process of updating all existing Carson City ordinances, codified as CCMC. Although progress has been significant, with comprehensive changes made to all ordinance provisions governing local land use, zoning and development standard regulations, along with a new preliminary title and restructuring of Title 1 (General Provisions) of CCMC, continuous efforts to research, reorganize, rewrite and recodify existing CCMC text can be limited at times as the result of resource constraints arising from staffing levels and extensive obligations in providing legal representation to the City on day-to-day operational matters and other matters of critical importance.

Anthony Law Ltd., whose legislative drafting experience and professional qualifications have been reviewed by the District Attorney's Office, appears equipped with the level of expertise required to proficiently assist in the long-term process of comprehensively revising CCMC for both substance and technical consistency in style and formatting. The proposed letter of engagement incorporates a scope of work which includes mandatory coordination with the District Attorney's Office, the City Manager's Office and City staff to ensure progress and periodic updates for presentation to the Board of Supervisors. Under the terms of the letter of engagement, either party may terminate the engagement with 30 days' written notice, without or without cause. With the engagement of Anthony Law Ltd., the objective of modernizing CCMC for the benefit of the public may be more quickly accomplished.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund, District Attorney's Office, Professional Services1010500-500309

Is it currently budgeted? No

Explanation of Fiscal Impact: If approved $125,000 will be transferred from Contingency to the Professional Services Account 1010500-500309 during the 1st round of budget augmentations January/February 2026 timeframe.

Alternatives
Do not approve the proposed letter of engagement and/or provide alternative direction.

Attachment(s):
Anthony Law engagement_final_Nov 6 2025.pdf

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

_____
(Vote Recorded By)

NICOLAS@ANTHONYLAWLTD.COM
775.888.6729

ANTHONY LAW LTD.

123 WEST NYE LANE, STE.729
CARSON CITY, NV 89706

November 5, 2026

Re: Extension of the code revision engagement with Anthony Law Ltd. by Carson City

Lori Bagwell, Mayor of Carson City
201 N. Carson Street, Suite 2
Carson City, Nevada 89701

Dear Honorable Mayor Bagwell and Supervisors:

This letter will confirm our recent discussions with the District Attorney's Office and Special General Counsel regarding the scope of a proposed extension of the original engagement (dated and approved by the Board of Supervisors on November 6, 2025) with our office for municipal code revisions and ordinance drafting services, as more specifically defined below.

Our office has over twenty years of relevant experience in drafting and codifying state statutes, administrative regulations and local ordinances. We are therefore uniquely positioned and qualified to engage in this scope of work and will continue to work closely and in conjunction with the District Attorney's Office, Special General Counsel and Board of Supervisors.

The scope of this extended engagement will consist of modernizing, codifying, revising and reorganizing each title of the Carson City Municipal Code ("CCMC") to ensure compliance with relevant federal and state law. This process will utilize text organization and drafting styles and conventions consistent with the Nevada Revised Statutes, Nevada Administrative Code and Ordinance Drafting Manual created by the District Attorney's Office. The updates to the CCMC will include, as necessary and appropriate, the sunsetting of obsolete or erroneous internal references, the identification and use of proper section headings with citations to legal authority and any corresponding legal research. It is anticipated that due to the length and complexity of the necessary revisions, completion of a comprehensive update of the CCMC will be a multiyear endeavor.

As discussed at the May 7, 2026, meeting of the Board of Supervisors, Phase I of the code revision project includes revising the CCMC for: legal conformity, grammar, spelling, punctuation, gender neutrality, NRS drafting style and conventions, and consistency. As of the date of this letter, Phase I is complete for the entirety of the CCMC.

Phase II of the project is now underway and includes: checking all legal citations and internal CCMC references, adding or verifying the legal authority for each section of CCMC and compiling a redline version of all changes to CCMC. Phase II is expected to continue for at least the period of time discussed in this extension. Additionally, and as requested, Carson City departments and staff have indicated a desire to incorporate new substantive changes to the existing CCMC. As such, this extension envisions the use of our office to meet and confer with City staff as necessary and to draft new ordinances for adoption in conjunction with Phase II. This additional workload is anticipated to expand and lengthen the overall scope of the project. Upon the completion of Phase II, our office stands ready to assist the Board of Supervisors with any necessary workshops, hearings or public meetings to adopt the necessary ordinances approving the revisions and updates to CCMC.

The term of this extension is proposed to be one year and eight months, commencing from the date of approval of the terms set forth herein by the Board of Supervisors, with any additional extensions as may be mutually agreed upon. This extension anticipates that our office will provide services under an expanded and revised scope of work which will include drafting any proposed changes to the CCMC, as may be necessitated by substantive review by City staff. If approved, our office will coordinate directly with the District Attorney's Office, Special General Counsel, City Manager's Office and City staff to ensure continuous progress with the scope of work. At agreed upon dates, we will provide periodic updates to the District Attorney's Office and Special General Counsel to convey the status of any proposed changes and receive clarification or direction. We will also work with the District Attorney's Office and Special General Counsel to provide the Board of Supervisors text revisions and explanations during its public meetings at a frequency determined to be most productive after consultation with the Board of Supervisors, District Attorney's Office, Special General Counsel and City Manager's Office.

By accepting this letter of engagement, and from the date thereby agreed upon, the Board of Supervisors agrees to pay for our services at the annual rate of $135,000, to be paid in monthly installments of $11,250 from November 2026 to June 30, 2027, for a total amount not to exceed $90,000. Beginning on July 1, 2027, and continuing through June 30, 2028, the amount payable will increase to an amount not to exceed $150,000 annually, payable in monthly installments of

$12,500. The increase in fees discussed herein corresponds to the additional requested legal services for ordinance preparation and drafting in coordination with the City's various departments. Our office will send a monthly invoice to the Special General Counsel.

If Carson City elects to retain our office beyond the extension discussed herein, a new letter of engagement will be presented to the Board of Supervisors for consideration. Either party to this letter of engagement may terminate the engagement, with or without cause, with 30-days written notice.

If this letter accurately reflects our agreement, please kindly indicate your acceptance by signing below and returning a copy thereof.

Our office greatly appreciates this opportunity and looks forward to continuing to work closely with Carson City.

Very truly yours,

/s/ Nicolas C. Anthony

Nicolas C. Anthony, Esq.
Anthony Law Ltd.

Accepted by:

_____
Lori Bagwell, Mayor
Carson City

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the proposed appointment of Thomas Miller as the Acting Chief of the Department of Alternative Sentencing ("DAS"), effective November 5, 2026, until the appointment of a new Chief of DAS by the Board of Supervisors. (Glen Martel, gmartel@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to appoint Thomas Miller as the Acting Chief of DAS, effective November 5, 2026, until the appointment of a permanent Chief by this Board.

Board's Strategic Goal
Efficient Government

Previous Action
April 1, 2021 (Item 12A) - The Board of Supervisors ("Board") appointed Marlina Stone as the Chief of DAS.

Background/Issues & Analysis
The former Chief of DAS, Marlina Stone, retired on November 4, 2026. Although the City will recruit for a new Chief, Thomas Miller is recommended by the City Manager to serve as Acting Chief of DAS until the Board appoints a permanent Chief.

Nevada Revised Statute ("NRS") Chapter 211A authorizes the Board to create a department of alternative sentencing to provide supervision of probationers and court releasees. NRS 211A.100 and Carson City Municipal Code ("CCMC") Chapter 2.38 requires the Chief of DAS to be appointed by a majority vote of the Board. The person appointed must have at least 5 years of experience, with an increasing level of responsibility, in the field of law enforcement, corrections, or supervision of persons on probation, parole or pretrial or presentence release.

Because the resignation of Ms. Stone left a leadership void in DAS, the City Manager - under his authority to oversee operational requirements of City departments - appointed Thomas Miller to temporarily serve as Interim Chief of DAS pending the Board's action on the recommendation that Mr. Miller be appointed Acting Chief for a longer duration necessary for the City to undertake a recruitment process for a permanent Chief to be appointed by the Board. The offer to Mr. Miller to serve as the Interim Chief of DAS was made on October 13, 2026, immediately after the City was provided notice of Ms. Stone's resignation, and that offer was accepted. Before Mr. Miller accepted the offer, he was

serving as the Deputy Chief of the First Judicial Marshals Division for the First Judicial District Court and therefore possesses the law enforcement credentials and experience required by state law.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 211A; CCMC Chapter 2.38

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund Alternative Sentencing Department - 1012800 salaries and benefits accounts

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The Chief of DAS position was budgeted at a base salary of $163,251 and a total budget of $293,573 for both salary and benefits for Fiscal Year 2027. The current salary range for the Chief of DAS is $139,107.66 - $222,572.26. Acting Chief Miller's salary will match that of the previous Chief's until a new Chief is appointed.

Alternatives
Do not appoint Thomas Miller as Acting Chief of DAS and/or provide alternative direction.

Attachment(s):
Marlina Stone Resignation Letter.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
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_____
(Vote Recorded By)

October 13, 2026

Re: Resignation

Mr. Martel:

Please accept this letter as my notice of resignation from my position as the Chief of the Department of Alternative Sentencing, to be effective at 5:00 p.m. on Wednesday, November 4, 2026.

Sincerely,

M. Stone

Marlina Stone

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed extension to a legal services engagement with Mark J. Ricciardi of Fisher & Phillips LLP, previously approved under the discretionary authority of the City Manager, for the ongoing representation of the City throughout the fact-finding process of collective bargaining with the Deputy Sheriffs and Wildland Firefighters employee organizations, at an hourly rate not to exceed $650, plus costs for travel, mileage, courier services, express delivery, computer-aided legal research and similar items connected with the legal representation, for a total amount not to exceed $100,000 for the full term of the extension. (Stephanie Hicks, shicks@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve, and authorize the Mayor to sign, the letter of engagement extending legal services as presented.

Board's Strategic Goal
Efficient Government

Previous Action
No previous action taken by the Board of Supervisors.

Background/Issues & Analysis
Carson City staff engaged in extensive labor negotiations to reach successor CBAs for Sheriff Deputies and Wildland Firefighters; the current CBAs expired on June 30, 2026. The parties were not able to reach agreements, which has resulted in fact-finding.

On June 23, 2026, Mark J. Ricciardi of Fisher & Phillips LLP was engaged under the City Manager's threshold, for the representation, preparation, and other legal services for fact-finding for the Deputy Sheriff and Wildland Firefighter collective bargaining, for an amount not to exceed $99,999.

The fees and expenses required to complete fact-finding will exceed the amount initially engaged under the City Manager's threshold. For this reason, it is requested that an extension to the initial engagement with Mark J. Ricciardi of Fisher & Phillips LLP be approved for the ongoing representation, preparation, and other legal services for fact-finding for the Deputy Sheriff and Wildland Firefighter collective bargaining, at an hourly rate not to exceed $650, plus costs for travel, mileage, courier services, express delivery, computer-aided legal research and similar items connected with

representation, for a total amount not to exceed $100,000 for the full term of the extension, for a total aggregate amount of $199,999.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Insurance Fund, Professional Services 5900745-500309

Is it currently budgeted? No

Explanation of Fiscal Impact: If approved, the cost of the engagement for legal services will be charged to Insurance Fund, Professional Services account 5900745-500309, which will require an augmentation from Working Capital, which is currently $2,162,926.

Alternatives
Do not approve the proposed letter of engagement extending legal services and/or provide alternative direction.

Attachment(s):
Updated Carson City Deputy Sheriff and Wildland Firefighter Fact Finding 2026.pdf

June 2026 Engagement Letter.pdf

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

_____
(Vote Recorded By)

Fisher & Phillips LLP

Las Vegas
300 S. Fourth Street
Suite 1500
Las Vegas, NV 89101

(702) 252-3131 Tel
(702) 252-7411 Fax

Writer's Direct Dial:
(702) 862-3804

Writer's E-mail:
mricciardi@fisherphillips.com

October 28, 2026

PRIVILEGED & CONFIDENTIAL

Via Email (shicks@carson.org)
Stephanie Hicks
Deputy City Manager
Carson City
201 N. Carson Street
Carson City, NV 89701

Re: Deputy Sheriff Fact Finding 2026 and Wildland Firefighter Fact Finding 2026

Dear Stephanie:

Thank you for selecting Fisher & Phillips LLP ("Firm") to represent Carson City Nevada ("Company") in connection with the above matter. Our Firm's practice at the outset of a representation of a new client is to outline the nature of the engagement, and the basis on which the Firm will provide legal services and bill for them. We apologize for the length of this letter; however, we take our professional responsibilities seriously and must comply with all ethical requirements. We also want to set forth all material terms of our agreement with you. Please note that, except for those lawyers who are planning to sit for the Nevada Bar Exam at the next opportunity, all of the lawyers who are resident in the Las Vegas office are licensed in Nevada.

Scope of Representation

It is the Firm's policy that the person or entity we represent is the one identified in our engagement letter. Accordingly, for all matters in which you request our assistance, our client will be Company, and our representation does not include any employees, officers, directors, parent, subsidiaries, or affiliates of the Company unless specifically agreed to in writing.

As your relationship attorney, I will be primarily responsible for managing the services rendered pursuant to this representation. I will likely call upon other professionals in our Firm, including more junior lawyers, paralegals, or consultants, who have specialized expertise or who can perform certain tasks more cost-effectively at a lower hourly rate. Should you wish to request a change in the responsible lawyer or any other team member working on your matters, please feel free to contact me directly, the managing partner of this office, or a member of the Firm's Management Committee.

Communication and Client Responsibilities

Clients and attorneys must communicate effectively with one another to exchange information and to discuss developments and possible courses of action. We will keep you informed as developments occur and will consult with you regarding appropriate next steps. Should you wish for us to communicate with or take direction from any other person in your Company, please notify us in writing.

You agree to be truthful with us, cooperate fully, respond promptly to our inquiries and requests for information, and provide us with necessary documents and other information. You agree to appear at hearings and meetings as requested, keep us informed of any material information or developments, abide by this agreement, pay our bills on time, and keep us advised of any changes in your contact information. The Company also agrees to make its officers and employees available to meet with Firm personnel, attend depositions and trial, and commit the appropriate personnel and resources to meet discovery obligations.

It is also important that we agree from the outset what kind of communications technology we will employ during this engagement. You authorize us to communicate with you electronically at the email addresses you have provided. You agree that it is your responsibility to ensure that the email you use to communicate with us is secure and private, and that no one can access your account without your authority and permission.

As you know, communications between clients and attorneys are generally privileged and are not discoverable by third parties. However, court decisions have emphasized how easily that privilege can be lost, such as where attorney correspondence is routed through a client's routine intra-office mail, or where attorney/client communications are discussed with persons outside the attorney/client relationship. You understand that electronic communications may be intercepted by unauthorized recipients or accessed by persons authorized to access your email account, potentially resulting in an unauthorized disclosure of confidential information or a loss of attorney-client privilege. Despite these risks, you authorize us to communicate with you via email.

Fees

Our current attorney billing rates range from $1,075.00 per hour for our most experienced partners to $420.00 per hour for junior associates. We reevaluate our hourly rates for attorneys and professional staff at least annually and make adjustments as appropriate. Travel time to and from Carson City will not be billed by me or other lawyers unless the travel occurs between the hours of 8:00 am and 6:00 p.m. My standard hourly rate for new matters is $865.00. As an accommodation to the City, for this matter my time will be billed at the discounted hourly rate of $650.00. As a further accommodation, all other attorneys shall be billed at a discount of 15% off their standard 2026 rates. We understand that the Firm may not incur attorney fees and expenses in excess of $199,999.00 during the 2026-2027 fiscal year without the City's written consent.

Costs

We charge for travel, courier services, express delivery, computer-aided legal research, and similar items connected with our representation of you. Mileage is charged at the standard rate established by the Internal Revenue Service. Our preference is to submit all third-party invoices directly to you for immediate payment. If we must pay third-party charges, such as for court reporters, outside printing, copying, expert witnesses, mediators, or other service providers, we will list those charges separately on your invoice. Fees and expenses billed by third-party vendors are passed on to you at the Firm's cost.

Many lawsuits today involve the mandatory exchange of electronically stored information (ESI). If we are required to review, produce, and/or store ESI in the course of handling a litigated matter for you, we will either charge you for the cost of using our ESI software or utilize the services of an outside ESI service provider. We will ask the ESI service provider to bill you directly or forward their invoices to you for payment. You agree to pay these charges. Please let us know if you have any questions about how we compute our charges.

Billing and Payment

We issue invoices to you on a monthly basis, generally covering fees and expenses incurred through the end of the prior month. Occasionally, fees and/or costs may not be immediately available and will be billed later, particularly at the end of a case. Our invoices are due and payable upon receipt. If you have a question about an invoice, please contact us promptly to discuss.

In the event of an overpayment, unless you instruct us otherwise, we will apply the overpayment to any outstanding fees and expenses. Any remaining available funds will be applied to the next invoice, with notice to you as to how the overpayment was applied. If there are no outstanding fees or expenses and no work in process, we will refund the overpayment to the Company that made the payment.

If you are unable to pay an invoice, please contact us immediately. We reserve the right to impose interest charges of 1½% per month on any balance that remains unpaid more than 30 days after the invoice date. If it ever becomes necessary for the Firm to take legal action to collect our fees and expenses, we have the right to seek reasonable attorney's fees and costs in connection with such action.

We will bill you for the time we spend working on your legal matters. While we strive for an expeditious and economical resolution of the legal matters we handle for you, we cannot guarantee any specific result. Particularly in litigation and other contested matters, many variables determine the outcome. Unless we specifically enter into a separate contingency fee arrangement with you on a particular matter, our fees are not contingent and are due and payable regardless of the outcome.

If you request a budget for our litigation services, we will provide our best estimate based on our experience and our assessment of the time and fees likely to be incurred. You understand and agree that these budgets do not constitute guarantees or binding estimates. The actual time spent, and costs might differ from the budgeted amount due to various factors, including the aggressiveness of opposing counsel, delays, or continuances in trials or other hearings. Our

ability to meet the budget will also be affected by the assistance your Company provides in areas such as collecting information, responding to document requests, handling ESI, and locating witnesses.

Advance Retainer

It is the Firm's general policy to obtain an advance retainer from new clients, to be held in trust during the pending matter and applied to our final billing. However, we are willing to waive the requirement for this matter, although we reserve the right to require such a retainer in the future should circumstances warrant.

Payment of Fees by Third Party

If attorney's fees for a matter we handle for you will be paid by a person or entity other than the Company, we are required in many jurisdictions to obtain your informed consent. A person who pays the legal fees is not necessarily the client. We confirm that any payment of attorney's fees by a third party shall not interfere with our independent professional judgment or the attorney-client relationship between our Firm and your Company. By signing this agreement, you confirm and acknowledge that you waive any conflict that may arise in connection with the payment of your attorney's fees by an insurance company or another third party. If the third-party payor ceases to pay our fees on your behalf, you understand and agree that the Company will be responsible for the payment of our fees and expenses.

Potential Insurance Coverage

In adversarial matters we handle on your behalf, one or more of your insurance carriers may be obligated to provide you with indemnity and/or defense of various claims asserted. We cannot provide advice regarding insurance coverage; therefore, you are responsible for tendering all claims to your insurance carrier(s) under any policies you believe might provide coverage. We recommend that you do so as soon as possible. If a dispute arises over coverage, we are unable to provide advice or represent you in connection with such a dispute. Should you want our firm to handle the claim arising from the dispute or litigation that is the subject of this representation, please communicate this to your carrier or broker in writing when you submit the claim.

Additional Matters

The same terms of this agreement will cover all work we perform for the Company unless we execute a new engagement letter for additional work.

Changes in the Law

Our legal services may include drafting agreements, reviewing and drafting employment policies or employee handbooks, or providing legal advice based on the law at the time the advice is given. Labor and employment laws can change; therefore, we assume no responsibility to provide updates regarding changes in the law after we have rendered legal services unless we specifically agree to do so in writing.

Use of Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, the Firm may, when appropriate, use a variety of artificial intelligence technologies, including legal-specific generative artificial intelligence tools (collectively "GenAI"), to assist with tasks that support the delivery of our legal services. When used appropriately, these tools can improve efficiency, accuracy, quality, and allow us to focus attorney time on higher-value strategic work. While GenAI tools offer significant value, they may also present risks such as potential inaccuracies in generated content, and potential data security concerns. To address these risks, the Firm has implemented robust technical and organizational measures, consistent with applicable legal and professional obligations, to protect client data, maintain confidentiality, and ensure the reliability of our services and the use of this technology. Our Firm remains responsible for ensuring that these measures are observed in practice. As part of that responsibility, each GenAI-assisted output undergoes rigorous attorney review to ensure accuracy and reliability before it is included in any client work product. Further, we remain governed by the Firm's data protection and information management standards, which apply equally to any data provided to, processed by, or generated from GenAI tools, ensuring that both inputs and outputs are subject to the same controls, safeguards, and retention policies as all other client information.

By signing this engagement letter, you acknowledge and consent to the Firm's responsible use of GenAI, with the understanding such use will occur only under the Firm's supervision and protective safeguards, and that our attorneys remain fully responsible for all work product.

Privacy Notice of Collection of Personal Information

We respect your privacy and aim to be transparent with our clients. Accordingly, we have adopted a privacy policy that describes all the personal information we collect from or about you or your employees or other "consumers" (as the term is defined by applicable law). This applies during the course of providing you with our legal services, as well as how we use this information and how long we retain it. Our privacy policy, which also describes your rights as a consumer under applicable law, is accessible on our website at /https://www.fisherphillips.com/en/privacy-policy.html. The terms and disclosures of this privacy policy are incorporated herein by reference, and your signature below confirms that you have read or will read our privacy policy. If you have any questions regarding our privacy policy or your rights, please do not hesitate to contact me.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us in writing. If you terminate the representation, any papers and property which you have provided to us will be promptly returned to you or your new counsel. Termination of our services will not affect your responsibility for payment of our legal fees and costs incurred both before termination and in connection with an orderly transition of the matter.

We reserve the right to withdraw from the representation if the Company fails to honor the terms of the engagement including failure to communicate, failure to cooperate or failure to follow our advice. We also reserve the right to withdraw from this representation if we determine that you have made material misrepresentations to us, failed to timely pay our fees or costs incurred on your behalf, or for any other reason permitted by the applicable ethics rules. You agree that

we may withdraw from the representation under these circumstances, subject to court approval where required.

Document Retention

At the conclusion of any matter, the Firm will return to the Company any documents specifically requested to be returned. We generally purge our files of unnecessary materials at the end of each matter and send the remaining materials to a storage facility at our expense. The files will remain in storage for a period of seven (7) years, after which we reserve the right to destroy the stored files without further notice to you. You consent to such destruction of your files unless we receive written instructions from you for a different disposition of your files within seven years after the close of the matter.

Avoidance of Conflicts

If you have a potential dispute with a third party and wish to discuss the possibility of our representing you, please do not disclose the nature of the dispute or any relevant facts until you have provided us with the name of the potential adverse party and allowed us to determine whether the representation would create a conflict with another client.

Similarly, because we represent a number of staffing agencies or Professional Employer Organizations (PEOs), it is important that before you ask us to comment on such an entity's actions, advice, or services, you first disclose the name of that organization or agency.

Errors and Omissions Insurance

The rules of professional responsibility applicable to attorneys in some states require that law firms advise clients whether the firm has errors and omissions insurance coverage. Our Firm does have such coverage.

