

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

Day: Thursday
Date: October 1, 2026
Time: Beginning at 8:30 am
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, NV 89701

AGENDA

NOTICE TO THE PUBLIC:

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

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

1. **Call to Order - Board of Supervisors**
2. **Roll Call**
3. **Invocation - Pastor Ken Haskins, First Christian Church**
4. **Pledge of Allegiance**

5. Public Comment:**

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

6. For Possible Action: Approval of Minutes

- 6.a September 3, 2026
[Click Here for Staff Report](#)

Consent Agenda

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

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

7. Airport

- 7.a For Possible Action: Discussion and possible action regarding a proposed lease assignment to AADF Legacy Airbase, Inc. ("Legacy Airbase") pursuant to an Assignment and Assumption of Ground Lease and Landlord's Consent ("Assignment") of an existing Carson City Airport Lease Agreement, dated April 16, 2014, recorded in the office of the Clerk-Recorder on June 4, 2014, as Doc. No. 444890, and extended for a 10-year term by a First Amendment to Carson City Airport Lease Agreement on November 7, 2024, recorded in the office of the Clerk-Recorder the same day as Doc. No. 550860 ("Lease"), between Carson City and the Carson City Airport Authority ("CCAA"), together as landlord ("Landlord"), and Cactus Air Force, LLC ("Cactus") for property located at the Carson City Airport, Assessor's Parcel Number ("APN") 005-011-89 ("Property"). (Steve Tackes, kcnvlaw.com and Corey Jenkins, cjenkins@flycarsoncity.com)

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8. City Manager

- 8.a For Possible Action: Discussion and possible action regarding the issuance of a revised notice of termination to supersede a previously issued notice of lease termination and to extend the date by which Vitality Unlimited, a nonprofit Nevada corporation ("Vitality"), must vacate the building located on 900 East Long Street, Assessor's Parcel Number 002-121-19 ("Premises"), from December 31, 2026, to February 19, 2027. (Glen Martel, gmartel@carsoncity.gov)

[Click Here for Staff Report](#)

9. Finance

- 9.a For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through September 18, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)

[Click Here for Staff Report](#)

10. Health and Human Services

- 10.a For Possible Action: Discussion and possible action regarding (1) the deobligation of \$27,000 in Nevada Childhood Lead Poisoning Prevention Program ("NVCLPPP") grant funds awarded to Carson City through a grant agreement with the Nevada System of Higher Education, Board of Regents on behalf of the University of Nevada, Las Vegas ("UNLV"), resulting in a new award amount not to exceed \$130,000, and (2) authorization for the Mayor to sign any documents necessary to effectuate the \$27,000 deobligation. (Jeanne Freeman, jmfreeman@carsoncity.gov)

[Click Here for Staff Report](#)

11. Purchasing and Contracts

- 11.a For Possible Action: Discussion and possible action regarding the proposed ratification of Amendment No. 3 (“Amendment”) to Contract No. 1415-047 (“Contract”) with Bank of America, N.A. (“B of A”) for Purchasing Card Services (“P-Card”) with the Amendment extending the Contract for a period of 90 days to allow the parties time to negotiate a new agreement and establishing the use of B of A’s current form of Corporate Card Services Agreement if a new agreement is not executed upon the expiration of the 90-day period under the Amendment. (Carol Akers, cakers@carsoncity.gov and Sheri Russell-Benabou, srussell@carsoncity.gov)
[Click Here for Staff Report](#)
- 11.b For Possible Action: Discussion and possible action regarding a proposed contract with HS GovTech for the initial set up and annual licenses, maintenance and support for a case management software program to be used by the Carson City Department of Health and Human Services (“CCHHS”), Environmental Health Division, for an amount not to exceed \$131,893.70 for a 5-year term. (Carol Akers, cakers@carsoncity.gov and Jeanne Freeman, jmfreeman@carsoncity.gov)
[Click Here for Staff Report](#)
- 11.c For Possible Action: Discussion and possible action regarding an Interlocal Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff’s Office and Carson City on behalf of the Carson City Sheriff’s Office, for an amount not to exceed \$183,227, retroactively effective July 1, 2026, through June 30, 2027, and authorization for the Sheriff to execute the agreement. (Carol Akers, cakers@carsoncity.gov and Sheriff Ken Furlong, kfurlong@carsoncity.gov)
[Click Here for Staff Report](#)
- 11.d For Possible Action: Discussion and possible action regarding Contract No. 27300226 for Justin E. Oakes, Esq. to serve as appointed conflict counsel for indigent defendants for a term beginning November 1, 2026, and ending June 30, 2029, for a total amount not to exceed \$794,172. (Carol Akers, cakers@carsoncity.gov and Glen Martel, gmartel@carsoncity.gov)
[Click Here for Staff Report](#)

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

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

13. City Manager

- 13.a For Possible Action: Discussion and possible action regarding the appointment of one member to the Library Board of Trustees to fill a vacated seat for the remainder of the term expiring in June 2028. (Glen Martel, gmartel@carsoncity.gov)
[Click Here for Staff Report](#)
- 13.b For Possible Action: Discussion and possible action on a presentation of the Fiscal Year ("FY") 2026 Strategic Plan Annual Report ("Annual Report"), which summarizes various strategic tactics of the City previously established to meet operational

objectives and corresponding performance measures, and the proposed closure and removal of any tactics in the Carson City FY 2022-2026 Strategic Plan (“Strategic Plan”) that are determined not to be necessary. (Stephanie Hicks, shicks@carsoncity.gov)

[Click Here for Staff Report](#)

14. Public Works

- 14.a For Discussion Only: Discussion and presentation regarding the progress of the Quill Water Treatment Plant Rehabilitation Project. (Darren Anderson, danderson@carsoncity.gov and Andy Hummel, ahummel@carsoncity.gov)

[Click Here for Staff Report](#)

15. Purchasing and Contracts

- 15.a For Possible Action: Discussion and possible action regarding a proposed Amendment No. 6 (“Amendment”) to Contract No. 20300294 (“Contract”) with Lumos & Associates, Inc. (“Lumos”), with the Amendment expanding the scope of services for the Quill Water Treatment Plant Rehabilitation Project (“Project”) for an additional amount of \$579,993, resulting in a new total not-to-exceed Contract amount of \$3,177,308. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

[Click Here for Staff Report](#)

- 15.b For Possible Action: Discussion and possible action regarding an increase of \$580,000 to contingency funding for Contract No. 25300022 (“Contract”) with Farr Construction Corporation dba Resource Development Company (“Farr”) for the Quill Water Treatment Plant Rehabilitation Project (“Project”), for a revised total not-to-exceed Contract amount of \$23,396,500. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

[Click Here for Staff Report](#)

- 15.c For Possible Action: Discussion and possible action regarding a proposed Amendment No. 3 (“Amendment”) to Contract No. 25300256 (“Contract”) with Construction Materials Engineering, Inc. (“CME”), with the Amendment extending the term for performance through December 31, 2027, and expanding the scope of services for the Quill Water Treatment Plant for an additional amount of \$321,180 resulting in a new not-to-exceed Contract amount of \$921,263. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

[Click Here for Staff Report](#)

16. Board of Supervisors

Non-Action Items:

City Manager Update

Status review of projects

Internal communications and administrative matters

Correspondence to the Board of Supervisors

Status reports and comments from the members of the Board

Staff comments and status report

17. 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.

18. For Possible Action: To Adjourn

Closed Session (non-meeting) to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to discuss with its management representatives certain matters pertaining to collective bargaining pursuant to NRS 288.220 or to receive legal advice from counsel regarding a matter over which the Board has supervision, control, jurisdiction or advisory power and to deliberate on the matter pursuant to NRS 241.015. Such gatherings are closed to the public as non-meetings and are specifically exempted from the provisions of the Open Meeting Law.

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

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

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any 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 the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

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

This notice has been posted at the following locations:
City Hall 201 North Carson Street

Community Center 851 East William Street
www.carsoncity.gov/granicus
<http://notice.nv.gov>



STAFF REPORT

Report To:

Meeting Date:

October 1, 2026

Staff Contact:

Agenda Title: September 3, 2026

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

Proposed Motion

I move to approve the minutes for September 3, 2026.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[09-03-2026 Draft Minutes \(BOS\).pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

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Draft Minutes of the September 3, 2026 Meeting
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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, September 3, 2026 in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

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

STAFF:

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

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

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

(8:30:43) – Mayor Bagwell called the meeting to order at 8:30 a.m. Mr. Hoen called roll and noted the presence of a quorum. Pastor Louie Locke of First Christian Church delivered the invocation. Assessor Kimberly Adams led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:33:11) – Mayor Bagwell entertained public comments. Raymond Larochelle, Carson City resident, opposed the proposed City Hall acquisition, citing its excessive size and cost, additional lease expenses, moving costs, and use of redevelopment funds. Mr. Larochelle questioned the lack of detailed plans and urged the Board to stop the project.

(8:36:28) – Mark Costa, Carson City resident, opposed the City Hall lease-purchase and parking garage and requested that the project be submitted to voters. Mr. Costa cited the long-term financial commitment, capital needs, and unfunded costs such as utilities, furniture, IT, and insurance

(8:39:17) – Scott Drake, Carson City resident, opposed Flock cameras and other surveillance technologies, citing privacy, accountability, and constitutional concerns. Mr. Drake urged the Board to remove the cameras and reconsider their continued use.

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(8:42:12) – Richard Chiang, Carson City, questioned the proposed City Hall’s estimated \$64 million long-term financial commitment, public participation, financing risks, and shrinking public benefits. Mr. Chiang urged the Board to slow the process, provide greater transparency, and establish a backup plan.

(8:45:23) – Deni French, Carson City resident, expressed concerns regarding communication and clarity surrounding the City Hall project.

(8:49:03) – Betsy Strasburg, Carson City resident, questioned why the meeting was held during the workday and asked for clarification regarding the redevelopment funds identified as legally available for the City Hall project. Ms. Strasburg urged the City to disclose its due diligence and supporting analyses before making a decision.

(8:52:00) – Mayita Sanchez, Carson City resident, asked for clarification regarding the agreement’s off-ramps, associated costs, timing, and the City’s eventual ownership of the building and property. Ms. Sanchez questioned potential easements, access agreements, maintenance obligations, and the timing of redevelopment funds.

(8:54:27) – Sandra Owens, Carson City resident, criticized the morning meeting time and argued that it limited meaningful public participation. Ms. Owens urged the Board to allow voters to decide the City Hall project rather than proceeding without broader public input.

(8:55:54) – Karen Stephens, opposed Flock cameras, citing privacy and Fourth Amendment concerns and the retention and sharing of collected data. Ms. Stephens questioned whether the approximately \$35,000 annual cost per camera was an appropriate use of public funds.

(8:58:10) – Richard Nagel, Carson City resident, questioned the anticipated a 30-year lifespan of the proposed City Hall. Mr. Nagel expressed concern about the City’s ability to maintain the facility.

(8:58:52) – Connie Salerno, Carson City resident, questioned why expert analyses comparing City Hall alternatives had not been made public. Ms. Salerno questioned how Adams CC Development, established less than 30 days earlier, could have completed significant preparatory work. She urged the Board to allow voters to decide on the project.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

6.a AUGUST 6, 2026

(9:00:59) – Mayor Bagwell introduced the item and entertained comments and/or corrections on the minutes. When none were forthcoming, she entertained a motion.

(9:00:03) – MOTION: Supervisor Giomi moved to approve the minutes of the August 6, 2026, Carson City Board of Supervisors meeting as presented. The motion was seconded by Supervisor Schuette and carried 5-0-0.

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

CONSENT AGENDA

(9:01:18) – Mayor Bagwell introduced the Consent Agenda and entertained items that the Board wished to pull, when none were forthcoming, she entertained a motion.

(9:01:21) – **MOTION: Supervisor Giomi moved to approve the Consent Agenda consisting of items 7.a, 8.a, 9.a, 10.a, 11.a, 12.a, and 12.b. The motion was seconded by Supervisor White and carried 5-0-0.**

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

7. ASSESSOR

7.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST TO CORRECT FACTUAL ERRORS TO THE PERSONAL PROPERTY TAXES FOR FISCAL YEAR ("FY") 2026 ON ACCOUNT NUMBERS AB000028 (JOHN DIMARTINO N623LJ), AB000029 (WILLIAM BURROWS N167AB), AB000030 (WILLIAM JAMES DALLY N817D), AB000031 (JOHN DIMARTINO N8504Q), AB000032 (MICHAEL E HOREJSI N360HB), AB000033 (JOHN SCHAFF N487EX) AND AB000034 (LAWRENCE P JONES N1396N) PURSUANT TO NRS 361.765 AND 361.768, AND AUTHORIZATION TO REFUND PERSONAL PROPERTY TAXES ("PPT") IN A TOTAL AMOUNT OF \$338.91.

8. COURTS

8.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN INTERLOCAL CONTRACT BETWEEN THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, RURAL CLINICS ADMINISTRATION ("RURAL CLINICS"), AND CARSON CITY, THROUGH ITS JUSTICE/MUNICIPAL COURT ("CITY"), FOR RURAL CLINICS TO FACILITATE, AT NO COST

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TO THE CITY, CASE MANAGEMENT FOR MENTAL HEALTH COURT PARTICIPANTS WITH A TERM COMMENCING RETROACTIVELY ON JULY 1, 2026, AND ENDING JUNE 30, 2028.

9. FINANCE

9.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH AUGUST 21, 2026, PER NEVADA REVISED STATUTES ("NRS") 251.030 AND 354.290.

10. HEALTH AND HUMAN SERVICES

10.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF WESTERN NEVADA COLLEGE ("WNC"), AND CARSON CITY TO PERMIT WNC NURSING STUDENTS TO RECEIVE, WITH WNC FACULTY OVERSIGHT, CLINICAL EDUCATION AND TRAINING AT THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS"), EFFECTIVE SEPTEMBER 15, 2026, THROUGH JUNE 30, 2031, WITH NO MONETARY COMPENSATION EXCHANGED BETWEEN THE PARTIES.

11. LIBRARY

11.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) A PROPOSED AMENDMENT ("AMENDMENT") TO THE INTERLOCAL CONTRACT BETWEEN THE STATE OF NEVADA ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT ("GOED"), THE CARSON CITY LIBRARY AND CARSON CITY ("CONTRACT"), WITH THE AMENDMENT ALLOWING THE CARSON CITY LIBRARY TO CONTINUE PROVIDING INNOVATIVE CAREER TRAINING, ADVANCEMENT AND EXPLORATION SERVICES BY EXTENDING THE CONTRACT'S EXPIRATION DATE FROM SEPTEMBER 30, 2026, TO SEPTEMBER 30, 2027, AND PROVIDING AN ADDITIONAL \$594,288 IN FUNDING FROM GOED, WITH NO LOCAL MATCH OBLIGATION, RESULTING IN A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,066,316.

12. PURCHASING AND CONTRACTS

12.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE AUTHORITY FOR 15 VEHICLES FOR SEVERAL CITY DEPARTMENTS DURING FISCAL YEAR ("FY") 2027, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,472,861.30 UTILIZING JOINDER CONTRACTS (1) 99SWC- NV25-25627 BETWEEN THE STATE OF NEVADA AND MICHAEL HOHL MOTOR COMPANY; (2) 99SWC- NV26-25907 BETWEEN THE STATE OF NEVADA AND CAPITAL FORD; AND (3) 99SWC-NV24-20894 BETWEEN THE STATE OF NEVADA AND CATERPILLAR, INC.

