



**CARSON CITY CONSOLIDATED
MUNICIPALITY
NOTICE OF THE MEETING OF THE
CARSON AREA METROPOLITAN PLANNING
ORGANIZATION**

Day: Wednesday
Date: May 13, 2026
Time: Beginning at 4:30 pm
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the Carson Area Metropolitan Planning Organization 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: cmartinovich@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 - Carson Area Metropolitan Planning Organization (CAMPO)**

2. **Roll Call**

3. **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.

4. **For Possible Action: Approval of Minutes - April 8, 2026**

4.A Minutes for April 8, 2026
[Click Here for Staff Report](#)

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

- 5.A For Possible Action - Discussion and possible action regarding Contract 26300235 (“Contract”) with Moffatt & Nichol to assist in the development of the East Dayton Bridge Project Feasibility Study (“Study”), located in Lyon County, for a total not-to-exceed amount of \$1,189,493.05. (Chris Martinovich, Transportation Manager)
[Click Here for Staff Report](#)

6. Non-Action Items

- 6.A Transportation Manager’s Report (Chris Martinovich, Transportation Manager)
[Click Here for Staff Report](#)
- 6.B Nevada Department of Transportation Report (Assistant Director of Planning, NDOT)
[Click Here for Staff Report](#)
- 6.C Other comments and reports, which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to CAMPO, project status reports, and comments or other reports from the CAMPO members or staff. (Chris Martinovich, Transportation Manager)
[Click Here for Staff Report](#)

7. 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.

8. For Possible Action: To Adjourn

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

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

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

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

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Development Permit Center, 108 East Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Lyon County Utilities, 34 Lakes Blvd, Dayton

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

www.carsoncity.gov/granicus

notice.nv.gov



STAFF REPORT

Report To: _____ **Meeting Date:** May 13, 2026

Staff Contact: _____

Agenda Title: Minutes for April 8, 2026

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

Proposed Motion

I move to approve the minutes, as presented.

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):

[4-08-2026 Draft Minutes \(CAMPO\).pdf](#)

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

(Vote Recorded By)

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Draft Minutes of the April 8, 2026 Meeting

Page 1

A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, April 8, 2026, in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Gregory Novak
Vice Chair Lucia Maloney
Member Lori Bagwell
Member John Cassinelli
Member Mark Costa
Member Joshua Nordloh
Member Lisa Schuette
Ex-Officio Member Kevin Verre

STAFF: Chris Martinovich, Transportation Manager
Darren Schulz, Public Works Director
Lucas Burr, Senior Deputy District Attorney
Kelly Norman, Senior Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Casey Sylvester, Transportation/Traffic Engineer
Jared Cragun, Transportation Planner/Analyst
Marcus Myers, Transit Coordinator
Briana Munoz, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the CAMPO’s agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review in the Clerk’s Office during regular business hours. All approved minutes are posted on <https://www.carsoncity.gov/government/city-meetings>.

1. CALL TO ORDER – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

(4:30:26) – Chairperson Novak called the meeting to order at 4:30 p.m.

2. ROLL CALL

(4:30:29) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:30:50) – Chairperson Novak entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

4.A MINUTES FOR MARCH 11, 2026

(4:31:08) – Chairperson Novak introduced the item and entertained corrections and/or a motion.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Draft Minutes of the April 8, 2026 Meeting

Page 2

(4:31:23) – MOTION: Vice Chair Maloney moved to approve the minutes of the March 11, 2026 meeting as presented. The motion was seconded by Member Bagwell and carried 7-0-0.

5. PUBLIC MEETING ITEM(S):

5.A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION BY THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) REGARDING THE US HIGHWAY 50 CARSON CITY PRESERVATION PROJECT (“CARSON PROJECT”) LOCATED IN CARSON CITY, AND THE US HIGHWAY 50 EAST OF DAYTON PRESERVATION PROJECT (“DAYTON PROJECT”) LOCATED IN DAYTON.

(4:31:37) – Chairperson Novak introduced the item. Ex-Officio Member Verre with the Nevada Department of Transportation (NDOT) provided a presentation on the US-50 Carson Project and the Dayton Preservation Project, which is incorporated into the record.

(4:43:22) – Member Cassinelli expressed concerns regarding delays in the Dayton project timeline and the expectations of constituents. Ex-Officio Member Verre acknowledged the delays and noted that the cause was unclear. He confirmed that funding is obligated and agreed to provide written clarification to Member Cassinelli to share with constituents.

(4:45:48) – Vice Chair Maloney asked whether any corridor study recommendations were excluded from the US-50 Carson project. Ex-Officio Member Verre explained that some recommendations were omitted due to funding, timing, and right-of-way constraints, noting that late-stage design limits the ability to incorporate new elements. Ex-Officio Member Verre added that NDOT is improving early planning through the One Nevada process. Vice Chair Maloney inquired about planned signal improvements at Airport Road and Transportation Manager Chris Martinovich noted that the City was preserving Airport Road and considering median adjustments for improved lane configuration alignment. Mr. Martinovich added that NDOT was planning a pedestrian refuge island at the northeast corner of the road near Dairy Queen for enhanced pedestrian safety.

(4:51:26) – Member Costa asked where City-funded pathway improvements would occur and Mr. Martinovich stated that improvements would be along the north side of US-50 from Airport Road to potentially Deer Run Road, including reconstruction, preservation, and ADA upgrades using carbon reduction funds.

(4:52:50) – Member Bagwell questioned whether green bike lane paint was effective in improving driver behavior and Ex-Officio Member Verre stated that while no data was available, the paint likely increases driver awareness as a visual cue and is a low-cost safety measure. Member Bagwell noted public complaints about a lack of enforcement and drivers ignoring bike lanes.

(4:57:26) – Member Schuette inquired about the lack of a speed reduction recommendation for US-50 and questioned how the determination came to be. Ex-Officio Member Verre confirmed that the current speed limits reflect a correct speed for the roadway, adding that NDOT uses a context classification and spend management plan to consider the facility and surrounding uses.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Draft Minutes of the April 8, 2026 Meeting

Page 3

5.B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED AMENDMENT 25-09 (“AMENDMENT”) TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION’S (“CAMPO”) FEDERAL FISCAL YEAR (“FFY”) 2025-2028 TRANSPORTATION IMPROVEMENT PROGRAM (“TIP”), WITH THE AMENDMENT MAKING CHANGES TO MULTIPLE PROJECTS LISTED IN APPENDIX 3, INCLUDING CHANGES IN FUNDING AMOUNTS, PROJECT DESCRIPTIONS, AND UPDATING THE PROGRAM FUNDING LISTED IN APPENDIX 1.

(4:58:48) – Chair Novak introduced the item. Transportation Planner/Analyst Jared Cragun referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and went over the proposed amendment to the CAMPO Federal Fiscal Year (FFY) 2025-2028 Transportation Improvement Program and its impacts to multiple projects, including funding increases and updates to project descriptions.

(5:02:29) – MOTION: Vice Chair Maloney moved to approve the Amendment, as presented. The motion was seconded by Member Schuette and carried 7-0-0.

5.C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) A PROPOSED AMENDMENT NO. 2 (“AMENDMENT”) TO COOPERATIVE AGREEMENT NO. PR277-24- 802 (“AGREEMENT”) WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) WITH THE AMENDMENT INCREASING THE NOT TO EXCEED AMOUNT OF THE AGREEMENT BY \$620,098.88 TO A REVISED NOT TO EXCEED AMOUNT OF \$1,346,270.91, WHICH INCLUDES \$1,292,837.61 IN FEDERAL FUNDS AND \$53,433.30 IN REQUIRED LOCAL MATCH, EXTENDING THE TERMINATION DATE OF THE AGREEMENT TO JUNE 30, 2027, AND MODIFYING OTHER CLAUSES OF THE AGREEMENT TO ALLOW THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) TO CONTINUE TO SEEK REIMBURSEMENT OF CONSOLIDATED PLANNING GRANT (“CPG”) FUNDS THAT WILL BE CARRIED FORWARD FROM FISCAL YEAR (“FY”) 2026 TO FY 2027 UP TO THE REVISED AGREEMENT NOT TO EXCEED AMOUNT; AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO SIGN THE AMENDMENT AND FUTURE AMENDMENTS THAT EXTEND THE TIME FOR PERFORMANCE OR APPROVE FUNDING CHANGES NOT TO EXCEED 10 PERCENT OF THE PRESENT AGREEMENT AMOUNT.

(5:02:41) – Chair Novak introduced the item. Member Schuette read into the record a prepared disclosure statement pertaining to agenda item 5.C, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action.

(5:05:16) – Transportation Manager Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and went over the proposed amendment to the to the cooperative agreement with NDOT. Mr. Martinovich noted that the proposed amendment extends the duration of the agreement through June 30, 2027 and increases funding to include all FFY 2026 planning funds obligated and apportioned to NDOT, allowing CAMPO to continue drawing down unspent funds into FY 2027.

(5:06:26) – Member Bagwell inquired about the federal grants timeline and Mr. Martinovich noted that additional funds from FFY 2026 would be added, including funds obligated in FFY 2025. He explained that funds were still being drawn down due to past staffing shortages and additional obligations, emphasizing future plans to better align spending with federal fiscal years. Member Bagwell clarified that funds from past federal fiscal years like

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Draft Minutes of the April 8, 2026 Meeting

Page 4

FFY 2025 could still be spent through FFY 2028 and stressed the need to align spending with federal fiscal years for cost effectiveness.

(5:02:37) – MOTION: Member Bagwell moved to approve the Amendment, as presented, and to authorize the Transportation Manager to sign the Amendment as well as future amendments that extend the time for performance or approve funding changes not to exceed 10% of the present Agreement amount. The motion was seconded by Member Costa and carried 7-0-0.

5.D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED UNIFIED PLANNING WORK PROGRAM (“UPWP”) FOR CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) ACTIVITIES DURING FISCAL YEAR (“FY”) 2027 AND FY 2028.

(5:10:04) – Chair Novak introduced the item. Senior Transportation Planner Kelly Norman referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background on the Unified Planning Work Program (UPWP) for FY 2027 and 2028, adding that the draft had been shared with NDOT and federal partners. Ms. Norman noted changes to the UPWP since it was first presented to the Board.

(5:11:57) – Chair Novak noted that the plan addressed environmental protection and coordination with the State and local growth but did not mention federal considerations. He suggested that federal land issues be tracked due to their potential impact on the plan.

(5:14:33) – In response to Member Costa, Ms. Norman confirmed that the Board would have the opportunity to review the prioritized project list for the Regional Transportation Plan (RTP) during Transportation Improvement Plan (TIP) adoption, which she expected to occur during fall of this year.

(5:15:06) – MOTION: Member Schuette moved to approve the CAMPO FY 2027-2028 Unified Planning Work Program, as presented. The motion was seconded by Member Bagwell and carried 7-0-0.

5.E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS (“BOARD”) CONCERNING THE FISCAL YEAR (“FY”) 2027 BUDGET FOR THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FUND.

(5:15:20) – Chair Novak introduced the item. Member Schuette read into the record a prepared disclosure statement pertaining to agenda item 5.E, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action.

(5:16:05) – Mr. Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and went over the CAMPO FY 2027 Budget. He outlined revenues and expenditures and noted an estimated \$335,000 in federal grants aligned with the UPWP, requiring a 5 percent local match from Douglas County, Lyon County, and Carson City. Mr. Martinovich stated that expenditures were primarily from CAMPO grants and existing agreements.

(5:19:07) – Member Bagwell clarified that the FY 2027 Budget appeared small since it reflects only planning funds while additional grants and roll-forward funds increase totals throughout the year.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Draft Minutes of the April 8, 2026 Meeting

Page 5

(5:20:32) – Member Costa asked about timing for FY 2027 re-estimates and Chief Financial Officer Sheri Russell-Benabou explained that re-estimates occur annually after audits to determine ending and beginning fund balances, with updates typically available later in the fiscal cycle. Ms. Russell-Benabou added that project accounting allows tracking of budgets and expenditures across a two-year window. Member Bagwell added that project tracking is visible through project numbers.

(5:23:52) – Chair Novak asked about the overall City budget and Ms. Russell-Benabou stated that the total City Budget is approximately \$200 million.

(5:24:31) – MOTION: Member Bagwell moved to recommend that the Board of Supervisors approve the Fiscal Year 2027 Budget for the CAMPO fund. Member Cassinelli seconded the motion. The motion carried 7-0-0.

6. NON-ACTION ITEMS

6.A TRANSPORTATION MANAGER’S REPORT

(5:25:11) – Transportation Manager Chris Martinovich highlighted that staff was programming projects to ensure they make the most of federal funds while striving to implement projects into the community. Mr. Martinovich reported that the current UPWP, which ends June 30, 2026, was almost complete. He noted tasks for the next UPWP would begin July 2026. Mr. Martinovich announced that the report on the previous UPWP would take place in September 2026. He noted that staff was monitoring federal legislation and regulation changes and highlighted a continuing resolution on the current transportation bill, allowing for the use of FFY 2027 funds to obligate for planning activities and road projects.

6.B NEVADA DEPARTMENT OF TRANSPORTATION REPORT

(5:27:13) – Ex-Officio Member Verre announced that the next NDOT Board meeting was scheduled for May 11, 2026 at 9:30 a.m.

6.C OTHER COMMENTS AND REPORTS

(5:27:24) – Chair Novak entertained comments and reports from Members; however, none were forthcoming.

7. PUBLIC COMMENT

(5:27:30) – Chairperson Novak entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:27:36) – Chairperson Novak adjourned the meeting at 5:27 p.m.