Arbitration of Fee Disputes

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under supervision of the state or district bar associations for the jurisdictions in which we practice, and we agree to participate fully in that process.

Conclusion

This letter and its enclosures set forth the terms governing our representation. Please review them carefully and, if acceptable, please have the appropriate person sign and return a copy for our records. If you have questions or wish to discuss any of the terms, please contact me within ten days. **Unless we hear otherwise, your direction for the Firm to proceed with legal services will constitute your acceptance of these terms, and they will govern our engagement.**

We look forward to working with you and are grateful that you have selected us as your counsel.

Sincerely,



Mark J. Ricciardi
For FISHER & PHILLIPS LLP

MJR:sjg

REVIEWED AND AGREED:

By: _____

Date Signed: _____

Fisher & Phillips LLP

Las Vegas
300 S. Fourth Street
Suite 1500
Las Vegas, NV 89101

(702) 252-3131 Tel
(702) 252-7411 Fax

Writer's Direct Dial:
(702) 862-3804

Writer's E-mail:
mricciardi@fisherphillips.com

June 18, 2026

PRIVILEGED & CONFIDENTIAL

Via Email (shicks@carson.org)
Stephanie Hicks
Deputy City Manager
Carson City
201 N. Carson Street
Carson City, NV 89701

Re: Deputy Sheriff Fact Finding 2026 and Wildland Firefighter Fact Finding 2026

Dear Stephanie:

Thank you for selecting Fisher & Phillips LLP ("Firm") to represent Carson City Nevada ("Company") in connection with the above matter. Our Firm's practice at the outset of a representation of a new client is to outline the nature of the engagement, and the basis on which the Firm will provide legal services and bill for them. We apologize for the length of this letter; however, we take our professional responsibilities seriously and must comply with all ethical requirements. We also want to set forth all material terms of our agreement with you. Please note that, except for those lawyers who are planning to sit for the Nevada Bar Exam at the next opportunity, all of the lawyers who are resident in the Las Vegas office are licensed in Nevada.

Scope of Representation

It is the Firm's policy that the person or entity we represent is the one identified in our engagement letter. Accordingly, for all matters in which you request our assistance, our client will be Company, and our representation does not include any employees, officers, directors, parent, subsidiaries, or affiliates of the Company unless specifically agreed to in writing.

As your relationship attorney, I will be primarily responsible for managing the services rendered pursuant to this representation. I will likely call upon other professionals in our Firm, including more junior lawyers, paralegals, or consultants, who have specialized expertise or who can perform certain tasks more cost-effectively at a lower hourly rate. Should you wish to request a change in the responsible lawyer or any other team member working on your matters, please feel free to contact me directly, the managing partner of this office, or a member of the Firm's Management Committee.

Communication and Client Responsibilities

Clients and attorneys must communicate effectively with one another to exchange information and to discuss developments and possible courses of action. We will keep you informed as developments occur and will consult with you regarding appropriate next steps. Should you wish for us to communicate with or take direction from any other person in your Company, please notify us in writing.

You agree to be truthful with us, cooperate fully, respond promptly to our inquiries and requests for information, and provide us with necessary documents and other information. You agree to appear at hearings and meetings as requested, keep us informed of any material information or developments, abide by this agreement, pay our bills on time, and keep us advised of any changes in your contact information. The Company also agrees to make its officers and employees available to meet with Firm personnel, attend depositions and trial, and commit the appropriate personnel and resources to meet discovery obligations.

It is also important that we agree from the outset what kind of communications technology we will employ during this engagement. You authorize us to communicate with you electronically at the email addresses you have provided. You agree that it is your responsibility to ensure that the email you use to communicate with us is secure and private, and that no one can access your account without your authority and permission.

As you know, communications between clients and attorneys are generally privileged and are not discoverable by third parties. However, court decisions have emphasized how easily that privilege can be lost, such as where attorney correspondence is routed through a client's routine intra-office mail, or where attorney/client communications are discussed with persons outside the attorney/client relationship. You understand that electronic communications may be intercepted by unauthorized recipients or accessed by persons authorized to access your email account, potentially resulting in an unauthorized disclosure of confidential information or a loss of attorney-client privilege. Despite these risks, you authorize us to communicate with you via email.

Fees

Our current attorney billing rates range from $1,075.00 per hour for our most experienced partners to $420.00 per hour for junior associates. We reevaluate our hourly rates for attorneys and professional staff at least annually and make adjustments as appropriate. Travel time to and from Carson City will not be billed by me or other lawyers unless the travel occurs between the hours of 8:00 am and 6:00 p.m. My standard hourly rate for new matters is $865.00. As an accommodation to the City, for this matter my time will be billed at the discounted hourly rate of $650.00. As a further accommodation, all other attorneys shall be billed at a discount of 15% off their standard 2026 rates. We understand that the Firm may not incur attorney fees and expenses in excess of $99,999.00 during the 2026-2027 fiscal year without the City's written consent.

Costs

We charge for travel, courier services, express delivery, computer-aided legal research, and similar items connected with our representation of you. Mileage is charged at the standard rate established by the Internal Revenue Service. Our preference is to submit all third-party invoices directly to you for immediate payment. If we must pay third-party charges, such as for court reporters, outside printing, copying, expert witnesses, mediators, or other service providers, we will list those charges separately on your invoice. Fees and expenses billed by third-party vendors are passed on to you at the Firm's cost.

Many lawsuits today involve the mandatory exchange of electronically stored information (ESI). If we are required to review, produce, and/or store ESI in the course of handling a litigated matter for you, we will either charge you for the cost of using our ESI software or utilize the services of an outside ESI service provider. We will ask the ESI service provider to bill you directly or forward their invoices to you for payment. You agree to pay these charges. Please let us know if you have any questions about how we compute our charges.

Billing and Payment

We issue invoices to you on a monthly basis, generally covering fees and expenses incurred through the end of the prior month. Occasionally, fees and/or costs may not be immediately available and will be billed later, particularly at the end of a case. Our invoices are due and payable upon receipt. If you have a question about an invoice, please contact us promptly to discuss.

In the event of an overpayment, unless you instruct us otherwise, we will apply the overpayment to any outstanding fees and expenses. Any remaining available funds will be applied to the next invoice, with notice to you as to how the overpayment was applied. If there are no outstanding fees or expenses and no work in process, we will refund the overpayment to the Company that made the payment.

If you are unable to pay an invoice, please contact us immediately. We reserve the right to impose interest charges of 1½% per month on any balance that remains unpaid more than 30 days after the invoice date. If it ever becomes necessary for the Firm to take legal action to collect our fees and expenses, we have the right to seek reasonable attorney's fees and costs in connection with such action.

We will bill you for the time we spend working on your legal matters. While we strive for an expeditious and economical resolution of the legal matters we handle for you, we cannot guarantee any specific result. Particularly in litigation and other contested matters, many variables determine the outcome. Unless we specifically enter into a separate contingency fee arrangement with you on a particular matter, our fees are not contingent and are due and payable regardless of the outcome.

If you request a budget for our litigation services, we will provide our best estimate based on our experience and our assessment of the time and fees likely to be incurred. You understand and agree that these budgets do not constitute guarantees or binding estimates. The actual time spent, and costs might differ from the budgeted amount due to various factors, including the aggressiveness of opposing counsel, delays, or continuances in trials or other hearings. Our

ability to meet the budget will also be affected by the assistance your Company provides in areas such as collecting information, responding to document requests, handling ESI, and locating witnesses.

Advance Retainer

It is the Firm's general policy to obtain an advance retainer from new clients, to be held in trust during the pending matter and applied to our final billing. However, we are willing to waive the requirement for this matter, although we reserve the right to require such a retainer in the future should circumstances warrant.

Payment of Fees by Third Party

If attorney's fees for a matter we handle for you will be paid by a person or entity other than the Company, we are required in many jurisdictions to obtain your informed consent. A person who pays the legal fees is not necessarily the client. We confirm that any payment of attorney's fees by a third party shall not interfere with our independent professional judgment or the attorney-client relationship between our Firm and your Company. By signing this agreement, you confirm and acknowledge that you waive any conflict that may arise in connection with the payment of your attorney's fees by an insurance company or another third party. If the third-party payor ceases to pay our fees on your behalf, you understand and agree that the Company will be responsible for the payment of our fees and expenses.

Potential Insurance Coverage

In adversarial matters we handle on your behalf, one or more of your insurance carriers may be obligated to provide you with indemnity and/or defense of various claims asserted. We cannot provide advice regarding insurance coverage; therefore, you are responsible for tendering all claims to your insurance carrier(s) under any policies you believe might provide coverage. We recommend that you do so as soon as possible. If a dispute arises over coverage, we are unable to provide advice or represent you in connection with such a dispute. Should you want our firm to handle the claim arising from the dispute or litigation that is the subject of this representation, please communicate this to your carrier or broker in writing when you submit the claim.

Additional Matters

The same terms of this agreement will cover all work we perform for the Company unless we execute a new engagement letter for additional work.

Changes in the Law

Our legal services may include drafting agreements, reviewing and drafting employment policies or employee handbooks, or providing legal advice based on the law at the time the advice is given. Labor and employment laws can change; therefore, we assume no responsibility to provide updates regarding changes in the law after we have rendered legal services unless we specifically agree to do so in writing.

Use of Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, the Firm may, when appropriate, use a variety of artificial intelligence technologies, including legal-specific generative artificial intelligence tools (collectively "GenAI"), to assist with tasks that support the delivery of our legal services. When used appropriately, these tools can improve efficiency, accuracy, quality, and allow us to focus attorney time on higher-value strategic work. While GenAI tools offer significant value, they may also present risks such as potential inaccuracies in generated content, and potential data security concerns. To address these risks, the Firm has implemented robust technical and organizational measures, consistent with applicable legal and professional obligations, to protect client data, maintain confidentiality, and ensure the reliability of our services and the use of this technology. Our Firm remains responsible for ensuring that these measures are observed in practice. As part of that responsibility, each GenAI-assisted output undergoes rigorous attorney review to ensure accuracy and reliability before it is included in any client work product. Further, we remain governed by the Firm's data protection and information management standards, which apply equally to any data provided to, processed by, or generated from GenAI tools, ensuring that both inputs and outputs are subject to the same controls, safeguards, and retention policies as all other client information.

By signing this engagement letter, you acknowledge and consent to the Firm's responsible use of GenAI, with the understanding such use will occur only under the Firm's supervision and protective safeguards, and that our attorneys remain fully responsible for all work product.

Privacy Notice of Collection of Personal Information

We respect your privacy and aim to be transparent with our clients. Accordingly, we have adopted a privacy policy that describes all the personal information we collect from or about you or your employees or other "consumers" (as the term is defined by applicable law). This applies during the course of providing you with our legal services, as well as how we use this information and how long we retain it. Our privacy policy, which also describes your rights as a consumer under applicable law, is accessible on our website at /https://www.fisherphillips.com/en/privacy-policy.html. The terms and disclosures of this privacy policy are incorporated herein by reference, and your signature below confirms that you have read or will read our privacy policy. If you have any questions regarding our privacy policy or your rights, please do not hesitate to contact me.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us in writing. If you terminate the representation, any papers and property which you have provided to us will be promptly returned to you or your new counsel. Termination of our services will not affect your responsibility for payment of our legal fees and costs incurred both before termination and in connection with an orderly transition of the matter.

We reserve the right to withdraw from the representation if the Company fails to honor the terms of the engagement including failure to communicate, failure to cooperate or failure to follow our advice. We also reserve the right to withdraw from this representation if we determine that you have made material misrepresentations to us, failed to timely pay our fees or costs incurred on your behalf, or for any other reason permitted by the applicable ethics rules. You agree that

we may withdraw from the representation under these circumstances, subject to court approval where required.

Document Retention

At the conclusion of any matter, the Firm will return to the Company any documents specifically requested to be returned. We generally purge our files of unnecessary materials at the end of each matter and send the remaining materials to a storage facility at our expense. The files will remain in storage for a period of seven (7) years, after which we reserve the right to destroy the stored files without further notice to you. You consent to such destruction of your files unless we receive written instructions from you for a different disposition of your files within seven years after the close of the matter.

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We look forward to working with you and are grateful that you have selected us as your counsel.

Sincerely,

Mark J. Ricciardi

Mark J. Ricciardi
For FISHER & PHILLIPS LLP

MJR:sjg

REVIEWED AND AGREED:

By: _____

Date Signed: 6/23/26

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding approval of completed remediation plans and removal of the audit findings from the Audit Findings Tracking Summary Report. (Sheri Russell-Benabou, srussell@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the completed remediation plans and remove the findings from the Audit Findings Tracking Summary Report.

Board's Strategic Goal
Efficient Government

Previous Action
October 20, 2026 (Item 5B) - Audit Committee recommended to the Board of Supervisors that findings and recommendations completed by staff, as discussed on the record are ready for closure.

Background/Issues & Analysis
The completed remediation plans for various recommendations and findings by Eide Bailly have been presented and approved to recommend closure by the Audit Committee. Upon approval by the Board of Supervisors, the completed recommendations and findings will be considered closed and removed from the Audit Findings Tracking Summary Report maintained by the internal auditor and City staff.

Eide Bailly has been contracted by Carson City to provide internal auditor services starting July 1, 2022 through June 30, 2027. Staff has addressed the recommendations and/or findings contained in the Audit Findings Tracking Summary Report with remediation plans, described below. The internal auditor has validated remediation as requested, and the Audit Committee is recommending closure of the following findings:

- Credit Card Security Compliance – Finding #1 (Final Finding)
- Public Guardian Asset Management Review – Finding #1

Applicable Statute, Code, Policy, Rule or Regulation
Carson City Municipal Code Chapter 2.14

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives
Do not accept the recommendation and/or provide alternative direction to staff.

Attachment(s):
Audit FIndings Summary 10-23-2026.pdf

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

_____
(Vote Recorded By)

Carson City
Internal Audit Summary
Updated - 10/14/2026

Carson City - Audit Findings Tracking Summary Report (revised 10/14/2026)

Report Name	Report Submittal	AC/BOS Report Approval	Reporting Entity	Report Findings	Completed Findings	AC Approval	BOS Approval	Notes
Temporary Staffing Audit	5/9/2019	5/6/2019	Internal Auditor	5	5	6/22/2021	10/3/2019	
Fire Department Overtime Audit	5/9/2019	10/3/2019	Internal Auditor	2	2	5/9/2019	10/3/2019	
FY2019 CAFR and Single Audit	12/5/2019	12/5/2019	External Auditor	1	1	6/15/2020	8/20/2020	
Cash Handling 2019	12/3/2019	1/6/2020	Internal Auditor	20	20	6/22/2021	8/20/2020	
Social Media Study	11/25/2019	1/6/2020	Internal Auditor	13	13	6/22/2021	10/6/2022	
HR Administration - Eligible EE Group Ins.	12/3/2019	1/6/2020	Internal Auditor	4	4	6/15/2020	8/20/2020	
AP and P-Card Audit Program	4/1/2020	3/4/2021	Internal Auditor	4	4	8/4/2020	3/4/2021	
IT Vulnerability Audit	10/30/2020	12/8/2020	Internal Auditor	10	10	3/8/2022	10/6/2022	
Fleet Audit	3/30/2021	3/30/2021	Internal Auditor	6	6	3/8/2022	7/7/2022	
Revenue and Receivables Audit	5/25/2021	6/22/2021	Internal Auditor	3	3	12/7/2021	7/1/2020	
Payroll Internal Controls Testing	11/22/2021	12/7/2021	Internal Auditor	3	3	3/8/2022	7/7/2022	
Community Development Department	6/29/2022	7/12/2022	Internal Auditor	8	7	2/18/2026		
IT Vulnerability Retest Report	7/12/2022	9/13/2022	Internal Auditor	6	6	6/17/2025	7/3/2025	
Wireless Assessment (see separate report)	4/30/2022	10/6/2022	Internal Auditor	1	1	9/13/2022	10/6/2022	
Endpoint Security Assessment	4/30/2022	10/6/2022	Internal Auditor	2	2	9/13/2022	10/6/2022	
Prelim Risk Assess. Body Worn Camera Prog.	9/1/2022	9/13/2022	Internal Auditor	4	4	6/18/2024	8/15/2024	
Utility Billing Internal Audit	12/1/2022	1/24/2023	Internal Auditor	8	8	6/18/2024	12/19/2024	
Grants Compliance Internal Audit	6/1/2023	6/6/2023	Internal Auditor	3	3	1/24/2024	12/19/2024	
Clerks Office Internal Audit	9/8/2023	9/19/2023	Internal Auditor	10	9	6/18/2024		
Cash Handling 2024	1/31/2024	3/26/2024	Internal Auditor	3	3	3/26/2024	8/15/2024	
Accounts Payable & Procurement Card IA	5/30/2024	6/18/2024	Internal Auditor	2	2	6/18/2024	12/19/2024	
DevNet System IA	5/30/2024	6/18/2024	Internal Auditor	1	1	6/18/2024	8/15/2024	
Take-Home Vehicle Assessment	11/1/2024	11/12/2024	Internal Auditor	5	5	11/12/2024	7/3/2025	
Payroll Processing Assessment	1/1/2025	3/12/2025	Internal Auditor	2	2	5/18/2026	6/18/2026	
Purchasing & Contracts Management Review	5/1/2025	6/17/2025	Internal Auditor	2	2	5/18/2026	6/18/2026	
Credit Card Security Compliance	9/1/2025	10/20/2025	Internal Auditor	2	1	10/20/2026		Recommend closing final item
Asset Management Review	1/1/2026	2/18/2026	Internal Auditor	2	1	6/16/2026		
Public Guardian Asset Management Assess	6/1/2026		Internal Auditor	2		10/20/2026		Recommend closing item #1
Cybersecurity Assessment	10/1/2026		Internal Auditor	3				
Total (including archived reports)				211	202			

Legend:

- Report Submittal = date report submitted to City
- BOS Report Approval = date report adopted by BOS
- Reporting Entity = organization that prepared the report
- Report Findings = number of findings in the report
- Completed Findings = number of findings completed by management
- AC Approval = Audit Committee approval of completed findings
- BOS Approval = Board of Supervisors approval of completed findings
- Notes = notes about findings

Finding Corrected?

Y	Findings Addressed - Audit Committee closed
P	Partially Addressed items
N	Not yet addressed
Y	For Discussion today

Carson City
Community Development Internal Audit
June 2022

Item No.	BOS Closure	Finding	Recommendation	City - Remediation Plan (Course of Action & Expected Benefits)	Finding corrected? (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Validation (Y,N)	Status Comments
1	3/19/2026	Entergov has tripled the amount of data entry involved in processing a business license when compared to the legacy system. A poorly executed customer interface on the portal coupled with the inability to require payment prior to permit issuance caused the shutting down of the customer portal. Business licenses issued can be issued without payment and credits to potentially fictitious customers can go undetected, creating an opportunity for fraud and potential lost revenue for the City.	The City should continue to work with Energov to determine if the necessary updates can be made to improve efficiency, incorporate preventative controls, and features that will help effectively service customers. Alternatively, if there is no resolution with Energov, then the City should look into alternative software solutions.	Community Development has met with IT and IT is currently working with Energov to determine if resolution of the issues is feasible. If not, the staff will investigate alternative systems. Staff has underfilled a position to hire a consultant in anticipation of not being able to resolve issues. Community Development has set a date of January 1, 2023 and the Director will be the lead in working with the consultant.	Y	~~1/1/2024~~ 1/1/2026	1/15/2026	N	The system upgrade went live in August 2022. There are still issues including the search function being difficult and automation that creates challenges such as the automatic creating of invoicing during a renewal. Concerns with preventative controls and customers not being able to use the portal continue and staff has not been able to work on these matters. **UPDATE:** Portal remains closed, though the City has purchased software that will improve the customer interface for all portal modules. In house staff are building the system, which is taking additional time, as it will need to be done as employees have time, testing, printing, and payment acceptance problems will be identified and corrected before going live. **UPDATE:** In January 2025, the department hired an expert in organizational change management to study the department's operations and identify a pathway for improvement. **COMPLETE:** Client Portal went live January 2026. Things are going well and a press release went out the first week in February to get the word out.
2	5/18/2023	Business license fees list on the website is not complete per CCMC 4.04.020, it is missing Fictitious Filing Fees $20 and Technology Fees of $5.	The Director should work to provide an updated list of business fees to the customers for transparency on the website.	The fees can be added to the portion of the website that addresses business license fees as well as included on other materials associated with business license fees.	Y	1/1/2023	11/30/2022		These fees have been added to the website.
3	3/19/2026	There is a lot of great information in the full report. This finding has to do with whether or not the City should continue to outsource with Charles Abbott (CAA). There isn't enough data regarding time CAA spends on their services to fully understand all the costs of each Building Permit.	Recommendation is that the City should use the benchmarking data as well as obtain further data on the number of hours each permit takes to process from intake, plan review, permit issuance, inspections, re-inspections, etc., in order to determine if we should continue outsourcing, move to a hybrid approach, or insource all together.	The current contract will expire in August 2024. By July 2023 the Director should provide an analysis to the City Manager/ Board of Supervisors relative to the recommendation to insource, continue outsourcing, or utilizing a hybrid approach. This will provide the City with a year to determine the preferred structure.	Y	~~7/1/2024~~ 9/1/2026	12/18/2025	N	The consultant has had a lot of personnel changes recently. There is currently an interim building official, and new inspectors and permit techs. Given the new personnel, there will be a learning curve before they can operate efficiently and the costs of delivery can be accurately understood. **UPDATE:** There is now a permanent building official. The current contract is up in September 2024. Staff anticipates pursuing a short term (2-3 years) contract as we are not in a position to go in another direction. Separate but related, a fee study was approved by the Board on April 18, 2024 as part of the FY 2025 Budget preparation. **UPDATE:** The department has prepared a RFP for a fee study, with the intention of having the study commence before the end of the fiscal year. Additionally, the expert in organizational change management is observing the operations of the permit center, currently operated by CAA, and identifying metrics that can be used to determine productivity. It may be difficult to apply the metrics before the energov system is "fixed" to operate optimally. **COMPLETE:** City has decided to bring the building division in house and will be using a hybrid approach going forward.