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12.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE AUTHORITY FOR ONE TANA LANDFILL COMPACTOR TO BE USED AT THE CARSON CITY LANDFILL FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,379,567, UTILIZING JOINDER CONTRACT FSA23-EQU21.0 BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND HUMDINGER EQUIPMENT, LTD.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

14. FINANCE

14.a FOR POSSIBLE ACTION: PUBLIC HEARING, DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION (1) AUTHORIZING THE PREPARATION OF A LEASE-PURCHASE AGREEMENT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$30,000,000 FOR THE PURPOSE OF FINANCING THE COST OF A BUILDING PROJECT, INCLUDING, BUT NOT LIMITED TO, A CITY HALL PROJECT; (2) DIRECTING THE CLERK-RECORDER TO NOTIFY THE CARSON CITY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ENTER INTO SUCH LEASE PURCHASE AGREEMENT; (3) DIRECTING THE CITY'S CHIEF FINANCIAL OFFICER OR THE CITY MANAGER TO FORWARD NECESSARY MATERIALS TO THE DEPARTMENT OF TAXATION OF THE STATE OF NEVADA; AND (4) PROVIDING THE EFFECTIVE DATE HEREOF.

(9:02:10) – Mayor Bagwell introduced the item. Chief Financial Officer Sheri Russell-Benabou referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Ms. Russell-Benabou explained that the proposed lease-purchase agreement would be funded from all legally available Carson City resources and would not constitute redevelopment debt. She stated that Redevelopment Area No. 1 funds could be used to bridge funding through 2031, after which the General Fund would become the primary funding source. Ms. Russell-Benabou noted that Redevelopment Area No. 2 funds would remain reserved for existing incentives. She stated that the City intended to obtain ownership of the land and building and refinance the agreement when feasible. Ms. Russell-Benabou noted that no prepayment penalty had been negotiated.

(9:07:26) – Mayor Bagwell opened the public hearing. She questioned why the resolution referred broadly to all legally available funds rather than identifying specific funding sources. John Peterson of JNA Consulting Group explained that the broad language provided flexibility to use any legally available source. Ryan Henry of Taft Law stated that the lease-purchase agreement constituted an installment purchase agreement under Nevada Revised Statute (NRS) Chapter 350 and would be payable from legally available funds, subject to annual appropriation, without pledging a specific revenue source.

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(9:11:51) – Mayor Bagwell asked about potential refinancing and whether additional approvals would be required. Mr. Peterson stated that the agreement could be prepaid without a premium or penalty and explained that future refinancing through general obligation and revenue bonds would require different statutory processes. He stated that general obligation bonds would require Debt Management Commission approval, while revenue bonds payable from pledged revenues generally would not require approval from the Debt Management Commission or Department of Taxation under current law.

(9:15:17) – Mayor Bagwell questioned why the resolution identified a \$30 million principal amount rather than the full amortized cost. Mr. Peterson explained that Nevada law required the resolution to state the principal amount, while the anticipated interest costs were addressed in the supporting materials.

PUBLIC COMMENT

(9:16:54) – Michael Greedy, Carson City resident, opposed the resolution, arguing that the Board had not completed its procedural requirements from the July 16, 2026 meeting. Mr. Greedy added that the Board had not provided requested redevelopment fund determination. He expressed concerns regarding unaddressed operating costs, insufficient notice, and the long-term financial and legal commitment.

(9:20:08) – Mary Sanada, Carson City resident, opposed the lease-purchase agreement, arguing that it was the most expensive financing option and that cheaper bond alternatives could meet the anticipated timeline. Ms. Sanada questioned the resolution’s reimbursement provisions and assumptions about declining interest rates.

(9:22:54) – Sandra Owens, Carson City resident, opposed the resolution, stating that the actual debt obligation would be approximately \$55 million and that cheaper financing options were available. Ms. Owens also cited the missing redevelopment fund determination and questioned the proposed ownership structure. She urged the Board to place the project on the ballot.

(9:25:39) – Connie Salerno, Carson City resident, asked whether redevelopment funds were legally available for the project while CCMC 2.44.010 remained in effect. Ms. Salerno questioned whether those funds were intended to finance the project.

(9:26:23) – Michael Smith, Carson City resident, urged the Board to obtain an independent comparison of City Hall alternatives before authorizing a 30-year financial commitment. Mr. Smith called for greater transparency and a public vote.

(9:29:13) – Betsy Strasburg, Carson City resident, requested a detailed comparison of the proposed project with existing building alternatives, including the Bank of America proposal. Ms. Strasburg questioned the use of legally available funds, financial assumptions, and the justification for the lease-purchase structure.

(9:32:37) – Mayita Sanchez, Carson City resident, asked how future boards would handle annual appropriations and what would occur if lease payments were not appropriated. Ms. Sanchez urged the Board to document potential risks, financial assumptions, and public-private partnership responsibilities.

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(9:34:09) – Garrett LePire, Carson City resident, supported the project, stating that staff’s analysis showed expanding the existing building would cost approximately \$37 million compared with approximately \$30 million for new construction. Mr. LePire argued that redevelopment funds were restricted and that the City faced a 2029 deadline to relocate services.

(9:37:00) – Teri Preston, Carson City resident, opposed the project, stating that the identified courthouse need was approximately 11,700 square feet and could be accommodated within existing facilities. Ms. Preston questioned the 30-year debt commitment, interest-rate risks, and a lack of tangible alternatives.

(9:39:59) – Dan Leck, Carson City resident, questioned the financing proposal, citing the unaddressed \$8 million parking garage, reliance on a 5 percent interest-rate assumption, and potential total costs approaching \$80 million. Mr. Leck questioned the lack of an appraisal for the project.

(9:43:14) – Lucia Maloney, Carson City resident, supported downtown redevelopment but opposed proceeding without clearer justification for the City Hall and parking garage. Ms. Maloney requested additional cost, parking, and traffic studies. She urged the Board to provide transparent information before voting.

(9:45:59) – Mayor Bagwell closed the public hearing.

(9:46:03) – Mayor Bagwell requested clarification regarding ownership requirements for alternative financing options. Mr. Peterson stated that the City would need to own the building to issue revenue bonds, distinguishing that option from the proposed lease-purchase structure. Mr. Henry stated that bonds could be used to acquire the land upfront and explained that the current process remained in the authorization stage, with additional approvals before the final lease-purchase agreement. He stated that the final agreement would include additional details and a fixed interest rate.

(9:50:13) – Mr. Peterson clarified that the proposed 5 interest rate came from the Hop and Mae Adams Foundation and that the resolution provided flexibility rather than committing the City to a specific rate or reimbursement. He confirmed that the financing process was consistent with prior City projects and anticipated presentation of the final proposal in October or November 2026.

(9:54:53) – MOTION: Supervisor Schuette moved to adopt Resolution No. 2026-R-23. The motion was seconded by Supervisor Giomi.

(9:55:56) – Supervisor White expressed concerns regarding the proposed financing, citing unresolved Redevelopment Authority legality concerns and less expensive alternatives such as expanding the courthouse.

(9:58:13) – Mayor Bagwell called for a vote. The motion carried 4-1-0, with Supervisor White opposed.

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

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15. CITY MANAGER

15.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 109, AN ORDINANCE REPEALING PROVISIONS GOVERNING THE “CARSON CITY CENTER PROJECT” PROPOSED IN 2012, ALSO KNOWN AS THE “NUGGET ECONOMIC DEVELOPMENT PROJECT” OR THE “NUGGET PROJECT”.

(9:58:21) – Mayor Bagwell introduced the item. City Manager Glen Martel referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and noted no changes or additional information since the first reading.

PUBLIC COMMENT

(9:59:16) – Mayor Bagwell entertained public comments. Betsy Strasburg, Carson City resident, opposed the repeal of Carson City Municipal Code (CCMC) 2.44.010, stating that the provision required voter approval before public funding of the Carson City Center and Nugget Economic Development Project. Ms. Strasburg urged the Board to retain or revise the ordinance.

(10:01:27) – Mary Sanada, Carson City resident, cited a citizen initiative supporting a public vote and urged the Board to allow voters to decide on the matter.

(10:03:14) – Sandra Owens, Carson City resident, cited CCMC 2.44.010 and an IRS Form 990-PF for the Hop and Mae Adams Foundation. Ms. Owens argued that the current proposal remained connected to the 2012 Carson City Center project, adding that the repeal would eliminate the voter-approval requirement.

(10:05:54) – MOTION: Supervisor Giomi moved to adopt on second reading Bill No. 109, Ordinance No. 2026-12. The motion was seconded by Supervisor Schuette.

(10:06:07) – Supervisor White stated there was no nexus between the 2012 project and the current project but believed the 2012 ordinance should remain to preserve residents’ ability to vote.

(10:07:17) – Mayor Bagwell called for the vote. The motion carried 4-1-0, with Supervisor White opposed.

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

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15.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSAL MADE PURSUANT TO NRS 33.161 TO 338.168, INCLUSIVE, FROM ADAMS CC DEVELOPMENT, LLC, WHOLLY OWNED BY THE HOP AND MAE ADAMS FOUNDATION, TO DEVELOP, CONSTRUCT, MAINTAIN AND OPERATE A PARKING FACILITY FOR VEHICLES IN DOWNTOWN CARSON CITY, WITH DEDICATION OF A PORTION OF THE COMPLETED FACILITY TO CARSON CITY, AND THE CONSIDERATION OF ANY AGREEMENTS FOR FUTURE EXECUTION, INCLUDING POSSIBLE TERMS AND CONDITIONS, RELATING TO THE PROPOSAL THAT MAY BE REQUIRED BY LAW.

(10:25:52) – Supervisor White read into the record a prepared disclosure statement regarding item 15.b, advised of no disqualifying conflict of interest, and stated that he would participate in discussion and action. Supervisor Giomi read into the record a prepared disclosure statement regarding item 15.b, advised of no disqualifying conflict of interest, and stated that he would participate in discussion and action.

(10:07:24) – Mayor Bagwell introduced the item. Mr. Martel referenced the Staff Report and Supporting Materials, all of which are incorporated into the record. He stated that the proposal followed prior Board direction to conduct due diligence and recommended a public-private partnership. He outlined a tentative schedule including Debt Management Commission review on September 10, Planning Commission review on September 30, draft agreements on October 15, and ordinance readings in November. He emphasized the timeline was not fixed and the Board could discontinue the project. Mr. Martel stated that the proposal followed prior Board direction to conduct due diligence and recommended a public-private partnership. He outlined a tentative schedule including Debt Management Commission review on September 10, Planning Commission review on September 30, draft agreements on October 15, and ordinance readings in November, emphasizing the timeline was not fixed and the Board could discontinue the project.

(10:13:15) – City Asset Services Manager Robert Nellis explained that staff and the District Attorney’s Office had reviewed legal options and preferred a public-private partnership under NRS 338, under which the private entity would develop, construct, maintain, and operate the garage. Chris Mackenzie representing Adam Development LLC, an entity of the Hop and Mae Adams Foundation, described the Hop and Mae Adams Foundation as a longstanding local foundation established for the betterment the City. He stated that the foundation had already incurred significant architectural, legal, and accounting expenses and anticipated contributing more than half of the garage costs.

(10:16:25) – Mayor Bagwell confirmed that all applicable permits, studies, and requirements would still apply and Mr. Nellis stated that the City was negotiating tangible ownership of designated parking spaces, potentially through condominium or deed restrictions. Supervisor Giomi asked about the number of spaces and City cost. Mr. Nellis noted approximately 180 spaces were being considered and that the City would pay only for spaces determined necessary for employees and Board meeting needs. Supervisor Giomi asked about maintenance and Mr. Nellis stated that a third-party operator would maintain the entire facility, with maintenance terms included in the overall agreement. Deputy District Attorney Adam Tully clarified that development-agreement provisions would establish responsibilities, with detailed operating contracts potentially following.

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(10:23:28) – Supervisor Giomi requested free parking for City employees and members of the public conducting City business. Mr. Nellis stated that a voucher system was being considered to provide free parking for City visitors and employees.

PUBLIC COMMENT

(10:27:41) – Mayor Bagwell entertained public comments. Deni French, Carson City resident, emphasized the need for additional information regarding the courthouse, parking, City Hall, and affected streets. Mr. French urged the Board to provide greater transparency before approval.

(10:30:19) – JP Mackey, Carson City resident, requested that the item be paused until a detailed needs assessment and financial impact analysis were provided.

(10:30:51) – Michael Greedy, Carson City resident, questioned whether downtown parking was actually constrained, criticized the proposed garage's location and access, and urged the Board to consider the Town Square proposal as a whole.

(10:34:09) – Mary Sanada, Carson City resident, stated that the proposal appeared to primarily benefit private development and opposed using City resources for economic development.

(10:36:36) – Betsy Strasburg, Carson City resident, stated that downtown parking was adequate and questioned the approximately \$8 million cost for 180 spaces, potential parking fees, and whether the facility primarily supported future private development. Ms. Strasburg emphasized the need for additional real estate and parking information or a public vote.

(10:39:09) – Karen Stephens, Carson City resident, questioned the need for taxpayer funding and the expedited approval process and requested an independent needs assessment and transparent financial analysis.

(10:42:17) – Lucia Maloney, Carson City resident, cited the 2020 Downtown Parking Study presented to the Regional Transportation Committee (RTC), which found adequate parking. Ms. Maloney stated that the need for a new garage had not been demonstrated and questioned whether prevailing wage requirements would apply to the public-private arrangement.

(10:44:14) – Teri Preston, Carson City resident, stated parking facilities were typically leased rather than sold to individual users and opposed using City funds to subsidize private development.

(10:47:24) – Dan Leck, Carson City resident, noted that the City Hall complex cost was approximately \$38 million rather than \$30 million and questioned the project's claimed lack of fiscal impact. Mr. Leck expressed concern that declining commercial assessed values could ultimately shift the financial burden to homeowners and renters.

(10:50:42) – Mayita Sanchez, Carson City resident, urged the City to negotiate stronger terms in the public-private partnership and ensure that the private entity assumed development risk rather than the tax base.

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(10:51:27) – Mayor Bagwell brought the item back up for discussion. Supervisor Schuette asked whether the review process had changed and whether adequate parking would remain available with the proposed City Hall.

(10:52:05) – Mr. Martel stated that established timelines and processes were being followed and that, contingent on approval, the parking garage would proceed to the Planning Commission on September 30, 2026. He stated that future development would require additional parking and that the garage was intended to support city hall and future development. Mr. Martel confirmed that residents attending government meetings or services would receive parking access without a fee under the proposed negotiations.

(10:56:27) – Supervisor Schuette asked why parking garage and city hall funding were separated and Mr. Martel stated that the projects involved separate ownership, agreements, uses, and funding, with the garage anticipated to be funded from cash rather than long-term debt. Supervisor Schuette asked about the benefits of purchasing versus leasing and Mr. Martel stated that the Board preferred ownership of City assets and that ownership would provide long-term value and protect the City's access to parking.

(10:58:58) – Supervisor Giomi stated that a building of the proposed size would be required by code to provide a specified number of parking spaces and that the garage would satisfy that public purpose.

(11:00:21) – Mr. Martel stated that the maximum \$8 million would fund the City's required parking spaces rather than the entire garage and that the private partner would fund the remaining portion. He stated that existing parking provided by the Hop and Mae Adams Foundation would eventually be replaced as development occurred. Mr. Martel clarified that construction of both the city hall and parking garage would be subject to prevailing wage requirements.

(11:02:07) – Supervisor White asked whether the public would pay parking fees when using city-owned spaces. Mr. Martel stated that the current negotiations contemplated fees generally, but residents attending city meetings or services would receive access without a fee through a QR code or similar system.

(11:03:26) – Supervisor White asked whether the project was included in the City's Regional Transportation plan. Mr. Martel stated that the specific project was not included but that RTC had been consulted and that a traffic study would determine necessary improvements.

(11:04:41) – Supervisor White questioned the role of Adams CC Development LLC and the proposed Carson City Development Corporation and Mr. Mackenzie stated that Adams CC Development LLC was the current developer and that the plan was ultimately for a non-profit corporation to own the garage.