The Minutes of the April 8, 2026, Carson Area Metropolitan Planning Organization meeting are so approved on this 13th day of May 2026.



STAFF REPORT

Report To: Carson Area Metropolitan Planning Organization **Meeting Date:** May 13, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action - Discussion and possible action regarding Contract 26300235 (“Contract”) with Moffatt & Nichol to assist in the development of the East Dayton Bridge Project Feasibility Study (“Study”), located in Lyon County, for a total not-to-exceed amount of \$1,189,493.05. (Chris Martinovich, Transportation Manager)

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the Contract, as presented.

Board's Strategic Goal

N/A

Previous Action

August 13, 2025 (Item 5.B) – The Carson Area Metropolitan Planning Organization (“CAMPO”) approved Highway Agreement No. PR235-25-063 with the Nevada Department of Transportation (“NDOT”) to fund the Study with \$1,254,000 in Surface Transportation Block Grant (“STBG”) funds, plus a 5% local match of \$66,000, for a total cost of \$1,320,000.

May 14, 2025 (Item 6.C) – CAMPO approved an interlocal agreement with Lyon County, which requires Lyon County to provide \$66,000 for local matching funds and authorizes CAMPO staff to assume primary administrative responsibilities for the Study management and the administration of the STBG funds.

Background/Issues & Analysis

The Study will analyze potential locations and impacts associated with the placement of a new bridge across the Carson River and the associated regional roadway connections in the CAMPO portion of Dayton Valley, Lyon County. There is one existing connection across the two sides of the Carson River via Dayton Valley Road/Quilici Road. The consideration of a second bridge over the Carson River will provide secondary access for businesses and residents and improve emergency response to the community. Moffatt & Nichol will assist in developing the Study, which is expected to be completed over the next 12 to 16 months.

A Request for Qualifications was published in the Reno Gazette-Journal and on Carson City’s website

on October 28, 2025, and it closed on December 1, 2025. Five proposals were submitted. The Review and Selection Committee recommended Moffatt & Nichol to CAMPO. The Study will be managed by CAMPO staff.

The Study is funded using STBG funds under an interlocal agreement with NDOT. CAMPO receives STBG funding annually through NDOT and makes STBG funding available to partner agencies such as Lyon County. STBG funding can be used for a wide variety of activities, including the planning and construction of road and bridge projects. Lyon County has identified the East Dayton Bridge Project as a priority for the region, as documented in the 2050 Regional Transportation Plan and Transportation Improvement Program, and requested the use of STBG funding to complete the Study. CAMPO will provide management and administration of the Study, including coordination with NDOT and grant invoicing and accounting.

The Agreement between NDOT and CAMPO includes \$1,254,000 in STBG funding, which requires a 5 percent local match. CAMPO and Lyon County executed an interlocal agreement in May 2025, under which Lyon County will provide CAMPO with up to \$66,000 to cover the required local match.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332, NRS 277.180, NRS 625.530

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: CAMPO Fund, CAMPO Grants Expense / 2453028-501210. Project No. P302826001.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the above account will have a net decrease of \$1,189,493.05. The available budget for Project No. P302826001 is \$1,316,892.83. Funding for the Study is budgeted through Highway Agreement No PR235-25-063 with NDOT, which is reimbursable at a rate of 95%, with the required 5% local match reimbursed through an interlocal agreement with Lyon County.

Alternatives

Decline to approve the Contract and provide an alternative direction to staff.

Attachment(s):

[5A_CAMPO_Exhibit 1 - Draft Contract 26300235.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT**Contract No. 26300235****Title: East Dayton Bridge Project Feasibility Study**

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between the Carson Area Metropolitan Planning Organization for Carson City, hereinafter referred to as "**CITY**", and Moffatt & Nichol, hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 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 is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve ☐) (does not involve ☒) a "public work" construction project, 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, CONSULTANT'S compensation under this agreement (does ☒) (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 **CONSULTANT** for **CONTRACT No. 26300235** (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 Area Metropolitan Planning Organization, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** 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 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** 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.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** 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.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: 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 SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** 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 **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** 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 consultant 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

(b) An additional accurate record showing, for each worker employed by the consultant 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.

2.7.3.3.2 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. **CONSULTANT**, 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.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** 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 **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT 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.*

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** 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 **CONSULTANT** 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.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on May 13, 2026, subject to Carson Area Metropolitan Planning Organization approval (anticipated to be May 13, 2026) and ends on December 31, 2027, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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

Ernest A. Figueroa, Vice President
Moffatt & Nichol
377 S. Nevada St.
Carson City, NV 89703
775-600-2980
efigueroa@moffattnichol.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 **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of One Million One Hundred Eighty Nine Thousand Four Hundred Ninety Three Dollars and 05/100 (\$1,189,493.05), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 The **CONSULTANT** further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

6. **TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **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 SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** 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 subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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 **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 If **CONSULTANT** 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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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

7.3.2.5 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 **CONSULTANT**, or any agent or representative of **CONSULTANT**, 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

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

7.4 Time to Correct (Declared Default or Breach):

7.4.1 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 or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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).

8. 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 **CONSULTANT** to **CITY**.

9. 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 **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. 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.

11. INDEMNIFICATION:

11.1 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.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. 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. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 below, the indemnifying party shall not be

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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:

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

11.3.2 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.

11.4 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.

11.5 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.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES 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 SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** 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.

12.3 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 **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (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, **CONSULTANT'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.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

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

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, 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.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

policies provided by **CONSULTANT**.

13.4 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.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'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 **CONSULTANT** and shall continue in force as appropriate until the later of:

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

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

13.6.3 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 **CONSULTANT**.

CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** 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 **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **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.

13.9 **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.

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** 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 **CONSULTANT** 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**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

13.14 **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.

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

13.16 **Certificate of Insurance:** **CONSULTANT** 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 **CONSULTANT**.

13.17 **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 13.9** (Additional Insured).

13.18 **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.

13.19 **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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'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 **CONSULTANT** or its subcontractors, 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.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 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)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

- 13.20.7 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.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant 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.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant 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.
- 13.21.3 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.
- 13.21.4 Consultant 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 **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** 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.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** 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, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT'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.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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.

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

13.23.3 **CONSULTANT** 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 Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

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

14.2 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.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT 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 **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** 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 **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** 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.

16. 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.

17. 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.

18. 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. **CONSULTANT** 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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 **CONSULTANT** (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 **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'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.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** 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. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** 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.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

22.1.1 **CONSULTANT** 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. 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.

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

22.1.3 **CONSULTANT** 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.

22.1.4 **CONSULTANT** 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 (including but not limited to DOT Order 1050.2A), and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** 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).

22.1.6 The **CONSULTANT**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of DOT-assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the **CONSULTANT** from future bidding as non-responsible.

23. **LOBBYING:**

23.1 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:

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

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

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

24. **GENERAL WARRANTY:**

CONSULTANT warrants that it will perform all SERVICES 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 SERVICES, under the same or similar circumstances, in the State of Nevada.

25. **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. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson Area Metropolitan Planning Organization and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

If the SERVICES under this Contract involve 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 **CONSULTANT** 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 **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** 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.

27. 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. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. 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 Area Metropolitan Planning Organization. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

29. 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:

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
District Attorney or his or her Authorized Designee

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Project: P302825001
Account: 2453028-501210

By: _____

Dated _____

PROJECT CONTACT PERSON:

Chris Martinovich, Transportation Manager
Telephone: 775-283-7367

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

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

CONSULTANT

BY: Ernest A. Figueroa

TITLE: Vice President

FIRM: Moffatt & Nichol

CARSON CITY BUSINESS LICENSE #: BL-010070

Address: 377 S. Nevada St.

City: Carson City **State:** NV **Zip Code:** 89703

Telephone: 775-600-2980

E-mail Address: efigueroa@moffattnichol.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson Area Metropolitan Planning Organization for Carson City, Nevada at their publicly noticed meeting of May 13, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300235**. Further, authorizes the Chairperson of the Carson Area Metropolitan Planning Organization for 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

GREG NOVAK, CHAIRPERSON

ATTEST:

DATED this 13th day of May 2026.

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of May 2026.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300235

Title: East Dayton Bridge Project Feasibility Study

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Brittany Burrows, email: BBurrows@carsoncity.gov

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Attachment 1

Detailed Scope of Services

Table of Contents

1.	PROJECT MANAGEMENT	3
1.1	CONSULTANT PROJECT MANAGEMENT	3
1.2	MONTHLY PROJECT MANAGEMENT TEAM (PMT) MEETINGS.....	3
1.3	OTHER CAMPO COORDINATION MEETINGS	3
1.4	MONTHLY INVOICING AND PROGRESS REPORTS	3
1.5	QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC)	4
2.	PUBLIC AND STAKEHOLDER OUTREACH.....	4
2.1	PUBLIC INFORMATION PLAN.....	4
2.2	CAMPO WEB PAGE AND PROJECT UPDATES	4
2.3	PROJECT COMMITTEE MEETINGS	5
2.3.1	PROJECT TECHNICAL ADVISORY COMMITTEE (TAC)	5
2.4	PUBLIC INFORMATION MEETINGS.....	5
2.4.1	MEETING SCHEDULING, PREPARATION AND NOTIFICATION.....	5
2.4.2	MEETING STAFFING	6
2.4.3	NEIGHBORHOOD MEETINGS.....	6
2.5	PROJECT PRESENTATIONS	6
3.	EXISTING CONDITIONS AND BASELINE DATA COLLECTION	7
3.1	REVIEW EXISTING POLICIES, PLANS, AND STUDIES.....	7
3.2	DIGITAL MAPPING RESOURCES	7
3.3	RIGHT OF WAY MAPPING	7
3.4	SUPPLEMENTAL TOPOGRAPHIC SURVEY.....	8
3.5	TRAFFIC DATA COLLECTION AND CIRCULATION ANALYSIS	8
3.5.1	TRAFFIC DATA COLLECTION AND CIRCULATION METHODOLOGY MEMORANDUM	9
3.5.2	EXISTING CONDITIONS TRAFFIC DATA COLLECTION	9
3.5.3	STAKEHOLDER AND FREIGHT CIRCULATION COORDINATION	9
3.5.4	PLANNING-LEVEL INTERSECTION OPERATIONS AND LOS SCREENING	10
3.5.5	FUTURE CONDITIONS DEVELOPMENT AND REGIONAL CONSISTENCY	10
3.5.6	TECHNICAL SUMMARY DOCUMENTATION	10
3.6	SAFETY AND MULTIMODAL ASSESSMENT TECHNICAL MEMORANDUM.....	11
3.7	UTILITY IDENTIFICATION	11
3.8	GEOTECHNICAL ANALYSIS	11
3.8.1	LITERATURE REVIEW.....	12
3.8.2	FIELD RECONNAISSANCE.....	12
3.8.3	EXPLORATORY BORINGS.....	12
3.8.4	GEOPHYSICAL EXPLORATION	13
3.8.5	LABORATORY TESTING	13
3.8.6	PRELIMINARY GEOLOGIC MAP PREPARATION.....	13
3.8.7	GEOLOGICAL AND GEOTECHNICAL FEASIBILITY STUDY REPORT	13
3.8.8	PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT	14
3.9	HYDRAULIC ANALYSIS	14
4.	PRELIMINARY ENVIRONMENTAL CONSIDERATIONS (PEL/PRE-NEPA SUPPORT).....	15

4.1	CULTURAL RESOURCES (PRELIMINARY SECTION 106 SCREENING).....	15
4.2	TITLE VI / COMMUNITY IMPACTS AND DEMOGRAPHICS.....	16
4.3	LAND USE AND ECONOMIC DEVELOPMENT	16
4.4	SECTION 4(f) AND SECTION 6(f) RESOURCES.....	16
4.5	BIOLOGICAL RESOURCES.....	16
4.6	WETLANDS AND WATER RESOURCES	17
4.7	HAZARDOUS MATERIALS AND CONTAMINATED SITES	17
4.8	COORDINATION, PERMITTING, AND FUTURE APPROVALS	17
4.9	PRELIMINARY PEL DOCUMENTATION.....	18
5.	ALTERNATIVES ANALYSIS	18
5.1	BASIS OF DESIGN.....	18
5.2	CONCEPTUAL ROADWAY CONNECTION ALTERNATIVES.....	18
5.2.1	ROADWAY AND BRIDGE SCREENING WORKSHOP	18
5.2.2	CONCEPTUAL ROADWAY ALTERNATIVE DESIGN	19
5.2.3	CONCEPTUAL MODIFICATIONS TO CONNECTED ROADWAYS.....	19
5.3	CONCEPTUAL BRIDGE ALTERNATIVE DESIGN	19
5.3.1	BRIDGE 3D MODELING AND COLOR RENDERING	20
5.4	CONCEPTUAL ROADWAY AND BRIDGE PHASING	20
5.5	COST ANALYSIS	20
5.6	CONSTRUCTABILITY REVIEW	20
5.7	RISK REGISTER	20
5.8	RIGHT-OF-WAY SUMMARY	20
6.	FEASIBILITY REPORT DEVELOPMENT.....	21
6.1	DRAFT FEASIBILITY REPORT	21
6.2	FINAL FEASIBILITY REPORT.....	21
7.	GRANT WRITING SUPPORT and CAMPO Directed Services (OPTIONAL SERVICE)	22
7.1	COORDINATION AND MEETINGS	22
7.2	DATA GATHERING AND GAP ANALYSIS.....	22
7.3	BENEFIT-COST ANALYSIS (BCA).....	23
7.4	GRANT APPLICATION NARRATIVE DEVELOPMENT	23
7.5	FINAL DOCUMENTATION AND SUBMITTAL SUPPORT	23

The PROJECT scope includes the following tasks associated with the development of a feasibility study (Study) for the East Dayton Bridge Project, which includes a new bridge across the Carson River and associated regional roadway connections in the CAMPO portion of Dayton Valley, Lyon County. There is one existing connection between the two sides of the Carson River via Dayton Valley Road/Quilici Road. The consideration of a second bridge over the Carson River will provide secondary access for businesses and residents and improve emergency response to the community. The regional roadway connections will also provide alternative options for travelers who solely rely on US 50.