Carson City
Community Development Internal Audit
June 2022

Item No.	BOS Closure	Finding	Recommendation	City - Remediation Plan (Course of Action & Expected Benefits)	Finding corrected? (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Validation (Y,N)	Status Comments
4	3/19/2026	It was noted that there was a lack of monitoring of performance metrics as required by the City's contract with CAA. For example: permit transaction reports are attached to monthly invoices, however, the City does not monitor for timeliness of permit related activities or accuracy of the Permit fee calculations. There is also no formal customer feedback process or means of sharing unsolicited feedback with the Director.	Director should enforce the contract requirement for CAA to provide monitoring information to the City. The City and CAA should establish a customer feedback loop. Additionally the City should consider an independent audit of the consultants performance. Lastly, a quarterly or annual trend analysis of reported issues should be created and shared with the Director.	CAA typically does not have sole responsibility for a building permit's review. The delay could come from a City department. Director will work with City Manager's office on customer survey's both internal and external to the City. Reporting and surveys will be Director's responsibility.	Y	~~7/1/2024~~ ~~12/1/2024~~ 7/1/2026	2/13/2026	N	New interim Building Official began work in November 2022 and the consultant has recently hired new inspectors and permit techs. There is currently a learning curve. That said, internal work flows and fees in the building permitting computer system are being modified to reflect the code. The Director is also meeting with the land development community quarterly to obtain feedback on processes. Formal reports have not been generated during this time of transition. UPDATE: The current building official became the building official in October 2023. The CD Director is working with the Building Official to review the terms of the contract and to verify that work is occurring to meet the terms of the contract. UPDATE: The department is in the process of updating the reports that can be generated via energov. The Director is requesting that reports be created that will allow for reporting consistent with the contract. Additionally, the Director is working with the City Manager's office to modify the organizational chart to create a manager over the City's permit center, which is primarily staffed by the consultant. CLOSE: The contract with CAA ended on February 13, 2026.
5	5/18/2023	Reinspection fee was not charged for FY 2021 and 2022 resulting in losses to the City of $33,000 and $17,000 respectively. There were many instances where the Final Inspection was performed, but the permit was canceled, and auditor was unable to determine the cause for such a late cancellation.	Director should require that re-inspection fees are charged to ensure the City receives payment for work performed. Director should also determine why there were 199 permits in 2021 and 84 permits in 2022 that a final inspection was noted, but no permit was issued.	Director will work with CAA to ensure they start charging the reinspection fee. Director also agrees to look into the canceled permits where inspections occurred by September 30, 2022 and report out to the City Manager, and Audit Committee.	Y	9/30/2022	9/30/2022		The building division has been directed to charge re-inspection fees. We were not able to identify "cancelled" permits where inspections occurred. But, we are in agreement with the consultant that should not occur.
6		Building Division has not evaluated the cost of its services in 15 years to determine if the fee fully covers the costs. There is currently no reliable data on how much in employee and CAA time it takes to issue a Permit. National Association of Home Builders has stated that construction permit fees are typically 1.7% of total project cost, but City per Permit cost only came to .48% of total project costs.	As an enterprise fund building permit fees should be designed to cover all direct costs. City should use the information contained in the report to help with a cost of service study. A review of expenses should also be done to determine that appropriate and legitimate expenses are properly reported.	Community Development staff does not have the skill set to pursue this recommendation, and we would need to outsource a consultant to pursue this task. Director is watching the fund closely to make sure that non-building related activities are not paid out of this fund.	P	~~1/1/2024~~ ~~7/1/2024~~ ~~9/1/2026~~ 12/31/2026	10/1/2025		Existing staff does not have the skill set to pursue this recommendation. No action to contract for this task has been pursued. Director feels a determination as to whether or not to continue with Charles Abbott would need to be completed first. Then pursue a possible fee study. **UPDATE:** The Fee Study was approved by the Board on April 18, 2024 as part of the FY 2025 Budget preparation. **UPDATE:** A Fee study was completed October 2025, and the City is working on other fees Citywide and is planning on bringing one item to the Board to adjust fees during the Spring/Summer of 2026. **UPDATE:** Although the fee study was completed in October 2025, City Management has requested that all department directors bring forward any fee updates at end of year 2026 so that the Board can consider them together at a future date.

Carson City
Community Development Internal Audit
June 2022

Item No.	BOS Closure	Finding	Recommendation	City - Remediation Plan (Course of Action & Expected Benefits)	Finding corrected? (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Validation (Y,N)	Status Comments
7	5/18/2023	CAA contract states that the Building Official with CAA is to provide building code enforcement. Based on interviews and discussions with Director and Building Official, CAA is not providing building code enforcement.	Director and possibly DA should enforce the contract language related to code enforcement and work to come to a resolution with CAA.	Director, DA's office and Building Official are scheduled to meet in August 2022 to further discuss.	Y	11/1/2022	11/1/2022		The consultant agrees that enforcement of the International Property Maintenance Code is part of its responsibilities and is performing in that role.
8	10/6/2022	Final Plan Review doesn't include all Department Final Sign-off, which causes plan delays when inspectors note that final reviews were not signed off.	Process workflow should be implemented to address version controls, for resubmittals of the plans to all plan reviewers to ensure a newer version of the plan is rerouted to all relevant parties for final review.	Director will request that CAA implement a workflow process that addresses the version controls and final reviews sign-off.	Y	9/1/2022	8/6/2022		Community Development has reviewed the workflow in energov to verify no one is dropped off the review and the permits techs are implementing

Item No.	BOS Closure	Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
1	1/18/2024	A formal risk management program is not in place over IT. - CISA's Cybersecurity Self-Assessment is an example of a formal risk assessment, which addresses risks, vulnerabilities, impact, likelihood, and response can help IT identify risk and priorities within the environment.	Management intends to complete a formal risk assessment at a future date. Currently, IT has a monthly engagement with CISA. (IT)	Y	9/5/2023	9/5/2023		We currently do a monthly CISA engagement, but will look at doing a formal risk assessment at a future date.
2	1/18/2024	Landmark password security settings are not in compliance with industry best practices.	City will set-up 90 Day Password Change process and appropriate user level access. (Clerk/Recorder)	Y	9/15/2023	9/2/2023		90-Day password change is now functional.
3	2/1/2024	Operating system and Landmark user access reviews are not performed and documented on a regular basis to verify appropriateness of permissions granted based on the user's job duties.	City will coordinate with Catalis/Landmark the removal of accounts not applicable and create a policy to immediately remove users when employment status has changed. (Clerk/Recorder)	Y	10/1/2023	1/15/2024		Complete - on calendar to change quarterly.
4	4/18/2024	Administrator access for Landmark is not restricted to authorized and appropriate personnel.	City will work with Catalis/Landmark to define proper admin and user account access and continue to work on new application possibilities. (Clerk/Recorder)	P	~~10/1/2023~~ 1/31/2024			Working with Catalis on Marriage amendment law changes and then admin level rights to ensure staff has appropriate access. UPDATE: Completed, additionally the Clerk/Recorder is forcing password change every 90-days, due to change again April 1st.
5	2/1/2024	Firewall controls including monitoring appear in place. The Clerk-Recorder's Office should consider implementing an independent technical review of firewall rulesets by qualified service providers on an annual basis or as needed pending firewall ruleset firmware and ruleset changes.	Clerk/Recorder will work with IT to perform their firewall assessment and updates to the platform on a minimum of an annual basis.	Y	10/1/2023	12/15/2023		Complete - An SOP (Standard Operating Procedure) has been established and is active. Process will be scheduled on a quarterly basis.
6	8/15/2024	Ongoing monitoring over network capacity and performance is not conducted.	IT is currently looking to purchase the right tool.	Y	7/1/2025	4/15/2024		CIP request for FY 24 has been requested. - Completed 4/15/2024 via Palo Alto Network
7	2/1/2024	Data loss prevention tools are in place, but a centralized preventative tool is not.	IT currently has implemented ForcePoint as of this August.	Y	9/5/2023	9/6/2023		Completed as of 9/6/2023
8	8/15/2024	Application restoration testing is not performed on a semi-annual basis.	IT is currently looking to purchase additional resources to conduct testing without business impact.	Y	7/1/2025	4/25/2024		CIP request for FY 24 has been requested. - Completed 4/25/2024 via Dell VX Rail deployment

Item No.	BOS Closure	Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
9		Due diligence is not performed to confirm that software vendors who support in-scope significant applications have established appropriate security - specifically over activities related to access control and software development lifecycles.	City will continue to pursue vendor alternatives and in the meantime, meet with Catalis/Landmark on a semi/annual basis. City has connected with the account management and we are waiting on the most recent request, and connected with Catalis/Landmark IT about updates. (Clerk/Recorder)	P	12/31/2026			CIP/Supplemental request will be submitted for FY 25 budget to fix Marriage, Property Alert and then Recording Software. UPDATE 5-14-2024 - In progress with four vendors, Helion, Tyler, Harris and GOVOS - Harris ad GOVOS being vetted by IT before taking next steps, a winter/Spring project 2025 with elections occurring in 2024. **UPDATE 10-9-2025:** Recorder's office is doing 3 things, they are (1) moving to Harris for the property alert feature, this will occur in the Winter, early Spring 2026. (2) Waiting on Landmark/Catalis as they have introduced their cloud based product, but are beta testing with Counties, waiting until this is stable, not expected until mid-2026. (3) Another Vendor Helion offers a cloud service which is worth looking at as they meet FIPS requirements. Implementation would not occur until late 2026 or early 2027.
10	8/15/2024	The Disaster Recovery testing program is not sufficient to demonstrate the organization's ability to meet its continuity objectives.	IT is currently looking to purchase additional resources to conduct testing without business impact.	Y	7/1/2025	4/25/2024		CIP request for FY 24 has been requested. - Completed 4/25/2024 via Dell VX Rail deployment

Credit Card payment Security Compliance
September 2025

Item No.	BOS Closure	Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
1		We recommend that the City initiate a cross-department review of payment processing arrangements to identify areas where fee structures can be aligned, minimize inconsistences in vendor agreements, and explore opportunities, where feasible to improve transparency, enhance vendor oversight, and support long-term cost efficiency. These efforts would also contribute to a more standardized approach to payment processing and compliance management.	Treasurer agrees with the findings and will work on various transaction processors to determine if it is advantageous and feasible for the City to consolidate these services	*Y*	10/1/2026	10/1/2026	N	Treasurer has determined that the current payment processors and corresponding contracts in place meet the City's needs, as it relates to rates, system integration, PCI compliance, system management, staff usage, and considerations for customers. The Treasurer will continue to review this matter annually to ensure the City is paying the best rates for services provided.
2	11/6/2025	We recommend that the Treasurer collaborate with the Contract Administrator to ensure contracts and SLAs are kept current. The Contract Administrator could also act as a reviewer and maintain copies of relevant documentation to support continuity and oversight. This includes verifying that terms, fee structures, service levels, and compliance obligations are clearly defined and reflect the most recent agreements.	Treasurer agrees with this findings, and is working with the Contract Administrator to ensure the contracts are retained in the contract pool, and kept current.	Y	10/1/2025	10/1/2025	N	Treasurer met with the Contracts Administrator and this recommendation has been fully implemented.

Item No.	BOS Closure	Finding and Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
1	6/18/2026	City's policy requires the Board of Supervisors ("Board") to acknowledge the disposal of assets annually. RECOMMENDATION: Management should implement procedures to ensure compliance with the policy by presenting disposals to the Board on an annual basis.	Finance typically brings disposals to the Board during the Fiscal Audit presentation, and those two topics don't really work together. Finance is planning on bringing a stand alone item to the 2nd meeting in April when the new CIP Plan is heard, as that seems like a more appropriate time for the Board to review disposals.	Y	~~4/19/2026~~ 5/21/2026	5/21/2026		The budget process is quite busy with a lot of moving pieces to ensure it is accurate and complete. Unfortunately, the CFO neglected to bring disposals to the Board when intended. CFO will instead bring them with the Final Budget on May 21st, and seek guidance on when the Board would like to review disposals. **UPDATE:** Capital deletions reviewed the disposals list on 5/21/2026, and the Board directed staff to bring disposals each year with the presentation of the audit.
2		Observation - Capital Asset Policy does not display an effective reviewed date on the physical document. PolicyTech does include an annual review date, but who has access to the document has not be reviewed in quite some time. RECOMMENDATION: Management should update accessibility of the Capital Asset Policy to ensure employees who need access have it and are reminded to review the policy annually.	Finance will review who has access to the Policy to ensure the appropriate staff have access. The system will be set to require both finance to review the policy annually, and employees to read the policy annually.	P	~~6/30/2026~~ 12/31/2026			Previous contracts person in Finance, is no longer with the City, and was unable to complete this before her final day. It has been reassigned, but Finance will need extra time to get it completed.

Item No.	BOS Closure	Finding and Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
1		Build upon its existing policies and procedures by reviewing and updating current documentation to ensure it accurately reflects actual practices, roles, and control activities.	The Public Guardian outsourced the development of comprehensive standard office procedures (SOP's) that align with Nevada Revised Statutes Chapters 159 and 253 and National Guardianship Association (NGA) Standards of Practice. The SOP's consist of five volumes; 1) Governance & Authority, 2) Fiduciary Management, Financial Operations & Internal Controls, 3) Case Management, Client Operations & Service Delivery, 4) Guardianship Operations (NRS Chapter 159) and 5) Public Guardian Authority (NRS Chapter 253). This project is slated to be completed by the end of June 2026.	*Y*	6/30/2026	6/30/2026	N	Per Sandra, this is complete and can be closed.
2		We recommend that CCPG Formalize and document its review, monitoring, and oversight activities to strengthen its control environment.	The Public Guardian will formalize its review and oversight activities to ensure a stronger control environment by 12/31/2026. Volume 2 of the SOPs-Fiduciary Management, Financial Operations & Internal Controls, Section 5-Disbursements and Payables defines roles and responsibilities for supervisory review, expectations for frequency and scope of oversight per NRS and NGA best practices. The Public Guardian will supplement Volume 2 of the SOPs to address the following: • Invoice/expense preparation and payment • QuickBooks Reconciliations-Review and approval • QuickBooks-User Profiles and assignments • P-card-Expense Request Form	N	12/31/2026			

Item No.	BOS Closure	Finding and Recommendation	Remediation Plan (Course of Action & Expected Benefits)	Finding corrected (Y, N, Partial)	Expected Compl. Date	Actual Compl. Date	Auditor Verified? (Y, N)	Status Comments
1		EXTERNAL Penetration Test - Zero Findings! Internal Vulnerability Assessment Results which may expose sensitive information or be used in conjunction with other issues aiding in exploitation.	Internal Vulnerability Assessment Resulted in 31 Findings - 3 Critical, 11 High, and 17 Medium. IT will address these in order of vulnerability.	N				
2		Microsoft 365 Tenant Assessment Results identified 95 configuration recommendations spanning identity and access management, governance and compliance, third party and external permissions, and threat prevention controls. These are opportunities to strengthen the tenant configuration rather than confirmed vulnerabilities.	Microsoft 365 resulted in 95 recommendations - 69 High, 11 Medium, and 15 Low. IT will address these in order of vulnerability.	N				
3		Endpoint Security Assessment Results - Tested one representative workstation for alignment with applicable Center for Internet Security (CIS) Configuration guidance. Noted 16 Findings	Endpoint Security - 16 Findings 1 Critical, 5 High, 8 Medium, and 2 Low. IT will address these in order of vulnerability.	N				

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through October 23, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to accept the report.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carsoncity.gov. A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements and the ending balance of each cash account for every fund in the City as of October 23, 2026. It is important to note that there will always be timing differences with these balances - for example, while all departments take deposits to the bank on a daily basis, there is usually a delay between when the reports are prepared and when they are entered into the system.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 251.030 and 354.290

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives
N/A

Attachment(s):
BOS Cash Report 10-23-26.pdf

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

_____
(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 10/2/2026 & 10/23/2026

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	
101	GENERAL FUND	$ 24,114,350.32	$ 6,830,388.85	$ 7,621,793.06	$ 23,322,946.11	
201	AIRPORT FUND	-	13,021.40	13,021.40	-	
202	COOPERATIVE EXTENSION FUND	653,203.92	35,978.37	-	689,182.29	
208	SUPPLEMENTAL INDIGENT FUND	4,284,163.27	323,222.02	88,095.95	4,519,289.34	
210	CAPITAL PROJECTS FUND	33,579,557.45	140,531.77	2,310,188.45	31,409,900.77	
215	SENIOR CENTER FUND	575,045.02	140,532.58	56,983.09	658,594.51	
225	CARSON CITY TRANSIT FUND	656,686.40	11,018.16	151,555.91	516,148.65	
230	LIBRARY GIFT FUND	162,650.99	204.00	1,180.67	161,674.32	
235	LANDSCAPE MAINTENANCE FUND	937,851.22	31,721.59	15,942.75	953,630.06	
236	ADMINISTRATIVE ASSESSMENT FUND	30,444.89	2,541.00	-	32,985.89	
237	NEIGHBORHOOD IMPROVEMENT DISTRICTS	462,946.69	12,442.22	12,895.00	462,493.91	
240	TRAFFIC/TRANSPORTATION FUND	11,291.82	65.00	-	11,356.82	
245	CAMPO FUND	89,914.79	-	23,960.37	65,954.42	
250	REGIONAL TRANSPORTATION FUND	8,650,225.19	1,318.68	1,093,628.76	7,557,915.11	
253	STREET & HIGHWAY INFRASTRUCTURE FUND	3,929,865.04	-	5,528.79	3,924,336.25	
254	QUALITY OF LIFE FUND	4,369,181.44	2,734.15	179,791.53	4,192,124.06	
256	STREET MAINTENANCE FUND	703,146.95	-	448,158.04	254,988.91	
275	GRANT FUND	1,368,967.52	62,825.32	913,723.42	518,069.42	
280	COMMISSARY FUND	44,546.59	8,801.07	15,746.88	37,600.78	
287	911 SURCHARGE FUND	84,176.09	20,132.57	15,231.42	89,077.24	
310	INFRASTRUCTURE TAX FUND	2,524,041.96	630,618.90	65,451.86	3,089,209.00	
340	EXTRAORDINARY MAINTENANCE FUND	14,618,160.49	-	69,971.83	14,548,188.66	
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,655,131.64	11,000.00	6,023.20	1,660,108.44	
410	DEBT SERVICE FUND	1,376,592.91	-	-	1,376,592.91	
501	AMBULANCE FUND	4,773,564.22	198,034.93	351,598.31	4,620,000.84	
505	STORMWATER FUND	3,396,815.45	230,758.80	52,127.71	3,575,446.54	
510	WASTEWATER FUND	45,481,755.02	1,390,072.36	912,861.86	45,958,965.52	
520	WATER FUND	26,521,182.14	1,907,194.35	974,893.29	27,453,483.20	
525	BUILDING PERMITS FUND	1,711,051.45	130,187.81	124,932.64	1,716,306.62	
530	CEMETERY FUND	584,566.83	7,891.16	13,128.29	579,329.70	
560	FLEET MANAGEMENT FUND	1,000,777.85	-	217,807.61	782,970.24	
570	GROUP MEDICAL INSURANCE FUND	(875,143.61)	999,490.44	198,343.28	(73,996.45)	[1]
580	WORKERS COMPENSATION FUND	3,057,730.47	70,870.91	84,025.23	3,044,576.15	
590	INSURANCE FUND	1,858,208.97	1,050.00	20,303.47	1,838,955.50	
602	REDEVELOPMENT ADMINISTRATIVE FUND	297,064.15	-	29,530.29	267,533.86	
603	REDEVELOPMENT REVOLVING FUND	12,299,571.61	500.00	179,554.63	12,120,516.98	
604	REDEVELOPMENT TAX INCREMENT FUND	1,435,600.24	402,511.14	-	1,838,111.38	
730	SCHOOL DEBT FUND	18,557,602.84	1,275,940.44	-	19,833,543.28	
740	CARSON CITY TOURISM AUTHORITY	5,979,207.44	120,406.03	103,614.42	5,995,999.05	
748	CARSON CITY SCHOOL OPERATING FUND	903,580.25	2,107,922.03	-	3,011,502.28	
750	STATE OF NEVADA FUND	2,677,483.85	651,660.71	2,380.00	3,326,764.56	
752	RANGE IMPROVEMENT FUND	156.98	-	-	156.98	
756	EAGLE VALLEY WATER DISTRICT FUND	23,244.68	139.96	-	23,384.64	
760	WATER SUB-CONSERVANCY FUND	7,601.23	157,460.18	109,745.08	55,316.33	
765	FISH AND GAME FUND	5,849.14	-	-	5,849.14	
770	FORFEITURE ACCOUNT	56,730.54	-	-	56,730.54	
793	CONTROLLER'S TRUST FUND	10,991.21	-	9,011.05	1,980.16	
850	CARSON CITY OPEB TRUST FUND	6,619,935.28	115,758.58	3,253.10	6,732,440.76	
TOTAL		**$ 241,267,270.83**	**$ 18,046,947.48**	**$ 16,495,982.64**	**$ 242,818,235.67**	

[1] Timing difference - insurance bills paid prior to recording of payroll withholdings.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding (1) a determination that D&D Roofing and Sheet Metal, Inc. ("D&D") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338, and whether to award Contract No. 27300209 ("Contract") to D&D for the Community Center Roofing Project ("Project") for a total amount of $1,801,643, which consists of $1,593,423 for the base bid and $208,220 for the bid alternate item; (2) authorization of a 10 percent contingency amount of $180,164.30 for a total not to exceed Contract amount of $1,981,807.30; and (3) authorization for the Public Works Director to expend the contingency, if necessary. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the Contract and contingency, as presented, and authorize the Public Works Director to approve the expenditure of the 10 percent contingency, if necessary.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
May 21, 2026 (Item 17A) – The Board of Supervisors ("Board") approved the Final Budget for Fiscal Year 27, which included the Capital Improvement Plan.

August 7, 2025 (Item 16A) - The Board approved the Community Development Block Grant ("CDBG") 2025 – 2026 final appropriation.

May 27, 2025 (Item 5A) – The Board approved the Final Budget for Fiscal Year 26, which included the Capital Improvement Plan.

Background/Issues & Analysis
Carson City is seeking Board approval to award a construction contract for the Community Center Roof Replacement Project at 851 E. William Street, funded through CDBG funds. The existing roof system has reached the end of its serviceable life, with more frequent maintenance needs. The project encompasses approximately ±46,700 square feet of roofing across eight sections and will utilize a cold-applied, 2-ply NO VOC modified bituminous membrane roofing system. Based on conditions observed

in various areas of the roof, some areas will receive a new roofing system installed directly over the existing substrate, while other areas require full tear-off to the wood deck, installation of new polyisocyanurate insulation, and complete replacement of the entire roofing assembly.

A notice to contractors regarding the opportunity to bid on the Project was published in the Reno Gazette Journal and posted on NGEM on September 1, 2026. Bids were due at 2:00 p.m. on September 24, 2026. Five bids were opened at approximately 2:30 p.m. on September 24, 2026.

Below are the three lowest bids received:

Bidder	Base Bid	Bid Alt 1	Total
1. D&D	$1,593,425	$208,220	$1,801,643
2. State Roofing Systems	$1,815,571	$91,345	$1,906,916
3. 702 Roofing LLC	$1,985,850	$59,995	$2,045,845

Staff recommends awarding D&D 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

If yes, account name/number: Capital Projects Fund, Roof Refurbish/Repair Account – 2101005-500477, Project # G070126001
Grant Fund, Community Development Block Grants Account – 2750620-501225, Project # G070126001

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Account 2101005-500477, Project # G070126001, will be reduced by a not-to-exceed amount of $1,599,211.30, FY 2026 CIP was $550,000, and FY 2027 CIP approved amount was $950,000, leaving an available budget of $1,500,000. The Upper Pool Roof bid came in underbudget, and the City was able to transfer $100,000 to this project, making the available budget of $1,600,000.

Account 2750620-501225, Project #G070126001 will be reduced by a not-to-exceed amount of $382,596, with an available budget of $382,596.

Alternatives
Do not approve the Contract and/or provide alternative direction to staff.