(11:06:53) – Supervisor White stated that he could not make several required findings due to transportation compatibility, construction plans, long-term performance, adding that the applicant's organizational details had not been sufficiently established.

(11:11:13) – In response to Supervisor Schuette, Mr. Martel stated that the project had been under consideration for years, with space needs studies and consideration of alternative properties.

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(11:13:19) – In response to Supervisor Giomi, Mr. Mackenzie confirmed that the action would not commit the City to the project but would direct staff to return with an agreement for Board review.

(11:14:06) – MOTION: Supervisor Schuette moved to approve the proposal from Adams CC Development, LLC, having considered the criteria described in Subsection 1 of NRS 338.166 and making the determination that the parking facility will serve a public purpose contingent on the future execution of a written agreement described in Subsection 5 of NRS 338.166, and to direct the City Manager to proceed with all necessary tasks for the preparation of the agreement and any other necessary supporting material to bring back to the Board for acceptance and approval. The motion was seconded by Supervisor Giomi.

(11:18:25) – Mr. Tully clarified that the Board was required to determine whether the project served a public purpose and was required to consider, but not affirmatively find, each of the other listed criteria.

(11:20:11) – Mayor Bagwell called for a vote. The motion passed 4-1-0, with Supervisor White opposed.

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

16. BOARD OF SUPERVISORS

Non-Action Items:

City Manager Update

Status review of projects

Internal communications and administrative matters

Correspondence to the Board of Supervisors

Status reports and comments from the members of the Board

Staff comments and status report

(11:20:32) – Mayor Bagwell introduced the item and entertained Board comments; however, none were forthcoming.

17. PUBLIC COMMENT

(11:20:56) – Mayor Bagwell entertained public comments. Mary Sanada, Carson City resident, expressed disappointment with the Board's decisions and stated that the public's concerns were not being adequately considered.

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(11:21:47) – Michael Greedy questioned inconsistencies regarding parking garage access, East Telegraph Street, and the proposed schedule. Mr. Greedy stated that additional time was needed to evaluate City Hall and parking garage proposals. He expressed concerns that the projects could become a financial burden.

(11:23:41) – Deni French, Carson City resident, expressed concerns regarding the lack of specificity and clarity surrounding the proposals. Mr. French requested clearer explanations and stated that the public's concerns required greater consideration.

(11:26:09) – Mayita Sanchez, Carson City resident, reminded the Board that recommended motions could be amended. Ms. Sanchez expressed concerns regarding dismissive references to the public and emphasized the public's right to participate in discussions concerning City decisions.

(11:27:24) – Betsy Strasburg, Carson City resident, criticized the repeated 4-1 votes and stated that the public lacked sufficient information to understand the resolutions being considered. Ms. Strasburg questioned why decisions were not being made with complete information.

(11:29:23) – Teri Preston, Carson City resident, questioned whether the City Hall and parking garage cost estimates included fixtures, furnishings, equipment, IT, and other costs necessary to occupy and operate the facilities.

(11:31:54) – Karen Stephens, Carson City resident, criticized the city manager's comments regarding the consequences of voting against the item and stated that she did not consider that appropriate policy.

(11:32:38) – Glenn Conant, Carson City resident, expressed opposition to the project and asked why voters were not being given an opportunity to decide whether the project should proceed.

18. FOR POSSIBLE ACTION: TO ADJOURN

(11:33:24) – The meeting was adjourned at 11:33 a.m.

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

This item did not take place.

The Minutes of the September 3, 2026, Carson City Board of Supervisors meeting are so approved on this 1st day of October, 2026.

ATTEST:

LORI BAGWELL, Mayor

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WILLIAM SCOTT HOEN, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed lease assignment to AADF Legacy Airbase, Inc. ("Legacy Airbase") pursuant to an Assignment and Assumption of Ground Lease and Landlord's Consent ("Assignment") of an existing Carson City Airport Lease Agreement, dated April 16, 2014, recorded in the office of the Clerk-Recorder on June 4, 2014, as Doc. No. 444890, and extended for a 10-year term by a First Amendment to Carson City Airport Lease Agreement on November 7, 2024, recorded in the office of the Clerk-Recorder the same day as Doc. No. 550860 ("Lease"), between Carson City and the Carson City Airport Authority ("CCAA"), together as landlord ("Landlord"), and Cactus Air Force, LLC ("Cactus") for property located at the Carson City Airport, Assessor's Parcel Number ("APN") 005-011-89 ("Property"). (Steve Tackes, kcnvlaw.com and Corey Jenkins, cjenkins@flycarsoncity.com)

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

Proposed Motion

I move to approve the Assignment as presented.

Board's Strategic Goal

Economic Development

Previous Action

August 19, 2026 (Item H-3) - The CCAA unanimously approved the Assignment to Legacy Airbase.

November 7, 2024 (Item 8.a) - The Board of Supervisors ("Board") approved the First Amendment to the lease extending the term by 10 years.

May 15, 2014 (Item 9-5) - The Board approved a fifth addendum with a size reduction and split-off of the Cactus sublease recorded as document number 444889.

The Board approved a fourth addendum with a size reduction and split-off of the Byard sublease, recorded on December 6, 2002, as document number 288081.

The Board approved a third addendum extending the term and adding the option for a 10-year extension, recorded on December 19, 1994, as document number 170359.

The Board approved a second addendum adding an additional 30 feet to the lease area, recorded May

13, 1994, as document number 161511.

The Board approved a first addendum to the Mentors Unlimited lease adding a CPI clause, recorded February 17, 1993, as document number 140253.

May 22, 1987 (Item VII.G) - The Board approved the original Mentors Unlimited lease, recorded as document number 58841.

Background/Issues & Analysis

Cactus holds a ground lease on APN 005-011-89. The Lease originated as a sublease under Mentors Unlimited, Inc., and became a standalone airport lease on May 15, 2014. On November 7, 2024, the Board approved a First Amendment that exercised the one-time ten-year extension reserved in the Mentors master lease and increased rent to the then-current appraised Fixed Base Operator (“FBO”) rate of \$0.34 per square foot. Cactus now proposes to assign the lease to Legacy Airbase in connection with a purchase of the leasehold improvements. The CCAA approved the Assignment unanimously on August 19, 2026 (Item H-3). Under the Airport Authority Act for Carson City (Chapter 844, Statutes of Nevada, 1989), leases of Airport land also require Board of Supervisors approval.

The leased premises are the 15,000-square-foot parcel under APN 005-011-89. Cactus originally occupied the site as a sublessee under Mentors Unlimited, Inc. In 2014, the parties, with CCAA and Board approval, severed that sublease into a direct Airport lease so that rent is paid to the Airport rather than through Mentors.

Cactus Air Force has entered into a purchase and sale agreement to transfer the leasehold and improvements to Legacy Airbase. Legacy Airbase is a Nevada 501(c)(3) organization that operates veteran-oriented historic-aircraft programs and a museum.

No change in leased area, permitted use as an aviation leasehold, or base rental rate is proposed as part of the Assignment. The tenant remains responsible for all lease obligations, including rent, insurance, and compliance with Airport rules.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.2833; Airport Authority Act for Carson City, Chapter 844, Statutes of Nevada, 1989

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the proposed Assignment and/or provide alternative direction to staff.

Attachment(s):

[CCAA Assignment.pdf](#)

[2014 06 04r Cactus Air Force Lease doc 0444890.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

APN: 005-011-89

RECORDING REQUESTED BY
AND WHEN RECORDED TO RETURN:

Legacy Airbase
1894 E Williams St. #4-451
Carson City, Nevada 89701

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND LANDLORD'S CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND LANDLORD'S CONSENT ("Assignment"), is executed as of 1st, September 2026, and effective as of the Effective Date (as defined below), by and among CACTUS AIRFORCE, LLC, a Nevada entity having its address at 205 Gold Creek Dr Dayton, NV 89403, ("Assignor") and AADF LEGACY AIRBASE, INC., a Nevada entity, having its address at 1894 E Williams St. #4-451, Carson City, Nevada 89701 ("Assignee"), and CARSON CITY AIRPORT AUTHORITY ("Landlord").

- A. Assignor and Landlord entered into that certain Carson City Airport Lease Agreement effective as of the Effective Date (as amended, the "Ground Lease") between Carson City Airport Authority ("Landlord") attached hereto as Exhibit "A", pursuant to which Landlord agreed to lease to Assignor and Assignor agreed to lease from Landlord those certain real property and appurtenant rights identified therein (the "Leased Premises").
- B. Pursuant to numbered section 9 of the Ground Lease, Landlord's prior written consent is required for any assignment of Assignor's interest the Ground Lease.
- C. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (as amended the "Purchase Agreement"), dated as of September 1, 2026 by and among Assignor as "Seller" and Assignee, as "Purchaser," at the Closing (as defined in the Purchase Agreement), Assignor shall assign and transfer to Assignee all of Assignor's right, title and interest, in and to the Leased Premises and the Ground Lease. The Closing Date as used herein shall have its meaning as set forth in the Purchase Agreement.

D. Landlord has agreed to the assignment of the Ground Lease from Assignor to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, as tenant, in, to and under the Ground Lease, to be effective from and after the Closing.
2. Assumption. Assignee hereby assumes all of Assignor's obligations in, to and under the Ground Lease first accruing after the Closing, to be effective upon the Closing.
3. Indemnification. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability resulting from any breach by Assignee of its obligations as tenant under the Ground Lease occurring after the date of the Closing. Assignor hereby agrees to indemnify, defend and hold Assignee harmless with respect to any loss or liability resulting from any breach by Assignor of its obligations as tenant under the Ground Lease occurring up to and including the date of the Closing.
4. Miscellaneous. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be one instrument. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Nevada. If any action or proceeding is commenced by either party with respect to this Assignment, the prevailing party in such action or proceeding shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorney's fees and costs. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
5. Effective Date of Assignment. This Assignment shall be effective as of the date the Carson City Authority and Carson City execute this Assignment and records this Assignment at the Carson City Records Office ("Effective Date"). In the event the Closing does not occur for any reason whatsoever, this Assignment shall be null and void and no longer effective.

IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

Signatures

ASSIGNOR:

CACTUS AIRFORCE, LLC

By: 

Name: Richard R. Clemens

Title: Manager

ASSIGNEE:

AADF LEGACY AIRBASE, INC.

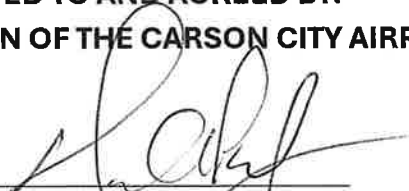
By: 

Name: Darryl Fisher

Title: President

CONSENTED TO AND AGREED BY:

CHAIRMAN OF THE CARSON CITY AIRPORT AUTHORITY

By: 

Name: TIMOTHY A. PULIZ

Title: Chairman

AIRPORT MANAGER:

By: 

Name: Corey Jenkins

Title: Airport Manager

CARSON CITY

The Board of Supervisors of Carson City, Nevada, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

Approved by the Board of Supervisors this ____ day of _____, 2026.

LORI BAGWELL, Mayor

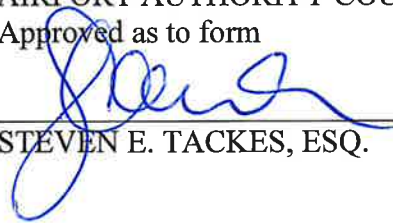
ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

CLERK/RECORDER (or Deputy)

DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form



STEVEN E. TACKES, ESQ.

EXHIBIT A
LEGAL DESCRIPTION

APN: 005-011-89

The parcel underlying Hangar #6 located at 2600 College Parkway, Carson City, NV 89706.

"A certain parcel of land situate in the North 1/2 of the Southeast 1/4 of Section 4, Township 15 North, Range 20 East M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the South 1/16 corner common to Section 3 and 4; thence on a Nevada State plane coordinate system bearing North 71°05'32" West - 2036.03 feet; thence South 71°41'25" East - 15 feet to the POINT OF BEGINNING; thence continuing south 72°41'25" East 241 feet; thence South 17°18'35" West 150 feet; thence North 72°41'25" West 241 feet; thence North 17°18'35" East, 150 feet to the POINT OF BEGINNING. The above-described parcel has an area of 15,000 sq. ft. more or less."

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining.

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2014 JUN -4 PM 3:19

FILE NO. 444890

ALAN GLOVER
CARSON CITY RECORDER

N/C Re

APN _____

APN _____

APN _____

FOR RECORDER'S USE ONLY

Carson City Airport Lease Agreement - Cartus Air
TITLE OF DOCUMENT Force, LLC

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: _____

Kathleen King
Signature

Kathleen King
Print Name & Title

WHEN RECORDED MAIL TO:

Ce Clerk
201 N. Carson St., Ste. 1
Ce, NV 89701

444890

CARSON CITY AIRPORT LEASE AGREEMENT

This lease, made and entered into this 16 day of April, 2014, between Carson City, the Carson City Airport Authority (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and CACTUS AIR FORCE LLC, a Nevada limited liability company (AKA CACTUS AIR FORCE LIMITED LIABILITY COMPANY) (Tenant), whose address is 2600 College Parkway #33 Carson City, Nevada 89706.

WITNESSETH:

WHEREAS, the Tenant and Landlord desire to enter into separate leases for the area previously subleased from Mentors Unlimited Inc., (Original lease recorded as Doc #000170359; Sublease recorded as Doc# 000133264) incorporating the principal terms of said lease and sublease into the Airport; and

WHEREAS, the parties desire to establish such lease in a manner consistent with the Airport Master Plan and Carson City Municipal Code, so as to lease Tenant premises consistent with uses desired by Landlord and to provide economic activity and monetary support to the Carson City Airport; and

THEREFORE, Landlord and Tenant agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the real property located at the Carson City Airport identified as the western-most area approximately 100 feet wide by 150 feet deep as shown on the attached map as the "Buehn Sublease 100 x 150" attached hereto as Exhibit A-1, and as fully described on Exhibit A ("Legal Description") to this lease ("premises"), and the appurtenant rights included in Paragraph 8.

2. TERM. The term shall end on December 7, 2024.

3. RENT. Tenant shall pay to Landlord:

A. \$1,560.00 per year (\$130.00 per month); calculated as \$0.104 per square foot per year for the entire leased area (15,000 sq. ft.) Rent shall be payable monthly with payments thereafter due on the first day of each month. Tenant shall be responsible for the paving of ramp and taxilane area within the leasehold boundaries.

B. Tenant shall not be required to pay, per acre leased, in utilities infrastructure fees for existing utilities, to utilize the utility plant previously installed on the Airport at the expense of the

Airport Authority. However any new utility hookup fees may be assessed by the Carson City Utility Department.

4. CPI ADJUSTMENT. An adjustment of the rental and fees above described shall occur on two year anniversary intervals from January 1, 2014, during the term of this Lease. Such adjustment of rental shall be based upon the percentage change reflected by the Consumer Price Index (hereinafter called the Price Index) for the preceding two year period. The Price Index shall mean the average for "all items" shown on the "U.S. City Average for All Urban Consumers" as promulgated by Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency. Landlord shall measure each two year adjustment using the most recently available report, recognizing that it may be necessary to use a 2 year period with a final quarter ending prior to each December 31 adjustment date. In no event, however, shall any decrease in the Consumer Price Index result in a decrease of the rental below the base rate. For example, if the CPI for December 2013 is 155.0 (1982-1984=100) and for December 2011 is 150.0, then the rent would be adjusted by the difference (155.0-150.0) divided by 150.0 which equals a 3.3% increase.

5. IMPROVEMENTS. Tenant shall maintain the existing improvements. For all new construction upon the premises, Tenant shall meet the construction requirements and standards adopted by Landlord pursuant to Title 19 of the Carson City Municipal Code.

6. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:

A. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to Tenant.