1. PROJECT MANAGEMENT

The CONSULTANT will manage/coordinate PROJECT development activities with CAMPO, other agencies, property owners, and the major commercial interests within the footprint of the study area. Project management will be executed in coordination with CAMPO's Project Manager.

The CONSULTANT assumes the Project Duration is 18 months from contract execution.

1.1 CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Project Manager to support CAMPO Project Manager, coordinate CONSULTANT activities, staff the PROJECT, assist with communications, participate in meetings, oversee the CONSULTANT tasks, and advise CAMPO's management as directed by the CAMPO Project Manager.

The CONSULTANT Project Manager will provide staff planning and resources to meet PROJECT schedule commitments and complete tasks identified in this Scope of Services, including support staff required to perform the oversight and independent quality assurance reviews. This includes ensuring all permitting for CAMPO and partnering agencies required to carry out Scope of Services is acquired in a timely manner.

The CONSULTANT will create, monitor, and update the project schedule as part of the monthly progress report process. The schedule will be updated monthly or at any major schedule change.

1.2 MONTHLY PROJECT MANAGEMENT TEAM (PMT) MEETINGS

The PMT will include the CAMPO Project Manager, the CONSULTANT Project Manager and CONSULTANT Task Leads as needed.

PMT meetings will convene with project key staff. Meetings will be held in Carson City or in a virtual format. The CONSULTANT will facilitate the meetings, and prepare agendas, meeting notes, and all meeting displays, handouts and other materials. Eighteen (18) monthly meetings are assumed.

1.3 OTHER CAMPO COORDINATION MEETINGS

Various CAMPO coordination meetings will be necessary as the study progresses. The Consultant will prepare for, attend, and document ten (10) 1-hour ad-hoc meetings throughout the study.

1.4 MONTHLY INVOICING AND PROGRESS REPORTS

The CONSULTANT Project Manager will provide monthly invoices in a timely manner, including a progress report. All billings for dates of service prior to the beginning of the CAMPO'S fiscal year (July 1) will be submitted to CAMPO no later than the July 15 of the same year. The monthly progress

reports/invoices will be submitted to the CAMPO Project Manager and CAMPO Account Manager. Invoices will include a breakdown of the weekly hours by person, by task. Progress reports will be based on data received from each task lead and CONSULTANT and will address the following:

- Work task completed since the last invoice/ progress report
- Progress on each work task planned and overall percentage complete for the next reporting period
- Progress report will not exceed one (1) page

1.5 QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC)

CONSULTANT is responsible for the accuracy and completeness of any reports and related materials prepared under this agreement and, as such, shall check all materials released from the CONSULTANT office accordingly. Utilize the CONSULTANT's quality control plan during the entire time work is being performed. CAMPO shall review the deliverables for conformity with CAMPO's procedures, agreement terms, and in accordance with this Scope of Services. Non-compliance will be sufficient cause for rejection of the submittal. The CONSULTANT acknowledges that review by CAMPO may include detailed review or checking of major components or related details for accuracy.

The QC process will ensure that all documents produced by the CONSULTANT are thoroughly checked by an individual of at least equal competency to the originator of the document to verify accuracy. Checking shall not only confirm the accuracy but shall include a thorough review of the proper use of manuals and documents referenced elsewhere within this document.

Check sets of all deliverables will be available for CAMPO Review upon request.

PROJECT MANAGEMENT DELIVERABLES

- PMT meeting minutes
- Other CAMPO coordination meeting minutes
- Monthly invoicing and progress reports
- Project Schedule

2. PUBLIC AND STAKEHOLDER OUTREACH

2.1 PUBLIC INFORMATION PLAN

The CONSULTANT, working with CAMPO's Project Manager, is responsible for public relations and outreach. The CONSULTANT will prepare a brief Public Information Plan which will outline the process by which information is disseminated to the public and the approach to public outreach defined in this scope of services. The CONSULTANT will review the latest CAMPO Public Participation Plan to ensure consistency with those guidelines.

2.2 CAMPO WEB PAGE AND PROJECT UPDATES

The CONSULTANT will provide text, visuals, maps, and other relevant materials for a PROJECT website hosted by CAMPO. This website will provide information on upcoming meetings and contact information in both English and Spanish. All final documents will be posted on this website for public viewing, including a one-page "fact sheet" with PROJECT information, study elements, and schedule. The CONSULTANT will update the fact sheet as directed by the CAMPO Project Manager.

2.3 PROJECT COMMITTEE MEETINGS

2.3.1 PROJECT TECHNICAL ADVISORY COMMITTEE (TAC)

CONSULTANT will organize a working technical group that may include representatives from Lyon County RTC, CAMPO, Lyon County, NDOT, FHWA, BLM, and CWSD. The TAC will review the project study issues and results. The TAC will meet four (4) times during the study period. CONSULTANT will perform all logistics for the TAC, including meeting location, notices, and updates to members, meeting documentation and follow-up information. Meeting minutes will be developed and distributed by CONSULTANT for TAC comments after each meeting. TAC meetings will be conducted in Carson City or Dayton.

TAC meetings will be guided by prepared agendas, distributed at least one week prior to the meeting.

2.4 PUBLIC INFORMATION MEETINGS

Two (2) public comment periods will be held during the project. The public comment periods will include 30-day virtual meetings hosted on the CAMPO's website and in-person public information meetings (open house) held in the middle of the 30-day comment periods. The meetings will be coordinated with CAMPO Project Manager.

CONSULTANT will develop all materials for the two (2) in-person meeting including direct mail notices, public notices, media release development for CAMPO distribution, meeting set-up and tear down, meeting handouts and displays, surveys, audio/visual needs, photography as needed, and public meeting summary report including official comment/response matrix detailing the meeting. CAMPO will be responsible for placing and paying for newspaper advertisements, printing and mailing of direct mail notices. CONSULTANT will provide a court reporter and Spanish translator.

The CONSULTANT will develop content for a virtual meeting platform hosted on CAMPO's Granicus website to run for the 30-day comment periods. Content will mirror what will be available for the in-person meeting component and also be translated into Spanish. Strategies will be employed to ensure access to virtual meetings for technologically disadvantaged individuals and be ADA compliant. The virtual meeting component will include increased digital noticing and targeted social media to help drive users to the project website.

The first public comment period/public information meeting will be held at the beginning of the PROJECT, followed by a second comment period/meeting with preliminary corridor vision recommendations for the PROJECT. The CONSULTANT will plan, advertise, provide support staff, collect and track comments, and write public meeting summary reports documenting the meetings. A third 30-day online comment period will be held when the Final Feasibility Study is completed.

2.4.1 MEETING SCHEDULING, PREPARATION AND NOTIFICATION

Planning for the two (2) in-person meetings will include ongoing updates, as well as up to ten (10) brief (less than 1 hour) virtual pre-public meeting organizational meetings per scheduled public meeting, intended to review progress on the meeting materials, virtual format, mail notifications, advertisements, and logistics. The planning process for the public meeting will begin approximately twelve (12) weeks prior to the public comment period.

The CONSULTANT, in support of the public meeting, will design and prepare mailers to be sent out to the Dayton ZIP code 89403. Mailers are to be mailed no later than 5 days prior to that start of the 30-day virtual public meeting. The mailers will be sent to both the property owner and all tenants at

the property within the approved mailing area. It is assumed that up to 7,000 mailers will be printed and mailed for the public meeting comment period. CONSULTANT will work with Lyon County to develop the mailing list database. CAMPO will be responsible for printing, and postage for the mailers.

The CONSULTANT will be responsible for the design of the required newspaper publications and media advertising for the public meeting, as well as assisting CAMPO's public information personnel to disseminate meetings and PROJECT information to the media and the public. CAMPO will be responsible for scheduling of, and payment for all required newspaper publications and media advertising for the public meeting. The CONSULTANT will disseminate meeting information to stakeholder groups as approved by CAMPO.

The CONSULTANT will work with CAMPO on the virtual meeting project website software and logistics required. The CONSULTANT will document and respond to comments and questions received during the public comment period. The CONSULTANT will be responsible for printing meeting materials, including handouts, comment forms, display exhibits, and other necessary materials.

2.4.2 MEETING STAFFING

CONSULTANT will provide four (4) qualified professional support staff to attend the in-person meetings. Attendees will include the CONSULTANT Project Manager, Roadway Lead, Outreach Lead, and Environmental Lead.

2.4.3 NEIGHBORHOOD MEETINGS

CONSULTANT will attend up to four (4) neighborhood meetings with residents, business/property owners and community groups to address specific issues.

2.5 PROJECT PRESENTATIONS

CONSULTANT will coordinate with the CAMPO Project Manager to develop PROJECT update PowerPoint presentations, to include handouts, and actively participate in presentations for the CAMPO Board, Lyon County Board, and Lyon County RTC. Address and document all questions, concerns, and input from the groups. It is anticipated that up to four (4) presentations will be made, one (1) to the CAMPO Board, two (2) to the Lyon County Board, and one (1) to Lyon County RTC coinciding with the Draft & Final EDBFS reports and a Project Closeout Report. CONSULTANT will assist CAMPO in preparing presentation content. CONSULTANT shall also accompany CAMPO to the presentations and provide any status reports or supporting documentation, as requested.

AGENCY AND PUBLIC RELATIONS DELIVERABLES

- Public Information Plan
- Website update information
- Summary memos for other entity committees
- TAC meeting agendas and minutes
- Public meeting website, exhibits, handouts, and summary report
- Agency or governing body presentations and status reports
- Final Summary Report for Feasibility Study Report Appendix

3. EXISTING CONDITIONS AND BASELINE DATA COLLECTION

The CONSULTANT will compile all necessary data to analyze and evaluate the existing PROJECT conditions.

3.1 REVIEW EXISTING POLICIES, PLANS, AND STUDIES

The CONSULTANT will assemble all applicable transportation policies, plans, and studies that pertain to the identified corridor. A memo will be prepared that summarizes applicable recommendations, issues, or findings to consider during this PROJECT, including:

- Roadway Safety Assessment (RSA), Intersection Control Evaluation (ICE), speed studies and/or signal warrant analysis previously conducted
- Traffic Impact Studies
- Access management policies for CAMPO and industry guidelines
- Multimodal plans to include nature trails
- Right of Way data provided by CAMPO/Lyon County
- Future programmed (RTP/STIP) or planned (other study recommendations) projects
- Current transportation funding sources available

3.2 DIGITAL MAPPING RESOURCES

The CONSULTANT will gather publicly available digital orthophotos, topographic mapping, and digital elevation models to support conceptual engineering tasks and as base maps for study graphics. Upland digital elevation models will be limited to 200 feet on both sides of the roads listed below.

DIGITAL MAPPING RESOURCES DELIVERABLES

- Digital orthophotos, topographic mapping, and digital elevation models in their source format and project GIS format
- Citations for all source data

3.3 RIGHT OF WAY MAPPING

CONSULTANT will perform preliminary road right-of-way research for existing GIS data within the Study Area for the roads listed below.

CONSULTANT will map a general proposed right-of-way to assess potential impacts of each to existing parcels.

For the selected route, CONSULTANT will complete full right-of-way research and recreate existing ROW from record mapping. Provide land status for parcels adjacent to these roadways, and east of Bullion Road, west of Sutro Road, and in the Carson River floodplain between the listed roads to the north and south.

Provide the data in its source format, and in ESRI GIS shapefiles.

- Dayton Valley Road east of Palmer Drive
- Sutro Road
- Nugget Avenue

- Comstock Road
- Bullion Road
- Cardelli Road
- Occidental Drive
- Fort Churchill Road (between U.S. 50 and Chaves Road)
- Chaves Road
- U.S. 50 at intersections with Cardelli Road, Occidental Drive, and Chaves Road

RIGHT OF WAY MAPPING DELIVERABLES

- Conceptual ROW shape files for all roads
- Existing ROW shape files for selected route
- Supporting documents, including record maps
- Summary Table for all data, citations and other key information

3.4 SUPPLEMENTAL TOPOGRAPHIC SURVEY

The CONSULTANT will perform supplemental topographic surveys at the preferred bridge location only. Supplemental topographic surveys are needed to augment the digital elevation model contained within the Carson Water Subconservancy District HECRAS model.

- Conduct a focused survey at the selected bridge location (approx. 500' upstream and downstream) to support 2D Hydraulic Modeling. Include up to 10 river channel cross sections (dry and wet areas of the river) in the focused survey area
- Capture breaklines at Top of Bank and Toe of Slope to define channel containment, and any Floodplain Adjacent Drainage structures and features
- Capture break lines for linear features such as the Koch Ditch embankments

SUPPLEMENTAL TOPOGRAPHIC SURVEY DELIVERABLES

- Topographic and digital elevation mapping captured upstream and downstream of the selected bridge.

3.5 TRAFFIC DATA COLLECTION AND CIRCULATION ANALYSIS

The traffic data collection and circulation analysis tasks will support a planning-level feasibility evaluation of a new Carson River bridge crossing and its potential effects on regional travel patterns, corridor connectivity, and the existing roadway network in the U.S. 50 study area.