Attachment(s):
27300209 Bid Tabulation_ROA.pdf

27300209 DRAFT Contract.pdf

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

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_____

_____

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_____

(Vote Recorded By)

Bid No. 27300209 Carson City Community Center Roofing Project

Date and Time of Opening: 9/24/2026 @ 2:30pm

				D&D Roofing and Sheet Metal		State Roofing Systems		702 Roofing LLC		Brazos Urethane, Inc.		CTR Roofing Ltd	
				Total Price	$1,593,423.00	Total Price	$1,815,571.00	Total Price	$1,985,850.00	Total Price	$2,061,124.00	Total Price	$2,170,850.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Resurface Upper and Lower Community Center Roof	1	LS	$1,589,123.00	$1,589,123.00	$1,812,183.00	$ 1,812,183.00	$1,981,250.00	$1,981,250.00	$2,047,574.00	$2,047,574.00	$606,167.50	$606,167.50
1.2	Dry Rot Wood Decking Replacement (Contingent Item)	400	SF	$8.00	$3,200.00	$5.50	$2,200.00	$7.50	$3,000.00	$25.00	$10,000.00	$1,303.90	$521,560.00
1.3	Dry Rot Wood Nailer Replacement (Contingent Item)	50	LF	$12.00	$600.00	$14.50	$725.00	$10.00	$500.00	$20.00	$1,000.00	$10,431.23	$521,561.50
1.4	Wet or Damaged Insulation Replacement (Contingent Item)	100	SF	$5.00	$500.00	$4.63	$463.00	$11.00	$1,100.00	$25.50	$2,550.00	$5,215.61	$521,561.00
	Schedule A: Base Bid Items			**$1,593,423.00**		**$1,815,571.00**		**$1,985,850.00**		**$2,061,124.00**		**$2,170,850.00**	
2.1	Full Roof Tear-Off and Sloped Insulation for Sections A, C, E , and G.	1	LS	$208,220.00	$208,220.00	$91,345.00	$91,345.00	$59,995.00	$59,995.00	$532,500.00	$532,500.00	$625,705.00	$625,705.00
	Schedule B: Alternate Bid Item 1			**$208,220.00**		**$91,345.00**		**$59,995.00**		**$532,500.00**		**$625,705.00**	
	Total Response Amount			**$1,801,643.00**		**$1,906,916.00**		**$2,045,845.00**		**$2,593,624.00**		**$2,796,555.00**	

Carson City is recommending award to D&D Roofing and Sheet Metal, and is tentatively scheduled for approval and award at the November 5, 2026, Board of Supervisors' meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300209
Title: Community Center Roofing Project

THIS CONTRACT is made and entered into this 5th day of November 2026, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and D&D Roofing & Sheet Metal, Inc., hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(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. 27300209,** titled **Community Center Roofing Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors 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. 27300209 including, but not limited to, the Notice to Contractors, 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 viewed through the Carson City Website https://carsoncity.gov/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	_____

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.carsoncity.gov), 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:

Jason Glines, Vice President
D&D Roofing and Sheet Metal, Inc.
1000 Glendale Ave.
Sparks, NV 89431
775-685-5555
Jglines@ddroofing.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carsoncity.gov

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Eight Hundred One Thousand Six Hundred Forty Three Dollars and 00/100 ($1,801,643.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY**

possession all proprietary information in accordance with **Section 21.**

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the 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.

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.

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

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or

others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY
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@carsoncity.gov

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
District Attorney or his or her Authorized Designee

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 _____

Project# G070126001
Account # 2101005-500477
2750620-501225

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300209
Title: Community Center Roofing 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: Jason Glines
TITLE: Vice President
FIRM: D&D Roofing and Sheet Metal, Inc.
CARSON CITY BUSINESS LICENSE #: BL-003900
NEVADA CONTRACTORS LICENSE #: 0013598A
Address: 1000 Glendale Ave.
City: Sparks **State:** NV **Zip Code:** 89431
Telephone: 775-685-5555
E-mail Address: jglines@ddroofing.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

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

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300209
Title: Community Center Roofing Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada, at their publicly noticed meeting of November 5, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300209** and titled **Community Center Roofing Project.** Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, 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

DATED this 5th day of November 2026.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 5th day of November 2026.

PERFORMANCE BOND

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

Bond #:_____

KNOW ALL PERSONS 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# 27300209** and titled **Community Center Roofing 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# 27300209** and titled **Community Center Roofing Project**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	

Printed Name of Principal:

Attest By: **(Signature of Notary)**

Subscribed and Sworn before me this day of ,20____

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS 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# 27300209 and titled Community Center Roofing 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# 27300209** and titled **Community Center Roofing Project**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

Exhibit A

CITY OF CARSON CITY, NEVADA
BID BOND

Due from Bidder/Prime Contractor at bid submission.

We the undersigned, D & D Roofing and Sheet Metal, Inc. , as "**Principal**", and Travelers Casualty and Surety Company of America , as "**Surety**", are hereby held and firmly bound unto the City of Carson City, Nevada, as "**Obligee**" in the penal sum of Five Percent of Said Bid Dollars ($) 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 Nevada Revised Statute 332.105 authorizes local governments to require bid bonds to ensure 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 №** , **PWP №** CC-2027-537 , for the **Project**: Carson City Community Center Roof Replacement .

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: 09/15/2026

Jason Glines Vice President	Christie S Elliott, Attorney In Fact
Principal/Authorized Representative Printed Name	*Surety Printed Name*
Principal/Authorized Representative Signature	*Surety Signature*

Exhibit A

TRAVELERS

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **CHRISTIE S ELLIOTT** 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 **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, 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 **15th** day of **September**, **2026**.

SEAL SEAL SEAL

_____
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.

ALL-PURPOSE ACKNOWLEDGEMENT

State of Nevada

County of Washoe

On September 15, 2024 before me, Brandy Spell-Taelour
(Notary)
Notary Public, personally appeared, Christie S Elliott
Name(s) of Document Signer(s)

Personally, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/them authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

BRANDY A. SPELL-TAELOUR
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 06-108235-2 - Expires August 17, 2030

Signature of Notary

(Affix seal in the above blank space)

NGEM
Nevada Gov eMarketplace

27300209 Addendum 2
D&D Roofing and Sheet Metal
Supplier Response

Event Information

Number: 27300209 Addendum 2
Title: Carson City Community Center Roofing Project
Type: Invitation for Bid
Issue Date: 9/3/2026
Deadline: 9/24/2026 02:00 PM (PT)
Notes: *Carson City invites qualified firms to submit sealed bids for the below referenced project. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications, and special conditions related hereto.*

The U.S. Department of Labor Wage & Hour Division agreed to adopt Nevada's prevailing wage rates for Davis-Bacon Highway, Heavy, and Building Wage Determinations. Consequently, the need to conduct a wage comparison between the federal and state rates no longer exists. Therefore, the Wage Comparison Worksheet is no longer required and not included with this solicitation.

PROJECT TITLE
Community Center Re-Roof

CCPW PROJECT NO.
G070126001

PWP No.
CC-2027-537

ENGINEER'S ESTIMATE
$ 1,750,000

PROJECT TYPE
This project is deemed a vertical construction project.

SUMMARY

Re-roofing of upper and lower Community Center Roof. Contractor License C-15 or C-15a is required.

PRE-BID MEETING

This project will conduct a mandatory pre-bid meeting on September 15, 2026, at 10:00 am at the Community Center located at 851 E. William St. in Carson City, NV.

FUNDING

This project is federally funded through CDBG.

BUILD AMERICA, BUY AMERICA ACT

This project is subject to BABAA requirements.

DISADVANTAGED BUSINESS ENTERPRISE GOAL

DBE does not apply to this project.

ON-THE-JOB TRAINING GOAL

This project has no OJT goal.

QUESTIONS

Questions may only be submitted via NGEM. Questions are to be submit, and will be responded to, via Addendum.

Contact Information

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

Exhibit A

D&D Roofing and Sheet Metal Information

Contact: Sam Chamberlin
Address: 1000 Glendale Ave
Sparks, NV 89431
Phone: (775) 685-5555
Fax: (775) 685-5555
Email: schamberlin@ddroofing.com

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

ALBERT DUTRA
Signature

adutra@ddroofing.com
Email

Submitted at 9/24/2026 12:14:11 PM (PT)

Supplier Note

PROPOSED MANUF = SIPLAST W/ 40 YR WARRANTY & 5 YR CONTRACTOR WARRANTY

Requested Attachments

CC-BID-01 Vendor Information
Due with bid submission.
CC-BID-01 Vendor Information.pdf

CC-BID-03 Conflict of Interest Disclosures
Due with bid submission.
CC-BID-03 Conflict of Interest Disclosures.pdf

CC-BID-05 Certified Payroll Certification of Authorization & Understanding
Due with bid submission.
CC-BID-05 Certified Payroll Cert.pdf

CC-BID-06 Subcontractors, Suppliers, & Subconsultants Bidding
Due with bid submission.
CC-BID-06 Sub FORM.pdf

CC-BID-07 5% Subcontractor Information
Due with bid submission.
CC-BID-07 5% Subcontractor Information.pdf

CC-BID-08 Bid Bond
Due with bid submission.
CC-BID-08 Bid Bond.pdf

References
Due with bid submission.
EXPERIENCE STATEMENT.pdf

CC-BID-10 1% Subcontractor Information
Due from the three lowest bidders within two hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*
CC-BID-10 1% Subcontractor Information.pdf

CC-BID-11 Affidavit Regarding Debarment & Suspension 23 USC 112(c)
Due with bid submission.
CC-BID-11 Affidavit DEBARMENT.pdf

CC-BID-12 Debarment & Suspension Certification
Due with bid submission.
CC-BID-12 Debarment & Suspension Certification.pdf

CC-BID-13 Lobbying Certification & Disclosure

CC-BID-13 Lobbying Certification & Disclosure.pdf

Exhibit A

Due with bid submission.

CC-BID-16 Buy America Certification

CC-BID-16 Buy America Certification.pdf

Due with bid submission.

CC-BID-17 BABAA Certification

CC-BID-17 BABAA Certification.pdf

Due with bid submission.

CC-BID-23 Certifications Regarding Section 3 Provisions & Segregated Facilities

CC-BID-23 Cert SEGREGATED.pdf

Due from the three lowest bidders within forty-eight (48) hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*

CC-BID-24 Section 3 Clause & Contractor Section 3 Plan

CC-BID-24 Section 3 Clause & Contractor Section 3 Plan.pdf

Due from the three lowest bidders within forty-eight (48) hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*

CC-BID-25 Section 3 Contractor Permanent Workforce

CC-BID-25 Section 3 Contractor Permanent Workforce.pdf

Due from the three lowest bidders within forty-eight (48) hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*

CC-BID-26 Section 3 Estimated Workforce Breakdown

CC-BID-26 Section 3 Estimated Workforce Breakdown.pdf

Due from the three lowest bidders within forty-eight (48) hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*

Response Attachments

Copy of Certificate of Eligibility for License #13598A_001.pdf

PREF BIDDER CERTIFICATE

Bid Attributes

1	**Acknowledgement of Addenda** Acknowledge the number of bid addenda. *(Enter "0" if none.)* 2
2	**Vendor Information** Bidder acknowledges the requirement to complete form *CC-BID-01 Vendor Information* and provide any requested attachments. *(e.g. licenses)* ☑ Acknowledged

3	**License Requirements** Exhibit A Bidder affirms that it is licensed* by the State of Nevada to do the type and value of work contemplated in this Bid Advertisement. Bidder affirms that it possesses a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid. Bidder affirms that subcontractor bids used to prepare its bid have been obtained from subcontractors who are properly licensed* to perform their portion of the work by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid. Bidder acknowledges that any subcontractor named by the bidder who is not properly licensed* to perform their portion of the work will not be permitted to commence or continue work on the project. Upon such discovery, the Bidder must provide an acceptable subcontractor within 48 hours before work on the project commenced or continued. **For federally assisted contracts, all requirements for such shall apply and 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 recognized classification to perform the work in connection with the award of the contract to them.* ☑ Acknowledged
4	**References** Bidder acknowledges the requirement to provide a reference letter, on company letterhead, that includes at least three contracts of a similar nature performed by the Bidder in the previous three years with the following information: • *Company Name & Mailing Address* • *Company Phone & Email* • *Project Title* • *Scope of Work* • *Dates of Performance* • *Amount of Contract* If the letter does not include at least three contracts of a similar nature performed by the Bidder in the previous three years, then it must also list the Bidder qualifications 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. ☑ Acknowledged

5	**Prevailing Wages** Exhibit A Bidder acknowledges they have read and understand the prevailing wages applicable to this project. The U.S. Department of Labor Wage & Hour Division agreed to adopt Nevada's prevailing wage rates for Davis-Bacon Highway, Heavy, and Building Wage Determinations. Consequently, the need to conduct a wage comparison between the federal and state rates no longer exists. Therefore, the Wage Comparison Worksheet is no longer required and not included with this solicitation. Prevailing wages are validated through the bid opening date listed on the Activities tab to ensure compliance with NRS 338.030(9)(a). Updates will be provided via the issuance of an addendum. Prevailing Wages - Northern Nevada Rural Region: Apply to bid advertisements that are expected to exceed $100,000 in total project cost and are made available on the "Attachments" tab. Davis-Bacon Wages: Apply to bid advertisements where federal funding exceeds $2,000 and are made available on the "Attachments" tab. ☑ Acknowledged
6	**Apprenticeship Utilization Act** Bidder affirms they, and all subcontractors, will comply with the requirements of the NRS 338.01165, the Apprenticeship Utilization Act (AUA), unless a modification, waiver, or exemption applies. ☑ Acknowledged
7	**Postings & Notices** Bidder acknowledges and agrees to comply with the required postings and notices provided with this solicitation. ☑ Acknowledged

8	**Build America, Buy America Act** Exhibit A Bidder acknowledges the requirements of the Build America, Buy America Act (BABAA) and hereby accepts responsibility for ensuring that the Bidder and all subcontractors comply with all requirements of BABAA which expands the requirements of the Buy America Act to include permanently incorporated construction materials. Bidder acknowledges that no federal funding assistance for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. Bidder must complete the provided BABAA certifications with this bid submission. A “construction material” as defined under BABAA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following: non-ferrous metals; plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables; glass (including optic glass); lumber; or drywall. 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 considered as manufactured products rather than construction materials. All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Covered material submittals must be accompanied by form *CC-DOC-03 Certification of Materials Origin* prior to the installation of the material or product. Unless form *CC-DOC-03* is provided, covered materials will be considered of foreign origin. ☑ Acknowledged
9	**Required Contract Provisions** Bidder acknowledges the contract provisions provided with this solicitation and hereby accepts responsibility for ensuring that all required contract provisions are incorporated by the Bidder and subcontractors in any contract or subcontract issued in connection with this project. ☑ Acknowledged
10	**Subcontractor Documents** Bidder acknowledges and accepts responsibility for ensuring that subcontractors are furnished with all documents and contract provisions required of them under this solicitation, and for ensuring that subcontractors duly complete and submit all required documentation to the City in accordance with the requirements. ☑ Acknowledged
11	**Monthly Report of Payments & Subcontractor Payment Certifications** Prime contractors are required to submit a Monthly Report of Payments made to its subcontractors and subconsultants on form *CC-DOC-01 Monthly Report of Payments to Subcontractors* with each PayApp. Certifying such payments is completed using form *CC-DOC-02 Subcontractor Payment Certification*. See form for instructions. Both forms are made available in VPM to the awarded Bidder. ☑ Acknowledged

1
2

Submission of Bid Proposal & Statement of Non-Collusion Exhibit A

By submitting a proposal, Proposers hereby affirm that they shall not modify, revise, annotate, or otherwise alter any bid forms or contract documents, including the Contract Template provided with this solicitation. Any proposal containing such modifications may, at the sole discretion of the City, be deemed non-responsive and rejected without further consideration. Any contract issued pursuant to this solicitation shall be accepted in its entirety and without amendment. No revisions, negotiations, or alterations to the contract documents will be permitted.

Prices must be quoted FOB Carson City, Nevada, and shall remain firm and valid for sixty (60) calendar days following the bid opening.

By acknowledgment, I hereby do depose and say that I am the Owner or Authorized Agent of the Bidder and that I have read and agree to abide by this Bid Proposal which may include but is not limited to the following:

- *Bidder Instructions,*
- *Bid Plans/Drawings,*
- *General Conditions,*
- *Special Conditions,*
- *Standard Specifications,*
- *Technical Specifications,*
- *Geotechnical Reports,*
- *Bid Bond,*
- *Proposal Summary,*
- *Contract Template,*
- *Contract Award Instructions, and*
- *Addenda to this solicitation that may be published prior to bid opening.*

Furthermore, we recognize and understand the terms, conditions, and requirements thereof. If our bid is accepted, we, the Bidder, agree to furnish and deliver all materials except those specified to be furnished by the City 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.

Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this proposal.

☑ Acknowledged

Bid Lines

1

Package Header

Schedule A: Base Bid Items

Quantity: 1 Total: $1,593,423.00

Package Items

1.1 Resurface Upper and Lower Community Center Roof

Quantity: 1 UOM: LS Unit Price: $1,589,123.00 Total: $1,589,123.00

1.2 Dry Rot Wood Decking Replacement (Contingent Item)

Quantity: 400 UOM: SF Unit Price: $8.00 Total: $3,200.00

Exhibit A

1.3 Dry Rot Wood Nailer Replacement (Contingent Item)

Quantity: 50 UOM: LF Unit Price: $12.00 Total: $600.00

1.4 Wet or Damaged Insulation Replacement (Contingent Item)

Quantity: 100 UOM: SF Unit Price: $5.00 Total: $500.00

2 Package Header

Schedule B: Alternate Bid Item 1

(Line excluded from response total)

Quantity: 1 UOM: EA Total: $208,220.00

Package Items

2.1 Full Roof Tear-Off and Sloped Insulation for Sections A, C, E , and G.

Quantity: 1 UOM: LS Unit Price: $208,220.00 Total: $208,220.00

Response Total: $1,593,423.00

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

PROFILE

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC	G070126001	(•) Bidder/Prime ( ) Subcontractor

NV Business License №	Carson City Business License №	Employer Identification №	Unique Entity Identifier (UEI)*
NV19771002316 *Attach copy of NV Business License*	BL-003900-2020 *Attach copy of CC Business License*	88-0140567	JJ95XJJMGJM5 *Attach copy of SAM.gov UEI printout*

**Only applicable to federally-funded projects.*

ADDRESS

Physical Address, City, State, ZIP	1000 GLENDALE AVE. SPARKS, NV 89431
Mailing Address, City, State, ZIP *(if different)*	
Telephone № (775) 685-5555	Website URL WWW.DDROOFING.COM

CONTACT PERSON

Contact Person JASON GLINES	Title / Position VICE PRESIDENT
Contact Person Phone № (775) 685-5555	Contact Person Email JGLINES@DDROOFING.COM

CONTRACTOR LICENSE INFORMATION *List all that apply to this solicitation. See Instructions to Bidders, IB.1.21 for more information regarding applicability. Attach copies of license(s).*

License Class	License №	Monetary Limit	Issue Date	Expiration Date	Name of Licensee(s)
C-15	0013598A	UNLIMITED	04/28/1977	04/30/2028	CHAD OSORNO, RON PAGE

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

DISCLOSURE OF PRINCIPALS

(1) Individual and/or Partnership	CHAD OSORNO - PRESIDENT
Address, City, State, ZIP	1000 GLENDALE AVE. SPARKS, NV 89431
(2) Individual and/or Partnership	JASON GLINES - VICE PRESIDENT
Address, City, State, ZIP	1000 GLENDALE AVE. SPARKS, NV 89431
(3) Individual and/or Partnership	BEN SCHWARTZ - CFO
Address, City, State, ZIP	1000 GLENDALE AVE. SPARKS, NV 89431
(4) Individual and/or Partnership	
Address, City, State, ZIP	
(5) Individual and/or Partnership	
Address, City, State, ZIP	

Insert additional pages, if needed.

AWARDED CONTRACT INFORMATION *Applicable to Bidder only.*

If awarded the contract for this work, the contract form for the work will be routed via electronic means. Please identify the authorized representative (corporate officer or person authorized to bind the company for future work) that will be signing this bid submission and any resulting contract.

Company Name: D&D ROOFING AND SHEET METAL INC	
Authorized Representative: JASON GLINES	
Authorized Representative Title/Position: VICE PRESIDENT	
Authorized Representative Email Address: JGLINES@DDROOFING.COM	Authorized Representative Phone №: (775) 685-5555
Mailing Address, City, State, ZIP: 1000 GLENDALE AVE. SPARKS, NV 89431	

PREPARER SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to prepare this form on behalf of the entity named herein.

Jason Glines
Preparer's Printed Name

9/23/26
Preparer's Signature & Date

Exhibit A

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113 (702) 486-1100 FAX (702) 486-1190

SPECIALTY CONTRACTOR'S RESTRICTED CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***SBPC-04-01-28-0056***

D & D ROOFING AND SHEET METAL INC (HEREIN THE "CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0013598A*** ORIGINAL ISSUE DATE: ***04/28/1977*** BUSINESS TYPE: ***CORPORATION*** CLASSIFICATION: ***C15-ROOFING & SIDING*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE***, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***MAY 1, 2026*** AND EXPIRES ON ***APRIL 30, 2027***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Susan Broili Kamesch 4.20.2026

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR DAVID BEHAR, EXECUTIVE OFFICER

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

EXPERIENCE STATEMENT

The Bidder hereby certifies that it has a current and valid Contractor's License, in good standing, issued by the State of Nevada Contractors' Board and that the information below is a true and correct record of its experience in construction of a type similar in magnitude and character to that contemplated under this contract. The following references can give a fair and unbiased evaluation of the Bidder's performance. Additional pages outlining this portion of the bid may be attached.

Company Name of Bidder: D&D ROOFING AND SHEET METAL INC.

Nevada Contractor's License Number: 13598A&B Expiration Date: 4/30/28

Classification: C-15 (applicable to the work) Financial (Dollar) Limit: UNLIMITED

Description of Project	Year	Amount	Customer Contact & Telephone
MID TOWN MOTEL REROOF	2026	$ $125K	KATHIE MEAD (775-560-4903
SPWD MAIL BLDG	2024	$ $175 K	ANDY LUTZ (775-546-3003
WCSODC - AC4 REROOF	2023	$ $300K	BEAU DUC (775-800-3780
		$	( )
		$	( )
		$	( )
		$	( )

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

Company Name	Bid №
D&D ROOFING AND SHEET METAL INC.	G070126001

Pursuant to NRS 338.141(b), bids must include the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. The list must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

Furthermore, a prime contractor shall include his or her name on the list required above (**self-list**). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or

(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

5% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: D&D ROOFING AND SHEET METAL INC.

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
ALL ITEMS	ROOFING AND SHEET METAL

5% SUBCONTRACTOR INFORMATION

List all subcontractors that exceed 5% of bid amount.

1. 5% Subcontractor Name: D&D ROOFING AND SHEET METAL INC.

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
13598A&B, C-15	ALL ITEMS	ROOFING AND SHEET METAL

2. 5% Subcontractor Name:

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

3. 5% Subcontractor Name:

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

4. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

5. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

10. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

11. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

12. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

13. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

14. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

15. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

16. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

17. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

18. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

19. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

20. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Jason Glines

Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

Company Name	Bid №
D&D ROOFING AND SHEET METAL INC.	G070126001

Pursuant to NRS 338.141(b), within two (2) hours after the completion of the opening of the bids, the contractors who submitted the three (3) lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will (1) be paid an amount exceeding $250,000, or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the prime contractor's total bid or $50,000, whichever is greater. For each first tier subcontractor whose name is listed pursuant to the above requirements, the number of the license issued to the first tier subcontractor pursuant to Chapter 624 of NRS is required.

Furthermore, a prime contractor shall include his or her name on the list required above (**self-list**). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or
(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

1% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: D&D ROOFING AND SHEET METAL INC.