B. Abandonment and vacation of the premises (failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).

C. Violation of Tenant or its contractors, and/or subcontractors of the terms and conditions of this Agreement, as determined by Landlord at its sole discretion. If such default is not cured, within ten (10) days after written notice thereof from Landlord to Tenant, Landlord may, at its sole discretion, suspend or terminate this Agreement.

D. Failure of Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada, or Carson City.

444890

- D. Filing a petition of voluntary or involuntary bankruptcy.
- E. The making by the tenant of any general assignment for the benefit of creditors.
- F. Violation of any of these standards, rules, and regulations, or failure to maintain current licenses required for the permitted operation.
- G. Failure to provide the required certificates of insurance if such failure continues after 10 days written notice.
- H. Failure to complete construction of the facilities as required by this Lease and any exhibits or amendments thereto, or extensions granted by action of the Airport Authority at a publicly noticed meeting. Landlord may terminate this Lease under this subsection H at its sole discretion, with thirty (30) days written notice of its intention to terminate this Lease.

Notices given under this paragraph must specify the alleged default and the applicable lease provisions, and must demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, within the applicable period of time, or quit the premises. No such notice will be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

7. REMEDIES. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative to any remedies now or later allowed by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the Landlord for the account of Tenant may be deemed to be additional charges and the same may, at the option of Landlord, be added to any amounts then due or thereafter falling due.

A. Penalties. Landlord or City may assess any penalties permitted under Carson City Municipal Code Title 19, or any penalties otherwise provided by law if the default constitutes a violation of law.

B. Tenant's right to possession not terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in

reletting the premises. Reletting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting.

If Landlord elects to relet the premises as provided in this paragraph, rent that Landlord receives from reletting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including maintenance, incurred by Landlord in reletting;

Third, rent due and unpaid under this lease, after deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord received from reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from reletting is less than the rent due on the date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs including for maintenance Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

C. Termination of Tenant's right to possession. Landlord can terminate Tenant's right to possession of the premises at any time after default. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant the unpaid rent that had been earned at the time of termination of this lease, and any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

8. APPURTENANT RIGHTS AND RESTRICTIONS.

A. Tenant may use the premises primarily for the storage of aircraft; machinery, parts and tools associated with the stored aircraft; office space associated with the

stored aircraft, and the permitted FBO activities identified below. Tenant is expressly prohibited from conducting any activity at the Carson City Airport other than that provided by this Agreement or as may be approved by Landlord. Landlord hereby designated Tenant as a Class I Fixed Base Operator within the meaning of Section 19.02.020.350 of the Carson City Municipal Code.

Tenant is specifically permitted but not required to offer the following services:

1. Sales of new and used aircraft, including demonstrations of aircraft for sale.
2. Sales of aircraft parts, retail and wholesale, radio and electronic equipment, navigation and airman supplies and accessories.
3. Flight operations, rental and charter (with or without pilot), air taxi and air ambulance.
4. Flight training (primary and/or advanced).
5. Maintenance, repair and overhaul of all types of aircraft, engines, instruments, radio and electronic gear.
6. Aircraft interior work.
7. Aircraft finishing and painting.
8. Aircraft storage and tie-down.
9. Any other service or activity which may be provided by a Fixed Base Operator under the rules and regulations of Landlord, including but not limited to the services and activities enumerated in Section 19.02.020.350 of the Carson City Municipal Code, provided that such other service or activity is approved by Landlord through formal action.

Tenant may conduct such non-aviation business upon the premises as are otherwise permitted by law and do not otherwise interfere with the aviation uses permitted under this Lease and other leases on this airport. Landlord's decision shall be final as to claims of conflict over interfering uses. No person may live in, or otherwise inhabit, any hangars constructed on the property leased. AIRCRAFT- All aircraft stored on the leased area must be registered as personal property in Carson City, Nevada, unless such aircraft are transient and are not on the leased area for more than 21 days. Tenant shall supply Landlord with evidence of the registration

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and taxation information on the one year anniversaries of this lease, or upon such shorter period as may be requested by the Airport Manager.

B. Ingress and Egress. Tenant shall have full and unimpaired access to the premises at all times and a nonexclusive right to use the taxiways between premises and runway. Tenant shall be responsible for, and control the access to, the premises. Access between the leasehold and Airport shall comply with the Landlord's rules, regulations, or access plans and any rules or security regulations which may have been established or shall be established in the future by the FAA, the Transportation Security Administration (TSA) or the State of Nevada. To the extent that the Airport utilizes a key card or other gate control system, and charges Airport users for such system, Tenant shall be entitled to use the system upon the same terms, conditions and charges as other Airport users.

C. Right of Entry. Landlord, or its designated Airport Manager or agent, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection deemed expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this Agreement.

D. Air Space and Subsurface Rights. This lease confers no rights to the subsurface of the land more than five (5) feet below the ground level of the premises or to airspace more than ten (10) feet above the top of the roof of the building or buildings that is a part of the premises. Exported material must be approved by the Landlord as to placement or sale. Tenant acknowledges that Landlord is the owner of the dirt material in place at the time of lease. All exemptions or applications must have the prior approval of Landlord.

E. Federal Requirements.

1. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that Tenant shall comply with all Federal Aviation Regulations (FARs) applicable to Tenant's operations on the premises. The Tenant acknowledges that the Airport is the recipient of FAA Airport Improvement Program funds and other federal funds. The Tenant shall take no action which violates or causes others to violate the Assurances

granted to the FAA in conjunction with such federal funding. Such assurances include, but are not limited to compliance with:

- a. Title 49, USC, subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. (if applicable)
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended
- q Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. (if applicable)
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. Such Executive Orders as may be applicable to FAA AIP funding.
- z. Such Federal Regulations as may be applicable to FAA AIP funding, and such other OMB Circulars as may apply and are listed at http://www.faa.gov/airports_airtraffic/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf or such updated listing at the official website maintained by the FAA.

2. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration covenants and agrees as a covenant running with the land that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the

benefits of, or be otherwise subject to discrimination in the use of the facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

3. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

4. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users and it must charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach of this Agreement and in the event of such noncompliance, the Landlord shall have the right to terminate this lease Agreement without liability or at the election of the Landlord or the United States; either or both governments shall have the right to judicially enforce these provisions.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement by which the Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the leased premises.

7. If the conduct of business is permitted on the premises, the Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The

Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

8. The Landlord reserves the right to further develop or improve the landing area of the Carson City Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. The Landlord reserves the right, but shall not be obligated to the Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, or maintenance of the Airport.

11. The Landlord, its successors and assigns, for the use and benefit of the public, does reserve a right of flight for the passage of aircraft in the airspace above the surface of the lease premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Carson City Airport.

12. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

13. The Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises to a height more than ten (10) feet above the highest part of Tenant's building. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

14. The Tenant, by accepting this lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Carson City Airport or otherwise constitutes a hazard. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.

15. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

F. Tenant assures complete compliance with the Carson City Airport Rules and Regulations upon leased premises.

9. ASSIGNMENT AND SUBLEASING. Tenant shall have no right to assign or sublet its interest in this lease except upon Landlord's prior consent. Any such assignment or sublease will be binding to assignees/sublessees on all terms and conditions in this lease.

Tenant shall have the right to assign, pledge, or hypothecate this lease for the purpose of securing additional financing, upon the prior approval of Landlord.

The parties agree that a transfer of corporate interests in excess of twenty-five percent (25%) shall be deemed an assignment of this lease. The term "corporate interests" shall include corporate ownership, or the ownership of any partnership, trust, Limited Liability Company and other entity for ownership by more than one person permitted by Nevada law.

The Landlord reserves the right to assign, pledge, or hypothecate this Agreement upon notice to the Tenant.

10. INSURANCE AND BONDING.

A. Coverage. As a condition precedent to this lease, Tenant shall provide, at his own cost, insurance coverage in the amount of TWO MILLION DOLLARS (\$2,000,000.00), the category to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage including owned and non-owned aircraft, for any

claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Carson City Airport.

2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.

3. Statutory workers' compensation and employer's liability coverage to the extent required by law.

4. Fire and extended coverage and vandalism and malicious mischief insurance, as provided by the lease Agreements, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

B. Insured Includes. Landlord and Carson City must be named as an additional insured and requires that the insurance carrier underwriting such coverage give the Landlord thirty (30) days written notice prior to cancellation of or material alteration to the policy.

Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, and renewals or extensions of same.

C. Review of Insurance coverage. Landlord and Carson City reserve the right, every five years, to review and adjust the amount of insurance coverage required.

D. Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this Lease, until the time Tenant surrenders the premises.

11. HOLD HARMLESS. The Tenant, in consideration of the Landlord's agreement to lease certain real property to Tenant pursuant to this Agreement, agrees that at all times during the term of this Agreement, Tenant shall indemnify and defend, saving harmless Carson City, Landlord, its officers, boards, commissions, agents, and employees from any and all claims directly related to or connected with the use of occupation of the leasehold property by any person whatsoever on account of property damage, injury, or death of a person or persons acting on behalf of, or upon the request of, the Tenant during the term of this Agreement.

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The Tenant further agrees to indemnify Carson City and Landlord from environmental liability for contamination or damage to the premises and any adjacent area to the premises related or connected with the occupation or use of the leasehold property..

Carson City, Landlord, its officers' boards, commissions, agents, and employees shall be held harmless in all respect for any cost, expense, or liability of any nature which may be incurred by the Tenant during the term of this Agreement.

12. ENVIRONMENTAL. The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws and Permits. The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands except in strict compliance with Environmental Laws and any applicable Permits;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environmental by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws.

Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands, except in compliance with applicable Environmental Laws. If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands in a manner other than that authorized under Environmental Laws, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent. If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands, the Tenant will take all necessary action, at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction. Upon the request of the Landlord, from time to time, the Tenant will

provide to the Landlord satisfactory documentary evidence that all environmental permits are valid and in good standing.

Environmental Indemnity. The Tenant will indemnify and save harmless Carson City, Landlord, its officers, directors, employees, agents and shareholders, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and shareholders, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section;
 - (b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands;
 - (c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands; or
 - (d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands;
- and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

13. **MAINTENANCE.** Landlord is not required to provide any maintenance, repairs, removal, and construction of gross area leased or of buildings or facilities erected by Tenant.

Tenant shall provide and pay for all light, gas, electric, water, janitorial, and sewer charges used or incurred in or about the lease premises.

Tenant shall maintain all leased areas, salvage and rehabilitation areas, displays, storage areas, landscaping, pavement, facilities, and structures in a state of repair and good appearance acceptable to the Landlord. Landlord shall have sole discretion in interpreting and enforcing all Federal, State, and local rules, regulations, codes, and ordinances in determining what is, or is not, acceptable.

Landlord may require Tenant to perform all necessary maintenance, repairs, removal, construction or cleaning/clearing of unsightly areas upon the leased premises. In the event such maintenance, repairs, removal, construction, or cleaning/clearing of unsightly areas is not undertaken as required, Landlord may perform such maintenance, repairs, removal, construction, or

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cleaning/clearing of unsightly areas on behalf of Tenant and at Tenant's expense, plus ten percent (10%) for administration.

14. TAX OBLIGATION. Tenant shall pay all taxes and assessment against any buildings or other structures and improvements used by Tenant in its operations, and if imposed at any future date, any and all real property taxes assessed against the land leased from Landlord, including any possessory interest taxes.

15. REMOVAL OF BUILDINGS AND IMPROVEMENTS. Tenant shall remove at his cost all buildings and improvements upon termination of the Agreement and restore the premises to its original condition. Title in building and improvements shall at all times during the lease term remain in the Tenant. The Landlord shall have the option on expiration of lease period, or upon termination of this lease, to take title of the buildings and improvements, at no cost or obligation to Landlord, in lieu of Tenant's obligation to restore the premises to its original condition.

16. REPORTING. Anything that affects the safe and efficient operation of the Carson City Airport shall be immediately reported to Landlord or the designated Airport Manager.

17. AMENDMENTS. Any amendments to this lease require approval by the Landlord, Carson City and Tenant. All proposed amendments must be submitted in writing to Landlord for review and placement before a regularly scheduled meeting of the Carson City Airport Authority for consideration.

18. GENERAL. It is understood and agreed that each and all the terms of this Lease are subject to the regulations and provisions of law applicable to the operation of the Carson City Airport as a Federal Aid Airport Project. If any provision of this Lease is invalid, the other provisions of the Lease which are valid shall remain in effect, and the Lease will be re-negotiated to comply with the requirements of the applicable laws and regulations. In the event that negotiation attempts are unsuccessful, either party may petition the First Judicial District Court, which shall then be entitled to establish such replacement provisions or issue such rulings as are just, for the purpose of satisfying the intent of the Lease provisions.

The Tenant agrees to observe and obey during the terms of this Lease all laws, rules, and regulations promulgated and enforced by the State of Nevada, Carson City, and by any other proper authority having jurisdiction over the conduct of operations at the Carson Airport.

Landlord and the Carson City Sheriff's Office shall have complete dominion over the premises herein during the term of this Lease for the purpose of, and to the extent necessary, to

maintain law, order, and safety, and has the authority and the right to deny access to the Carson Airport by any person who fails to obey all relevant laws, rules, and regulations.

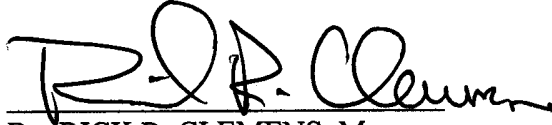
19. NOTICES. It is agreed that any notice to be given or served upon either party shall be sufficient if sent by certified mail, postage prepaid, addressed to the address of the party listed at the beginning of this Lease, or to such other address as may be designated in writing by such party.

20. ADDITIONAL CONDITIONS. Unless otherwise provided, Tenant shall comply with the Development/Construction Standards set forth in Appendix A. Unless otherwise provided, all construction materials, appearance, and building size shall be completed as represented in the bid submissions.

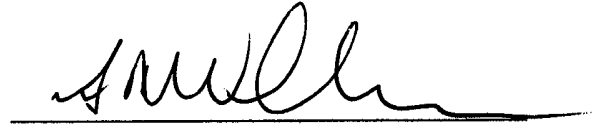
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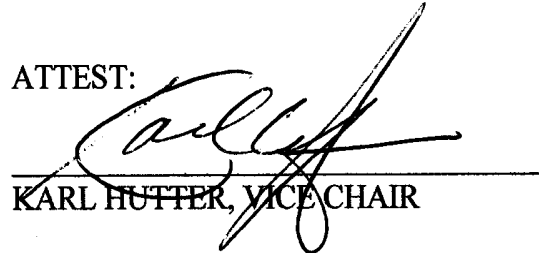
TENANT
CACTUS AIR FORCE, LLC , aka
CACTUS AIR FORCE LIMITED
LIABILITY COMPANY


By: RICK R. CLEMENS, Manager

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY, NEVADA


GUY WILLIAMS, CHAIRMAN

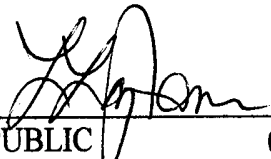
ATTEST:


KARL HUTTER, VICE CHAIR

STATE OF NEVADA)
 : SS
COUNTY OF Carson City

On this 17th day of April, 2014, before me, the undersigned, a Notary Public, personally appeared RICK R. CLEMENS, Manager, Cactus Air Force LLC, known or proved to me to be the person described herein, who executed the foregoing instrument, and he acknowledged to me, that he has the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


NOTARY PUBLIC (SEAL)



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CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease, and the right and authority of the Authority to lease the Lease Parcel to Tenant.

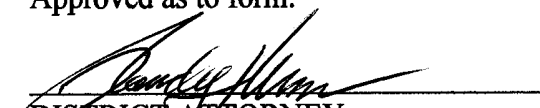
Approved by the Board of Supervisors this 15th day of May, 2014.