This effort is being completed as part of a Planning and Environmental Linkages (PEL) planning study under the Local Public Agency (LPA) process, in coordination with Lyon County, CAMPO, and the Nevada Department of Transportation (NDOT). All work will follow applicable NDOT procedures, documentation expectations, and review requirements for planning-level traffic analysis.

The purpose of this task is to establish existing multimodal circulation conditions and evaluate potential operational considerations associated with bridge alternatives under opening-year and horizon-year (2050) scenarios. Findings will be used to inform feasibility conclusions and provide supporting

technical input for subsequent NEPA and project development phases. This analysis will not constitute a final Traffic Impact Study (TIS) or design-level operational warrant determination.

Any electronic files developed as part of this task, including traffic count data and traffic operations models, will be provided to the CAMPO and NDOT upon request.

3.5.1 TRAFFIC DATA COLLECTION AND CIRCULATION METHODOLOGY MEMORANDUM

The CONSULTANT will prepare an abbreviated three to four page Traffic Data Collection and Circulation Analysis Methodology Memorandum for review and approval by Lyon County and CAMPO, with coordination and concurrence by NDOT as required.

The memorandum will document the planning-level methodologies, assumptions, data sources, and operational performance measures to be applied for the study scenarios.

3.5.2 EXISTING CONDITIONS TRAFFIC DATA COLLECTION

The CONSULTANT will collect existing traffic volume and operational data at key intersections and roadway connections within the study area to establish baseline travel patterns.

Data collection activities will include:

- AM and PM peak-hour turning movement counts
- Pedestrian and bicycle crossing counts where applicable
- Signal timing and phasing documentation for signalized intersections along U.S. 50
- Review and incorporation of available NDOT TRINA 24-hour traffic count data

It is anticipated that data collection will occur at the following intersections and roadway segments:

- U.S. 50 / Dayton Valley Road
- U.S. 50 / Cardelli Road
- U.S. 50 / Occidental Drive
- U.S. 50 / Fort Churchill Road
- U.S. 50 / Chaves Road
- Dayton Valley Road / Lakes Boulevard
- Dayton Valley Road / Palmer Drive
- Dayton Valley Road / Breakwater Drive
- Dayton Valley Road / Ricci Road
- Additional locations as warranted by bridge alternative connections and agency coordination

3.5.3 STAKEHOLDER AND FREIGHT CIRCULATION COORDINATION

The CONSULTANT will coordinate with Lyon County, CAMPO, NDOT, and key corridor stakeholders, including industrial and freight-oriented users south of the Dayton Airpark, to better understand existing and future circulation needs.

Stakeholder input will be used to inform planning-level identification of potential freight movement considerations associated with future bridge crossing alternatives.

3.5.4 PLANNING-LEVEL INTERSECTION OPERATIONS AND LOS SCREENING

The CONSULTANT will perform planning-level intersection operational screening using Highway Capacity Manual (HCM) methodologies and NDOT-accepted traffic operations tools (e.g., Synchro).

Performance measures will include:

- Control delay
- Level of Service (LOS)
- Queue length considerations
- Identification of potential operational constraints

Operational screening will be completed for the following conditions:

- 2026 Existing Conditions
- 2035 Opening-Year Conditions
- 2050 Horizon-Year No-Build and Build Conditions

This analysis is intended to support feasibility-level planning decisions and will not include detailed design mitigation or final intersection improvement recommendations.

3.5.5 FUTURE CONDITIONS DEVELOPMENT AND REGIONAL CONSISTENCY

The CONSULTANT will develop future traffic volumes and planning assumptions consistent with CAMPO regional travel demand model outputs, NDOT data resources, and accepted forecasting approaches including NCHRP Report 765 methodologies where applicable.

Future conditions will reflect:

- Planned corridor and regional transportation projects
- Adopted land-use and growth assumptions
- Multimodal network considerations
- Bridge alternative connectivity scenarios

Forecasting outputs will be used to support comparative evaluation of circulation impacts for feasibility and environmental planning purposes.

3.5.6 TECHNICAL SUMMARY DOCUMENTATION

The CONSULTANT will prepare a technical summary documenting the traffic data collection process, planning-level operational screening results, and key circulation findings.

This documentation will support feasibility conclusions and serve as a technical resource for subsequent NEPA analysis and future project development under NDOT's established processes.

TRAFFIC DATA COLLECTION AND CIRCULATION ANALYSIS DELIVERABLES

- Traffic Data Collection and Circulation Methodology Memorandum
- Traffic count datasets, turning movement summaries, pedestrian/bicycle counts, and signal timing documentation
- Stakeholder coordination summary related to freight circulation considerations

- Synchro planning-level intersection operations files and LOS screening outputs
- Technical summary memorandum suitable for NDOT, CAMPO, and future NEPA documentation support

3.6 SAFETY AND MULTIMODAL ASSESSMENT TECHNICAL MEMORANDUM

The CONSULTANT will complete a planning-level safety and multimodal assessment to support the feasibility evaluation of bridge crossing alternatives and provide technical input for subsequent NEPA and project development phases in accordance with NDOT processes and expectations.

As part of this effort, the CONSULTANT will collect and summarize available crash statistics and safety data along Dayton Valley Road and U.S. 50 within the study area. Crash trends and documented safety concerns will be reviewed to inform corridor-level identification of operational and multimodal safety needs for motor vehicles, pedestrians, bicyclists, and freight movements.

The assessment will apply nationally recognized, data-driven safety methodologies and frameworks, which may include the Highway Safety Manual (HSM), the Interactive Highway Safety Design Model (IHSDM), and FHWA's Safe System Approach, to identify practical planning-level safety and operational improvement opportunities.

All findings, crash data summaries, and planning-level recommendations will be documented in a technical memorandum suitable for agency and stakeholder review. The memorandum will include supporting files, tables, and graphics as appropriate. Any electronic documentation developed as part of this task will be provided to CAMPO and NDOT upon request.

SAFETY AND MULTIMODAL ASSESSMENT DELIVERABLES

- Safety and Multimodal Assessment Technical Memorandum summarizing planning-level findings, recommendations, and supporting tables, graphics, and electronic files

3.7 UTILITY IDENTIFICATION

The CONSULTANT will coordinate with Lyon County and local utility companies to identify utilities that may be affected by the project and obtain relevant GIS data for the study.

UTILITY IDENTIFICATION DELIVERABLE

- GIS shape files for each collected utility data set.

3.8 GEOTECHNICAL ANALYSIS

The CONSULTANT will perform a geotechnical analysis, including physical testing and sampling to support bridge foundation design, scour analysis, environmental, retaining wall/floodwall design, and pavement design.

CONSULTANT will coordinate with CAMPO and Lyon County to acquire necessary rights of entry along the proposed routes and to obtain all permits required for the project. Additionally, CONSULTANT will coordinate with all pertinent authority having jurisdictions of CONSULTANT'S exploration in the vicinity of the Carson River (e.g., EPA, NEPA, USACE, CTWCD, etc.).

CONSULTANT can obtain necessary Lyon County Encroachment Permits. CONSULTANT will provide drilling and field exploration related information to the client to support necessary permitting.

The details of the geotechnical investigation are as follows:

3.8.1 LITERATURE REVIEW

Prior to initiating the field reconnaissance, CONSULTANT will review published geologic maps, fault hazard reports, and soils maps to identify existing mapped geology along the proposed alignments.

3.8.2 FIELD RECONNAISSANCE

To confirm and/or update published geologic mapping, CONSULTANT will perform a field reconnaissance after right of entry and permit(s) are obtained. During the field reconnaissance, the proposed alignments will be accessed via existing dirt roads, where available. To facilitate future geotechnical exploration planning and accommodate geologic mapping, the field reconnaissance will include:

- Where permissible and accessible with a half-ton truck on existing two track roads, existing geologic maps will be reviewed in the field and boundaries of respective geologic units (where applicable) will be refined and revised boundaries will be field recorded using handheld, commercially available GPS map applications
- Where accessible with a half-ton truck on existing two track roads, exposed bedrock outcrops or substantial rock formations which may impact the proposed alignments will be recorded
- Site access review related to future subsurface exploration (e.g., test pits or exploratory borings) locations will be performed; Accessible areas and routes will be mapped using the handheld GPS map application

Prior to initiating the subsurface exploration, CONSULTANT will contact USA North 811 to determine the location of existing utilities in the vicinity of proposed exploratory boring locations.

3.8.3 EXPLORATORY BORINGS

After right of entry and permit(s) are obtained, the CONSULTANTS's proposed exploratory boring scope will include:

- Advancement of up to two (2) borings (one on each side of the Carson River), to depths of approximately 75 feet below the existing ground surface; Borings will be drilled using a rubber-tracked drill rig equipped with solid-stem augers and mud rotary drilling equipment.
- Conducting standard penetration tests (SPT) within each boring at 2.5- to 5-foot intervals to the specified depth

Approximately 60-90 days before geotechnical fieldwork is anticipated to begin, the CONSULTANT will provide NDOT Environmental Services with a Geotechnical Workplan, KMZ file, and maps of proposed boring locations. NDOT Environmental Services will complete the Programmatic Categorical Exclusion (PCE) for the geotechnical investigations only.

3.8.4 GEOPHYSICAL EXPLORATION

REFRACTION TESTING - Seismic refraction testing will be performed in various locations along the proposed routes to assess a p-wave velocity profile with depth. P-wave velocities may be used as a screening tool to assess potential rippability/excavatability and may provide insight into the potential for blasting or rock coring.

SHEAR-WAVE VELOCITY TESTING - To provide preliminary seismic site classification(s) in potential bridge crossing locations, geophysical arrays are proposed using Refraction Microtremor (ReMi) methods to determine site class with respect to the AASHTO LRFD Bridge Design Specifications, 9th or 10th Edition. The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with 12 geophones, placed at an approximate spacing of 25 feet, will be used. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e., ReMi setup location) for multiple 30-second iterations.

The intent of the geophysical measurements will be to provide a preliminary liquefaction hazard assessment (this will be performed in conjunction with adjacent boring information); and provide the preliminary site classification for seismic design parameter determination.

3.8.5 LABORATORY TESTING

The CONSULTANT will perform laboratory testing to evaluate the engineering and mechanical properties of the soil samples collected in the field. The anticipated laboratory tests include:

- Index Property Testing: Moisture content, grain size distribution, and plasticity to classify and characterize the soil
- Expansion Testing: Clayey soils (if encountered) may undergo expansion testing to evaluate their potential for shrink/swell
- Shear Strength and/or Consolidation Testing: In-situ soil samples will undergo direct shear, triaxial shear, or consolidation tests to assess shear strength and compressibility
- Soil Chemistry Testing: Testing for chlorides, soluble sulfates, pH, and resistivity to evaluate potential chemical interactions with concrete and other materials

3.8.6 PRELIMINARY GEOLOGIC MAP PREPARATION

The CONSULTANT will prepare a Preliminary Geologic Map depicting the proposed roadway alignments; preliminary geologic mapping including surface geology, bedrock outcrops, and any significant geologic hazards; preliminary excavation characteristics map; photos taken along the alignment(s), if appropriate; and potential future geotechnical exploration locations.

3.8.7 GEOLOGICAL AND GEOTECHNICAL FEASIBILITY STUDY REPORT

The CONSULTANT will prepare a Geological and Geotechnical Feasibility Study Report including:

- General project site description and various alignments
- Preliminary Geologic Map
- Advise on the geological and geotechnical impacts of each potential alignment

3.8.8 PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT

After selecting a preferred roadway alignment, CONSULTANT will prepare the preliminary geotechnical investigation report including:

- Project site description, including approximate locations of our previous and current explorations depicted on a site plan
- Exploration logs, documenting our current site investigation
- Summary of site conditions based on our exploration, discussing soils, geology, and potential geologic hazards such as expansive soils, compressible soils, liquefaction hazard analysis results, and presence of undocumented or uncontrolled fill
- Laboratory testing results
- Seismic hazard evaluation, including site seismicity, faulting considerations, and seismic design parameters based on the AASHTO LRFD Bridge Design Specifications, 9th or 10th Edition (excluding Site-Specific Ground Motion Procedure)
- Preliminary foundation design parameters, providing:
 - Suitable foundation types for preliminary design (e.g., shallow spread foundations, deep foundations including discussion of drilled shafts, H-piles, closed and open ended pipe piles, precast concrete piles, etc.)
 - Recommended preliminary factored bearing pressures (for shallow foundations) and preliminary factored axial resistances (for deep foundations), preliminary sliding friction values, preliminary LPILE parameters for deep foundation lateral design (lateral design to be performed by others) and preliminary passive pressures for shallow spread foundation

GEOTECHNICAL ANALYSIS DELIVERABLES

- Geological and Geotechnical Feasibility Study Report
- Preliminary Geotechnical Investigation Report

3.9 HYDRAULIC ANALYSIS

The CONSULTANT will complete a hydraulic analysis for the Carson River, floodplain, and features within the floodplain such as irrigation canals, to support analysis of shortlisted alternatives and selection of the bridge location and span arrangement. This effort will include a review of FEMA floodway/floodplain maps and regulations and river modeling possibly consisting of steady and unsteady scenarios using 1D and 2D models. CONSULTANT will utilize existing Carson Water Subconservancy District (CWSD) model, with modifications for the shortlisted (up to two) bridge and approach roadway configurations. CONSULTANT will use the model to determine impacts to the floodway and floodplain relative to the current FEMA floodway/floodplain maps. The CONSULTANT will:

- Gather Carson Water Subconservancy District (CWSD) model(s) for the study area and confirm it has been calibrated using historical flood records; Historical flood models can be used to communicate the purpose and need for a new bridge to the public
- For each shortlisted bridge location insert the proposed bridge into the model to determine hydraulic impacts associated with the bridge; Prepare maps and figures for public meetings and the report

- Gather historical aerial photographs and topographic mapping to assess Carson River geomorphology over time in the vicinity of the river crossing; Evaluate the need for a more detailed geomorphological study during the next phase of the project
- Conduct a scour analysis using geotechnical data, hydraulic models, and proposed bridge configurations to calculate potential scour for the design of bridge foundations

HYDRAULIC ANALYSIS DELIVERABLE

- Hydraulic Analysis Report

4. PRELIMINARY ENVIRONMENTAL CONSIDERATIONS (PEL/PRE-NEPA SUPPORT)

The CONSULTANT will conduct planning-level environmental and community screening activities to support the feasibility evaluation of the proposed Carson River bridge crossing alternatives and to scope and streamline future NEPA documentation.