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
ALL ITEMS	ROOFING AND SHEET METAL

1% SUBCONTRACTOR INFORMATION

List all subcontractors that will (1) be paid an amount exceeding $250,000
or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the total bid or $50,000, whichever is greater.

1. Subcontractor Name: D&D ROOFING AND SHEET METAL — *Check here if subcontract exceeds $250,000* ☑

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
13598A&B	ALL ITEMS	ROOFING AND SHEET METAL

2. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

3. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

4. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

5. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

10. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

11. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

12. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

13. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

14. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

15. Subcontractor Name	*Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

16. Subcontractor Name — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

17. Subcontractor Name — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

18. Subcontractor Name — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

19. Subcontractor Name — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

20. Subcontractor Name — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Jason Glines

Authorized Representative's Printed Name

9/23/26

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
SUBCONTRACTORS, SUPPLIERS, & SUBCONSULTANTS BIDDING

Due from Bidder/Prime Contractor at bid submission.

Company Name	Bid №:
D&D ROOFING AND SHEET METAL INC.	G070126001

INSTRUCTIONS

List all bids received from subcontractors, suppliers, and subconsultants. For each listed firm, provide the applicable NAICS code(s) and identify all associated bid items. If any subcontractor, supplier, or subconsultant has more than two (2) NAICS Codes to list, or if you received more than twenty (20) subcontractor, supplier, or subconsultant bids, attach an additional page to include this information. For federally funded or RTC projects, complete the DBE information on this form. See Instructions to Bidders for more information. No DBE information is required until further notice.

NAICS Code	Bid Item №(s)	Scope
561730	*1.12, 1.13, 2.5*	*Landscaping Example*

DBE Statuses	Age of DBE Firm	DBE Majority Owner Races	DBE Majority Owner Sexes
DBE	< 1 year	Asian-Pacific	Female
Non-DBE	1 to 2 years	Black	Male
	2 to 3 years	Hispanic	
	3 to 4 years	Native	
	4 to 6 years	Other	
	6 to 8 years	Non-Minority	
	8 to 10 years	Subcontinent Asian	
	> 10 years		

BIDDER DBE INFORMATION

Bidder/Prime Contractor DBE Status	Age of DBE Firm	Majority Owner Race	Majority Owner Sex
Non-DBE			

SUBCONTRACTOR, SUPPLIER, & SUBCONSULTANT INFORMATION

1. Firm Name	Address, City, State, ZIP	Phone
D&D ROOFING AND SHEET METAL INC.	1000 GLENDALE AVE. SPARKS, NV 89431	(775) 685-5555

Firm Type: Subcontractor (●) Supplier ( ) Subconsultant ( ) **Was this bid used?** Yes

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Non-DBE			

NAICS Code	Bid Item №(s)	Scope
N/A	ALL BID ITEMS	ROOFING AND SHEET METAL INC.

2. Firm Name	Address, City, State, ZIP	Phone

Firm Type: Subcontractor ( ) Supplier ( ) Subconsultant ( ) **Was this bid used?** *Select*

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Select One			

NAICS Code	Bid Item №(s)	Scope

Exhibit A

CITY OF CARSON CITY, NEVADA
SUBCONTRACTORS, SUPPLIERS, & SUBCONSULTANTS BIDDING

Due from Bidder/Prime Contractor at bid submission.

3. Firm Name	Address, City, State, ZIP	Phone

Firm Type: Subcontractor ◯ Supplier ◯ Subconsultant ◯ **Was this bid used?** *Select*

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Select One			

NAICS Code	Bid Item №(s)	Scope

4. Firm Name	Address, City, State, ZIP	Phone

Firm Type: Subcontractor ◯ Supplier ◯ Subconsultant ◯ **Was this bid used?** *Select*

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Select One			

NAICS Code	Bid Item №(s)	Scope

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Jason Glines

Authorized Representative's Printed Name

9/23/26

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

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

(●) **I have no conflict of interest to report.**

Carson City requires all persons or firms seeking to do business with the City to provide the following information. Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission (SEC) Form 10-K with the City in lieu of answering the questions below. If additional space is necessary, please attach a separate sheet.

The above-listed is a/an:

(●) Corporation
( ) Partnership
( ) Sole Owner
( ) Association
( ) Other:

The following definitions of terms should be used in answering the questions set forth on the following page:

a. **"Board member."** A member of any Board, Committee, or Commission appointed by the City.
b. **"Employee."** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
d. **"Official."** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

Exhibit A

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

1. State the names of each "Employee" of the City having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of $2,500 or more of the fair market value of the business entity or employed by the above named "firm." If none, enter none.

Employee	Title/Position	Department

Insert additional pages if required.

2. State the name of each "Official" of the City having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm." If none, enter none.

Official	Title/Position	Department

Insert additional pages if required.

3. State the names of each "Board Member" of the City Boards, Committees or Commissions having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm." If none, enter none.

Board Member	Board, Commission, or Committee Department

Insert additional pages if required.

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Jason Glines

Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

Exhibit A

CITY OF CARSON CITY, NEVADA
CERTIFICATION OF AUTHORIZATION & UNDERSTANDING

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor
if the above is a Subcontractor, list the Prime Contractor for the project with whom you have been contracted.	PWP № CC-2027-537	
Project № G070126001	Project Name COMMUNITY CENTER REROOF	
Weekly Payroll Date *(example, Friday after week ending date)* FRIDAY AFTER WEEK ENDING DATE		

This certification authorizes the following individual, designated as the Payroll Officer for the aforementioned contractor/subcontractor, to sign the Statement of Compliance which will accompany each Weekly Certified Payroll report for this project through Carson City's certified payroll software system, LCPtracker.

For questions regarding certified payroll on Carson City construction projects please contact documentcontrol@carsoncity.gov.

For federally-funded projects, please review the following excerpts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

Davis Bacon and Related Acts 29 CFR § 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 CFR § 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.*

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

LISA SEELY
Designated Payroll Officer Printed Name

(775) 685-5555
Designated Payroll Officer Phone

LSEELY@DDROOFING.COM
Designated Payroll Officer Email

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Jason Gines
Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

CITY OF CARSON CITY, NEVADA
AFFIDAVIT REGARDING DEBARMENT & SUSPENSION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 & 1200

STATE OF .....

COUNTY OF ..... } SS

I, JASON GLINES , VICE PRESIDENT ,
Name of Authorized Representative for Bidder *Title/Position*

being duly sworn, do depose and say that D&D ROOFING AND SHEET METAL INC. has not,
Person, Firm, Association, or Corporation

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 City of Carson City 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.

Jason Glines
Authorized Representative's Printed Name

9/23/26
Authorized Representative's Signature & Date

Maybeline Caluya
Notary Public - State of Nevada
Appointment recorded in Washoe County
23-8933-02 - Expires: June 20, 2027

(PLACE SEAL)

Sworn to before me this 23 *day* day of SEPTEMBER *month*, 20 26 *year*

Signature of Notary Public, Judge, or other Official

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000 (and either 49 CFR Part 29 if USDOT-assisted or 23 CFR if FHWA-assisted). As such, prospective first tier and lower tier participants are required to verify that none of the participant's principals (defined at 2 CFR § 180.995) or affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The above-named firm is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into, in addition to requirements set forth in either 49 CFR Part 29 if USDOT-assisted or 23 CFR if FHWA-assisted.

1. 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 first tier or lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, City may pursue available remedies, including suspension and/or debarment.

2. The prospective first tier or lower tier participant shall provide immediate written notice to City if at any time the prospective first tier or lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact City for assistance in obtaining a copy of those regulations.

4. The prospective first tier or 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 in writing by Carson City.

5. The prospective first tier or lower 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

The contractor certifies, that neither it nor its "principals" as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Prospective first tier and lower tier participants hereby certify that they have read, understand, and will comply with the suspension and debarment requirements of applicable provisions:

Federal (*including EPA Form 5700-49*) Requirements: 2 CFR 200.214 (Suspension and Debarment)
Federal (*including EPA Form 5700-49*) Requirements: 2 CFR Part 180 (OMB Guidelines on Debarment and Suspension)
DOT/FTA-Specific Requirements: 49 CFR Part 29 (DOT Implementation of 2 CFR 180)
FHWA-Specific Requirements: 23 CFR requirements applicable to Federal-aid Highway projects, including obligations of prime contractors and consultants to ensure no lower-tier participant is suspended or debarred.

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

REQUIRED CLAUSES FOR ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS

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 first tier 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

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

1. The prospective 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 participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

(●) I certify to the above statements. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

( ) I am unable to certify to the above statements. My explanation is attached.

Jason Glines — *Authorized Representative's Printed Name*

Authorized Representative's Signature & Date — 9/23/26

BIDDER'S SAFETY INFORMATION
FHWA PROJECTS ONLY – COMPLETE PRIOR TO SIGNATURE

Bidder's Safety Factors:

Year	"E-Mod" Factor[1]	OSHA Incident Rate[2]
2025	1.04	0.96
2024	1.35	5.36

[1] E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
[2] OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

Exhibit B

CITY OF CARSON CITY, NEVADA
LOBBYING CERTIFICATION 31 USC § 1352

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

CERTIFICATION REQUIRED BY 31 USC § 1352

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The lobbying requirements apply to Construction, Architectural and Engineering, Acquisition of Rolling Stock, Professional Service Contract, Operational Service Contract, and Turnkey contracts.

The lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I).

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 Company / Firm/ Contractor (above) 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.

The undersigned certifies, to the best of their 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, 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.

AUTHORIZED SIGNATURE

JASON GLINES
Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

Exhibit B

OMB 0348-0046

CITY OF CARSON CITY, NEVADA
DISCLOSURE OF LOBBYING ACTIVITIES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

☑ **We have no lobbying activities to disclose.**

Complete this form to disclose lobbying activities pursuant to 31 USC § 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action	2. Status of Federal Action	3. Report Type
a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	
d. loan		
e. loan guarantee		
f. loan insurance		

4. Name and Address of Reporting Entity	5. If Reporting Entity in #4 is a Subawardee, Enter Name and Address of Prime

Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency	7. Federal Program Name/Description
	CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*	9. Award Amount, *if known:*

10a. Name and Address of Lobbying Registrant	10b. Individuals Performing Services *(including address if different from 10a.)* *(last name, first name, MI)*

11.	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 that $10,000 and not more than $100,000 for each such failure.	*Authorized Representative's Printed Name* JASON GLINES *Authorized Representative's Title/Position* VICE PRESIDENT *Authorized Representative's Phone* (775) 685-5555

AUTHORIZED SIGNATURE

Federal Use Only :

9/23/26

Authorized Representative's Signature & Date

Reproduced Standard Form LLL (Rev. 7-97) – No changes to content or structure. Form fields updated to permit electronic signature.

CITY OF CARSON CITY, NEVADA
DISCLOSURE OF LOBBYING ACTIVITIES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

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 a 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. 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 is 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.

   (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 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).

10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.

Exhibit B

CITY OF CARSON CITY, NEVADA
BUY AMERICA CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER $150,000

Select one that applies:

(●) This contract or purchase order is valued in excess of $150,000 and involves the procurement of **steel, iron, or manufactured products** and the Bidder hereby certifies that it will meet the requirements of 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR § 661.5.

( ) This contract or purchase order is valued in excess of $150,000 and involves the procurement of **steel, iron, or manufactured products** and the Bidder cannot meet the requirements of 49 USC § 5323(j)(1) and 49 CFR § 661.5, but it may qualify for an exception pursuant to 49 USC §§ 5323(j)(2)(A), (j)(2)(B), or (j)(2)(D), and 49 CFR § 661.7.

( ) This contract or purchase order is valued in excess of $150,000 and involves the procurement of **buses, other rolling stock and associated equipment** and the Bidder hereby certifies that it will comply with the requirements of 49 USC § 5323(j)(2)(C) and the regulations at 49 CFR § 661.11.

( ) This contract or purchase order is valued in excess of $150,000 and involves the procurement of **buses, other rolling stock and associated equipment** and the Bidder cannot comply with the requirements of 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11, but it may qualify for an exception pursuant to 49 USC §§ 5323(j)(2)(A), (j)(2)(B), or (j)(2)(D), and 49 CFR § 661.7.

( ) This contract or purchase order is valued more than $100,000, but less than $150,000.

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Jason Glines
Authorized Representative's Printed Name

9/23/26
Authorized Representative's Signature & Date

Exhibit B

CITY OF CARSON CITY, NEVADA
BABAA CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid No	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

For federal financial assistance programs subject to BABAA, contractors and all subcontractors must sign and submit the following certification at the time of bid.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials in the project are produced in the United States." Section 70914 of Public Law No. 177-58, 70901-52.

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

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 purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% 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.

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.

AUTHORIZED SIGNATURE

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any, and understands and agrees that the provisions of 31 U.S. Code Subtitle III Chapter 38, ADMINISTRATIVE REMEDIES FOR FALSE CLAIMS AND STATEMENTS, apply to this certification and any (if applicable) disclosure.

Jason Glines

Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

CITY OF CARSON CITY, NEVADA
CERTIFICATIONS REGARDING SECTION 3 PROVISIONS & SEGREGATED FACILITIES

Due from the three (3) lowest bidders within forty-eight (48) hours of bid opening.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
D&D ROOFING AND SHEET METAL INC.	G070126001	(●) Bidder/Prime ( ) Subcontractor

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CERTIFICATION OF BIDDER/CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both sex and race neutral.

The undersigned hereby certifies that:

a) Section 3 provisions are included in the contract;

b) No segregated facilities will be maintained; and

c) If the project exceeds $200,000, a written Section 3 Clause was prepared and submitted as part of this bid submission.

Jason Glines
Authorized Representative's Printed Name

Jason 9/23/26
Authorized Representative's Signature & Date

Exhibit B

CITY OF CARSON CITY, NEVADA
SECTION 3 CLAUSE & CONTRACTOR SECTION 3 PLAN

Due from the three (3) lowest bidders within forty-eight (48) hours of bid opening.

Bidder Name	Bid №
D&D ROOFING AND SHEET METAL INC.	G070126001

COMMUNITY DEVEVLOPMENT BLOCK GRANT PROGRAM CONTRACTOR SECTION 3 PLAN

The Bidder/Prime Contractor agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within Carson City.

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 exits;

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; and

I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

Jason Gilmes

Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

CITY OF CARSON CITY, NEVADA
SECTION 3 CLAUSE & CONTRACTOR SECTION 3 PLAN

Due from Bidder/Prime Contractor at bid submission.

COMMUNITY DEVEVLOPMENT BLOCK GRANT PROGRAM 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. 170lu (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 City outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all subcontractors 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 subcontractors as to whom they have received notice or have knowledge that the subcontractors 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.

Exhibit B

CITY OF CARSON CITY, NEVADA
SECTION 3 CONTRACTOR PERMANENT WORKFORCE

Due from the three (3) lowest bidders within forty-eight (48) hours of bid opening.

Bidder Name	Bid №
D&D ROOFING AND SHEET METAL INC	G070126001
Project Name	**Date**
COMMUNITY CENTER REROOF	09/18/2026

COMMUNITY DEVEVLOPMENT BLOCK GRANT PROGRAM SECTION 3 CONTRACTOR PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the Bidder/Prime Contractor. This form will be compared to Davis-Bacon Payrolls during construction to ensure compliance.

The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. HUD Income Limits for Carson City, NV can be found at https://www.huduser.gov/portal/datasets/il.html.

For a worker to qualify as a Section 3 worker, one of the following must be maintained:

1. A worker's self-certification stating that their income is below the income limit from the prior calendar year;
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
3. A worker's self-certification that the worker is a YouthBuild participant;
4. Certification from a PHA, the owner or property manager of Project-Based Section 8-assisted housing, or the administrator of Tenant-Based Section 8-assisted housing that the worker is a participant in one of their programs;
5. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
6. An employer's certification that the worker is employed by a Section 3 business concern.

Employee Name	Job Title	Certified Section 3 Worker	Monthly Salary	Salary Below 80% of Median
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯
		Yes ◯ No ◯		Yes ◯ No ◯

If no Section 3 Workers are employed, check here: ☑

The contractor certifies the above employees are permanent employees on their regular monthly payroll and have their W-2 tax forms for our records. These records will be available to City for the above referenced project for verification purposes. The contractor understands that falsifying information is perjury and subject to legal ramifications.

Jason Glines

Authorized Representative's Printed Name

Authorized Representative's Signature & Date 9/23/26

Exhibit B

CITY OF CARSON CITY, NEVADA
SECTION 3 ESTIMATED WORKFORCE BREAKDOWN

Due from the three (3) lowest bidders within forty-eight (48) hours of bid opening.

Company Name	Bid №
D&D ROOFING AND SHEET METAL INC.	G070126001

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SECTION 3 ESTIMATED WORKFORCE BREAKDOWN INSTRUCTIONS

A. 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.

B. APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section3 covered project(s) for which the amount exceeds $100,000.

C. DEFINITIONS

Applicant means any entity which makes a 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(CHDO), resident management corporation, resident council, or cooperative association.

Business concerns means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance or for work in connection with Section 3 covered project.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered projects, including architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerks, etc.

Housing and Community Development Assistance means any financial assistance made available through any grant, loan, loan guarantee, cooperative agreement, or contract.

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 business concern means a business concern, as defined in this section—

(1) that is 51 percent or more owned by Section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 Business Concern."

Section 3 Clause means the contract provisions set forth in 135.38.

Section 3 covered activity means any activity which is funded by CDBG.

Section 3 covered contract means a contract or subcontract involving work generated by a recipient or contractor. Section 3 covered contracts do not include procurements activities which involve contracts only for the purchase of materials.

Section 3 resident is an individual who resides in the county, which the Section 3 covered assistance is expended, and who is:

(1) a public housing resident; or

(2) a low-income person, as defined in Section 3(b)(2) of the 1937 Act (42 USC 1437a(b)(2), means families (including single person) whose income do not exceed 80 per centum of the median income for the area; or

(3) a very low-income person, as defined in Section 3(b)(2) of the 1937 Act (42 USC 1437a(b)(2), means families (including single person) whose income do not exceed 50 per centum of the median income for the area.

- A person seeking preference for providing Section 3 training and employment bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which Section 3 covered assistance is expected.

Bidder Acknowledgement

Jason Glines

Authorized Representative's Printed Name

9/23/26

Authorized Representative's Signature & Date *(Sign after Completing table on Page 2)*

CITY OF CARSON CITY, NEVADA
SECTION 3 ESTIMATED WORK FORCE BREAKDOWN

Due from Bidder/Prime Contractor at bid submission.

Bidder Name	Bid No.
D&D ROOFING AND SHEET METAL INC.	G070126001
Project Name	**Dollar Amount of Contract/Bid**
COMMUNITY CENTER REROOF	

Employment & Training					
	Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of New Hires to be added to the Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals		2	2	0	0
Technicians					
Office/Clerical		3	3	0	0
Construction by Trade, List Below:					
Trade:	ROOFING	10	10	0	0
Trade:	SHEET MTL	4	4	0	0
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Apprenticeship					
Other, List Below:					
Other:					
Other:					
Other:					

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.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding (1) a determination that Simerson Construction LLC ("Simerson") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338, and whether to award Contract No. 27300210 ("Contract") to Simerson for the Aquatic Facility Attic Moisture Damage Repair Project ("Project") for a total amount of $269,000; (2) authorization of a 10 percent contingency amount of $26,900 for a total not to exceed Contract amount of $295,900; and (3) authorization for the Public Works Director to expend the contingency, if necessary. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the Contract and contingency, as presented, and authorize the Public Works Director to approve the expenditure of the 10 percent contingency, if necessary.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
May 21, 2026 (Item 17A) – The Board of Supervisors ("Board") approved the Final Budget for Fiscal Year 27, which included the Capital Improvement Plan.

May 27, 2025 (Item 5A) – The Board approved the Final Budget for Fiscal Year 26, which included the Capital Improvement Plan.

Background/Issues & Analysis
The Carson City Aquatic Facility has been the subject of ongoing capital repair and maintenance work in recent years, with the Board approving multiple construction contracts to address aging infrastructure at the facility. Prior projects at the facility have included the Outdoor Pool Replaster and Retile Project (April 2023), the Aquatic Facility Piping Project (August 2025), and the 50-Meter Pool Filter Replacement Project (August 2025).

The Aquatic Facility Attic Moisture Damage Repair Project was identified and included in the Capital Improvement Plan ("CIP") as part of the Final Budget for Fiscal Year 26 and Fiscal Year 27. The Project addresses moisture damage in the attic space of the Carson City Aquatic Facility through a

combined passive and mechanical ventilation approach. The Project includes abatement and demolition of hazardous materials, removal of the existing stucco system surrounding the damaged soffit, and reconstruction of the stucco system with high and low ventilation points, drip screeds, and an integrated moisture drain system. A new mechanical ventilation system will be installed to prevent future moisture damage. Additional work includes replacement of structural members, repair to insulation, siding, and roofing, and closing off the soffit from the interior of the main building.

The engineer's estimate for the Project was $145,000. Both bids received exceeded the engineer's estimate. Staff believes the original estimate did not adequately account for the complexity and coordination required for this type of repair project, which involves multiple specialty subcontractors. Staff has performed an analysis of Simerson's bid and has concluded that the individual line-item costs are reasonable when considered against the full scope of work. The bids received reflect actual current market conditions and provide a more accurate representation of the true cost of the work.

A notice to contractors regarding the opportunity to bid on the Project was published in the Reno Gazette Journal and posted on NGEM on August 17, 2026. Bids were due at 2:00 p.m. on September 17, 2026. Two bids were opened at approximately 2:30 p.m. on October 8, 2026. The following bids to provide the labor and equipment (but not materials) for the Project were received:

Bidder	Base Bid
1. Simerson	$269,000
2. Mountain River Construction, Inc.	$323,190

Staff recommends awarding Simerson 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

If yes, account name/number: Capital Projects Fund, Facility Repair & Maintenance Account – 2101002-500436 and Aquatic Facility Improvements 2105050-506538, Project # P303426801

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P303426801, Account 2101002-500436 and 2105050-506538 will be reduced by a not-to-exceed amount of $295,900, CIP for FY 2026 included $75,000 2101002-500436 for this project, and CIP for FY 2027 included an additional $200,000 2105050-506538 for this project, for a total budget of $275,000. If contingency is needed, there are some savings in 2101002-500436 available. Facilities included an available budget of $307,599, for this project.

Alternatives
Do not approve the Contract and/or provide alternative direction to staff.

Attachment(s):
27300210 Bid Tabulation_ROA.pdf

27300210 DRAFT Contract.pdf

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

_____
(Vote Recorded By)

27300210 Aquatic Facility Attic Moisture Damage Repair
Date and Time of Bid Opening: 10/8/2026 @ 2:30pm

				Simerson (Simerson Construction LLC)		Mountain River Construction Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.1	Repair and Reconstruct Aquatic Facility Attic	1	LS	$269,000.00	$269,000.00	$323,190.00	$323,190.00
	Schedule A: Base Bid Items			**$269,000.00**		**$323,190.00**	

Carson City is recommending award to Simerson Construction, LLC, and is tentatively scheduled for the approval and award at the November 5, 2026 Board of Supervisors' meeting.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300210
Title: Aquatic Facility Attic Moisture Damage Repairs Project

THIS CONTRACT is made and entered into this 5th day of November 2026, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Simerson Construction LLC, hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 27300210,** titled **Aquatic Facility Attic Moisture Damage Repairs Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors 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. 27300210 including, but not limited to, the Notice to Contractors, 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 viewed through the Carson City Website https://carsoncity.gov/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	_____

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.carsoncity.gov), 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:

Ray Marshall, Project Manager
Simerson Construction LLC
2950 Arrowhead Dr.
Carson City, NV 89706
775-883-3133
Estimating@simersonusa.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carsoncity.gov

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Sixty Nine Thousand Dollars and 00/100 ($269,000.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the 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.