ROBERT L. CROWELL, Mayor

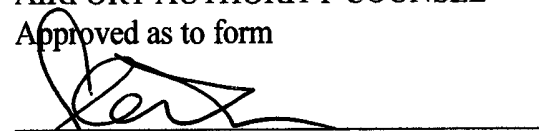
ATTEST:


ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form


STEVEN E. TACKES, ESQ.

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EXHIBIT A- Legal Description

"A certain parcel of land situate in the north 1/2 of the southeast 1/4 of section 4, township 15 north, range 20 east, M.D.B.&M., Carson City, Nevada, said parcel being more particularly described to wit:

Commencing at the south 1/16 corner common to section 3 and 4; thence on a Nevada State plane coordinate system bearing north 71°05'32" west - 2036.03 feet; thence south 71°41'25" east - 15 feet to the point of beginning; thence continuing south 72°41'25" east - 241 100 feet; thence south 17°18'35" west - 150 feet; thence north 72°41'25" west - 241 100 feet; thence north 17°18'35" east - 150 feet to the point of beginning. The above described parcel has an area of 15,000 sq. ft. more or less."

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining.

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**APPENDIX A
CARSON CITY AIRPORT AUTHORITY**

DEVELOPMENT/CONSTRUCTION STANDARDS

CODE REQUIREMENTS - ALL CONSTRUCTION SHALL MEET ALL CARSON CODES AND REQUIREMENTS INCLUDING THE CARSON CITY AIRPORT AUTHORITY (C.C.A.A.)

OUTSIDE STORAGE AREA - T-HANGERS, SHOP-HANGERS/OFFICE BUILDINGS ETC. SHALL NOT HAVE OUTSIDE STORAGE OF ANY KIND.

WATER - WATER SERVICE SHALL BE BROUGHT TO THE PROPERTY BY THE LEASE HOLDER.

FIRE HYDRANTS - FIRE HYDRANTS MAY BE REQUIRED PURSUANT TO FIRE DEPARTMENT REGULATIONS AND ARE THE LEASEHOLDERS RESPONSIBILITY.

POWER - ELECTRIC POWER SHALL BE REQUIRED TO EACH BUILDING.

FLOORS - GROUND LEVEL CONCRETE FLOORS SHALL BE REQUIRED IN EACH BUILDING.

COLORS - EXTERIOR BUILDING COLORS SHALL BE LIMITED TO BLUE AND TAN MATCHING EXISTING STRUCTURES.

DOOR HEIGHT - T-HANGARS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 12 FT. LARGER OR MULTIPLE AIRCRAFT HANGERS MUST HAVE A MINIMUM DOOR HEIGHT CLEAR SPAN OF 19 FT. UNLESS APPROVED OTHERWISE BY THE AIRPORT AUTHORITY.

NEW CONSTRUCTION - ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION.

LIGHTING - SECURITY LIGHTING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

PARKING - PARKING SPACES SHALL NOT BE REQUIRED FOR HANGARS LOCATED ON THE INTERIOR OF THE AIRPORT. FOR HANGERS THAT ARE LOCATED WITH EXTERIOR ACCESS OR FRONTAGE, ENOUGH SPACES DEEMED PROPER FOR THE SIZE OF THAT BUILDING WILL BE REQUIRED AND WILL BE IN COMPLIANCE WITH THE APPLICABLE CITY CODES. NO PARKING OR STORAGE WILL BE PERMITTED ON AIRPORT PROPERTIES. AUTOMOBILE PARKING WILL BE RESTRICTED TO THE INDIVIDUAL'S LEASEHOLD BUT WILL NOT ALLOW FOR THE EXTERIOR STORAGE OF BOATS, CONTAINERS, RV'S, TRAILERS, WRECKED AIRCRAFT ETC.

FENCING - IF APPROPRIATE, PROPERTIES, WITH EXTERIOR BOUNDARIES SHALL PROVIDE SECURITY FENCING. SAID SECURITY FENCING SHALL BE REQUIRED WITH CONSTRUCTION OF THE STRUCTURE. ALL FENCING SHALL BE 6 FT. HIGH, CHAIN LINK FENCE OR BETTER.

TRASH - ALL PROPERTY, FENCE AND BUILDING LINES SHALL BE KEPT CLEAR OF WEEDS, TRASH, AND LITTER. LANDSCAPING SHALL BE AT THE DISCRETION OF THE AIRPORT AUTHORITY.

444890

APN 005-011-89

When Recorded, Return To:

Corey Jenkins, Airport Manager
Carson City Airport
2600 College Parkway #6
Carson City, NV 89706

**FIRST AMENDMENT TO
CARSON CITY AIRPORT LEASE AGREEMENT**

This First Amendment to lease, made and entered into this 16th day of October, 2024, between the CARSON CITY AIRPORT AUTHORITY (Landlord), whose address is 2600 College Parkway #6 Carson City, Nevada 89706, and CACTUS AIR FORCE, LLC, a Nevada Limited Liability Company (Tenant), whose address is 2600 College Parkway #33, Carson City, Nevada 89706.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease regarding a certain portion of the Carson City Airport, per an original lease dated April 16, 2014 recorded June 4, 2014, as Doc. No. 444890 (the "Lease").

WHEREAS, the Lease is scheduled to expire on December 7, 2024.

WHEREAS, Tenant's Lease was originally a sublease under a Master Lease held by Mentors Unlimited, Inc., a Nevada corporation ("Mentors"); Mentors Master Lease provided: "Upon further negotiation and if agreement as to terms is reached by both parties, then in that event the term of the lease may be extended for a period of ten (10) years. (Mentors Lease, Section 1 on p1)"

WHEREAS, the Landlord engaged an MAI certified appraiser for other similar land on the Carson City Airport, and that the most recent and current appraisal of land for FBO commercial leases without direct public road access is \$0.34 per sq. ft per year.

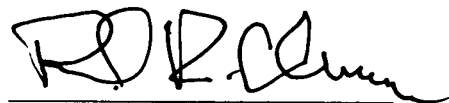
WHEREAS, the parties desire to extend the Lease and thereby execute this Amendment allowing for the one time extension provided for in the Mentors Master Lease.

THEREFORE, Landlord and Tenant agree as follows:

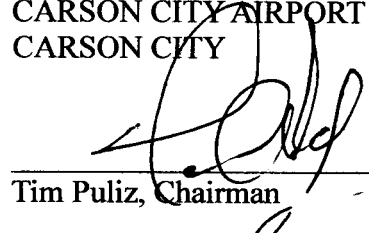
1. The Lease is extended for 10 years with a new expiration date of December 7, 2034.

2. The rental amount is increased upon approval of this Amendment to \$0.34 per sq. ft. per year (15,000 sq ft times \$0.34 equals \$5,100 per year, or \$425 per month). The CPI provision set forth in the Lease shall continue to apply on two year anniversary intervals from January 1, 2024 (Lease, Section 4 on p2).
3. All other terms and conditions of the Lease are unchanged.

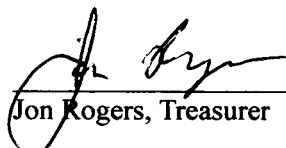
TENANT
CACTUS AIR FORCE, LLC.


Rick R. Clemens, Manager

LANDLORD
CARSON CITY AIRPORT AUTHORITY
CARSON CITY


Tim Puliz, Chairman

ATTEST:


Jon Rogers, Treasurer

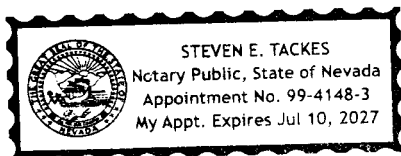
STATE OF NEVADA)

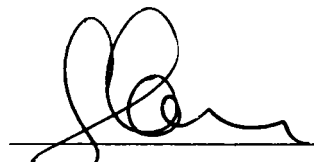
: SS

CARSON CITY)

On this 16 day of October, before me, the undersigned, a Notary Public, personally appeared Rich R. Clemens, Manager of CACTUS AIR FORCE, LLC, known (or proved) to me to be the person described herein, who executed the foregoing instrument, and they acknowledged to me, that they have the requisite authority and executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

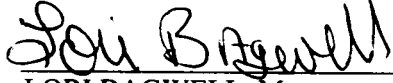
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.




NOTARY PUBLIC (SEAL)

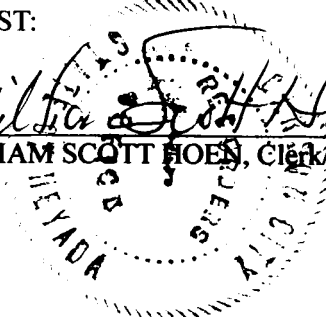
CARSON CITY

Approved by the Board of Supervisors this 7th day of November, 2024.


LORI BAGWELL, Mayor

ATTEST:

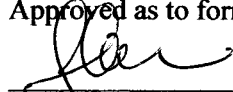

WILLIAM SCOTT HOEN, Clerk/Recorder



CITY'S LEGAL COUNSEL
Approved as to form.


DISTRICT ATTORNEY
Todd Reese

AIRPORT AUTHORITY COUNSEL
Approved as to form


STEVEN E. TACKES, ESQ.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the issuance of a revised notice of termination to supersede a previously issued notice of lease termination and to extend the date by which Vitality Unlimited, a nonprofit Nevada corporation (“Vitality”), must vacate the building located on 900 East Long Street, Assessor’s Parcel Number 002-121-19 (“Premises”), from December 31, 2026, to February 19, 2027. (Glen Martel, gmartel@carsoncity.gov)

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

Proposed Motion

I move to direct the City Manager to issue a revised notice of lease termination to Vitality to extend the date by which Vitality must vacate the Premises, from December 31, 2026, to February 19, 2027.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

April 2, 2026 (Item 14A) – The Board of Supervisors (“Board”) directed the City Manager to issue a notice of lease termination to Vitality with instruction for Vitality to vacate the Premises by not later than December 31, 2026.

December 21, 2017 (Item 15A) – The Board approved a services agreement, Contract no. 1718-118, between the City and Vitality, which included the Lease that terminated on December 31, 2020, after which time Vitality has been occupying the Premises on a month-to-month basis as a holdover tenant.

October 19, 2017 (Item 11) – The Board approved a Lease Extension for extension of a prior lease to December 31, 2017.

March 6, 2014 (Item 8-4) – The Board approved a lease agreement between the City and Vitality.

Background/Issues & Analysis

On December 21, 2017, the Board approved a services agreement, Contract no. 1718-118, which included the Lease between Vitality and Carson City commencing on the date of the Board’s approval through December 31, 2020. The services provided by Vitality under the contract served as consideration for the Lease. Since the Lease expired, Vitality has been in month-to-month holdover tenancy status pursuant to Section 14 of the Lease while it pursues the lease, purchase or construction of a new residential treatment facility. Under Section 14 of the Lease, the holdover tenancy may be

terminated by the City after issuance of a written notice of termination not less than 10 days before the end of the month.

On June 5, 2025, the Board approved Contract no. 25300374 for TSK Architects to provide design and construction support services for the Courthouse Renovation Project (“Project”). Prior to construction beginning, it is important for the Carson City Department of Health and Human Services (“HHS”) staff currently located at 1711 North Roop Street (“Annex”) to relocate to the second floor of the HHS building occupied by Vitality. This is the critical first step for the Project, enabling the Department of Alternative Sentencing (“DAS”) to vacate the Courthouse and relocate to the Annex so construction of a new judges’ chambers may begin as a component of the Project. Both the Annex and the leased Premises will require months of renovation work before the facilities are ready for occupancy by HHS and DAS.

On October 13, 2025, Vitality submitted the architectural plans for a new residential treatment facility to the Carson City Community Development Department (now the Community and Economic Development Department), Building Division. Project construction completion per those plans was initially anticipated for December 2026. Accordingly and upon staff recommendation, the Board directed the City Manager to issue a notice of lease termination to Vitality with instruction for Vitality to vacate the leased Premises by not later than December 31, 2026. Due to unexpected delays, however, the completion of Vitality’s new facility is now anticipated for mid-February 2027. As a result, Vitality has requested that the City extend the date by which Vitality must vacate the Premises. City staff has confirmed that granting Vitality’s request will not interfere with the City’s Project and therefore recommends approval of the extension.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.284; Lease Agreement between Vitality and Carson City

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):

[1718-118 Executed Contract_Vitality Lease Attached.pdf](#)

[Vitality Unlimited Lease Extension #480388.pdf](#)

[Vitality Letter.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: December 21, 2017

Staff Contact: Nicki Aaker (naaker@carson.org); Iris Yowell (iyowell@carson.org)

Agenda Title: For Possible Action: To approve contract no. 1718-118, a services agreement between Carson City and Vitality Unlimited, a non-profit Nevada corporation.

Staff Summary: Vitality Unlimited, a non-profit Nevada corporation, entered into a lease agreement for 6,998 square feet at 900 East Long Street; Carson City, Nevada on March 17, 2014 which expired on October 31, 2017. On October 19, 2017, the Board of Supervisors extended the lease agreement to December 31, 2017. This service agreement is in conjunction with the lease agreement and sets forth the services to be provided by Vitality Unlimited an exchange in consideration for the lease agreement pursuant to NRS 244.284.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve contract no. 1718-118, a services agreement between Carson City and Vitality Unlimited, a non-profit Nevada corporation.

Board's Strategic Goal

Quality of Life

Previous Action

There is a services agreement that is currently in place for paid services (Contract #1516-027).

Background/Issues & Analysis

There is a services agreement currently in place for paid services with Vitality Unlimited. In that agreement, the cost is \$1500 per bed or placement at the Vitality center.

This services agreement is being offered as consideration for the lease agreement pursuant to NRS 244.284. In exchange for the lease being offered to Vitality pursuant to NRS 244.284, three beds will be provided at no cost to the court for placement of patients in need of treatment.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332 and Carson City Purchasing Resolution #1990-R71 authorizes the City of Carson City to approve and accept contracts.

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number:

Is it currently budgeted? ☐ Yes ☐ No

161

Explanation of Fiscal Impact: No expenses will be paid as a result of this service agreement. Carson City will receive services from Vitality Unlimited, a non-profit Nevada corporation, as exchange in consideration for the lease agreement with no rent.

Alternatives

Do not approve the services agreement between Carson City and Vitality Unlimited, a non-profit Nevada corporation.

Board Action Taken:

Motion: App

- 1) BB
2) JB

Aye/Nay

5/0

APP
(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Vitality Unlimited, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'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); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No.1718-118 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

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

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

2.4 **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to CITY.

For P&C Use Only	
CCBL expires	12/31/18
NVCL expires	N/A
GL expires	10/16/18
AL expires	10/16/18
WC expires	1/1/19

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

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

2.6 Before commencing with the performance of any **SERVICES** under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** 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 **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all **SERVICES** done by **CONTRACTOR** 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 **CONTRACTOR** 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 This Contract shall be effective from December 21 2107, subject to Carson City Board of Supervisors' approval (anticipated to be December 21, 2017) to December 31, 2020, 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 Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Ester Quilici, Director
Vitality Unlimited
3740 Idaho Street
Elko, NV 89801
775-738-8004/FAX: 775-753-5418
(vc_coo@frontiernet.net)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

- 4.3 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2107
Lrader@carson.org

5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Exhibit A** (SCOPE OF WORK) and as consideration for the **SERVICES** specified in the Scope of Work, the City will be leasing the property to **CONTRACTOR** pursuant to NRS 244.284 (Lease Agreement Attached as Exhibit B).

5.2 **CONTRACTOR** agrees that Exhibit B 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** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

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 **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a 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 **CONTRACTOR**.

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 **CONTRACTOR** 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. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of **SERVICES** not performed, or unabsorbed overhead, in the event of a convenience termination.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

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

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

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'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 **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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

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 seven (7) 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

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

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** 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

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 the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7.7 Dual Termination of Services Contract and Lease (Exhibit B).