This task will compile readily available environmental resource information and identify potential constraints, opportunities, and permitting considerations associated with conceptual alternatives. Work will be completed in coordination with CAMPO, Lyon County, NDOT, and FHWA consistent with NDOT's PEL and pre-NEPA planning processes.

The CONSULTANT will collect and provide data in the following categories for use during future NEPA evaluations. This task does not include formal resource surveys requiring species-specific protocols, formal Section 106 consultation, or permit application preparation.

4.1 CULTURAL RESOURCES (PRELIMINARY SECTION 106 SCREENING)

The CONSULTANT's qualified architectural historians and archaeologists, meeting the U.S. Secretary of the Interior's Professional Qualification Standards (36 CFR 61), will conduct an initial historic resources and archaeological investigation to support future Section 106 compliance.

Subtasks will include:

- Conduct a records search of the National Register of Historic Places (NRHP), Nevada State Register, State Historic Sites, and local historic inventories
- Conduct a Nevada Cultural Resource Information System (NVCRIS) database search for recorded archaeological sites
- Conduct limited background research using readily available mapping and archival sources
- Perform a site visit within the preliminary Area of Potential Effects (APE) to identify built-environment resources with potential NRHP eligibility
- Prepare a technical memorandum outlining preliminary recommendations regarding NRHP eligibility, avoidance areas, and documenting key findings

No formal field surveys, SHPO consultation, or SHPO Architectural Resource Assessment (ARA) forms will be completed during this phase.

4.2 TITLE VI / COMMUNITY IMPACTS AND DEMOGRAPHICS

The CONSULTANT will collect demographic and community data from the U.S. Census Bureau and American Community Survey, supplemented with other available local sources, to identify low-income and/or minority neighborhoods and businesses within the study area.

CONSULTANT will assess potential social and economic effects associated with conceptual alternatives and identify potential benefits, impacts, and planning-level mitigation considerations.

4.3 LAND USE AND ECONOMIC DEVELOPMENT

The CONSULTANT will collect planned and future land use, zoning, and development information from Lyon County and other relevant local sources.

This information will be used to:

- Identify potential future development areas
- Inform access and circulation considerations
- Assess potential adverse or beneficial effects of bridge alternatives on planned growth and economic activity

4.4 SECTION 4(f) AND SECTION 6(f) RESOURCES

The CONSULTANT will identify publicly owned parks, trails, recreational facilities, and other potential Section 4(f) and Section 6(f) resources within the study area.

If applicable resources are identified, the CONSULTANT will prepare a technical memorandum outlining these resources, potential constraints, and considerations for future NEPA evaluation.

4.5 BIOLOGICAL RESOURCES

The CONSULTANT will obtain and review readily available information on biological resources from agencies and databases including:

- U.S. Fish and Wildlife Service (USFWS)
- Nevada Department of Wildlife (NDOW)
- Nevada Natural Heritage Program (NHP)
- The Sagebrush Ecosystem Council (SEC)

The CONSULTANT will review available data to identify protected species or sensitive habitat present or potentially present within the project area. The review also will identify planning-level constraints or opportunities associated with the alternatives. Species-specific field surveys are not included.

The CONSULTANT will also consider corridor-level wildlife movement issues, including the presence and movement considerations associated with feral horses.

A Biological Resources Technical Memorandum will summarize findings, potential constraints, and anticipated future permitting steps if applicable.

4.6 WETLANDS AND WATER RESOURCES

The CONSULTANT will conduct a desktop-level review to identify wetlands and other water resources within the Project Area, including surface water features and existing wells.

The CONSULTANT will identify potentially jurisdictional wetlands and other waters of the United States (WOTUS) and waters of the State (WOTS) within or adjacent to the project area, consistent with the amended 2023 definition of WOTUS and the 2025 guidance issued by the U.S.

Environmental Protection Agency (EPA) and USACE following the U.S. Supreme Court's May 25, 2023, decision in *Sackett v. Environmental Protection Agency*, and Nevada Administrative Code.

The CONSULTANT will obtain and review available data on wells and springs within the Project Area. Data will be downloaded from the Nevada Division of Water Resources, USGS, and other sources as appropriate. The CONSULTANT will attempt to confirm locations of wells within the alignment alternatives cross-referencing available data.

A Wetlands and Water Resources Technical Memorandum will summarize:

- Potential presence of Waters of the U.S. (WOTUS) or Waters of the State (WOTS)
- Potential presence of wells and springs
- Planning-level impacts and constraints
- Potential permitting considerations

This scope does not include an Aquatic Resources Delineation, a Jurisdictional Determination request, or permit application preparation.

4.7 HAZARDOUS MATERIALS AND CONTAMINATED SITES

The CONSULTANT will conduct a desktop review of available federal and state environmental regulatory databases to identify sites of potential concern that could affect project alternatives.

This review may include consideration of historic mining-related contamination along the Carson River corridor.

A Hazardous Materials Technical Memorandum will summarize identified sites, constraints, and planning-level recommendations.

This scope does not include a Phase 1 Environmental Site Assessment.

4.8 COORDINATION, PERMITTING, AND FUTURE APPROVALS

The CONSULTANT will coordinate with NDOT and FHWA regarding the PEL process and environmental documentation expectations.

The CONSULTANT will develop a preliminary list of potential future environmental permits and approvals that may be required for construction, which may include:

- U.S. Army Corps of Engineers (USACE)
- USFWS consultation requirements
- Nevada Division of Environmental Protection (NDEP)

- Other applicable state and federal approvals

4.9 PRELIMINARY PEL DOCUMENTATION

The CONSULTANT will compile documentation of activities performed under this task in a preliminary PEL-format technical report suitable for incorporation into future NEPA documentation.

CAMPO acknowledges that this effort will not constitute a full standalone PEL document. The CONSULTANT will coordinate with NDOT and FHWA to ensure the format supports future environmental review and project development.

ENVIRONMENTAL CONSIDERATIONS DELIVERABLES

- Cultural Resources Technical Memorandum
- Title VI / Community Impacts and Demographics Technical Memorandum
- Land Use and Economic Development Technical Summary
- Section 4(f) and Section 6(f) Technical Memorandum
- Biological Resources Technical Memorandum
- Wetlands and Water Resources Technical Memorandum
- Hazardous Materials Technical Memorandum
- Preliminary Permits and Approvals Summary
- Preliminary PEL Documentation Report suitable for future NEPA incorporation

5. ALTERNATIVES ANALYSIS

5.1 BASIS OF DESIGN

The CONSULTANT will work with CAMPO, Lyon County Roads Division, and NDOT to develop a Basis of Design (BOD) that will provide the size and type of roadway improvements needed for the study. The BOD will include typical roadway sections, design speeds, bridge criteria, drainage criteria, anticipated level of service (vehicles per day), and lists of standard details. CONSULTANT will develop the BOD using the following standards and guidelines:

- NDOT Standard Plans for Road and Bridge Construction, 2024
- NDOT Standard Specifications for Road and Bridge Construction, 2014
- NDOT Drainage Manual, 2006
- NDOT Road Design Guide, 2019
- FHWA AASHTO Roadside Design Guide, 4th Edition
- FHWA AASHTO LRFD Bridge Design Specifications, 10th Edition
- FHWA Bridge Geometry Manual, 2022
- FHWA Manual on Uniform Traffic Control Devices
- Lyon County Floodplain Development Guidelines

5.2 CONCEPTUAL ROADWAY CONNECTION ALTERNATIVES

5.2.1 ROADWAY AND BRIDGE SCREENING WORKSHOP

The CONSULTANT will conduct a roadway and bridge screening workshop with the TAC to shortlist down to two alternatives. The Workshop will be held after the first public meeting. The Workshop duration will be a maximum of four (4) hours, attended in-person and virtually via Teams meeting.

Screening criteria will be based on the primary goals of providing secondary access for businesses and residents, improving emergency response to the community, and developing regional roadway connections providing options for travelers who solely rely on US 50. Secondary screening criteria will be differences in resource impacts, landowner impacts, and constructability.

5.2.2 CONCEPTUAL ROADWAY ALTERNATIVE DESIGN

The CONSULTANT will ensure shortlisted roadway and bridge alternatives are technically feasible and constructible based on NDOT and/or Lyon County standards gathered in the Basis of Design. CONSULTANT will provide a review of regional roadway connectivity to confirm possible connections to and capacity of existing regional roads, such as Dayton Valley Road and US 50, based on the Traffic Data Collection and Circulation Analysis. Alternatives will consider:

- Travel volumes and travel demand modeling using the CAMPO 2050 Travel Demand Model
- Travel lane and intersection configurations based on traffic data
- Cross drainage
- Access management
- Bicycle and Pedestrian Connectivity
- Landscaping and other streetscape design concepts
- Others as identified through the public process

Deliverable drawings will include typical roadway sections, and one conceptual plan for each shortlisted roadway layout showing limits of construction. No large-scale plan and profile sheets, or detailed drawings will be completed. All drawings will be submitted in electronic PDF format suitable for public review. Roadway plans will also be submitted as GIS shape files for incorporation into the overall study GIS.

5.2.3 CONCEPTUAL MODIFICATIONS TO CONNECTED ROADWAYS

The CONSULTANT will assess impacts of the shortlisted alternatives and required upgrades to existing roadways that may be connected to the alternative. These roads will likely include:

- Chaves Road at U.S. 50
- Chaves Road at Fort Churchill
- Dayton Valley Road at Bullion Road

Deliverable drawings will include one conceptual plan for each intersection. No detailed drawings will be completed. All drawings will be submitted in electronic PDF format.

5.3 CONCEPTUAL BRIDGE ALTERNATIVE DESIGN

The CONSULTANT will complete an evaluation of conceptual bridge types suitable for the shortlisted alternatives, including an analysis of foundation types, span length and width, bridge structure type, and associated structural appurtenances to support the alternatives process.

Bridge cross section must be coordinated with the travel lane, bicycle and pedestrian connectivity criteria developed under the Conceptual Roadway Connection Alternatives above.

The CONSULTANT's bridge concepts should consider phased development where the initial build would meet the near term travel demand, and is expandable to meet future travel demand.

Deliverable drawings will include a combined bridge plan and elevation, typical cross sections at a pier bent, and typical cross sections at an abutment. No structural detail drawings will be completed. All drawings will be submitted in electronic PDF format.

5.3.1 BRIDGE 3D MODELING AND COLOR RENDERING

The CONSULTANT will create a three-dimensional model of each shortlisted bridge alternative, two (2) in total. From those models CONSULTANT will create color rendering images, from up to four (4) viewpoints, for use in reports and public meetings.

5.4 CONCEPTUAL ROADWAY AND BRIDGE PHASING

The CONSULTANT's roadway concept should consider phased development where the initial build would meet the near term travel demand and is expandable to meet future travel demand. The goal of roadway and bridge phasing is to spread capital expenditures over time. One (1) conceptual typical roadway and bridge section will be created for the initial and full buildout configuration, for a total of four (4) sections.

5.5 COST ANALYSIS

The CONSULTANT will complete a Cost Analysis for the shortlisted alternatives that includes an AACE Class 5 "Order of Magnitude" cost estimates for design and construction. Also consider and evaluate funding options to complete design and construction of the project. The costs will also include long-term maintenance costs associated with different bridge alternatives, as necessary.

5.6 CONSTRUCTABILITY REVIEW

The CONSULTANT will complete a constructability review to identify risks, constraints and mitigations associated with the project. This task shall include a meeting with relevant agencies, including permitting agencies involved in the project. A report summarizing the review will be completed.

5.7 RISK REGISTER

The CONSULTANT will develop a Risk Register for each shortlisted alternative to document and categorize risks that may affect project delivery, cost, schedule, or public acceptance. This effort will include identifying potential risks such as environmental permitting challenges, floodplain and hydraulic constraints, geotechnical and foundation concerns, right-of-way acquisition issues, utility relocations, public or stakeholder opposition, and constructability limitations. Consider ways to describe the likelihood, potential impact, and mitigation strategy.

5.8 RIGHT-OF-WAY SUMMARY

The CONSULTANT will prepare a conceptual right-of-way impact summary based on the shortlisted alternatives. The summary will identify whether acquisitions are likely to be full or partial, whether there may be effects on utility easements or public lands; and will highlight any potentially significant challenges such as high-value parcels, residential relocations, or impacts to sensitive or protected properties.