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.

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'

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**

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY
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@carsoncity.gov

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
District Attorney or his or her Authorized Designee

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 _____

Project# P303426801
Account # 2101002-500436
2105050-506538

PROJECT CONTACT PERSON:

Katura Tullar, Project Manager
Telephone: 775-283-7083

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300210
Title: Aquatic Facility Attic Moisture Damage Repairs 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: Ray Marshall
TITLE: Project Manager
FIRM: Simerson Construction LLC
CARSON CITY BUSINESS LICENSE #: BL-003954
NEVADA CONTRACTORS LICENSE #: 0080755
Address: 2950 Arrowhead Dr.
City: Carson City **State:** NV **Zip Code:** 89706
Telephone: 775-883-3133
E-mail Address: estimating@simersonusa.com

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

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

_____
(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300210
Title: Aquatic Facility Attic Moisture Damage Repairs Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada, at their publicly noticed meeting of November 5, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300210** and titled **Aquatic Facility Attic Moisture Damage Repairs Project.** Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, 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

DATED this 5th day of November 2026.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 5th day of November 2026.

PERFORMANCE BOND

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

Bond #:_____

KNOW ALL PERSONS 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# 27300210** and titled **Aquatic Facility Attic Moisture Damage Repairs 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# 27300210** and titled **Aquatic Facility Attic Moisture Damage Repairs Project**

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip:	
Phone:	

Printed Name of Principal:

Attest By: **(Signature of Notary)**

Subscribed and Sworn before me this day of ,20____

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #:_____

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL PERSONS 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# 27300210** and titled **Aquatic Facility Attic Moisture Damage Repairs 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# 27300210** and titled **Aquatic Facility Attic Moisture Damage Repairs Project**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

Exhibit A

CITY OF CARSON CITY, NEVADA
BID BOND

Due from Bidder/Prime Contractor at bid submission.

We the undersigned, Simerson Construction LLC, as "Principal", and American Alternative Insurance Corporation, 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 Amount Bid (5%) Dollars ($) 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 Nevada Revised Statute 332.105 authorizes local governments to require bid bonds to ensure 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 №** , **PWP №** 25-23175-02, for the **Project:** Carson City Aquatics Facility Soffit Reconstruction .

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: 10/05/2026

AMERICAN ALTERNATIVE INSURANCE CORPORATION — CORPORATE SEAL — 1923 — STATE OF DELAWARE

Ray Marshall
Principal/Authorized Representative Printed Name

Principal/Authorized Representative Signature

American Alternative Insurance Corporation
Surety Printed Name

Surety Signature Joseph A. Clarken, III Attorney-in-Fact

CERTIFIED COPY

POWER OF ATTORNEY

Exhibit A

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

David J. McKee; Melanie Ankeney; Jennifer A. Castillo; Joseph A. Clarken III; Brandon D. McKee; Patrick R. Hedges; and Ted H. Rarrick

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Fifty Million Dollars ($150,000,000.00). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: _____

Cathy Smith
President

Attest: _____
Ignacio Rivera (Jan 9, 2026 09:58:05 EST)

Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin
Beth Cohan-Chin (Jan 12, 2026 12:26:38 EST)

Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 5th day of October, 2026

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

NGEM
Nevada Gov eMarketplace

27300210 Addendum 2
Simerson
Simerson Construction LLC
Supplier Response

Event Information

Number: 27300210 Addendum 2
Title: Aquatic Facility Attic Moisture Damage Repair
Type: Invitation for Bid
Issue Date: 9/17/2026
Deadline: 10/8/2026 02:00 PM (PT)
Notes: *Carson City invites qualified firms to submit sealed bids for the below referenced project. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications, and special conditions related hereto.*

PROJECT TITLE
Aquatic Facility Attic Moisture Damage Repair

CCPW PROJECT NO.
P303426801

PWP No.
CC-2027-026

ENGINEER'S ESTIMATE
$ 145,000

PROJECT TYPE
This project is deemed a vertical construction project.

SUMMARY
The project consists of addressing existing structural deterioration caused by moisture infiltration at the aquatic facility, which includes implementing corrective ventilation measures to safeguard the

infrastructure against future recurrence. Contractor License B is required, as well as any additional specialty license for Prime/Subcontractors performing specific scopes of work such as C-1 or C-1f and C-2 or C-2a.

PRE-BID MEETING

This project will conduct a mandatory pre-bid meeting September 28, 2026 at 3:00 PM at the front of the Aquatic Facility located at 841 N. Roop St. in Carson City, NV.

FUNDING

This project is locally funded.

BUILD AMERICA, BUY AMERICA ACT

This project is not subject to BABAA requirements.

DISADVANTAGED BUSINESS ENTERPRISE GOAL

DBE does not apply to this project.

ON-THE-JOB TRAINING GOAL

This project has no OJT goal.

QUESTIONS

Questions may only be submitted via NGEM. Questions are to be submit, and will be responded to, via the Questions tab.

Contact Information

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

Simerson Information

Contact: Dru Simerson
Address: 2950 Arrowhead Dr.
Carson City, NV 89706
Phone: (775) 883-3133
Email: estimating@simersonusa.com
Web Address: simersonusa.com

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

Ray Marshall
Signature

Estimating@simersonusa.com
Email

Submitted at 10/8/2026 01:32:23 PM (PT)

Requested Attachments

CC-BID-01 Vendor Information
Due with bid submission.
CC-BID-01 Vendor Information.pdf

CC-BID-03 Conflict of Interest Disclosures
Due with bid submission.
CC-BID-03 Conflict of Interest Disclosures.pdf

CC-BID-05 Certified Payroll Certification of Authorization & Understanding
Due with bid submission.
CC-BID-05 Certified Payroll Certification of Authorization & Understanding.pdf

CC-BID-06 Subcontractors, Suppliers, & Subconsultants Bidding
Due with bid submission.
CC-BID-06 Subcontractors, Suppliers, & Subconsultants Bidding (non-DBE).pdf

CC-BID-07 5% Subcontractor Information
Due with bid submission.
CC-BID-07 5% Subcontractor Information.pdf

CC-BID-08 Bid Bond
Due with bid submission.
Bid Bond.pdf

References
Due with bid submission.
References.pdf

Bidding Preference Certificate of Eligibility
Due with bid submission to receive a preference in bidding.
Certificate of Eligibility for License #80755 (B2) Unlimited Exp. 12-31-2026.pdf

CC-BID-09 Bidding Preference Affidavit
Due within two hours of bid opening to receive a preference in bidding; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*
Bidding Preference Affidavit.pdf

CC-BID-10 1% Subcontractor Information
Due from the three lowest bidders within two hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*
CC-BID-10 1% Subcontractor Information.pdf

Bid Attributes

1	**Acknowledgement of Addenda** Acknowledge the number of bid addenda. *(Enter "0" if none.)* 2
2	**Vendor Information** Bidder acknowledges the requirement to complete form *CC-BID-01 Vendor Information* and provide any requested attachments. *(e.g. licenses)* ☑ Acknowledged
3	**License Requirements** Bidder affirms that it is licensed* by the State of Nevada to do the type and value of work contemplated in this Bid Advertisement. Bidder affirms that it possesses a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid. Bidder affirms that subcontractor bids used to prepare its bid have been obtained from subcontractors who are properly licensed* to perform their portion of the work by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid. Bidder acknowledges that any subcontractor named by the bidder who is not properly licensed* to perform their portion of the work will not be permitted to commence or continue work on the project. Upon such discovery, the Bidder must provide an acceptable subcontractor within 48 hours before work on the project commenced or continued. **For federally assisted contracts, all requirements for such shall apply and 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 recognized classification to perform the work in connection with the award of the contract to them.* ☑ Acknowledged

4 References

Bidder acknowledges the requirement to provide a reference letter, on company letterhead, that includes at least three contracts of a similar nature performed by the Bidder in the previous three years with the following information:

- *Company Name & Mailing Address*
- *Company Phone & Email*
- *Project Title*
- *Scope of Work*
- *Dates of Performance*
- *Amount of Contract*

If the letter does not include at least three contracts of a similar nature performed by the Bidder in the previous three years, then it must also list the Bidder qualifications 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.

☑ Acknowledged

5 Prevailing Wages

Bidder acknowledges they have read and understand the prevailing wages applicable to this project.

Prevailing wages are validated through the bid opening date listed on the Activities tab to ensure compliance with NRS 338.030(9)(a). Updates will be provided via the issuance of an addendum.

Prevailing Wage Rates - Northern Nevada Rural Region: State Prevailing Wages apply to bid advertisements that are expected to exceed $100,000 in total project cost and are made available on the "Attachments" tab.

☑ Acknowledged

6 Apprenticeship Utilization Act

Bidder affirms they, and all subcontractors, will comply with the requirements of the NRS 338.01165, the Apprenticeship Utilization Act (AUA), unless a modification, waiver, or exemption applies.

☑ Acknowledged

7 Postings & Notices

Bidder acknowledges and agrees to comply with the required postings and notices provided with this solicitation.

☑ Acknowledged

8 Bidding Preference Certificate of Eligibility

Bidders requesting a preference per NRS 338.147 for projects expected to cost more than $250k, shall include a copy of their *Certificate of Eligibility* issued by the Nevada State Contractors Board with the bid submission.

Pursuant to NRS 338.147, within two hours after the completion of the opening of the bids by the City, Bidder will submit a signed affidavit (form *CC-BID-09 Bidding Preference Affidavit*) to remain eligible to receive a preference in bidding for the purpose of determining the best bid.

It is acceptable for both the Certificate of Eligibility and CC-BID-09 Bidding Preference Affidavit to be submit together at the time of bid.

☑ Acknowledged

9 Required Contract Provisions

Bidder acknowledges the contract provisions provided with this solicitation and hereby accepts responsibility for ensuring that all required contract provisions are incorporated by the Bidder and subcontractors in any contract or subcontract issued in connection with this project.

☑ Acknowledged

10 Subcontractor Documents

Bidder acknowledges and accepts responsibility for ensuring that subcontractors are furnished with all documents and contract provisions required of them under this solicitation, and for ensuring that subcontractors duly complete and submit all required documentation to the City in accordance with the requirements.

☑ Acknowledged

11 Submission of Bid Proposal & Statement of Non-Collusion

By submitting a proposal, Proposers hereby affirm that they shall not modify, revise, annotate, or otherwise alter any bid forms or contract documents, including the Contract Template provided with this solicitation. Any proposal containing such modifications may, at the sole discretion of the City, be deemed non-responsive and rejected without further consideration. Any contract issued pursuant to this solicitation shall be accepted in its entirety and without amendment. No revisions, negotiations, or alterations to the contract documents will be permitted.

Prices must be quoted FOB Carson City, Nevada, and shall remain firm and valid for sixty (60) calendar days following the bid opening.

By acknowledgment, I hereby do depose and say that I am the Owner or Authorized Agent of the Bidder and that I have read and agree to abide by this Bid Proposal which may include but is not limited to the following:

- *Bidder Instructions,*
- *Bid Plans/Drawings,*
- *General Conditions,*
- *Special Conditions,*
- *Standard Specifications,*
- *Technical Specifications,*
- *Geotechnical Reports,*
- *Bid Bond,*
- *Proposal Summary,*
- *Contract Template,*
- *Contract Award Instructions, and*
- *Addenda to this solicitation that may be published prior to bid opening.*

Furthermore, we recognize and understand the terms, conditions, and requirements thereof. If our bid is accepted, we, the Bidder, agree to furnish and deliver all materials except those specified to be furnished by the City 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.

Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this proposal.

☑ Acknowledged

Bid Lines

1	**Package Header**

Schedule A: Base Bid Items

Quantity: 1 Total: $269,000.00

Package Items

1.1 Repair and Reconstruct Aquatic Facility Attic

Quantity: 1 UOM: LS Unit Price: $269,000.00 Total: $269,000.00

Response Total: $269,000.00

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

PROFILE

Company Name	Bid №	Bidder/Prime
Simerson Construction LLC	27300210	Subcontractor

NV Business License №	Carson City Business License №	Employer Identification №	Unique Entity Identifier (UEI)*
NV20151046029	BL-003954-2020	47-2886461	DKGKSJTKDPV5
Attach copy of NV Business License	*Attach copy of CC Business License*		*Attach copy of SAM.gov UEI printout*

**Only applicable to federally-funded projects.*

ADDRESS

Physical Address, City, State, ZIP	2950 Arrowhead Dr. Carson City, Nv 89706
Mailing Address, City, State, ZIP *(if different)*	
Telephone № (775) 883-3133	Website URL simersonusa.com

CONTACT PERSON

Contact Person Dru Simerson	Title / Position Managing Member
Contact Person Phone № (775) 883-3133	Contact Person Email Estimating@simersonusa.com

CONTRACTOR LICENSE INFORMATION *List all that apply to this solicitation. See Instructions to Bidders, IB.1.21 for more information regarding applicability. Attach copies of license(s).*

License Class	License №	Monetary Limit	Issue Date	Expiration Date	Name of Licensee(s)
B2	80755	Unlimited	12/28/2015	12/31/2027	Dru Simerson
C2A	82401	4.5M	05/30/2017	05/31/2027	Dru Simerson
C3	80046	Unlimited	05/01/2015	05/31/2027	Dru Simerson

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

DISCLOSURE OF PRINCIPALS

(1) Individual and/or Partnership	Dru Simerson
Address, City, State, ZIP	79 Ruby Ln. Carson City, Nv 89706
(2) Individual and/or Partnership	
Address, City, State, ZIP	
(3) Individual and/or Partnership	
Address, City, State, ZIP	
(4) Individual and/or Partnership	
Address, City, State, ZIP	
(5) Individual and/or Partnership	
Address, City, State, ZIP	

Insert additional pages, if needed.

AWARDED CONTRACT INFORMATION *Applicable to Bidder only.*

If awarded the contract for this work, the contract form for the work will be routed via electronic means. Please identify the authorized representative (corporate officer or person authorized to bind the company for future work) that will be signing this bid submission and any resulting contract.

Company Name	Simerson Construction LLC	
Authorized Representative	Ray Marshall	
Authorized Representative Title/Position	Project Manager	
Authorized Representative Email Address	Estimating@simersonusa.com	Authorized Representative Phone № (775) 883-3133
Mailing Address, City, State, ZIP	2950 Arrowhead Dr. Carson City, Nv 89706	

PREPARER SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to prepare this form on behalf of the entity named herein.

Ray Marshall

Preparer's Printed Name



Digitally signed by Ray Marshall
Date: 2026-10-08 13:20-07:00

Preparer's Signature & Date

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SIMERSON CONSTRUCTION LLC

Nevada Business Identification # NV20151046029
Expiration Date: 01/31/2027

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 11/27/2025.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202511276312013
You may verify this certificate online at https://www.nvsilverflume.gov/home

Exhibit A

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:	Simerson Construction LLC DBA: Simerson		
Business Location:	1617 FOREST WAY FORREST WY Carson City, NV 89706	**Mailing Address:**	1617 FOREST WAY FORREST WY Carson City, NV 89706
Owner:	Dru Simerson		
License Number:	BL-003954-2020	**License Type:**	Business License
Issued Date:	1/1/2026	**Classification:**	Contractors
Expiration Date:	12/31/2026	**Fees Paid:**	$78.75

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

SIMERSON CONSTRUCTION LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DKGKSJTKDPV5	**7DU00**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 24, 2027**	
Physical Address	Mailing Address	
1617 Forrest WAY **Carson City, Nevada 89706-0316** **United States**	**1617 Forrest WAY** **Carson City, Nevada 89706-0316** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Nevada 02	**Nevada / United States**	**www.simersonusa.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 27, 2026	**Jan 24, 2026**	**Apr 7, 2015**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 22, 2015	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Executive Compensation Details

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & 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
Yes

Debt Subject To Offset
No

Exhibit A

EFT Indicator
0000

CAGE Code
7DU00

Electronic Funds Transfer

Account Type
C

Routing Number
*******14**

Lock Box Number
(blank)

Financial Institution
HERITAGE BANK ADO GLACIER BANK

Account Number
*******39**

Automated Clearing House

Phone (U.S.)
7758811111

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

SIMERSON CONSTRUCTION LLC
1617 Forrest WAY
Carson City, Nevada 89706
United States

Taxpayer Information

EIN
*****6461**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Simeson Construction LLC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Managing Member/owner

TIN Consent Date
Jan 24 2026

Address
1617 Forrest WAY
Carson City, Nevada 89706

Signature
Dru Simerson

Points of Contact

Accounts Receivable POC

Dru D Simerson, Managing Member
dru@simersonusa.com
7758833133

Electronic Business

Dru Simerson
dru@simersonusa.com
7758833133

1617 Forrest WAY
Carson City, Nevada 89706
United States

Government Business

Dru Simerson
dru@simersonusa.com
7758833133

1617 Forrest WAY
Carson City, Nevada 89706
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236210**	**Industrial Building Construction**
	236115	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236117	**New Housing For-Sale Builders**
	236118	**Residential Remodelers**

236220	**Commercial And Institutional Building Construction**
237990	**Other Heavy And Civil Engineering Construction**
238120	**Structural Steel And Precast Concrete Contractors**
238130	**Framing Contractors**
238140	**Masonry Contractors**
238150	**Glass And Glazing Contractors**
238160	**Roofing Contractors**
238170	**Siding Contractors**
238190	**Other Foundation, Structure, And Building Exterior Contractors**
238210	**Electrical Contractors And Other Wiring Installation Contractors**
238220	**Plumbing, Heating, And Air-Conditioning Contractors**
238290	**Other Building Equipment Contractors**
238310	**Drywall And Insulation Contractors**
238320	**Painting And Wall Covering Contractors**
238330	**Flooring Contractors**
238350	**Finish Carpentry Contractors**
541310	**Architectural Services**
541420	**Industrial Design Services**

Exhibit A

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$1,600,000.00

Number of Employees (in accordance with 13 CFR 121)
38

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

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
NEVADA
CALIFORNIA
HAWAII

Counties
(blank)

Metropolitan Statistical Areas
(blank)

STATE OF NEVADA
STATE CONTRACTORS BOARD

THE CONTRACTOR HEREIN HAS BEEN LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES 624 AND NEVADA ADMINISTRATIVE CODE 624 SINCE DECEMBER 28, 2015.

SIMERSON CONSTRUCTION LLC

dba SIMERSON

License No: 0080755

Status: **ACTIVE**

Monetary Limit: **Unlimited**

Expiration Date: **12/31/2027**

Licensed for the following Classifications

B-2 Residential and Small Commercial

Qualified Individual(s)

DRU DAVID SIMERSON, CMS and Trade

KENT LAY, CHAIR

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Principals can be viewed online at: ncsb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0080755

SIMERSON CONSTRUCTION LLC
dba SIMERSON
1617 FORREST WAY
CARSON CITY, NV 89706

CLASS: B-2

STATUS: Active
EXPIRES: 12/31/2027
LIMIT: Unlimited

Classification definitions can be viewed online at: nscb.nv.gov

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE #: 0080755

SIMERSON CONSTRUCTION LLC
dba SIMERSON
1617 FORREST WAY
CARSON CITY, NV 89706

CLASS: B-2

STATUS: Active
EXPIRES: 12/31/2027
LIMIT: Unlimited

Classification definitions can be viewed online at: nscb.nv.gov

Exhibit A

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIMERSON CONSTRUCTION LLC dba SIMERSON

Licensed since May 30, 2017

License No. **0082401**

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

PRINCIPALS:

DRU SIMERSON, Managing Member, QI

C-2A Electrical Wiring; C-2F Residential Wiring

LIMIT: $4,500,000
EXPIRES: 05/31/2027

Chair, Nevada State Contractors Board

Exhibit A

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIMERSON CONSTRUCTION LLC dba SIMERSON

Licensed since May 01, 2015

License No. **0080046**

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

PRINCIPALS:

DRU SIMERSON, Managing Member, QI

C-3 Carpentry Maintenance and Minor Repairs

LIMIT: Unlimited
EXPIRES: 05/31/2027

Chair, Nevada State Contractors Board

SIMERSON

2950 Arrowhead Dr.
Carson City, NV 89706
Office: (775) 883-3133
Fax: (775) 888-9117

#1

Company Name & Mailing Address

East Fork Fire Protection
1694 County Rd., Minden, NV 89423

Company Phone & Email

tcarlini@eastforkfire.org
775-782-9048

Project Title

East Fork Fire Protection District – Training Prop Project

Scope of Work

Modification and erection of shipping containers to construct a four-story fire training structure. Work included concrete footings, slabs, sidewalks, curbs, gutters, utility installations, and a fire hydrant to support fire training operations.

Dates of Performance

April 2024-May2025

Amount of Contract

$605,866.20

#2

Company Name & Mailing Address

CAL Stores, Companies Inc.
7850 NW 146th St. Miami Lakes, FL 33016

Company Phone & Email

786-316-9113
Thultgren@gatorinv.com

Project Title

CAL Ranch Store

Scope of Work

Complete renovation of a 70,000 sq. ft. warehouse, including demolition of the existing glulam structural system, installation of new structural steel supports, footings, and 42 steel trusses. Work also included a new roof system, six rooftop HVAC units, ductwork, a 60,000 sq. ft. concrete overpour, restroom renovations, fire sprinklers, and a new 40' x 20' storefront entry.

Dates of Performance

June 2022-December 2022

Amount of Contract

$1,369,483.00

#3

Company Name & Mailing Address

Ormat Nevada Inc.
1010 Power Plant Dr, Reno Nv 89511

Company Phone & Email

rmartin@ormat.com
775-356-9029. ext. 35440

Project Title

ORMAT BEOWAWE PEMB AND ROOFING SYSTEM

Scope of Work

Design-build erection of a 96'x30' pre-engineered metal building with insulated standing seam roofing. Simerson coordinated final engineering, field-verified slab and anchor bolt layout, and performed full erection of structure and roof. All work was self-performed except engineering.

Dates of Performance

October 2023-March 2024

Amount of Contract

$214,576.00

Exhibit A

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

Company Name	Bid №
Simerson Construction LLC	27300210

Pursuant to NRS 338.141(b), bids must include the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. The list must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

Furthermore, a prime contractor shall include his or her name on the list required above (**self-list**). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or
(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

5% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: Simerson Construction LLC

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
1.1	Demo, Framing, Electrical

5% SUBCONTRACTOR INFORMATION

List all subcontractors that exceed 5% of bid amount.

1. 5% Subcontractor Name: Kenyon Plastering

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0081846,0081847 - C18,C17A&E	1.1	Stucco

2. 5% Subcontractor Name: D&D Roofing and Sheet Metal

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0013598A, 0013598B - C15 & C13	1.1	Roofing

3. 5% Subcontractor Name:

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

4. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

5. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

10. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

11. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

12. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

13. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

14. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

15. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

16. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

17. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

18. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

19. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

20. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Ray Marshall

Authorized Representative's Printed Name



Digitally signed by Ray Marshall
Date: 2026-10-08 13:22-07:00

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

Company Name	Bid №
Simerson Construction LLC	27300210

Pursuant to NRS 338.141(b), within two (2) hours after the completion of the opening of the bids, the contractors who submitted the three (3) lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will (1) be paid an amount exceeding $250,000, or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the prime contractor's total bid or $50,000, whichever is greater. For each first tier subcontractor whose name is listed pursuant to the above requirements, the number of the license issued to the first tier subcontractor pursuant to Chapter 624 of NRS is required.