The parties agree that this independent contractor agreement will terminate in the event the lease is terminated for any reason (lease attached as Exhibit B).

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 **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the fiscal year budget in existence at the time of the breach. CONTRACTOR'S tort liability shall not be limited.

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 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. INDEPENDENT CONTRACTOR:

12.1 CONTRACTOR, 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 CONTRACTOR is associated with CITY only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. CONTRACTOR is and shall be an independent contractor and, subject only to the terms

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
Title: VITALITY SERVICES CONTRACT

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 **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, 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, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** 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 **CONTRACTOR**, as an Independent contractor and not an employee of CITY, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. CITY shall have no liability except as specifically provided in this Contract.

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

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

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 **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONTRACTOR** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-118
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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 **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.
- 13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.
- 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, **CONTRACTOR** 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:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 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 **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve

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CONTRACTOR of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

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 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.

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

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

13.22 PROFESSIONAL LIABILITY INSURANCE

- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

INDEPENDENT CONTRACTOR AGREEMENT
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14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** 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:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

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. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

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 **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

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

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

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

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

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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:

CONTRACTOR 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. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any **SERVICES** performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

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

27. ENTIRE CONTRACT AND MODIFICATION:

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

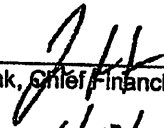
INDEPENDENT CONTRACTOR AGREEMENT
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28. ACKNOWLEDGMENT AND EXECUTION:

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:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2107
Lrader@carson.org

By: 
Jason Link, Chief Financial Officer

Dated 1/17/2018

CITY'S LEGAL COUNSEL
Carson City District Attorney

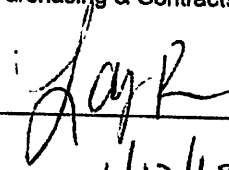
I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

Dated 1/2/2018

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Laura Rader, CPPB
Purchasing & Contracts Administrator

By: 

Dated 1/17/18

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

CONTRACTOR

BY: Ester Quilici

TITLE: Director

FIRM: Vitality Unlimited

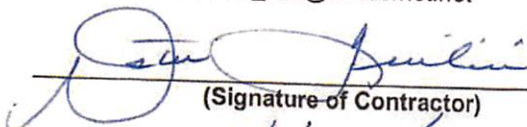
CARSON CITY BUSINESS LICENSE #: 17-00030295

Address: 3740 Idaho Street

City: Elko State: NV Zip Code: 89801

Telephone: 775-738-8004/FAX: 775-753-5418

E-mail Address: vc_coo@frontiernet.net

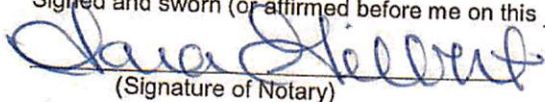

(Signature of Contractor)
DATED 2/6/2018

STATE OF Nevada

County of ELKO

)ss

Signed and sworn (or affirmed before me on this 6 day of February, 2018


(Signature of Notary)

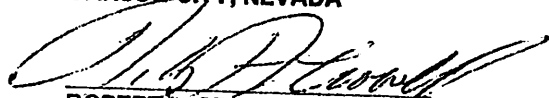


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CONTRACT ACCEPTANCE AND EXECUTION:

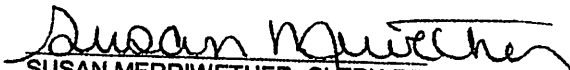
The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 21, 2017 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-118**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


ROBERT L. CROWELL, MAYOR

DATED this 21st day of December, 2017.

ATTEST:


SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 21st day of December, 2017.

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EXHIBIT A

SCOPE OF WORK

1. **VITALITY UNLIMITED** shall provide and perform the following services for and on behalf of CITY hereinafter referred to as the "SERVICES":
 - 1.1 **VITALITY UNLIMITED** agrees to provide all required professional services as necessary to satisfy the intended purposes of this contract. **VITALITY UNLIMITED** represents that it and/or the persons it may employ possess all skills, training, certification and licenses necessary to perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as it customarily performed by a person who is in the business of providing such services in similar circumstances. **VITALITY UNLIMITED** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished. **VITALITY UNLIMITED** agrees to have a minimum of one fully licensed counselor on the premises at all times. Fully licensed counselor means that the individual must be certified by the State of Nevada as a Certified Alcohol and Drug Abuse Counselor. **VITALITY UNLIMITED** agrees that no interns will be used to satisfy this requirement.
 - 1.2 **VITALITY UNLIMITED** agrees that medically appropriate placement into a detoxification and substance use treatment center is a healthier alternative for clients than jail. Therefore, **VITALITY UNLIMITED** agrees to collaboratively work with the CITY's referral systems to prioritize placement into **VITALITY UNLIMITED's** detoxification treatment, residential treatment and civil protection custody in accordance with medical, safety and statutory/regulatory requirements.
 - 1.3 **VITALITY UNLIMITED** further agrees that civil protection custody will be provided to no less than 48 individuals at no cost to the CITY per year.
 - 1.4 **VITALITY UNLIMITED** additionally agrees that residential treatment that includes detoxification treatment will be provided to no less than 36 individuals referred by the Carson City Justice or Municipal Specialty Courts at no cost to the CITY per year.
 - 1.5 The above does not preclude **VITALITY UNLIMITED** from charging other payer sources, such as, but not limited to; private pay, third party insurance, grants and foundational funding. **VITALITY UNLIMITED** will not be in breach of this agreement or the lease agreement if the numbers in 1.3 & 1.4 are not met due to a lack of referrals by the CITY.
 - 1.6 **VITALITY UNLIMITED** agrees to provide a dedicated contact person for all criminal justice activities within Carson City to ensure there is a consistent message across the organization.
 - 1.7 **VITALITY UNLIMITED** agrees to submit to Carson City Sheriff's Office quarterly CPC utilization reports, in a mutual agreeable format.
 - 1.8 **VITALITY UNLIMITED** agrees to provide the HIPAA compliant Consent for Disclosure of Confidential Substance Abuse Information Release Forms, to CLIENTS (Template - Exhibits 1 & 2). **VITALITY UNLIMITED** will release information in compliance based upon the completed documentation and adherence to the Health Insurance Portability and

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Accountability Act (HIPAA).

- 1.9 VITALITY UNLIMITED** agrees to immediately provide written notice to the Carson City Justice/Municipal Court by fax at (775)887-2297 and to the Department of Alternative Sentencing by e-mail to DASREPORTS@carson.org or designated staff with respect to any report of good or poor treatment progress for any CLIENTS who were court ordered to receive SERVICES. In the event CLIENTS abscond from the residential treatment facility without permission or fail to complete the program for any reason, a written notice must include a report detailing the reasons for failure to complete the program.
- 1.10 VITALITY UNLIMITED** agrees to immediately notify the related referral agency by the preferred notification methods of each agency and the Department of Alternative Sentencing by e-mail to DASREPORTS@carson.org or designated staff with respect to any report of good or poor treatment progress for any CLIENTS who were court ordered to receive SERVICES.
- 1.11 VITALITY UNLIMITED** agrees to provide letters of successful completion or termination immediately to Carson City Justice/Municipal Court when CLIENTS complete or are terminated from the SERVICES. The letters must include the first and last names of the CLIENTS and applicable completion or termination dates. **VITALITY UNLIMITED** agrees to fax the appropriate letters to Carson City Justice/Municipal Court by fax at (775)887-2297 and to the Department of Alternative Sentencing by e-mail to DASREPORTS@carson.org or designated staff.
- 1.12 VITALITY UNLIMITED** agrees to biannually provide a report to the Board of Health on the Carson City facility census to align with the 2016 – 2020 Carson City Strategic Plan, in a mutual agreeable format.
- Reports will include: 1. CPC Admissions, 2. CPC Denied/Medical, 3. CPC No Show, 4. CPC to Residential, 5. Women Residential, 6. Women Detox, 7. Men Residential, 8. Men Detox, 9. Number of Carson City residents treated at the Carson City Facility, 10. Number of Carson City residents treated at the Elko Facility, and 11. Any other statistics requested by the Carson City Board of Health as determined reasonable by both parties.
- 1.13 VITALITY UNLIMITED** agrees to attend Carson City Board of Health meetings at the request of **CARSON CITY** with reasonable notice.
- 1.14 CARSON CITY** agrees to make available relevant data in **CARSON CITY'S** possession that is necessary for the treatment of patients, and is reasonably required by **VITALITY UNLIMITED** relating to the SERVICES.

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EXHIBIT "1"

**CONSENT FOR DISCLOSURE OF CONFIDENTIAL SUBSTANCE ABUSE
INFORMATION: ☐ MISDEMEANOR TREATMENT COURT REFERRAL
☐ MENTAL HEALTH COURT REFERRAL**

I, _____, hereby consent to communication between the Community Counseling Center, the Specialty Court Judges Judge John Tatro and Judge Thomas R. Armstrong or a substitute Specialty Court Judge, The Office of the District Attorney, The Department of Alternative Sentencing, The Sheriff's Office, The Public Defender's Office, Carson Counseling and Supportive Services (for Mental Health Court), Parole and Probation and representatives of the preceding groups.

The purpose of, and need for, this disclosure is to inform the court and all other named parties of my eligibility and/or acceptance into substance abuse treatment services and my treatment attendance, prognosis, compliance and progress in accordance with the Misdemeanor Treatment Court or Mental Health Court program's monitoring criteria.

Disclosure of this confidential information may be made only as necessary for, and pertinent to, hearings and/or reports concerning _____.
(List charges or case number)

I further understand that the Misdemeanor Treatment Court or Mental Health Court meets in open session and that the pertinent information as to my progress in the program will be discussed in open court.

I understand that this consent will remain in effect and cannot be revoked by me until there has been a formal and effective termination of my involvement with the Misdemeanor Treatment Court or Mental Health Court for the above referenced case such as; the discontinuation of all court and/or, where relevant, probation supervision upon my successful completion of the Misdemeanor Treatment Court or Mental Health Court requirements or upon sentencing for violating the terms of my Misdemeanor Treatment Court or Mental Health Court involvement and/or where relevant, probation.

I understand that any disclosure made is bound by Part 2 of Title 42 of the Code of Federal Regulation, which governs that confidentiality of substance abuse client records and is also bound by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 45 C.F.R. parts 160 & 164 and that recipients of this information may redisclose it only in connection with their official duties.

Date _____

Name _____

Signature _____
Witness

Signature _____

Signature _____
Parent or Guardian (where applicable)

Signature _____
Interpreter (where applicable)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-118

Title: VITALITY SERVICES CONTRACT

EXHIBIT "2"

FOR THE RECIPIENT OF THE INFORMATION

If any of the requested records contain information regarding alcohol or drug treatment, the information is protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further use or disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the use or release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

I hereby authorize:
(check all that apply)

☐ Department of Alternative Sentencing
885 E. Musser Street Ste 2080
Carson City, NV 89701
(775) 887-2528
Fax: (775) 887-2302

☐ Community Counseling Center
205 S. Pratt Avenue
Carson City, NV 89701
(775) 885-1544
Fax: (775) 882-6126

☐ Carson Counseling & Supportive Services
1665 Old Hot Springs Road Ste 150
Carson City, NV 89706
(775) 687-4195
Fax: (775) 687-5103

To use, share, or release health information and records obtained during the course of treatment of:

Patient Name: _____

Date of Birth: _____

Address: _____

Patient's Phone: _____

Social Security No.: _____

Date of Death: _____

1. The information is to be shared with, used by, or disclosed to the following person or organization: The Carson City Justice Court Specialty Courts and its affiliates or the following:

Person/Entity Name: _____

Address: _____

Phone Number(s): _____

2. Purpose: The purpose of this use or disclosure is:

☐ At the request of the patient and/or parent/guardian.

☐ Other: _____

3. Information to be used or disclosed:

The information to be used, shared, or disclosed includes only those items checked below, with respect to services provided on or around (insert dates of service): _____. If this line is left blank, the treatment dates covered by this authorization are from preadmission to discharge and claims resolution. I understand that this authorization extends to all or any part of the records/information designated below which may include treatment for physical and mental illness, alcohol/drug abuse, HIV/AIDS test results or diagnoses. The information to be used or disclosed includes:

- ☐ Demographics/Face Sheet
- ☐ Discharge Planning Sheet
- ☐ Discharge Summary
- ☐ History and Physical Exam
- ☐ Psychiatric Assessment
- ☐ Psychological Testing
- ☐ Psychosocial Assessment
- ☐ Educational Assessment
- ☐ Consultation Reports
- ☐ Billing/Financial Records

- ☐ Physician's Orders
- ☐ Laboratory Data
- ☐ EKG Data
- ☐ Treatment Plans
- ☐ Progress Notes
- ☐ Medication Records
- ☐ Other: _____
- ☐ Verbal Communication with:
Name: _____
Relationship: _____

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-118

Title: VITALITY SERVICES CONTRACT

EXHIBIT "2" Continued

Patient's Name: _____

This authorization is limited to only the information that I have requested on page one to be used by, shared with, or disclosed to the persons/facilities named herein.

I hereby release:

- ☐ Misdemeanor Treatment Court ☐ Mental Health Court ☐ Community Counseling Center
☐ Carson Counseling and Supportive Services ☐ Department of Alternative Sentencing

from all legal responsibilities of liability that may arise from the use or disclosure of medical records and other health information to the Misdemeanor Treatment Court or Mental Health Court Programs and its affiliates in reliance on this authorization.

If the patient is a minor, relevant state law should be followed with respect to the required signatures. Misdemeanor Treatment Court, Mental Health Court, Community Counseling Center, Carson Counseling and Supportive Service and the Department of Alternative Sentencing will that unless I revoke the authorization earlier, this authorization will automatically not condition treatment, payment, or eligibility for benefits on whether this authorization is signed.

Expiration:

I understand that unless I revoke the authorization earlier, this authorization will automatically expire in 180 days, or according to the relevant state law, from the date that this authorization is signed.

1. Re-disclosure:

I understand that information used or disclosed in accordance with this authorization may no longer be protected by Federal law, and could be used or re-disclosed by the receiving party.

2. Refusal to Sign:

I understand that I may refuse to sign this authorization and that Misdemeanor Treatment Court, Community Counseling Center, Carson Mental Health Center and Department of Alternative Sentencing will not condition treatment on whether I sign this authorization.

3. Certification:

I certify that I am (check applicable box)

☐ The patient and the identification that I have provided is true and correct.

☐ The patient's authorized representative, and that the identification and proof of authority that I have provided is true and correct. My relationship to the patient is that of:

4. Revocation:

I have the right to stop the use or disclosure of information at any time, although I understand that I cannot do anything about information already used or disclosed under this authorization.

5. Copy:

I understand that I will receive a copy of this completed form.

Patient's Signature _____

Date _____

Parent/Guardian Signature _____

Date _____

Staff Member/Witness Signature _____

Date _____

Internal Use Only

I have received _____ as documentation that verifies the relationship with the patient and the authority to receive health information of the patient.