ALTERNATIVES ANALYSIS DELIVERABLES

- Basis of Design Memorandum
- Alternative Roadway and Bridge Screening Memorandum
- Conceptual Roadway Alternative Design Memorandum
- Conceptual Bridge Alternative Design Memorandum
- Cost Analysis Memorandum
- Constructability Review Memorandum
- Risk Register Memorandum
- Right- Of- Way Summary Memorandum

6. FEASIBILITY REPORT DEVELOPMENT

The CONSULTANT will prepare a project feasibility report, including graphics and illustrations of all findings and evaluated alternatives. The report will include conceptual design-level plans showing conceptual layouts and alignments, cross-sections, bridge alternatives, right-of-way needs, environmental analysis, including purpose and need, order-of-magnitude planning-level cost estimates, funding alternatives and opportunities, risks, and other elements as required. Compile study results into a matrix for evaluation and screening by CAMPO and the Lyon County Board.

The CONSULTANT will develop a feasibility report which identifies policies, programs, strategies, projects, agency roles and responsibilities, and funding sources needed to meet the PROJECT'S Vision for 2050. Programs include, but not limited to:

- Safety
- Access management
- Functional roadway classification
- Funding strategies
- Multimodal Strategies such as transit and others
- Pedestrian and bike facility connectivity

The PROJECT feasibility report will be used by CAMPO. The plan needs to complement community needs and provide support for future development and agency projects.

6.1 DRAFT FEASIBILITY REPORT

Prepare a draft feasibility report. The report will include all identified safety issues, community development and economic analysis, traffic analysis, access management plan, policy needs, corridor strategies and preliminary estimates, and all maps prepared during the study process. Plan appendices will include meeting minute copies and summary memos.

6.2 FINAL FEASIBILITY REPORT

After all comments received from the CAMPO Project Manager, NDOT, and TAC are duly addressed and incorporated into the report, the CONSULTANT will resubmit the final feasibility report to the CAMPO Project Manager for final review and approval. The approved report including all pertinent documents will be stamped and signed by a Professional Engineer in the State of Nevada.

FEASIBILITY REPORT DEVELOPMENT DELIVERABLES

- Study Results Matrix

- Draft Feasibility Report (6.1)
- Final Feasibility Report (6.2)

7. GRANT WRITING SUPPORT and CAMPO Directed Services (OPTIONAL SERVICE)

Grant writing support services will be provided as an optional task, subject to funding availability. No funding is currently identified for this effort. CAMPO and Lyon County reserve the right to decline these optional services and to procure them separately in the future.

If authorized, the CONSULTANT will support CAMPO and Lyon County in the development of a federal discretionary grant application including preparation of the grant narrative and completion of a Benefit-Cost Analysis (BCA) consistent with current USDOT guidance. Work will be coordinated closely with CAMPO and Lyon County and other relevant stakeholders to support timely submission of the final grant package.

7.1 COORDINATION AND MEETINGS

The CONSULTANT will coordinate with NDOT and project partners throughout the grant development process. Coordination activities will include:

- An initial kick-off meeting to confirm tasks, timeline, and roles/responsibilities
- Regular weekly status meetings (currently assumed to include up to five (5) meetings)
- Ongoing email correspondence between CAMPO and Lyon County and other jurisdictions as needed
- Coordination meetings focused on data needs, BCA updates, and grant application development (currently assumed to include up to four (4) meetings; frequency may be adjusted as needed)

The CONSULTANT will prepare meeting notes summarizing key decisions, action items, and next steps.

7.2 DATA GATHERING AND GAP ANALYSIS

The CONSULTANT will review available project information and prior grant application materials to support development of an updated grant submission. This task will include:

- Review of previous grant application project data and supporting documentation
- Identification of any missing data or information needed to update the BCA and strengthen the application
- Coordination with CAMPO and Lyon County to confirm roles and responsibilities for filling identified gaps

This task assumes a moderate level of effort for desktop data gathering and analysis. No field data collection is included. Cost estimates and funding details will be provided by CAMPO and Lyon County.

7.3 BENEFIT-COST ANALYSIS (BCA)

The CONSULTANT will conduct and document a Benefit-Cost Analysis in support of the federal grant application. Activities will include:

- Updating the BCA using additional project data and prior debrief recommendations
- Developing a BCA model consistent with USDOT's December 2025 updated BCA Guidance
- Refining assumptions and results based on coordination with CAMPO and Lyon County
- Preparing a draft BCA Technical Memorandum summarizing methods, inputs, and findings

7.4 GRANT APPLICATION NARRATIVE DEVELOPMENT

The CONSULTANT will support preparation of the federal grant application narrative. This task will include:

- Reviewing the Notice of Funding Opportunity (NOFO) requirements
- Identifying missing data or documentation needed to address merit criteria
- Preparing and updating application maps, tables, and graphics as necessary
- Drafting the grant narrative addressing USDOT merit criteria
- Revising the draft application based on joint CAMPO and Lyon County and CONSULTANT review

7.5 FINAL DOCUMENTATION AND SUBMITTAL SUPPORT

The CONSULTANT will prepare final grant application materials and supporting documentation for NDOT's submission. Activities will include:

- Finalizing the BCA Memorandum and BCA Excel spreadsheet
- Finalizing the grant application narrative and required attachments
- Ensuring all documents meet USDOT formatting and submittal requirements
- Conducting QA/QC review of the final BCA and grant materials in coordination with CAMPO and Lyon County
- Submitting final deliverables to CAMPO and Lyon County in advance of the federal grant deadline

CAMPO and Lyon County will be responsible for submitting the final grant application package to USDOT.

GRANT WRITING SUPPORT DELIVERABLES

The CONSULTANT will provide the following deliverables, if this optional task is authorized:

- Meeting notes summarizing key decisions and action items
- Data gaps summary memorandum
- Preliminary Benefit-Cost Analysis findings
- Draft BCA Technical Memorandum
- Draft federal grant application narrative for joint CAMPO and Lyon County and CONSULTANT review
- Final grant application package, including BCA Excel spreadsheet and BCA Memorandum, suitable for CAMPO and Lyon County submission

Attachment 2

Fee Proposal Summary

Reference: RFQ 26300235 East Dayton Bridge Feasibility Study

Proposed Fee Summary

Teaming Partner	Role	Proposed Fee	0% Markup
Moffatt & Nichol	PM, Roadway, Bridge	\$ 473,789.00	
CA Group	Public and Stakeholder Outreach / PEL / Pre-NEPA Support	\$ 431,180.00	\$ -
Resource Concepts, Inc.	ROW, Survey, Mapping	\$ 105,000.00	\$ -
CME, Inc.	Geologic and Geotechnical Study	\$ 104,392.05	\$ -
BEC Environmental, Inc.	Biological Resources, Wetlands/Waters, Hazardous Materials	\$ 40,345.00	\$ -
Chronicle Heritage	Cultural Resources	\$ 14,437.00	\$ -
LAGE Design, Inc.	Landscape Concepts	\$ 20,350.00	\$ -
		\$ 1,189,493.05	\$ -

Note: This total excludes optional grant services.

Total \$ 1,189,493.05

Reference: RFQ 26300235 East Dayton Bridge Feasibility Study

Proposed Fee Summary

GRANT WRITING SUPPORT (OPTIONAL SERVICE)

Teaming Partner	Role	Proposed Fee	0% Markup
Moffatt & Nichol	PM, Grant Writing Support	\$ 24,135.00	
CA Group	Grant Writing Support	\$ 71,290.00	\$ -
		\$ 95,425.00	\$ -
Total		\$ 95,425.00	

Moffatt & Nichol Backup



Carson Area Metropolitan Planning Organization (CAMPO)
RFQ 26300235 East Dayton Bridge Feasibility Study

Moffatt & Nichol - Detailed Fee Summary

Team Members		Bill Class																Total		Assumptions
		CLASSIFICATION/RATES																		
		Principal Engineer/Scientist	Supervisory Engineer/Scientist	Senior Engineer/Scientist	Engineer/Scientist III	Engineer/Scientist II	Engineer/Scientist I	Staff Engineer/Scientist	Senior Technician	Designer	CADD II	CADD I	Senior Project Administrator	Project Administrator	Administrator II/Word Processing	Project Assistant/General Clerical	HOURS			
Task	Task Name	\$345.00	\$335.00	\$275.00	\$250.00	\$230.00	\$177.00	\$124.00	\$216.00	\$193.00	\$147.00	\$108.00	\$150.00	\$140.00	\$130.00	\$106.00				
1	PROJECT MANAGEMENT	71	0	0	134	0	0	0	0	0	0	0	70	0	0	0	275	\$68,495		
1.1	CONSULTANT PROJECT MANAGEMENT	18			36								8				62	\$16,410	MN - 18 months @ 1 to 2 hours per month, 8 hours for Document Templates	
1.2	MONTHLY PROJECT MANAGEMENT TEAM (PMT) MEETINGS	18			36								18				72	\$17,910	MN - 18 months @ 1 to 2 hours per month	
1.3	OTHER CAMPO COORDINATION MEETINGS	10			10												20	\$5,950	MN - 10 ad hoc mts @ 1 hours each	
1.4	MONTHLY INVOICING AND PROGRESS REPORTS	9			36								36				81	\$17,505	MN - 18 months @ 0.5 to 2 hours per month	
1.5	QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC)	16			16								8				40	\$10,720	MN - 2 each 8 hour QA reviews, 2 each 8 hour QA/QC reviews by Roadway Lead, 2 each 4 hours for Admin documentation	
2	PUBLIC AND STAKEHOLDER OUTREACH	96	0	0	32	0	0	0	0	0	0	0	4	0	0	0	\$132	\$41,720		
2.1	PUBLIC INFORMATION PLAN	4															4	\$1,380	CAG, MN Review	
2.2	CAMPO WEB PAGE AND PROJECT UPDATES	4															4	\$1,380	CAG, MN Review	
2.3.1	PROJECT TECHNICAL ADVISORY COMMITTEE (TAC)	8															8	\$2,760	CAG, MN PM - 4 TAC meetings @ 2 hours each	
2.4	PUBLIC INFORMATION MEETINGS	32			32												64	\$19,040	MN team - 2 meetings, 16 hours for prep and attendance by PM and Roadway Lead	
2.4.1	MEETING SCHEDULING, PREPARATION AND NOTIFICATION	20															20	\$6,900	MN PM - 1 hours per 10 pre-public organizational meetings per 2 public meetings	
2.4.3	NEIGHBORHOOD MEETINGS	12											4				16	\$4,740	MN PM - 4 meetings @ 3 hours each, Admin 4 @ 1 hours each for MM	
2.5	PROJECT PRESENTATIONS	16															16	\$5,520	MN - PM preparation, travel, and attendance to 4 board mtgs at 4 hours each	
3	EXISTING CONDITIONS AND BASELINE DATA COLLECTION	0	36	16	0	4	0	192	0	0	0	0	0	0	0	0	248	\$41,188		
3.1	REVIEW EXISTING POLICIES, PLANS, AND STUDIES							8									8	\$992	CAG, MN support	
3.2	DIGITAL MAPPING RESOURCES							8									8	\$992	RCI, MN coordination	
3.3	RIGHT OF WAY MAPPING							8									8	\$992	RCI, MN coordination	
3.4	SUPPLEMENTAL TOPOGRAPHIC SURVEY							8									8	\$992	RCI, MN coordination	
3.5	TRAFFIC DATA COLLECTION AND CIRCULATION ANALYSIS		8														8	\$2,680	CAG, MN QA	
3.6	SAFETY AND MULTIMODAL ASSESSMENT TECHNICAL MEMO		8														8	\$2,680	CAG, MN QA	
3.7	UTILITY IDENTIFICATION			16				40									56	\$9,360	MN	
3.8	GEOTECHNICAL ANALYSIS		4			4											8	\$2,260	CME, MN coordination	
3.9	HYDRAULIC ANALYSIS		16					120									136	\$20,240	MN - 16 Lead and QC, 40 hours for set up and calibration, 40 hours each for shortlisted alternatives	
4	PRELIMINARY ENVIORNMENTAL CONSIDERATIONS (PEL/PA)	0	0	0	36	0	0	0	0	0	0	0	36	0	0	0	72	\$14,400		
4.1	CULTURAL RESOURCES (PRELIMINARY SECTION 106 SCREENING)				4								4				8	\$1,600	CH, MN Review & Document Control	
4.2	TITLE VI / COMMUNITY IMPACTS AND DEMOGRAPHICS				4								4				8	\$1,600	CAG, MN Review & Document Control	
4.3	LAND USE AND ECONOMIC DEVELOPMENT				4								4				8	\$1,600	CAG, MN Review & Document Control	
4.4	SECTION 4(f) AND SECTION 6(f) RESOURCES				4								4				8	\$1,600	CAG, MN Review & Document Control	
4.5	BIOLOGICAL RESOURCES				4								4				8	\$1,600	BEC, MN Review & Document Control	
4.6	WETLANDS AND WATERS				4								4				8	\$1,600	BEC, MN Review & Document Control	
4.7	HAZARDOUS MATERIALS AND CONTAMINATED SITES				4								4				8	\$1,600	BEC, MN Review & Document Control	
4.8	COORDINATION, PERMITTING, AND FUTURE APPROVALS				4								4				8	\$1,600	CAG, MN Review & Document Control	
4.9	PRELIMINARY PEL DOCUMENTATION				4								4				8	\$1,600	CAG, MN Review & Document Control	



Carson Area Metropolitan Planning Organization (CAMPO)
RFQ 26300235 East Dayton Bridge Feasibility Study