Furthermore, a prime contractor shall include his or her name on the list required above (**self-list**). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or
(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

1% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: Simerson Construction LLC

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
1.1	Demo, Framing, Electrical

1% SUBCONTRACTOR INFORMATION

List all subcontractors that will (1) be paid an amount exceeding $250,000
or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the total bid or $50,000, whichever is greater.

1. Subcontractor Name: Kenyon Plastering — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0081846,0081847 - C18,C17A&E	1.1	Stucco

2. Subcontractor Name: D&D Roofing and Sheet Metal — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0013598A, 0013598B - C15 & C13	1.1	Roofing

3. Subcontractor Name: Legacy Painting — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0077678 - C4	1.1	Painting

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

4. Subcontractor Name: Overhead Fire Protection — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
0016599, 0081101 - C-1B, C-2C	1.1	Fire Protection

5. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

10. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

11. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

12. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

13. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

14. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

15. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

Due from the three (3) lowest bidders within two (2) hours of bid opening.

16. Subcontractor Name			*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work	

17. Subcontractor Name			*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work	

18. Subcontractor Name			*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work	

19. Subcontractor Name			*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work	

20. Subcontractor Name			*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work	

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Ray Marshall

Authorized Representative's Printed Name



Digitally signed by Ray Marshall
Date: 2026-10-08 13:23-07:00

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
SUBCONTRACTORS, SUPPLIERS, & SUBCONSULTANTS BIDDING

Due from Bidder/Prime Contractor at bid submission.

Company Name	Bid №
Simerson Construction LLC	27300210

INSTRUCTIONS

List all bids received from subcontractors, suppliers, and subconsultants. For each listed firm, provide the applicable NAICS code(s) and identify all associated bid items. If any subcontractor, supplier, or subconsultant has more than two (2) NAICS Codes to list, or if you received more than twenty (20) subcontractor, supplier, or subconsultant bids, attach an additional page to include this information. For federally funded or RTC projects, complete the DBE information on this form. See Instructions to Bidders for more information. No DBE information is required until further notice.

NAICS Code	Bid Item №(s)	Scope
561730	*1.12, 1.13, 2.5*	*Landscaping Example*

DBE Statuses	Age of DBE Firm	DBE Majority Owner Races	DBE Majority Owner Sexes
DBE	< 1 year	Asian-Pacific	Female
Non-DBE	1 to 2 years	Black	Male
	2 to 3 years	Hispanic	
	3 to 4 years	Native	
	4 to 6 years	Other	
	6 to 8 years	Non-Minority	
	8 to 10 years	Subcontinent Asian	
	> 10 years		

BIDDER DBE INFORMATION

Bidder/Prime Contractor DBE Status	Age of DBE Firm	Majority Owner Race	Majority Owner Sex
Non-DBE			

SUBCONTRACTOR, SUPPLIER, & SUBCONSULTANT INFORMATION

1. Firm Name	Address, City, State, ZIP	Phone
Overhead Fire	850 E Greg St. Sparks, Nv 89431	(775) 856-3444

Firm Type: Subcontractor Supplier Subconsultant **Was this bid used?** Yes

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Non-DBE			

NAICS Code	Bid Item №(s)	Scope
922160	1.1	Fire Protection

2. Firm Name	Address, City, State, ZIP	Phone
Kenyon Plastering, Inc.	505 Montello St, Reno, Nv 89512	(775) 333-6522

Firm Type: Subcontractor Supplier Subconsultant **Was this bid used?** Yes

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Non-DBE			

NAICS Code	Bid Item №(s)	Scope
238310	1.1	Stucco

Exhibit A

CITY OF CARSON CITY, NEVADA
SUBCONTRACTORS, SUPPLIERS, & SUBCONSULTANTS BIDDING

Due from Bidder/Prime Contractor at bid submission.

3. Firm Name	Address, City, State, ZIP	Phone
Legacy Painting, LLC	1611 Greg St, Sparks, Nv 89431	(775) 870-4523

Firm Type: Subcontractor ◯ Supplier ◯ Subconsultant ◯ **Was this bid used?** Yes

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Non-DBE			

NAICS Code	Bid Item №(s)	Scope
238320	1.1	Paint

4. Firm Name	Address, City, State, ZIP	Phone
D&D Roofing and Sheet Metal	1000 Glendale Ave, Sparks, Nv 89431	(775) 685-5555

Firm Type: Subcontractor Supplier Subconsultant **Was this bid used?** *Select*

DBE Status	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
Non-DBE			

NAICS Code	Bid Item №(s)	Scope
238160	1.1	Roofing

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Ray Marshall

Authorized Representative's Printed Name



Digitally signed by Ray Marshall
Date: 2026-10-08 13:22-07:00

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
CERTIFICATION OF AUTHORIZATION & UNDERSTANDING

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	Bidder/Prime
Simerson Construction LLC	27300210	Subcontractor
if the above is a Subcontractor, list the Prime Contractor for the project with whom you have been contracted.	PWP №	CC-2027-026
Project №	Project Name	
P303426801	Aquatic Facility Attic Moisture Damage Repair Project.	
Weekly Payroll Date *(example, Friday after week ending date)*		
Tuesdays & Thursdays		

This certification authorizes the following individual, designated as the Payroll Officer for the aforementioned contractor/subcontractor, to sign the Statement of Compliance which will accompany each Weekly Certified Payroll report for this project through Carson City's certified payroll software system, LCPtracker.

For questions regarding certified payroll on Carson City construction projects please contact documentcontrol@carsoncity.gov.

For federally-funded projects, please review the following excerpts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

Davis Bacon and Related Acts 29 CFR § 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 CFR § 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.*

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

Amber Roberts
Designated Payroll Officer Printed Name

(775) 883-3133
Designated Payroll Officer Phone

Amber@simersonusa.com
Designated Payroll Officer Email

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Ray Marshall
Authorized Representative's Printed Name



Digitally signed by Ray Marshall
Date: 2026-10-08 13:21-07:00
Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	Bidder/Prime
Simerson Construction LLC	27300210	Subcontractor

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

I have no conflict of interest to report.

Carson City requires all persons or firms seeking to do business with the City to provide the following information. Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission (SEC) Form 10-K with the City in lieu of answering the questions below. If additional space is necessary, please attach a separate sheet.

The above-listed is a/an:

Corporation

Partnership

Sole Owner

Association

Other: LLC

The following definitions of terms should be used in answering the questions set forth on the following page:

a. **"Board member."** A member of any Board, Committee, or Commission appointed by the City.
b. **"Employee."** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
d. **"Official."** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

1. State the names of each "Employee" of the City having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of $2,500 or more of the fair market value of the business entity or employed by the above named "firm." If none, enter none.

Employee	Title/Position	Department
NONE		

Insert additional pages if required.

2. State the name of each "Official" of the City having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm." If none, enter none.

Official	Title/Position	Department
None		

Insert additional pages if required.

3. State the names of each "Board Member" of the City Boards, Committees or Commissions having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm." If none, enter none.

Board Member	Board, Commission, or Committee Department
None	

Insert additional pages if required.

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Ray Marshall

Authorized Representative's Printed Name

Digitally signed by Ray Marshall
Date: 2026-10-08 13:21-07:00

Authorized Representative's Signature & Date

Exhibit A

CITY OF CARSON CITY, NEVADA
BIDDING PREFERENCE AFFIDAVIT

Due from Bidder/Prime Contractor within two (2) hours of bid opening if requesting a bidding preference for public works projects.

Company Name	Bid №
Simerson Construction LLC	27300210

REQUIRED, PURSUANT TO NRS 338.0117, WITHIN TWO HOURS OF BID OPENING TO RECEIVE A PREFERENCE IN BIDDING ON PUBLIC WORKS PROJECTS.

On behalf of the above-named Bidder, for the following project: Aquatic Facility Attic Moisture Damage Repair Project,

(a) The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;

(b) The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;

(c) The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including subcontractors) have a Nevada driver's license or identification card; and

(d) The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

As the Authorized Official for the undersigned, I certify that the requirements will be adhered to, documented, and retained on completion of the contract to remain in compliance with NRS 338.147 and NRS 338.1389, and to remain eligible to receive a preference in bidding on the above Project. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages and understand the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338.147 and NRS 338.1389.

Ray Marshall
Authorized Representative's Printed Name

Authorized Representative's Signature & Date

VANESSA CASTANEDA
Notary Public-State of Nevada
APPT. NO. 22-9285-12
My Appt. Expires 11-10-2026

Sworn to before me this 8th day of October, 20 26
day *month* *year*

Vanessa Castañeda
Signature of Notary Public, Judge, or other Official

(PLACE SEAL)

Exhibit A

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-21-01-08-0613***

SIMERSON CONSTRUCTION LLC DBA SIMERSON (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0080755*** ORIGINAL ISSUE DATE: ***12/28/2015*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***B2-RESIDENTIAL & SMALL COMMERCIAL*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***JANUARY 1, 2026*** AND EXPIRES ON ***DECEMBER 31, 2026***, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

12.12.2025

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR DAVID BEHAR, EXECUTIVE OFFICER

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

Exhibit A

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-21-01-08-0613***

SIMERSON CONSTRUCTION LLC DBA SIMERSON (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0080755*** ORIGINAL ISSUE DATE: ***12/28/2015*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***B2-RESIDENTIAL & SMALL COMMERCIAL*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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12.12.2025

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FOR DAVID BEHAR, EXECUTIVE OFFICER

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Ken Furlong, Sheriff

Agenda Title: For Possible Action: Discussion and possible action regarding authorization for the Carson City Sheriff, or his designee, to accept a federal grant award in the amount of $450,000 with no match requirement on behalf of Carson City for the implementation of rapid DNA testing technology, and to execute all documents necessary for the acceptance and administration of the grant in accordance with applicable federal, state and local requirements. (Ken Furlong, kfurlong@carsoncity.gov and Brett Bindley bbindley@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to authorize the Sheriff, or his designee, to accept the grant and execute all documents necessary for the acceptance of the grant.

Board's Strategic Goal
Safety

Previous Action
N/A

Background/Issues & Analysis
The Carson City Sheriff's Office has identified a critical need to modernize its forensic capabilities, particularly in the area of DNA analysis, to better support criminal investigations and public safety objectives. Traditional DNA testing methods require the submission of evidence to external laboratories, resulting in significant delays—often measured in weeks or months—before investigative leads can be developed. These delays can impede the timely identification of suspects or missing persons, potentially affecting case outcomes and community trust in law enforcement responsiveness. The emergence of rapid DNA technology offers a transformative solution by enabling the development of DNA profiles from buccal swabs in as little as one to two hours, without the need for a dedicated laboratory or specialized personnel intervention. This advancement is expected to substantially reduce investigative turnaround times and potentially reduce operational costs associated with outsourcing DNA analysis to Washoe County Sheriff's Office ("WCSO").

The implementation plan for rapid DNA testing in Carson City is designed to integrate with existing state and regional forensic infrastructure. The Sheriff's Office will coordinate closely with the WCSO DNA laboratory, which manages Nevada's offender DNA database and operates under the standards of the Combined DNA Index System (CODIS). By adhering to these established protocols, the Carson City Sheriff's Office will be able to compare crime scene evidence against a comprehensive database of

known offenders, thereby enhancing the effectiveness of local investigations and supporting broader regional law enforcement efforts. Additionally, the Office envisions serving as a regional resource for neighboring jurisdictions that may lack immediate access to rapid DNA analysis, particularly in high-risk or time-sensitive cases.

This project was initially applied for and approved through the fiscal year 2026-2027 federal budget appropriations process. The grant-funded project encompasses the acquisition of a state-of-the-art Applied Biosystems RapidHIT ID System, associated software, and a supply of consumables necessary for ongoing operations. The system's features—including integrated sample preparation, intuitive user interface, and secure data management—are intended to ensure both reliability and compliance with forensic standards. The project budget also includes comprehensive technical support and maintenance services for the duration of the grant period, ensuring uninterrupted operation and timely troubleshooting. No personnel or travel costs are included, as the system is designed for minimal hands-on time and leverages existing staff resources.

The use of the Rapid DNA system will be limited only to certified criminalists, employed by the Carson City Sheriff's Office. The rank-and-file staff at CCSO will not have direct access to Rapid DNA data. Criminalists assigned to use the Rapid DNA instrument will be required to complete office-approved training. Any personal information, such as DNA profiles, is subject to access controls, auditing, and storage requirements set by the Federal Bureau of Investigation for the Combined DNA Index System (CODIS). Use of the instrument for non-criminal justice purposes is prohibited.

In summary, the adoption of rapid DNA technology represents a strategic investment in public safety and investigative efficiency for Carson City. By reducing reliance on external laboratories and expediting the identification process, the Sheriff's Office will be better positioned to respond to criminal activity, support prosecutorial efforts, and foster community confidence in law enforcement. The project aligns with federal and state priorities for technology-driven policing and is structured to maximize both immediate and long-term benefits for Carson City and the surrounding region.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund, Public Safety Revenue 2752082-431010 and Sheriff's Dept Expenses 2752005-501225 and 2752005-507775 (Grant number to be assigned upon award)

Is it currently budgeted? No

Explanation of Fiscal Impact: Acceptance of the federal grant will result in the establishment of a new grant-funded project within the City's financial system. All eligible expenditures associated with the acquisition, implementation, and operation of rapid DNA testing technology—including equipment, supplies, and contracted technical support—will be fully funded by the grant through January of 2028. No local match or additional City funds are required for the duration of the grant period. If the award is accepted, revenues and expenditures of $450,000 will be incorporated into the City's budget through the standard augmentation process (January/February 2027), where revenues and expenses will be tracked in accordance with applicable state and local grant administration policies.

If the Board desires to continue the project after the award period, then supplemental funding will be

required for ongoing software licensing and various consumable supplies. However, there is a potential that cost savings from reduced reliance on WCSO will offset the necessary supplemental funding request to the General Fund. The grant does not include personnel or travel costs, and no indirect costs are budgeted.

Alternatives
Do not authorize acceptance of the grant and/or provide alternative direction.

Attachment(s):
Pre-Acceptance Award Package_15JCOPS-26-GG-00641.pdf

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

_____
(Vote Recorded By)

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CARSON CITY, NEVADA 201 N CARSON ST STE 3
City, State and Zip:	CARSON CITY, NV 89701
Recipient UEI:	DTBPJMA2QFC8

Project Title: Rapid DNA Instrument	**Award Number:** 15JCOPS-26-GG-00641-TECP
Solicitation Title: FY26 COPS Technology and Equipment Program	
Federal Award Amount: $450,000.00	**Federal Award Date:** 9/25/26
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 1/23/26	**Project Period End Date:** 1/31/28
Budget Period Start Date: 1/23/26	**Budget Period End Date**: 1/31/28

Project Description:
The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

Award Letter

September 25, 2026

Dear Matthew Smith,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CARSON CITY, NEVADA for an award under the funding opportunity entitled 2026 FY26 COPS Technology and Equipment Program. The approved award amount is $450,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the

award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Office Deputy Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
DTBPJMA2QFC8

ORI Number

Street 1
201 N CARSON ST STE 3

Street 2

City
CARSON CITY

State/U.S. Territory
Nevada

Zip/Postal Code
89701

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/26

Award Type
Initial

Award Number
15JCOPS-26-GG-00641-TECP

Supplement Number
00

Federal Award Amount
$450,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2026 FY26 COPS Technology and Equipment Program

Awarding Agency
COPS

Application Number
GRANT14716137

Grant Manager Name	Phone Number	E-mail Address
Francisco Bernal	202-812-5473	francisco.a.bernal@usdoj.gov

Project Title
Rapid DNA Instrument

Performance Period Start Date	Performance Period End Date
01/23/2026	01/31/2028

Budget Period Start Date	Budget Period End Date
01/23/2026	01/31/2028

Project Description

The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/12/26 5:54 PM

Budget Edit Details Comments:

The approved budget has been adjusted (decreased) due to strategic priorities and available funding levels.

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	

Equipment:	$204,924	$0	$204,924	
Supplies:	$235,770	-$14,955	$220,815	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$45,306	-$21,045	$24,261	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$486,000	-$36,000	$450,000	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$486,000	-$36,000	$450,000	
Federal Funds:	$486,000	-$36,000	$450,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2026, Public Law 119-75, Division E, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as

references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or

circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency

may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for

Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the

total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;

(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make

required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 27
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes.

The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 28
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 29
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $350,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 30
Buy America Preference
Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project 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 that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
(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. The construction material standards are listed below.

Incorporation into an infrastructure project. 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.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.
When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America 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 Buy America Preference must be in writing. If requested, the COPS Office 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.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 31
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 32
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 33
Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 34
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 35
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 36
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 37
Extensions: Recipients may request an extension of the award period to receive additional time to implement their

award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 38
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 39
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, $350,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 40
State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.

Condition 41
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026, Public Law 119-74, Division A, Title V, Section 527.

Condition 42
Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

Condition 43
Unmanned Aircraft Systems: Recipients using award funding for Unmanned Aircraft Systems (UAS) understand and agree to the following:
1. Any UAS purchased must be one manufactured by an entity included, as of the date of purchase on the U.S. Department of War, Defense Contract Management Agency (DCMA) Blue UAS Cleared List (available at https://bluelist.appsplatformportals.us/);
2. Any UAS purchased must not be manufactured by an entity that will be included, as of the date of purchase, on the International Trade Administration of the Department of Commerce's Consolidated Screening List (available at https://www.trade.gov/consolidated-screening-list);
3. No modifications or additional accessories that are not on the DCMA Blue UAS Cleared List will be introduced to the purchased UAS. Further, the applicant understands that the entity operating the UAS must have sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS; and
4. Counter-UAS or activities are unallowable under this program.

For the purpose of this award condition, the terms “unmanned aircraft system,” “drone,” and “unmanned aerial vehicle” all have the meaning given to the term “unmanned aircraft system” in 49 U.S.C. § 44801(12). The term “counter-UAS” has the meaning given to the term “counter-UAS system “in 49 U.S.C. § 44801(5).

Condition 44
Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Office Deputy Director	Cory D. Randolph	9/23/26 8:54 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Business Office Manager

Name of Authorized Entity Official
no value

Signed Date And Time
no value

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Hope Sullivan, Community and Economic Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding an application (AB-2026-0174) from CC Nevada, LLC ("Applicant") for the abandonment of a 78,359-square-foot drainage and public utility easement bisecting the parcel located at 801 N. Lompa Lane, Assessor's Parcel Number ("APN") 010-741-06. (Heather Ferris, hferris@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

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Proposed Motion
I move to approve the drainage easement and public utility easement abandonment as presented.

Board's Strategic Goal
Quality of Life

Previous Action
September 18, 2025 (Item 17.a) - The Board of Supervisors ("Board") approved the abandonment of the right-of-way (AB-2025-0190).

November 2, 2026 (Item 6.a) - The Planning Commission is scheduled to conduct a public hearing regarding this matter on November 2, 2026. Staff will provide a summary of the Planning Commission's November 2, 2026 action as late material, in advance of the November 5, 2026 Board of Supervisors meeting.

Background/Issues & Analysis

The proposed abandonment would abandon a 78,359 + square foot drainage and public utility easement ("PUE") bisecting the parcel. The easement is shown on Parcel Map Number 2959 recorded on March 19, 2019. The portion of the easement to be abandoned was never developed. The request to abandon is being made so that future development may occur on the currently vacant parcel. The public access easement created with the PUE and drainage easement on Parcel Map 2959 was approved to be abandoned by the Board of Supervisors on September 18, 2025 (AB-2025-0190). The drainage easement was inadvertently left out in the abandonment at that time. The abandonment will allow for the future extension of N. Lompa Lane to connect with Airport Road and Butti Way. The area being abandoned will revert to the parcel where it is located.

Staff will provide a summary of the Planning Commission's November 2, 2026 action as late material, in advance of the November 5, 2026 Board of Supervisors meeting. For additional information, please refer to the November 2, 2026 Planning Commission staff report and supporting materials.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.480; CCMC 17.15

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not approve the abandonment, approve the application with modifications to the conditions of approval and/or provide alternative direction to staff.

Attachment(s):
AB-2026-0174 Order with exhibits.pdf

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

_____
(Vote Recorded By)

ORDER OF ABANDONMENT
AB-2026-0174

AN ORDER ABANDONING A ±78,359 SQUARE FOOT PORTION OF A PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT LOCATED WITHIN THE SUBJECT AND RESULTANT PARCEL, APN 010-741-06, COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SUBJECT AND RESULTANT PARCEL AND TERMINATING AT THE EAST PROPERTY LINE AT THE INTERSECTION OF AIRPORT ROAD AND DESATOYA DRIVE.

WHEREAS, on October 13, 2026, CC Nevada LLC, ("APPLICANT") duly filed a written application seeking vacation and abandonment of a 60 foot wide public utility easement and drainage easement, totaling approximately ±78,359 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on November 2, 2026. At the public hearing, testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject drainage and public utility easement to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of November 5, 2026, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the access, drainage, and public utility easement in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Clerk-Recorder; and

WHEREAS, the vacation and abandonment of the subject public utility easement and drainage easement is more particularly described on the attached Exhibit A and depicted in attached Exhibit A-1. The abandonment area will be reverted to the parcel that the easement lies within (APN 010-741-06).

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described public utility easement and drainage easement is hereby abandoned according to the provisions of NRS 278.480.
2. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors' approval of the original application.
3. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials, to the extent that the materials have not yet been provided, as required by the Planning Division to fully complete the abandonment process.
4. Prior to the recordation of the abandonment of the public utility and drainage easement, the abandonment of right-of-way (AB-2025-0190) shall be recorded first or the two documents may be recorded concurrently.