Employee Signature _____

Print Name of Employee _____

Date _____

EXHIBIT B

(Original - Fully Executed)

APN's: 002-121-19

Property Address: 900 East Long Street

AFTER RECORDING RETURN TO:
CARSON CITY PUBLIC WORKS
ATTN: STEPHANIE HICKS
REAL PROPERTY MANAGER
3505 BUTTI WAY
CARSON CITY, NV 89701

LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE" or "Agreement") is made and entered into this ____ day of _____, 20____, by and between VITALITY UNLIMITED, a non-profit Nevada corporation ("LESSEE"), and CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("CITY"), hereinafter individually referred to as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the Carson City Board of Supervisors has determined that the real property ("premises") more particularly described herein below is not currently needed for public purposes of the CITY; and

WHEREAS, LESSEE is a non-profit charitable or civic organization which is recognized as exempt under the section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, LESSEE desires to use the premises for a charitable or civic purpose, and more specifically for the provision of a detoxification and substance abuse treatment center; and

WHEREAS, NRS 244.284 authorizes the Carson City Board of Supervisors to lease

any real property of the City for a term not exceeding 99 years if the real property is not needed for the public purposes of the county, is leased to a "corporation for public benefit" as that term is defined by NRS 82.021, and the property is actually used for a charitable or civic purpose; and

WHEREAS, the Carson City Board of Supervisors hereby determines that the purpose of this LEASE meets the statutory requirements established by NRS 244.284; and

WHEREAS, as a condition precedent to the LESSEE's occupancy of the premises under the terms and conditions of this LEASE, the LESSEE agrees it must apply for and obtain any and all necessary special use permits or variances, as applicable, that may be required pursuant to the City's zoning regulations set forth in the Carson City Municipal Code, and any other licenses or permits required under local, state or federal laws or regulations; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

CITY does hereby lease to LESSEE, and LESSEE does hereby lease from CITY, the following premises, generally described as:

900 E. Long Street, Carson City, Nevada 89701

(6,998 square feet of commercial space; floor plan attached hereto as Exhibit A)

1. TERM:

A. LEASE: The term of this LEASE is for a period of three (3) years, beginning on the 21st day of December, 2017 and terminating at midnight on the 31st day of December, 2020, unless sooner terminated by mutual agreement of the Parties or for violation of any term or condition of this LEASE.

B. OPTION TO RENEW OR EXTEND LEASE: Upon the expiration of the initial term of this LEASE, LESSEE may request to renew this LEASE in accordance with this paragraph B of Section 1, so long as LESSEE has fully and faithfully performed all of the covenants, terms and conditions of this LEASE. To request a renewal or extension of this LEASE without

modification to the terms and conditions set forth herein, LESSEE must provide to the CITY notice of its desire to remain on the premises for an additional term not less than sixty (60) calendar days before the date of expiration of the initial term of this LEASE. The notice must be made in writing and state the proposed renewal or extension term and, if applicable, any proposed changes or modifications to the existing terms and conditions of this LEASE. Renewal or extension of this LEASE is at the sole discretion of the Carson City Board of Supervisors. LESSEE hereby expressly acknowledges and agrees that LESSEE has no right or reasonable expectation that a request for renewal or extension of this LEASE will be granted, and further acknowledges and agrees that the Carson City Board of Supervisors may base its decision whether to renew or extend this LEASE on a number of factors including, without limitation, a need by the CITY to use the premises for a different purpose and the performance of the LESSEE under the terms of this LEASE.

2. RENTAL:

In exchange and as consideration for the provision of certain services by LESSEE in accordance with Contract # 1718-118 by and between VITALITY UNLIMITED and Carson City, dated December 21, 2017, CITY waives its right to collect any monetary rent. Except as otherwise expressly provided in this Agreement, LESSEE is responsible for all costs of LESSEE's operation, renovation of the premises and charges or expenses of any nature whatsoever, including, without limitation, any lien that is imposed that arises from or is related to LESSEE's operation of and within the premises.

3. THE USE OF PREMISES:

A. The premises are leased to LESSEE for exclusively the following purpose:

Detoxification, residential treatment, civil protective custody, and transitional living.

B. LESSEE agrees that although it may prepare foods in a manner consistent with the use of the premises and in accordance with all applicable local, state and federal laws and regulations concerning food safety, LESSEE shall ensure that no oils, grease or similar byproducts of food preparation will be deposited into any drain in such a manner as to cause any harm to the plumbing or drainage system.

C. Any change in the use of the premises is strictly prohibited and in breach of this LEASE unless: (1) the change is lawful and consistent with LESSEE's charitable or civic

purposes; and (2) LESSEE first obtains the written consent of CITY. LESSEE shall not use the premises for any purpose that is unlawful with local, state or federal laws and regulations, or for any purpose not expressly authorized by this LEASE or agreed to in writing by the CITY.

4. REPAIRS AND MAINTENANCE:

A. Except as otherwise provided herein, CITY is responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the building and grounds at all times during the term of this LEASE. Such proper and reasonable maintenance and repair of the building and grounds is limited to the roof, including periodic gutter cleaning as necessary; foundation; exterior and interior walls; flooring replacement within the premises, as may be necessitated by normal wear and tear; plumbing; jointly-used electrical panels; and the HVAC (heating, ventilation and air conditioning) system. To facilitate access to the premises by CITY staff, LESSEE agrees that except for purposes of temporary loading and unloading of items into vehicles, LESSEE and its employees, agents and invitees are prohibited from parking any vehicle in any area of the parking lot adjacent to the premises, generally known as the south parking lot, that is specifically designated as a space which is restricted or reserved for CITY.

B. Except as otherwise provided herein, LESSEE is responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the premises at all times during the term of this LEASE Agreement to prevent the premises from entering into a state of disrepair. Except for ordinary maintenance or repair that is common to the normal, daily upkeep of the premises and which does not affect the structure, egress, fire protection system, fire ratings, energy conservation or plumbing, sanitary, gas, electrical or other utilities, such proper and reasonable maintenance and repair of the premises must be performed by a person who is licensed in the State of Nevada to perform the maintenance or repair. The maintenance and repair required to be performed within the premises by LESSEE pursuant to this paragraph B of Section 4 includes:

(1) Maintenance of the flooring, but only in such a manner that is consistent with the use of techniques and products approved by the CITY Facilities Maintenance Manager or his or her designee in advance of the commencement of any work; paint; electrical outlets, switches and fixtures; equipment that is used for fire protection or suppression,

including, without limitation, any existing fire, smoke or gas detectors and fire extinguishers previously installed within the premises, but excluding general maintenance or repair of any building-wide fire protection or suppression system; and the interior of the premises in general, including, without limitation, maintenance to remediate water leaks, plugged or leaking toilets, non-functioning bulbs, non-functioning lighting ballasts and damage to walls.

(2) Repair of any damage that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

C. Notwithstanding any other provision of this LEASE, LESSEE is responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable repair of any damage to the building and grounds that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

D. For the purposes of this Agreement, the term "grounds" shall be deemed to include, as applicable, the parking lot, landscaping and sidewalks appurtenant to the premises.

5. ALTERATIONS, LIENS, ENCUMBRANCES, AND REPAIRS:

A. LESSEE shall not make any permanent alterations, additions, improvements or repairs to the premises without first obtaining in writing the consent and approval of CITY. This provision does not apply to any alteration, addition, improvement or repair that is merely cosmetic in nature.

B. LESSEE agrees that any alteration, addition, improvement or repair that is made to the premises is at the sole expense of the LESSEE and, upon termination of this LEASE, becomes the exclusive property of CITY of which LESSEE shall have no claim of title or interest. This provision does not apply to any movable trade fixtures.

C. LESSEE shall, upon termination of this LEASE, surrender to CITY the premises and any permanent fixtures in good condition, order and repair, excluding any condition that is attributable solely to normal wear and tear.

D. LESSEE shall comply or, if employing the services of another in altering, adding, improving or repairing the premises, ensure the compliance with, any applicable local, state or federal law, regulation or code relating to such work. LESSEE agrees to release and hold harmless CITY from any and all liability for damages or injury arising from or relating to any

such work that is performed by any person, including circumstances involving any condition of the premises, building or grounds that is known or reasonably should have been known to CITY. LESSEE further agrees to indemnify CITY from any and all claims, demands, causes of action, suits, procedures, costs, damages and liabilities, including, without limitation, attorney's fees, arising from or relating to the conduct of LESSEE or its employees, agents, volunteers, contractors or invitees, and to provide CITY reimbursement as necessary and appropriate.

E. LESSEE shall ensure at all times that the premises are kept free and clear of any liens or encumbrances that may be caused by any act or omission of LESSEE or its employees, agents, volunteers, contractors or invitees.

6. **USE OF EXTERIOR GROUNDS:** LESSEE shall not conduct any business activity outside the premises. LESSEE shall not, without the express written permission of the CITY, store any vehicle or any other personal property or perform any service on any sidewalk, parking lot or other public area of the CITY. CITY agrees that it will not unreasonably withhold permission if a proposed use is for a temporary activity which relates directly to the authorized use of the premises described in this Agreement.

7. **ENTRY AND INSPECTION:** LESSEE shall permit CITY and its employees or agents to enter the premises during normal business hours for any reasonable purpose, including, without limitation, for inspections, to show the premises to prospective buyers or other lessees, to post notices of non-responsibility for alterations, additions, repairs or utility installations, or to place upon the premises any ordinary signage indicating that the premises are "for sale" or "for lease."

8. **ASSIGNMENT AND SUBLEASING:** LESSEE may only assign this LEASE or sublet the premises, in whole or in part, upon express written consent of CITY which may be granted or withheld by CITY solely at CITY's discretion. Notwithstanding any other provision and even in the event of CITY's written consent, no assignment or sublease is effective until such time LESSEE delivers a copy of the assignment or sublease agreement to CITY and the assignee or sublessee agrees in writing to assume all of the obligations of LESSEE under this LEASE. LESSEE hereby acknowledges and expressly agrees that an assignment or sublease does not release LESSEE from any obligation under this LEASE and that CITY's consent to any assignment or sublease shall not be deemed to be an express or implied waiver of CITY's right under this LEASE to prohibit any future assignment or sublease without the written

consent of CITY.

9. INDEMNIFICATION: Unless as a result of the sole negligence of CITY or CITY's failure to abide by the terms of this LEASE, LESSEE hereby indemnifies and agrees to hold CITY harmless from and against all claims, which either arise from or in relation to the possession, use, occupancy, management, repair, maintenance or control of the premises or any portion thereof, or as a result of any default, breach, violation or non-performance of this LEASE or any provision of the LEASE by LESSEE. LESSEE will defend, notwithstanding the CITY's right to participate, any claims against CITY with respect to the foregoing. LESSEE will pay, satisfy, and discharge any judgments, orders and decrees which are recovered against CITY in connection with the foregoing. CITY hereby indemnifies and agrees to hold LESSEE harmless and to defend any claims against LESSEE in any action where CITY was solely negligent or failed to abide by the terms of this LEASE.

10. LIABILITY INSURANCE: CITY will not be liable to LESSEE, or to any other person, for any damage caused by an act or omission of any person occupying any space adjacent to or adjoining the premises unless the CITY or its agents caused the loss or damage. Except for loss or damage caused by CITY's sole negligence, CITY will not be responsible or liable to LESSEE for any loss or damage incurred by LESSEE or affecting LESSEE's property from, but not limited to, any natural or manmade disaster or water, gas or steam, or the bursting, stoppage or leakage of pipes. LESSEE agrees to indemnify and hold the CITY harmless from and defend the CITY against any and all such claims or liability for any injury or damage to any person or property whatsoever, occurring in or on the premises or occurring as a result of the use of any of the facilities or appliances anywhere on the premises. LESSEE further agrees to provide and pay for a general liability insurance policy with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate for bodily injury or death resulting therefrom, or for damage to the premises and shall name CITY as an additional insured by endorsement. A certificate of said insurance must be presented to CITY prior to occupancy of the premises. The policy of insurance must not be suspended, voided, canceled or reduced in coverage without the prior written consent of CITY and must contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to CITY not less than THIRTY (30) days in advance of the effective date thereof. This policy of insurance must be primary coverage for all claims and losses arising from the use, occupancy, and operation of

the premises under this Agreement.

11. DEFAULT:

A. Each of the following individual events constitutes a default of this LEASE

- (1) Insolvency, including an assignment for the benefit of creditors or the filing or acquiescence to a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding.
- (2) Assignment by operation of law.
- (3) Vacating of the premises for a period of thirty (30) consecutive days after occupancy.
- (4) Refusal to take possession of the premises or any conduct of allowing the premises to remain unoccupied and unattended.
- (5) Failure to pay any installment of rent, if applicable, or any other charge required to be paid by LESSEE under this LEASE when due and payable and said failure remains uncorrected ten (10) days after the date on which written notice from the CITY is received.
- (6) Failure to perform any other duty or obligation required to be performed by LESSEE under this LEASE and the failure remains uncorrected fifteen (15) days after the date on which written notice from the CITY is received.
- (7) Failure to perform any other duty or obligation required to be performed by LESSEE as "Contractor" under the terms and conditions relating to the provision of services as set forth in Contract # 1718-118 by and between VITALITY UNLIMITED and Carson City, dated December 21, 2017.
- (8) Loss of non-profit status.
- (9) Failure to continuously use the leased premises for the purposes described herein.

B. **EFFECT OF DEFAULT:** In the event of default by LESSEE for breach of any term or condition of this LEASE, CITY may by written notice advise LESSEE of CITY's intention to cancel or terminate this LEASE upon the expiration of thirty (30) days after the date on which the notice from the CITY is received. A written notice provided under this paragraph B of this Section 11 must specify the breach. If, at the expiration of the notice period, the LESSEE has not cured the default, the term of this LEASE automatically terminates. Upon such automatic termination, LESSEE must immediately quit and surrender the premises to CITY. LESSEE's

liability under all of the provisions of this LEASE will continue notwithstanding any such automatic termination and surrender, or reentry, repossession or other disposition pursuant to the following paragraph with a setoff to LESSEE for any new rents collected by the CITY from any new tenant during the term of this LEASE.

Upon the expiration or early termination of this LEASE, CITY or its agents or employees may immediately, or anytime thereafter, enter the premises and remove LESSEE, LESSEE's agents, any subtenants, licensees, concessionaires or invitees and any of their property from the premises. Reentry and removal may be effectuated by summary dispossession proceedings or by a suitable action or proceeding at law, by force or by any other lawful means for repossession and enjoyment by CITY of the premises. CITY is entitled to the benefits of all provisions of law concerning the speedy recovery of lands and tenements held over by CITY or proceedings in forcible entry and detainer. LESSEE's liability, subject to any setoff, will survive CITY's reentry, the institution of summary proceeding and the issuance of any warrants with respect thereto.

C. DEFICIENCY: If this LEASE is terminated pursuant to paragraph B of this Section 11, LESSEE will remain liable to the extent legally permissible and in addition to accrued liabilities for any rent and all other applicable charges LESSEE would have been required to pay until such date this LEASE would have terminated in accordance with the initial term of this LEASE had earlier termination not occurred. LESSEE's liability for any rent and all other applicable charges will continue notwithstanding reentry or repossession of the premises by CITY subject to a setoff pursuant to paragraph B of this Section 11.

D. ATTORNEY'S FEES AND COSTS: The prevailing Party in any action or proceeding to enforce the terms of this Agreement has the right to collect from the other Party its reasonable costs and necessary disbursements and attorney's fees in initiating or defending the action or proceeding, as applicable.

E. WAIVER OF REDEMPTION: Except for any setoff expressly set forth hereinabove, LESSEE hereby waives to the fullest extent legally permissible, for itself and for all other persons who claim by, through or under LESSEE, any right of redemption or for the restoration of this LEASE in the event LESSEE is dispossessed for any cause or in the event CITY obtains possession of the premises in accordance with this LEASE.

F. CITY MAY CURE LESSEE'S DEFAULT: If LESSEE is in default of this LEASE, CITY may, at its sole discretion and without incurring any ongoing duty or obligation, cure the

default at any time for LESSEE. If CITY cures a default for LESSEE, LESSEE must reimburse CITY for any amount expended by CITY in connection to the cure. CITY is also entitled to interest at the maximum legal rate on any amount advanced by CITY to cure a default of LESSEE, calculated from the date the expense is incurred to the date of reimbursement.