Moffatt & Nichol - Detailed Fee Summary

Team Members		Bill Class										CLASSIFICATION/RATES							Total		Assumptions																																																										
		P700					P600					P500					P300					P200					P100					P400					T300					T400					T200					T100					A400					A300					A200					A100							
		Jeremy Patapoff					Jared Cole					Ankit Bhargava					Slater Ledger					Ryan Wong					Joshua Groth					Burson Tang					Kim Sperman					Trish Silva					Callie McClain					Aaron Savage					Staff CADD					Staff CADD																	
Task	Task Name	Principal Engineer/Scientist	Supervisory Engineer/Scientist	Senior Engineer/Scientist	Engineer/Scientist III	Engineer/Scientist II	Engineer/Scientist I	Staff Engineer/Scientist	Senior Technician	Designer	CADD II	CADD I	Senior Project Administrator	Project Administrator	Administrator II/Word Processing	Project Assistant/General Clerical	HOURS	DOLLARS																																																													
5	ALTERNATIVES ANALYSIS	10	48	0	156	208	0	400	80	204	172	0	4	0	0	0	1282	\$238,506																																																													
5.1	BASIS OF DESIGN	2			20	20					8						50	\$11,466	MN - 20 hours each lead, 8 hours for figures																																																												
5.2.1	ROADWAY AND BRIDGE SCREENING WORKSHOP	8	8		8	8							4				36	\$9,880	MN - 4 hours per lead for prep, 4 hour mtg																																																												
5.2.2	CONCEPTUAL ROADWAY ALTERNATIVE DESIGN		8		40			120		40	40						248	\$41,160	MN - 124 hours each for horizontal and vertical layout of 2 shortlisted roadway alternatives																																																												
5.2.2.a	CONCEPTUAL DRAINAGE DESIGN							120		40							160	\$22,600	MN - 80 hours each for cross drainage concepts for 2 shortlisted roadway alternatives																																																												
5.2.3	CONCEPTUAL MODIFICATIONS TO CONNECTED ROADWAYS		8		24			40		24	24						120	\$21,800	MN - 40 hours each for 3 connecting intersections																																																												
5.3	CONCEPTUAL BRIDGE ALTERNATIVE DESIGN		8			120				60	60						248	\$50,680	MN - 120 hours each for 2 shortlisted bridge alternatives																																																												
5.3.1	BRIDGE 3D MODELING AND COLOR RENDERING								80								80	\$17,280	MN - 40 hours each for 2 bridge alternatives																																																												
5.4	CONCEPTUAL ROADWAY AND BRIDGE PHASING				20	20				40	40						120	\$23,200	MN - 60 hours each for 1 roadway typical section, 1 bridge typical section for the initial and full buildout configuration.																																																												
5.5	COST ANALYSIS				24	24		80									128	\$21,440	CAG Lead, MN - 24 hours each for roadway and bridge lead. 40 hours for QTO for each shortlisted alternative																																																												
5.6	CONSTRUCTABILITY REVIEW		8		8	8											24	\$6,520	MN - 8 hours each for roadway and bridge leads, design lead																																																												
5.7	RISK REGISTER		8		8	8											24	\$6,520	MN - 8 hours each to set up and administer risk register																																																												
5.8	RIGHT-OF-WAY SUMMARY				4			40									44	\$5,960	RCI, MN GIS support																																																												
6	Feasibility Report and Recommendations	16	16	0	80	80	0	40	0	20	20	0	40	0	0	0	312	\$67,040																																																													
6.1	Feasibility Reports	16	16		80	80		40		20	20		40				312	\$67,040	MN & CAG, Draft and Final reports, roughly 50-50% time split																																																												
7	GRANT WRITING SUPPORT (OPTIONAL SERVICE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0																																																													
	See Optional Tab																0	\$0																																																													
																	0	\$0																																																													
TOTAL MAN-HOURS		193	100	16	438	292	0	632	80	224	192	0	154	0	0	0	2,321																																																														
TOTAL DOLLARS		\$66,585	\$33,500	\$4,400	\$109,500	\$67,160	\$0	\$78,368	\$17,280	\$43,232	\$28,224	\$0	\$23,100	\$0	\$0	\$0		\$471,349																																																													

B. Other Direct Costs					Travel for 2 public meetings
Item	Unit of Measure	Unit Cost	Qty	Total	
Airfare	EA	\$300.00	2	\$600.00	1 traveler, 2 trips each
Lodging	EA	\$250.00	4	\$1,000.00	1 traveler, 2 night per trip each
Meals	EA	\$20.00	18	\$360.00	1 traveler, 3 meals per day per trip
Mileage/Rental Car	EA	\$80.00	6	\$480.00	1 traveler, 1 car each, 3 days per trip
Outside Reproduction		\$0.00		\$0.00	
Postage/Delivery		\$0.00		\$0.00	
Telephone/Fax		\$0.00		\$0.00	
I&R/Diving Equipment		\$0.00		\$0.00	
Other		\$0.00		\$0.00	
Total ODC:				\$2,440.00	

Total Labor + ODCs
\$473,789



Carson Area Metropolitan Planning Organization (CAMPO)
RFQ 26300235 East Dayton Bridge Feasibility Study
GRANT WRITING SUPPORT (OPTIONAL SERVICE)
Moffatt & Nichol - Detailed Fee Summary

		Cory Wilder		Nick Velazquez		CLASSIFICATION/RATES											Grand Total	
		Principal Engineer/Scientist	Supervisory Engineer/Scientist	Senior Engineer/Scientist	Engineer/Scientist III	Engineer/Scientist II	Engineer/Scientist I	Staff Engineer/Scientist	Senior Technician	Designer	CADD II	CADD I	Senior Project Administrator	Project Administrator	Administrator II/ Word Processing	Project Assistant/ General Clerical		
Task	Task Name	\$345.00	\$335.00	\$275.00	\$250.00	\$230.00	\$177.00	\$124.00	\$216.00	\$193.00	\$147.00	\$108.00	\$150.00	\$140.00	\$130.00	\$106.00	HOURS	DOLLARS
7	GRANT WRITING SUPPORT (OPTIONAL SERVICE)	33	0	0	51	0	0	0	0	0	0	0	0	0	0	0	84	\$24,135
7	PROJECT MANAGEMENT	6			12												18	\$5,070
7.1	COORDINATION AND MEETINGS	15			15												30	\$8,925
7.2	DATA GATHERING AND GAP ANALYSIS	0			0												0	\$0
7.3	BENEFIT-COST ANALYSIS (BCA)	4			8												12	\$3,380
7.4	GRANT APPLICATION NARRATIVE DEVELOPMENT	4			8												12	\$3,380
7.5	FINAL DOCUMENTATION AND SUBMITTAL SUPPORT	4			8												12	\$3,380
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
																	0	\$0
																	0	\$0
TOTAL MAN-HOURS		33	0	0	51	0	0	0	0	0	0	0	0	0	0	0	84	
TOTAL DOLLARS		\$11,385	\$0	\$0	\$12,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$24,135

B. Other Direct Costs				
Item	Unit of Measure	Unit Cost	Qty	Total
Airfare		\$0.00		\$0.00
Lodging		\$0.00		\$0.00
Meals		\$0.00		\$0.00
Mileage/Rental Car		\$0.00		\$0.00
Outside Reproduction		\$0.00		\$0.00
Postage/Delivery		\$0.00		\$0.00
Telephone/Fax		\$0.00		\$0.00
I&R/Diving Equipment		\$0.00		\$0.00
Other		\$0.00		\$0.00
Total ODC:				\$0.00

\$24,135

Labor + ODCs

\$24,135

CA Group Backup

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: East Dayton Bridge Feasibility Study
Consultant Information: CA Group
Project Manager: Chris Martinovich (CAMPO), Cory Wilder (Moffatt and Nichol)

		Billable Rate	\$295.00	\$240.00	\$215.00	\$180.00	\$130.00	\$80.00	\$150.00					
Tasks														
Name		David Dodson	Andrea Engelman, Dean Mottram	Vinay Virupaksha, Hoang Hong, Naveen Veeramisti	Ancila Kaiparambil, Jim Ceragioli	Alexa Cavaretta	Alyssa Young	Sonya Wilson	N/A					
Task No.	Description	Project Manager	Environmental & Design Lead	Senior Planner & Engineer	Planner & Engineer	Jr. Planner & Engineer	Clerical & Technical Editor	GIS/CADD	N/A		Total Labor Hours	Loaded Labor Costs	Direct Expense	Subconsultant Costs
1	Project Management													
1.1	Consultant Project Management													
1.2	Monthly Project Management Team (PMT) Meetings	18	18				18				54	\$11,070		
1.3	Other CAMPO Coordination Meetings	8	8				8				24	\$4,920		
1.4	Monthly Invoicing and Progress Reports	18					18				36	\$6,750		
1.5	Quality Assurance (QA)/Quality Control (QC)	2	8	16	16		8				50	\$9,470		
	Hours Subtotal:	46	34	16	16	0	52	0	0	0	164			
	Cost Subtotal:	\$13,570.00	\$8,160.00	\$3,440.00	\$2,880.00	\$0.00	\$4,160.00	\$0.00	\$0.00	\$0.00		\$32,210.00	\$0	\$0
2	Public and Stakeholder Outreach													
2.1	Public Information Plan	4	8	4							16	\$3,960		
2.2	CAMPO Web Page and Project Updates	4	8	40	40	40		60			192	\$33,100		
2.3	Project Committee Meetings													
2.3.1	Project Technical Advisory Committee (TAC)	8	8	20	8		6				50	\$10,500		
2.4	Public Information Meetings													
2.4.1	Meeting Scheduling, Preparation and Notification		16		80	80	40	40			256	\$37,840	\$5,000	
2.4.2	Meeting Staffing	16	16		16		16				64	\$12,720		
2.4.3	Neighborhood Meetings	8	16		40		40	8			112	\$17,800		
2.5	Project Presentations	16	16		16		16				64	\$12,720		
	Hours Subtotal:	56	88	64	200	120	118	108	0	0	754			
	Cost Subtotal:	\$16,520.00	\$21,120.00	\$13,760.00	\$36,000.00	\$15,600.00	\$9,440.00	\$16,200.00	\$0.00	\$0.00		\$128,640.00	\$5,000	\$0
3	Existing Conditions and Baseline Data Collection													
3.1	Review Existing Policies, Plans and Studies	2	8	16							26	\$5,950		
3.5	Traffic Data Collection and Circulation Analysis													
3.5.1	Traffic Data Collection and Circulation Analysis Methodology Memorandum	2		16			4				22	\$4,350		
3.5.2	Existing Conditions Traffic Data Collection			4							4	\$860	\$12,000	
3.5.3	Stakeholder and Freight Circulation Coordination	2	16	16							34	\$7,870		
3.5.4	Planning Level Intersection Operations and LOS Screening			40	140						180	\$33,800		
3.5.5	Future Conditions Development and Regional Consistency			40	100						140	\$26,600		
3.5.6	Technical Summary Documentation	2		60	24						86	\$17,810		
3.6	Safety and Multimodal Assessment Technical Memorandum	2		80	160		24				266	\$48,510		
	Hours Subtotal:	10	24	272	424	0	28	0	0	0	758			
	Cost Subtotal:	\$2,950.00	\$5,760.00	\$58,480.00	\$76,320.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$0.00		\$145,750.00	\$12,000	\$0
4	Environmental Considerations													
4.2	Title VI/Community Impacts and Demographics		4			16	8				28	\$3,680		
4.3	Land use and Economic Demographics		4			16	8				28	\$3,680		
4.4	Section 4(f) and Section 6(f)		4			24	8				36	\$4,720		
4.8	Coordination, Permitting, and Future Approvals		4			16	8				28	\$3,680		
4.9	Preliminary PEL	4	8			32	8				52	\$7,900		
	Hours Subtotal:	4	24	0	0	104	40	0	0	0	172			
	Cost Subtotal:	\$1,180.00	\$5,760.00	\$0.00	\$0.00	\$13,520.00	\$3,200.00	\$0.00	\$0.00	\$0.00		\$23,660.00	\$0	\$0
5	Alternatives Analysis													
5.1	Basis of Design	2	2	4							8	\$1,930		
5.2	Conceptual Roadway Connection Alternatives													
5.2.1	Roadway and Bridge Screening Workshop	8	16	8							32	\$7,920		
5.2.3	Conceptual Modifications to Connected Roadways	2	8	16	16						42	\$8,830		
5.3	Conceptual Bridge Alternative Design		4	8							12	\$2,680		
5.4	Conceptual Roadway and Bridge Phasing	2	8	8							18	\$4,230		
5.5	Cost Analysis	4	8	24	16						52	\$11,140		
5.6	Constructability Review	4	8	16	16						44	\$9,420		
5.7	Risk Register	2	8	32							42	\$9,390		
	Hours Subtotal:	24	62	116	48	0	0	0	0	0	250			
	Cost Subtotal:	\$7,080.00	\$14,880.00	\$24,940.00	\$8,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$55,540.00	\$0	\$0

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: East Dayton Bridge Feasibility Study
Consultant Information: CA Group
Project Manager: Chris Martinovich (CAMPO), Cory Wilder (Moffatt and Nichol)