ORDERED the 5th day of November, 2026, by the Board of Supervisors

_____
LORI BAGWELL, MAYOR

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A
LEGAL DESCRIPTION FOR
ABANDONMENT OF PUBLIC UTILITY
& DRAINAGE EASEMENT

All that certain real property situate within the Northeast One-Quarter (NE 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being a portion of Parcel A as described in the Lot Line Adjustment Quitclaim Deed, recorded on August 18, 2025 as Document No. 556851, and as shown on Record of Survey Map No. 3132, recorded on August 18, 2025, as File No. 556852, together with that portion of Airport Road abandoned per Document No. 556922, recorded on August 21, 2025 and excepting therefrom the portion dedicated for public right-of-way purposes per Document No. 556719, recorded August 12, 2025, all filed in the Official Records of Carson City, Nevada, being more particularly described as follows:

COMMENCING at the Northeasterly corner of the Resultant Parcel per Reversion to Acreage Map No. 3063, recorded on December 5, 2022, as File No. 537119, filed in said Official Records;

THENCE departing said Northeasterly corner and along the Easterly line of said Resultant Parcel, South 00°53'33"West a distance of 465.00 feet to the POINT OF BEGINNING;

THENCE South 00°53'33" West a distance of 25.00 feet;

THENCE South 89°03'21" East a distance of 69.31 feet to the Westerly right-of-way of Airport Road, also being the beginning of a non-tangent curve to the right;

THENCE along said Westerly right-of-way from a radial line which bears South 85°57'53" West, 30.15 feet along the arc of a 370.00 foot radius curve through a central angle of 04°40'08";

THENCE continuing along said Westerly right-of-way, South 00°38'01" West a distance of 4.89 feet;

THENCE departing said Westerly right-of-way, North 89°03'33" West a distance of 680.14 feet to the beginning of a tangent curve to the right;

THENCE 353.74 feet along the arc of a 245.00 foot radius curve through a central angle of 82°43'29" to the Westerly line of said Parcel A;

THENCE along said Westerly line, North 06°20'04" West a distance of 345.20 feet;

THENCE departing said Westerly and along the prolongation of the line common to Parcel 3 and Parcel 4 per Parcel Map No. 2959, recorded on March 19, 2019, as File No. 493058, filed in said Official Records, North 83°39'55" East a distance of 60.00 feet;

THENCE departing said common line, South 06°20'04" East a distance of 345.20 feet to the beginning of a tangent curve to the left;

THENCE 267.11 feet along the arc of a 185.00 foot radius curve through a central angle of 82°43'29";

THENCE South 89°03'33" East a distance of 609.39 feet to the POINT OF BEGINNING;

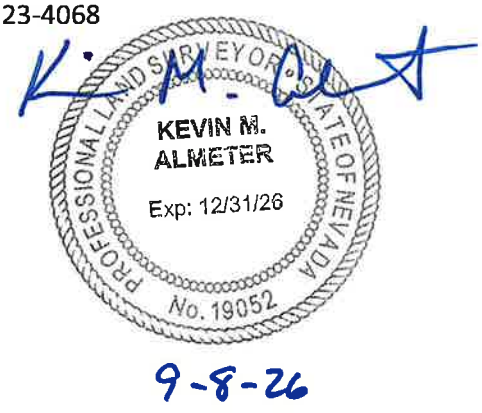
Containing 78,359 square feet of land, more or less.

The Basis of Bearings for this description is identical to that as shown on said Record of Survey Map No. 3132.

EXHIBIT A
LEGAL DESCRIPTION FOR
ABANDONMENT OF PUBLIC UTILITY
& DRAINAGE EASEMENT

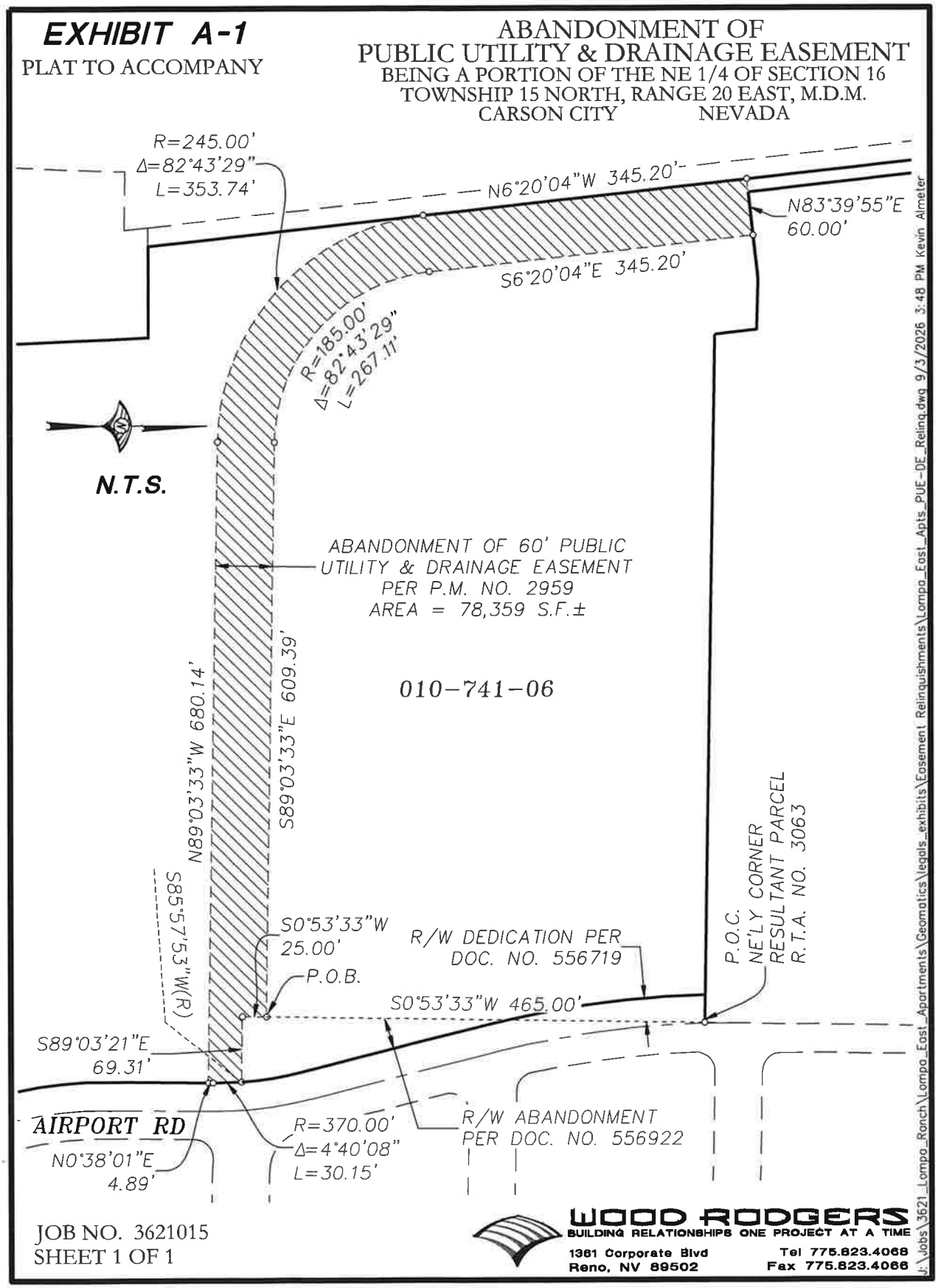
See Exhibit A-1, Plat to Accompany, attached hereto and made a part hereof.

Prepared by:
Wood Rodgers, Inc.
1361 Reno Corporate Dr.
Reno, NV 89502
(775) 823-4068



9-8-26

Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052


EXHIBIT A-1
PLAT TO ACCOMPANY
ABANDONMENT OF
PUBLIC UTILITY & DRAINAGE EASEMENT
BEING A PORTION OF THE NE 1/4 OF SECTION 16
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.
CARSON CITY NEVADA
R=245.00'
Δ=82°43'29"
L=353.74'
N6°20'04"W 345.20'
N83°39'55"E
60.00'
S6°20'04"E 345.20'
R=185.00'
Δ=82°43'29"
L=267.11'
N.T.S.
ABANDONMENT OF 60' PUBLIC
UTILITY & DRAINAGE EASEMENT
PER P.M. NO. 2959
AREA = 78,359 S.F.±
010-741-06
N89°03'33"W 680.14'
S89°03'33"E 609.39'
S85°57'53"W(R)
S0°53'33"W
25.00'
P.O.B.
R/W DEDICATION PER
DOC. NO. 556719
S0°53'33"W 465.00'
P.O.C.
NE'LY CORNER
RESULTANT PARCEL
R.T.A. NO. 3063
S89°03'21"E
69.31'
AIRPORT RD
N0°38'01"E
4.89'
R=370.00'
Δ=4°40'08"
L=30.15'
R/W ABANDONMENT
PER DOC. NO. 556922
JOB NO. 3621015
SHEET 1 OF 1
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4066
J:\Jobs\3621_Lompa_Ranch\Lompa_East_Apartments\Geomatics\legals_exhibits\Easement Relinquishments\Lompa_East_Apts_PUE-DE_Reling.dwg 9/3/2026 3:48 PM Kevin Almeter

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** November 5, 2026

Staff Contact: Hope Sullivan, Community and Economic Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a request from the Carson City Community and Economic Development Department ("Applicant") for a two-year extension of time (SUB-2026-0183) for the approved tentative subdivision map (TSM-18-154) known as the Plateau Subdivision, on property zoned Single-Family 6,000 ("SF6"), located at the eastern terminus of Homestead Lane and Alluvial Road, Assessor's Parcel Number ("APN") 008-522-34. (Heather Ferris, hferris@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

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Proposed Motion
I move to approve the time extension.

Board's Strategic Goal
Quality of Life

Previous Action
December 5, 2024 (Item 8.b) - The Board of Supervisors ("Board") approved and recorded the final subdivision map for Phase 1 (SUB-2022-0015).

November 17, 2022 (Item 10.A) - The Board approved the first extension of the tentative map (TSM-18-154) extending the expiration date to December 20, 2024.

December 20, 2018 (Item 18.C) - The Board approved the tentative subdivision map (TSM-18-154), subject to the conditions of approval outlined in the attached Notice of Decision.

Background/Issues & Analysis
The Plateau Subdivision, a tentative subdivision map for 270 single family lots, was approved by the Board on December 20, 2018. The tentative map would have expired on December 20, 2022; however, a two-year time extension was granted by the Board on November 17, 2022, to allow the developer time to obtain the necessary approvals from the Nevada Department of Transportation for intersection improvements at Hwy 50E and Drako Way. The tentative map was extended to December 20, 2024 and the final map for Phase 1 was recorded on December 5, 2024.

The developer submitted Phase 2 for review and approval on April 2, 2025. The improvements associated with Phase 2 include a water main extension for the City water system from Hells Bells Road to the City's existing infrastructure near the south end of Empire Ranch Road. This connection is consistent with the City's water master plan. The developer has prepared the construction plans for the

improvement and is responsible for the construction of the improvement. The City is seeking easements along the alignment of the water main as the easements will be dedicated to the City. As the necessary easements have not yet been secured, the developer can neither make the improvements nor secure for the improvements. Therefore, the Final Map cannot be approved and recorded at this time. The Community and Economic Development Department is requesting a two-year extension to December 5, 2028.

Per NRS 278.360(1)(a)(2)(c), the Board "may grant an extension of not more than 2 years for the presentation of any final map after the two-year period for presenting a successive final map has expired."

Should the Board of Supervisors approve the extension, the conditions of approval associated with the tentative map remain valid and the final map for each phase will need to demonstrate compliance with each of the conditions of approval.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.350 and 278.360

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Deny the request for an extension of time and/or provide alternative direction.

Attachment(s):
TSM-18-154 (Plateau)-extension request 10.15.26.pdf

TSM-18-154 Plateau NOD.pdf

NOD Plateau Extension. (11.17.2022).pdf

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

_____
(Vote Recorded By)

From:	Hope Sullivan
To:	Heather Ferris
Cc:	Kyle Fischer
Subject:	Re: TSM-18-154 (Plateau)
Date:	Thursday, October 15, 2026 5:41:42 PM
Attachments:	image001.png

Yes

From: "Heather Ferris" <HFerris@carsoncity.gov>
Subject: TSM-18-154 (Plateau)
Date: 15 October 2026 16:09
To: "Hope Sullivan" <HSullivan@carsoncity.gov>
Cc: "Kyle Fischer" <kfischer@carsoncity.gov>

Hope-

Phase 2 of the subject tentative subdivision map is reliant upon the water intertie which requires easements to be obtained by the City. The City has not yet been successful in obtaining those easements and the tentative subdivision map will expire on 12/5/26. Since the delay is out of the Developers control, is the Department willing to request an extension?

CARSON CITY
COMMUNITY AND ECONOMIC DEVELOPMENT

Heather Ferris | Planning Manager
Community and Economic Development | Carson City
108 E Proctor Street, Carson City, NV 89701
Direct: 775-283-7080 | Email: hferris@carsoncity.gov

WARNING! WIRE FRAUD ALERT! WE WILL NEVER ASK YOU TO WIRE MONEY!
If you receive an email requesting payment via Wire Transfer or containing Wiring Instructions, DO NOT RESPOND!
Instead, please contact our office at 775-887-2180 or via email at planning@carsoncity.gov to determine if fees are due.

How did we do?

Carson City Planning Division

108 E. Proctor St.
Carson City, Nevada 89701
(775) 887-2180
Planning@carson.org
www.carson.org

★ CLERK ★
FILED
Time 1:25pm
JAN 10, 2019
By C Eggett
Deputy
Carson City, Nevada

BOARD OF SUPERVISORS
December 20, 2018

NOTICE OF DECISION – TSM-18-154

A request was received to approve a Tentative Subdivision Map application to create 270 single family residential lots, 9 common area parcels, 3 remainder parcels, and approximately 13.36 acres of right-of-way within a 119.1 acre project area; located southeast of US Highway 50 and north east of Deer Run Road, within the V&T Specific Plan Area, APN's 008-521-54, -55, 89, 90, 008-522-16, -17, -18, 008-531-59, and -60.

The Board of Supervisors considered a request on December 20, 2018 in conformance with the City and State legal requirements approving TSM-18-154 based on the findings contained in the staff report and subject to the conditions of approval contained in the staff report.

RECOMMENDED CONDITIONS OF APPROVAL (TSM-18-154)
The following are general conditions of approval:

1. This Tentative Subdivision Map is approved only if the zoning map amendment (ZMA-18-155) is approved by the Board of Supervisors.

The following are conditions of approval required per CCMC 18.02.105.5:

2. All final maps shall be in substantial accord with the approved tentative map.
3. Prior to submittal of any final map, the Development Engineering Department shall approve all on-site and off-site improvements. The applicant shall provide construction plans to the Development Engineering Department for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.
4. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.
5. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any final map.
6. With the submittal of any final maps, the applicant shall provide evidence to the Planning and Community Development Department from the Health and Fire Departments indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the Fire Department of all hydrant locations.
7. The following note shall be placed on all final maps stating:
   "These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."

8. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of a final map.
9. The applicant must sign and return the Notice of Decision for conditions for approval within ten (10) days of receipt of notification after the Board of Supervisors meeting. If the Notice of Decision is not signed and returned within ten (10) days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
10. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
11. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage, and street improvements.
12. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection. The site grading must incorporate proper dust control and erosion control measures.
13. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering Department prior to approval of a final map.
14. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the specific performance of said work secured, by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within one (1) year of acceptance by the City. Improvements associated with the Conditional Letter of Map Revision must be constructed and may not be secured for in lieu of construction.
15. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.
16. The District Attorney shall approve any CC&R's prior to recordation of the first final map.

Specific Conditions to be included in the Design of the Improvement Plans, to be met prior to approval of construction permit:

17. All site improvements must be designed to meet the requirements of the Carson City Development Standards and Standard Details, including but not limited to the following:

    i. Proposed street sections that meet the minimum width for a section that limits parking on one or both sides, per Carson City Standard Details, must be signed with "No Parking" signs.

    ii. The proposed sidewalk width must be increased to the City Standard 5 foot wide sidewalk.

    iii. Utility main locations must be updated to meet the standard detail for typical locations.

    iv. The site improvement design engineer must coordinate the storm drain, wastewater, and water main analyses with Public Works in order to account for potential development to the northeast. These analyses must address main, pumping, and storage requirements for the development to

meet required capacities and pressure, and must address the ability to increase capacity for future developments. The water main analysis must also address the effects of pressure reducing valve assemblies that may be required to maintain separate pressure zones in the water system. It is anticipated that system improvements including additional booster capacity will be required at the developer's expense.

v. With the site improvement plans, the traffic impact study must be revised to include the following:

(i) Volume/counts must be taken when school is in session, the report notes an August month, please provide date of when the counts were collected.

(ii) NDOT counts for U.S. 50 and Deer Run Road must be used in place of Traffic Work's counts.

(iii) The growth factor must match CAMPO's 1% annual growth.

(iv) The design LOS for the new signal at Drake Way (if approved by NDOT) must be designed to a LOS C or better.

(v) Intersection Level of Service tables must be revised to provide:

a. All approaches and overall for US 50/Deer Run Road intersection.

b. All existing approaches and overall for US 50/Drako Way intersection.

c. The overall for Deer Run Road/Morgan Mill Road intersection

vi. The sewer impact report references the old d/D standard of 0.75. The new standard of 0.5 must be utilized for small mains in the sewer main analysis for the improvement plans.

vii. The developer must update the City's water model per CCDS 15.3.1. The City will provide boundary conditions and system curves based on fire flows, and will provide version information. The developer must supply a model to be incorporated into the City's model.

viii. Water mains with 15 or more services must be looped.

ix. Per CCMC 12.09.070 & 12.09.080 (4), the developer must provide base flood elevation data. In the event that this data reveals X-shaded or A flood hazard zones that will be altered by the subdivision improvements, the subdivision must receive a CLOMR determination from FEMA and provide funds to process the LOMR per 12.09.070(d).

18. The developer must incorporate "*Best Management Practices*" into construction documents and specifications to reduce the spread of noxious weeds.

19. The developer shall enter into an agreement with the City to address the following:

i. Developer to contribute at a pro-rate share to upsizing the sewer main in Airport Road from US 50 to Douglas Drive, which is at capacity; and

ii. Developer to contribute at a pro-rata share for the construction of an appropriate roadway treatment to maintain the pavement performance of Airport Road between US 50 and Woodside Drive where the sewer main must be upgraded.

20. The developer must analyze the Morgan Mill Lift Station and upgrade the lift station to meet flow and emergency storage capacity requirements if so determined by the analysis. Metering of incoming flows may be required to confirm current conditions. In the event

that additional capacity is not provided for future development, the lift station and controls improvements must be designed to be able to easily be updated.

21. The water main and storm drain must be stubbed to the north at Court "B" as shown. The sewer main at Court "B" must also be stubbed to the north property line. The water and sewer mains must extend along Drako Way to the north property line near Astro Drive.
22. The storm drain infrastructure must extend to the Carson River. This may be an open channel; however this must be designed to prevent erosion and maintenance access must be provided.
23. Natural drainages that enter the subdivision must be tied into the underground storm drain system at the subdivision, as shown, and access must be provided for maintenance.
24. The detention basin location must be analyzed by a geotechnical engineer.
25. The developer must obtain NDOT and Carson City approval of the HWY 50 intersection improvements prior to issuing a site improvement permit. The approved intersection must bring intersection LOS into compliance with Code.
26. The site improvements must meet the requests made in the NDEP Limited Phase II Environmental Site Assessment Report and Remedial Action Plan memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.
27. The water main alignment may not be altered to loop the water main to Hwy 50 unless approved by the City Engineer. If the water main is looped to the main in Hwy 50, where the water main passes through the old landfill, the soil must be excavated and replaced with imported soil within a distance equal to the minimum separation required between a water main and a sewer main, both horizontally and vertically.
28. Local streets must have a minimum asphalt thickness of 4 inches or per the geotechnical engineer's recommendations, whichever is greater.
29. Hydrants must be provided per Appendix B and Appendix C of the IFC (adopted edition) and shown on plans.
30. The developer must provide pedestrian access points to the adjacent City property and show the access points on the site improvement plans for review and approval by the Parks, Recreation and Open Space Department.
31. The developer must incorporate bike lanes into the development's street system network that connects to US Highway 50 (East) and Deer Run Road.
32. All site clearing/grubbing, grading, and construction activities, including construction worker parking, must occur on the project site, unless permissible to private property owners. No construction activities shall occur on City property. The applicant shall provide protective fencing along the property line to delineate public lands from private property during construction.
33. The developer must use a pollinator friendly dryland seed mix for any permanent erosion control and re-vegetation within any open space/ common areas within the development.
34. If it is determined that the development's water system is required to connect to existing water tanks on the City's land (east of the development), the applicant must coordinate the water line alignment with the Parks, Recreation, and Open Space Department and Development Engineering. The applicant must re-vegetate the disturbed area (except the water line's service road) to its previous condition. The dryland seed mix and treatment application specifications including temporary irrigation, weed control, and protective fencing shall be reviewed and approved by the Parks Recreation and Open Space Department.

Conditions to be Addressed with the Final Map

35. The applicant shall provide the Community Development Department with a deed restriction for recordation at the time the first final map is submitted for recordation. The document shall state the following:
"This property is in proximity to industrial properties, the City's Landfill, Rifle and Pistol Range, Disc Golf Course Complex, and the V & T Railroad. This disclosure is made at the request of the Carson City Board of Supervisors with the intention of protecting the industrial properties, the City's Landfill, Rifle and Pistol Range, Disc Golf Course Complex, and the V &T Railroad. These uses may affect your quality of life and may cause inconvenience or discomfort, including but not limited to noise, vibrations, fumes, odors, dust, glare and physical activity."
36. The developer must provide a public access easement for all pedestrian access corridors, off-street recreational trails and both fire access roads within the proposed development. The easement will be recorded on the final map or through a covenant, deed restriction, or similar legal instrument to ensure public access to City lands in perpetuity.
37. A Homeowners Association/Maintenance Association or similar entity must be established for the following:
    i. Ownership and maintenance, in perpetuity, of all open space, common areas, landscaping, and off-site roadway landscaping along Drako Way from the northern portion of the site to Highway 50, and off-street trails within the development; and
    ii. Maintenance of all on-site drainage basins and any Low Impact Design, in perpetuity.
38. The developer shall dedicated two unobstructed fire protection access easements not less than twenty (20) feet wide from the public street to the subdivision or development boundary as determined by the Fire Chief. One access shall be located at the end of the cul-de-sac between lots 58 and 59, and the other shall be located between lots 34 and 35. The emergency access must be designed and constructed to comply with the requirements of Division 12, Emergency Access Streets. Gates must be marked with "No Parking-Fire Lane" signage per Carson City Fire Code.
39. The developer shall provide a vegetation management plan for review and approval by the Fire Department.
40. Defensible space requirements and an easement stating the purpose and development limitations shall be delineated on the Final Map to ensure that all on-site development incorporates the required defensible space on site.
41. At the time of Final Map submittal, the applicant must demonstrate that the project complies with all identified conditions, as well as with the terms of any associated Development Agreement.
42. The final mylar will be presented to the State Engineer for approval and signature.

The decision was made on a vote of 5 ayes, 0 nays, 0 absent.

Hope Sullivan, AICP
Planning Manager

HS:lr

Emailed on: 1/14/2019 By: LR

Please sign and return this notice of decision with 10 days of receipt.

I have read and acknowledge the Conditions of Approval as approved by the Carson City Board of Supervisors.

APPLICANT and/or OWNER SIGNATURE

1/22/19
DATE

Keith Serpa
(Applicant/Owner Printed Name)

RETURN TO:
Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89706

Carson City Planning Division

108 E. Proctor St.
Carson City, Nevada 89701
(775) 887-2180
Planning@carson.org
www.carson.org

BOARD OF SUPERVISORS
November 17, 2022

NOTICE OF DECISION

A request was received, TSM-18-154, an application from Manhard Consulting ("Applicant") for a two-year extension of time for the approved tentative subdivision map known as Plateau (TSM-18-154) on property zoned Single-family 6,000 ("SF6"), General Commercial ("GC"), Multi-Family Apartment ("MFA") and Public Regional ("PR"), located south of Highway 50 E and east of N Deer Run Road within the V&T Specific Plan Area, Assessor's Parcel Numbers ("APNs") 008-522-23; -24; -25; -26; 27; -28; -29; -30; & -31.

The Board of Supervisors reviewed the request on November 17, 2022 in conformance with the City and State legal requirements, and approved a time extension for TSM-18-154 based on the findings contained in the staff report. The tentative map will expire on December 20, 2024.

This decision was made on a vote of 5 ayes and 0 nays.

Hope Sullivan, AICP
Director of Community Development

★ CLERK ★
FILED
Time 10:56 am

NOV 17 2022

By Lisa E Bessick
Deputy
Carson City, Nevada