		Billable Rate	\$295.00	\$240.00	\$215.00	\$180.00	\$130.00	\$80.00	\$150.00					
Tasks														
Name		David Dodson	Andrea Engelman, Dean Mottram	Vinay Virupaksha, Hoang Hong, Naveen Veeramisti	Ancila Kaimparambil, Jim Ceragioli	Alexa Cavaretta	Alyssa Young	Sonya Wilson	N/A					
Task No.	Description	Project Manager	Environmental & Design Lead	Senior Planner & Engineer	Planner & Engineer	Jr. Planner & Engineer	Clerical & Technical Editor	GIS/CADD	N/A		Total Labor Hours	Loaded Labor Costs	Direct Expense	Subconsultant Costs
6	Feasibility Report Development													
6.1	Draft Feasibility Report	2	8	24		24	40	40			138	\$19,990		
6.2	Final Feasibility Report	2	8	8		8	24	8			58	\$8,390		
	Hours Subtotal:	4	16	32	0	32	64	48	0	0	196			
	Cost Subtotal:	\$1,180.00	\$3,840.00	\$6,880.00	\$0.00	\$4,160.00	\$5,120.00	\$7,200.00	\$0.00	\$0.00		\$28,380.00	\$0	\$0
7	Grant Writing Support (Optional)													
7.1	Coordination and Meetings	8	8	8		4	4				32	\$6,840		
7.2	Data Gathering and Gap Analysis		2	8			4				14	\$2,520		
7.3	Benefit-Cost Analysis (BCA)	4	16	80							100	\$22,220		
7.4	Grant Application Narrative Development	2	60	24			100				186	\$28,150		
7.5	Final Documentation and Submittal Support	8	16	16			24				64	\$11,560		
	Hours Subtotal:	22	102	136	0	4	132	0	0	0	396			
	Cost Subtotal:	\$6,490.00	\$24,480.00	\$29,240.00	\$0.00	\$520.00	\$10,560.00	\$0.00	\$0.00	\$0.00		\$71,290.00	\$0	\$0
	Base Hours Totals:	144	248	500	688	256	302	156	0	0	2294			
	Loaded, OH Costs Totals:	\$42,480	\$59,520	\$107,500	\$123,840	\$33,280	\$24,160	\$23,400	\$0	\$0		\$414,180.00	\$17,000	\$0
	Optional Hours Totals:	22	102	136	0	4	132	0	0	0	396			
	Loaded, OH Costs Totals:	\$6,490	\$24,480	\$29,240	\$0	\$520	\$10,560	\$0	\$0	\$0		\$71,290.00	\$0	\$0
	Overall Hours Totals:	166	350	636	688	260	434	156	0	0	2690			
	Loaded, OH Costs Totals:	\$48,970	\$84,000	\$136,740	\$123,840	\$33,800	\$34,720	\$23,400	\$0	\$0		\$485,470.00	\$0	\$0

FULL SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$414,180
Optional Services	\$71,290
Subconsultants:	\$0
Direct Expenses:	\$17,000
Contingency	\$0
Total Estimated Services:	\$502,470

BASE CONTRACT TOTALS			
Task	Labor Hours	Task Subtotal	Description
1	164	\$32,210	Project Management
2	754	\$128,640	Public and Stakeholder Outreach
		\$5,000	Direct Expense - Printing and Travel
3	758	\$145,750	Existing Conditions and Baseline Data Collection
		\$12,000	Direct Expense - Traffic Counts
4	172	\$23,660	Environmental Considerations
		\$0	Direct Expense - Travel
5	172	\$55,540	Alternatives Analysis
6	196	\$28,380	Feasibility Report Development
CONTRACT TOTALS		\$431,180	

EXHIBIT B

FHWA / NDOT LPA Required Federal Clauses for Consultant Services

I. GENERAL FEDERAL PROCUREMENT PROVISIONS

For the purposes of this attachment, the term 'City' shall mean Carson City, Carson City Public Works, Carson City Regional Transportation Commission (RTC), or Carson Area Metropolitan Planning Organization (CAMPO).

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2A.
2. **Access to Information.** The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
3. The Consultant agrees to complete and sign- "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.
4. **Records Retention.** Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the City, Nevada Department of Transportation and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized

representatives shall have the right to inspect/audit the professional services and charges of the Consultant whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

5. **Payment to Subconsultants.** The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,
6. **Conflict of Interest.** In accordance with 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172(b), conflicts of interest must be disclosed. A recipient or subrecipient must disclose in writing any potential conflict of interest including any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that could contribute to a conflict of interest. The Consultant must disclose in writing any existing or potential conflict of interest relative to the performance of this Contract using the form provided (**form attached and to be submitted with proposal**). Any such relationship that might be perceived or represented as a conflict must be disclosed. By signing this Contract, the Consultant affirms that it has not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this Contract.
7. **Reserved.**
8. **Value Engineering.** The Consultant is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
9. **Disadvantaged Business Enterprises.** The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of City-assisted contracts, if required by the contract. Failure by the Consultant to carry out these requirements is a material breach of this Agreement. In event of such a breach, the City may:

- a. Withhold progress payments or a portion thereof;
- b. Assess sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Consultant from future bidding as non-responsible.

10. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
11. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
12. **Clean Air Act (42 U.S.C. 7401-7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
13. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Prohibition on certain telecommunications and video surveillance services or equipment. 2 CFR § 200.216

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by 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 a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

15. Telecommunication costs and video surveillance costs 2 CFR § 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

II. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification required by 31 U.S.C 1352 and 49 C.F.R. 20. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City

III. REQUIRED CONTRACT PROVISIONS

City will include the following provisions in all federally funded contracts, where appropriate. All **sub-contractors** will be required to include language as well:

1. Nondiscrimination Assurance Each federally funded contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Carson City Public Works deems appropriate."

2. Prompt Payment Policy and Provisions Each federally funded contract signed with a contractor will include the following provision:

"The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by Carson City Public Works. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 30 days after the

subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with Carson City Public Works's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify Carson City Public Works's project manager and Document Control Specialist immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Part 26, §26.29."

IV. TITLE VI ASSUARANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

The following Appendix A and Appendix E shall apply to all contractors and sub-contractors and **shall be included** in any sub-contract agreements for any activities receiving federal funding.

APPENDIX A - Department of Transportation Order 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – Department of Transportation Order 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations. This Executive Order has been revoked (EO 14173).
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). This Executive Order has been revoked (EO 14244); however, to ensure compliance with Title VI, you should take reasonable steps to ensure that LEP persons have meaningful access to your programs.
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

**V. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**
2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 (180.905, 180.940 and 180.945) and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the program activity, the consultant is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

Through submission of the accompanying form (**form attached and to be submitted with proposal**), the bidder or proposer certifies as follows:

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered

into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

1a. 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) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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;

(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; 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.

b. 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 proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First

Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2a. 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

VI. REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. Definitions. For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an 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.

2. Mandatory Check in the System for Award Management. Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.

3. Mandatory Certifications. Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. Prohibition. If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3;
or

(3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

VII. SAFE OPERATION OF A MOTOR VEHICLE

1. Policy to Ban Text Messaging While Driving

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

2. Seat Belt Use

Seat Belt Use. Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217). (1) The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. (2) The Contractor shall include this “Seat Belt Use” provision in each third-party agreement related to the Award. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Carson City.

Unique Entity ID (UEI)

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by SAM.gov) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

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

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

Enter Prime Contractor UEI Number: CTTMKG7EFDK1

Enter all Sub-Contractor UEI Numbers: _____

CA Group	PFYKFDC4SLY6
BEC Environmental	HKNXFZLFKVV6
Chronicle Heritage	JHN5GDMWC7B7
Construction Materials Engineers, Inc.	JYP8XDUNM2M1
LAGE Design, Inc	KJD1CRX45435
Resource Concepts, Inc.	DJJQJDNEFJ33

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

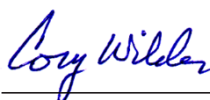
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

Cory Wilder

Name (please type or print)



Signature

Vice President

Title

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

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

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

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

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

P250908

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

STATE OF Nevada
COUNTY OF Carson City

} SS

I, Cory Wilder (Name of party signing this affidavit
and the Proposal Form) Vice President (title).
being duly sworn do depose and say: That Moffatt & Nichol (name of person, firm,
association, or corporation) has not, either directly or indirectly, entered into agreement, participated in
any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this
contract; and further that, except as noted below to the best of knowledge, the above named and its
principals:

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

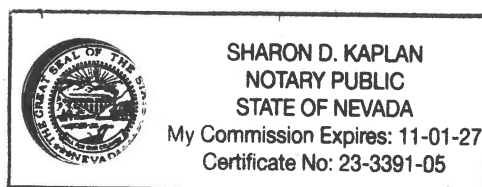
(Insert Exceptions, attach additional sheets)

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

Cory Wilder
Signature
Vice President
Title

Sworn to before me this 1st day of December, 2025

(SEAL)



Sharon D. Kaplan
Notary Public, Judge or other Official

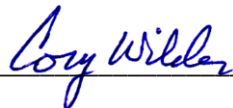
Conflict of Interest Disclosure FormDate: December 4, 2025Project: RFQ# 26300235 – East Dayton Bridge Project Feasibility StudyTitle: Moffatt & NicholName: Cory WilderPosition: Vice President

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

☒ I have no conflict of interest to report.

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

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

Signature: Date: December 4, 2025

CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully 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.

Date December 4, 2025Company Moffatt & NicholAddress 377 S Nevada Street | Carson City, NV 89703Phone 775-305-1466Fax Number NONEProposer
(Signature) *Cory Wilder*Proposer
(Print Name) Cory WilderPosition
with Company Vice President**Note: This form must be filled in and submitted with the sealed proposal.**

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." 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 Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: Moffatt & Nichol

ADDRESS: 377 S Nevada Street | Carson City, NV 89703

FIRM is: 1. Corporation (☒) 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

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

- 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."

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

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."

Name	Title	Department
NONE		

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS cont.

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."

Name	Title	Department
NONE		

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."

Name	Board, Commission, or Committee
NONE	

Signature: Cory Wilder

Title: Vice President

Federal Tax Delinquency and Conviction Certification

The firm seeking to do business with Carson City / CAMPO **must complete the following two certification statements.**

The firm **must indicate** its current status as it relates to tax delinquency and felony conviction by indicating in following spaces below the applicable response. The firm agrees that, if awarded a contract resulting from this solicitation, **it will incorporate this provision for certification in all lower tier subcontracts.**

Certifications

- 1) **Delinquency:** The firm represents that it **is** ☐ or **is not** ☒ ,
a corporation that has 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.
- 2) **Conviction:** The firm represents that it **is** ☐ or **is not** ☒ ,
a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If firm responds in the affirmative to either of the above representations, the firm is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The firm therefore must provide information to Carson City/CAMPO about its tax liability or conviction to the Owner, who will then notify the USDOT.

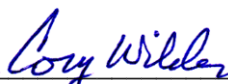
Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is 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.

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.

December 4, 2025
Date


Signature

Moffatt & Nichol
Company Name

Vice President
Title

NOTE: No award can be made without this form being completed.

SUBCONSULTANT FORMS

Conflict of Interest Disclosure Form

Date: December 1, 2025Project: CAMPO East Dayton Bridge Project Feasibility StudyTitle: CA Group, Inc. Vice PresidentName: David Dodson, PEPosition: Public Outreach Lead

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

☒ I have no conflict of interest to report.

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

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

Signature: David DodsonDate: December 1, 2025

Conflict of Interest Disclosure Form

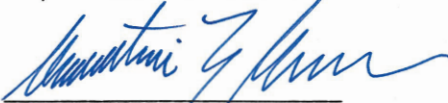
Date: 12/1/2025
Project: CAMPO East Dayton Bridge Project Feasibility Study
Title: President, Construction Materials Engineers, Inc.
Name: Martin N. Crew, P.E.
Position: Not Assigned to Project Team

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

☒ I have no conflict of interest to report.

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

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

Signature: 

Date: December 1, 2025

Conflict of Interest Disclosure Form

Date: November 18, 2025Project: East Dayton BridgeTitle: PresidentName: Cecilia Schafler, PLAPosition: Principal

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

☒ I have no conflict of interest to report.

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

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

Signature: Date: 11/19/25

Conflict of Interest Disclosure Form

Date: 11/14/2025Project: Camp East Dayton Bridge Feasibility RFQ

Title: _____

Name: B. Eileen ChristensenPosition: President, BEC Environmental, Inc.

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

☒ I have no conflict of interest to report.

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

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

Signature: Eileen ChristensenDate: 11/14/2025

Conflict of Interest Disclosure FormDate: 11/12/2025Project: East Dayton Bridge Project Feasibility StudyTitle: PresidentName: Steve KaracicPosition: President

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

☒ I have no conflict of interest to report.

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

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

Signature: Steve KaracicDate: 11/12/2025

Conflict of Interest Disclosure Form

Date: 12/2/2025
Project: CAMPO East Dayton Bridge Project Feasibility Study
Title: Principal
Name: Jeremy Drew
Position: Principal / Resource Specialist

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

☒ I have no conflict of interest to report.

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

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

Signature: 
Date: 12/2/2025



STAFF REPORT

Report To: _____ **Meeting Date:** May 13, 2026

Staff Contact: _____

Agenda Title: Transportation Manager’s Report (Chris Martinovich, Transportation Manager)

Agenda Action: Other / Presentation **Time Requested:** _____

Proposed Motion
N/A

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

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

(Vote Recorded By)



STAFF REPORT

Report To:

Meeting Date: May 13, 2026

Staff Contact:

Agenda Title: Nevada Department of Transportation Report (Assistant Director of Planning, NDOT)

Agenda Action: Other / Presentation

Time Requested:

Proposed Motion

N/A

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

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To:

Meeting Date: May 13, 2026

Staff Contact:

Agenda Title: Other comments and reports, which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to CAMPO, project status reports, and comments or other reports from the CAMPO members or staff. (Chris Martinovich, Transportation Manager)

Agenda Action: Other / Presentation

Time Requested:

Proposed Motion

N/A

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

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)