G. **RIGHTS AND REMEDIES:** The rights and remedies of CITY set forth herein are in addition to any other rights and remedies now or hereinafter provided by law. All rights and remedies of CITY are cumulative and not exclusive of each other. No delay or omission by CITY in exercising a right or remedy shall be construed to exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of a default shall be construed to extend to or affect any other default or impair any right or remedy of CITY with respect thereto. A voluntary waiver by CITY of any default of LESSEE is not valid or binding unless it is in made in writing.

12. **CHOICE OF LAW AND FORUM:** The Parties hereby agree that the laws of the State of Nevada govern the validity, construction, interpretation and effect of this LEASE. The Parties further agree that any dispute or legal proceeding arising from or relating to this LEASE is subject to the sole jurisdiction of the state courts in the State of Nevada and must be filed in the First Judicial District Court located in Carson City.

13. **DESTRUCTION OF PREMISES:** LESSEE shall maintain a policy of insurance to cover events of complete or partial destruction of the premises without fault, negligence or carelessness on the part of LESSEE, its agents, employees, volunteers or those holding possession of the premises under it.

14. **HOLDING OVER:** If, notwithstanding any other provision of this LEASE and only by express written consent of CITY, LESSEE continues to remain in the premises for an unspecified duration beyond the initial term of this LEASE, tenancy of the premises will be from month to month only and shall not constitute a renewal or extension of this LEASE. In the event of such a holdover, LESSEE hereby agrees to pay any rent and other applicable charges as provided herein and to comply with all covenants, conditions, provisions and obligations of this LEASE for the period of time that LESEE holds over. During such holdover, LESSEE is entitled to possession of premises until such time CITY provides LESSEE written notice of termination not less than ten (10) days before the end of the month.

15. **SALE OF PREMISES:** In the event of a sale or conveyance by CITY of the premises, the sale or conveyance may be subject to the terms and conditions of this LEASE. CITY may,

however, elect at its sole discretion to terminate this LEASE in the event of a sale or conveyance. If CITY terminates this LEASE pursuant to this section 15, CITY must provide to LESSEE written notification of the termination not less than thirty (30) days before the date on which this LEASE is to terminate as a result of the sale or conveyance. If this LEASE is terminated pursuant to this Section, the Parties hereby agree that LESSEE is not entitled to any consideration or compensation for the termination and that LESSEE will vacate the premises on or before the date of sale or conveyance. If CITY elects not to terminate this LEASE upon the sale or conveyance of the premises and instead elects for the sale or conveyance to be subject to the terms and conditions of this LEASE, LESSEE agrees to look solely to the successor in interest of CITY to satisfy the terms of this LEASE and to release CITY from any liabilities or obligations arising from or relating to this LEASE. CITY may transfer any security deposits held from LESSEE to its successor in interest and thereupon CITY is discharged from any further liability related thereto.

16. CONDEMNATION: If the entirety of the premises is taken by eminent domain, condemnation, or purchase under threat thereof, except for a taking for temporary use, this LEASE is automatically canceled as of the date of taking. If only a portion of the premises is taken, CITY may terminate this LEASE at its sole discretion. The option to terminate pursuant to this provision may be exercised by CITY not more than six (6) months after the date of taking by providing to LESSEE written notice that the option has been exercised.

If there is a taking of the premises for temporary use, this LEASE shall continue in full force and effect, and LESSEE must continue to comply with LESSEE's obligations under this LEASE except to the extent compliance is rendered impossible or impracticable by reason of the taking. All compensation awarded upon the condemnation or taking belongs to CITY and LESSEE shall have no claim thereto in law or equity. LESSEE hereby expressly waives any interest in a condemnation proceeding or litigation.

17. SUBORDINATION: LESSEE agrees that this LEASE is and shall be subordinate to any mortgage, deed of trust or other instrument of security, existing on the land and building of which the premises are a part. Such subordination is hereby made effective without any further act by LESSEE. LESSEE agrees at any time, upon request by CITY, to execute and deliver any instrument, release or other document that may be required in connection with subjecting and subordinating this LEASE to any lien or mortgage, deed of trust or other instrument of security.

This provision is of no legal effect unless and until the holder of the mortgage, deed of trust or other instrument of security in question delivers to LESSEE a written agreement providing in effect that so long as LESSEE is not in default in the performance of its obligations under this LEASE, LESSEE shall not be disrupted in its possession of the premises hereunder.

18. SIGNS: LESSEE shall not place or permit to be placed any sign, marquee, awning, decoration or other attachment on or to the roof, exterior windows, doors or exterior walls of the premises without first obtaining any applicable City permit and the written consent of CITY as Party to this Agreement. LESSEE agrees that CITY has an interest in ensuring an aesthetically tasteful uniformity in the building of which the premises are a part and further agrees that in furtherance of this interest CITY may, without prior permission or liability, enter onto the premises and remove any such sign, marquee, awning, decoration or attachment affixed in violation of this Section. LESSEE further agrees to pay the cost of any removal thereof.

19. SURRENDER OF LEASE: No act or conduct of CITY, whether consisting of the acceptance of the keys to the premises or otherwise, shall be deemed to constitute an acceptance of the surrender of the premises by LESSEE prior to the expiration of the term hereof. Acceptance by CITY of surrender of the premises by LESSEE must be evidenced by a written acknowledgement of acceptance of surrender by CITY. The voluntary or other surrender of this LEASE by LESSEE, or a mutual cancellation thereof, shall not constitute a merger, and CITY may terminate all or any existing subleases, subtenancies or concessions, or may, at its sole option and discretion, accept any and all such subleases, subtenancies or concessions as being legally binding and enforceable.

20. NOTICES: All written notices or demand of any kind which either Party hereto may be required or may desire to serve on the other in connection with this LEASE must be delivered by personal service, by registered or certified mail, recognized overnight courier service or facsimile transmission, addressed to the respective Parties at the addresses or facsimile numbers set forth:

CITY: CARSON CITY MANAGER
CARSON CITY
201 N. CARSON STREET
CARSON CITY, NV 89701
FAX: (775) 887-2286

LESSEE: ESTER QUILICI, DIRECTOR
VITALITY UNLIMITED

3740 IDAHO STREET
ELKO, NV 89801
775-738-8004/FAX: 775-753-5418
(VC_COO@FRONTIERNET.NET)

Service of any such notice or demand so made by personal delivery, registered or certified mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as to facsimile transmissions, by transmission confirmation, as applicable, or at the expiration of the third (3rd) business day after the dispatch, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or facsimile number to which all such notices or demands are thereafter to be addressed.

21. NO ORAL CHANGES: This LEASE may not be amended or terminated orally.

22. SUCCESSOR AND ASSIGNS: Except as otherwise provided, this LEASE shall bind and inure to the benefit of the Parties and their respective successors, representatives, heirs, and assigns.

23. UTILITIES: LESSEE shall obtain, maintain and pay \$2,563.00 monthly for electric, power, gas, water, sewer, and garbage serving the premise.

24. QUIET ENJOYMENT: CITY agrees that so long as LESSEE is in full compliance with the provisions of this LEASE, LESSEE is entitled to quietly enjoy the premises for the full term of this LEASE. No use shall be made or permitted to be made of the premises or any part thereof and no acts will be done therein which may disturb the quiet enjoyment of any other tenant in the building of which the premises are a part.

25. SNOW REMOVAL: Snow and ice removal from the grounds shall be the responsibility of CITY and in accordance with the appropriate maintenance level described in the *Carson City Parks and Recreation Master Plan*, as may be amended.

26. SMOKING/VAPING: LESSEE agrees to abide by Carson City's Smoking Areas policy and not allow smoking within 25 feet of any door or window.

27. COMPLIANCE WITH THE LAW: LESSEE shall promptly execute this LEASE and comply with all applicable local, state and federal laws and regulations, including, without limitation, rules, orders, building codes, ordinances, policies, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), the Nevada Occupational Safety and Health Act, federal

occupational safety and health standards which the Secretary of Labor promulgates or amends, and any other requirements. Nothing herein contained shall be construed to restrict LESSEE from contesting the validity of any such local, state or federal provisions, but only if LESSEE indemnifies CITY to CITY's reasonable satisfaction against the consequences of noncompliance during any period of dispute.

28. ENTIRE AGREEMENT: This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between the Parties. This Agreement may only be altered, amended, or revoked by an instrument in writing signed by both Parties. It is understood that there are no oral agreements between the Parties hereto and that all previous negotiations, discussions and previous leases between the Parties affecting this LEASE are expressly superseded by this LEASE.

29. ATTORNEY'S FEES: In the event any action or proceeding is brought for an unlawful detainer of the premises, for the recovery of any rent other applicable charges due under the provisions of this LEASE or for LESSEE's breach of any other condition contained herein, LESSEE shall pay to CITY reasonable attorney's fees, which shall be deemed to have accrued on the commencement of the action and must be paid upon the successful completion of the action by CITY. LESSEE is entitled to attorney's fees in the same manner if judgment is rendered in favor of LESSEE.

30. WAIVER: The failure of CITY or LESSEE to insist upon strict performance of any of the covenants, terms or provisions contained in this LEASE or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any said covenants, terms or provisions, but the same shall remain in full force and effect.

31. REMEDIES: The remedies given to CITY and LESSEE are cumulative, and the exercising of any one remedy is not to the exclusion of any other remedy.

32. EARLY TERMINATION: This LEASE may be terminated before the end of the term set forth hereinabove or before the expiration of any renewal or extension period, if applicable, if notice of at least 90 days is provided to the other Party:

A. By CITY, if CITY determines that there is a need to use the premises for a different public purpose.

B. By CITY, if CITY determines that insufficient public money has been appropriated to perform some or all of CITY's obligations in accordance with this LEASE, without any such termination for non-appropriation or insufficient appropriation being defined or construed as a

breach or default on the part of either Party.

C. By LESSEE, if LESSEE determines that securing the use of different premises would be more advantageous for LESSEE and CITY agrees there is no detriment to CITY. For purposes of this provision only, termination of this LEASE alone shall not be construed as a detriment to the CITY.

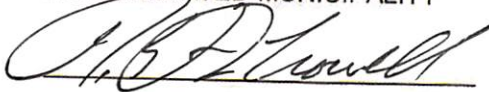
D. By CITY or LESSEE, if either CITY or LESSEE determines that the purpose of this LEASE is substantially impaired or obstructed by any unforeseen event, occurrence or circumstance outside the control of CITY or LESSEE, without prejudice or penalty to either Party hereto and without such event, occurrence or circumstance being defined or construed as a breach or default on the part of either Party.

33. FORCE MAJEURE: Any delay or stoppage of business due to acts of God, enemy or hostile action, fire or other casualty, shall excuse the performance by either Party to this LEASE for a period equal to any such delay or stoppage.

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

CITY:

CARSON CITY, NEVADA, A
CONSOLIDATED MUNICIPALITY



Mayor – Robert L. Crowell

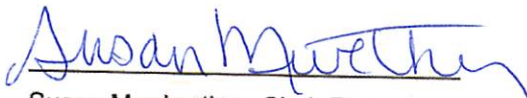
LESSEE:

VITALITY UNLIMITED



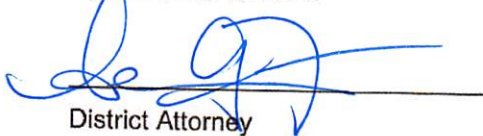
Ester M. Qullici – Director

Attest:



Susan Merriwether, Clerk-Recorder

Approved as to Form:



District Attorney

APN w/A

APN _____

APN _____

RECORDED AT THE
REQUEST OF
Carson City Clerk Board
2017 NOV 13 PM 3:05
480388
FILE NO. _____
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES *NIC* DEP *Ch*

FOR RECORDER'S USE ONLY

Lease Extension - Carson City & Vitality Unlimited
TITLE OF DOCUMENT

☒ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

☐ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: _____

Kathleen King
Signature

Print Name & Title

WHEN RECORDED MAIL TO:

CC Clerk

885 E. Musser St., Ste 1032

CC, VW 87701

~ 480388 ~

LEASE EXTENSION

This LEASE EXTENSION ("EXTENSION") is made and entered into on this 11th day of October, 2017, by and between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada ("CITY") and VITALITY UNLIMITED, a non-profit Nevada corporation ("LESSEE"), whom may be hereinafter individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties have previously entered into a Lease Agreement ("LEASE"), dated March 17, 2014, which is currently binding upon the Parties and will expire upon its term on October 31, 2017, unless sooner terminated by mutual agreement of the Parties or by one Party for violation of any term or condition of that LEASE; and

WHEREAS, the Parties are currently engaged in a collaborative effort of reviewing various considerations for inclusion in what may become a new lease agreement between the Parties; and

WHEREAS, the process of preparing and executing a new lease agreement between the Parties may extend beyond the termination date of the existing LEASE; and

IN CONSIDERATION of the mutual promises, covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PRIOR LEASE: The Parties executed the existing LEASE on March 17, 2014 with a term of that LEASE commencing on March 17, 2014 and expiring on October 31, 2017. Each and every condition, obligation and provision of said LEASE is hereby incorporated by reference to this EXTENSION.

2. EXTENSION OF PRIOR LEASE TERM: The Parties hereby agree to extend and continue the LEASE for an additional term, commencing on and including October 31, 2017 and expiring on and including December 31, 2017.

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

CITY:

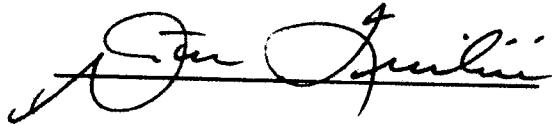
CARSON CITY, NEVADA, A
CONSOLIDATED MUNICIPALITY



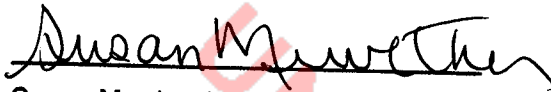
Mayor Robert L. Crowell

LESSEE:

VITALITY UNLIMITED

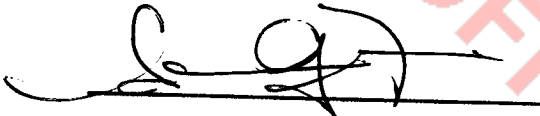


Attest:



Susan Merriwether, Clerk-Recorder

Approved as to Form:



District Attorney

CARSON CITY, NEVADA

Consolidated Municipality and State Capital



 City Manager's Office
 201 N. Carson St., Suite 2 • 89701
 (775) 887-2100
 carsoncity.gov
 cceo@carsoncity.gov

Via E-mail and U.S. Certified Mail

April 15, 2026

Ester Quilici, Director
Vitality Unlimited
3740 Idaho Street
Elko, NV 89801
Vccoo@frontier.net

NOTICE OF CONTRACT & LEASE TERMINATION

Dear Ester:

Per our previous discussions and in accordance with action taken by the Carson City Board of Supervisors at its public meeting on April 2, 2026, please accept this letter as formal notice of termination of Carson City's contract with Vitality Unlimited (Carson City Contract #1718-118), **to be effective on December 31, 2026.** This termination is without cause and made pursuant to Section 7.1 of the contract, which was originally entered into on February 6, 2018. Concurrent with this termination is formal notice of termination of the Lease Agreement with Vitality Unlimited for that portion of 900 E. Long Street, Carson City, Nevada 89701, pursuant to Section 14 of the Lease Agreement to terminate the existing holdover tenancy, also **to be effective on December 31, 2026.**

For your reference, enclosed is a copy of the Board of Supervisors meeting agenda item authorizing termination. It is Carson City's hope that this advance notice to terminate provides Vitality Unlimited with ample time to secure its new office location. On behalf of Carson City, we extend our sincere thanks for our longstanding partnership. We wish you the very best.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen Martel".

Glen Martel
Carson City Manager

enc.

cc: Carol Akers, Purchasing & Contracts Administrator (E-mail only, cakers@carsoncity.gov)
Robert Nellis, Asset Services Manager (E-mail only, rnellis@carsoncity.gov)





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through September 18, 2026, per Nevada Revised Statutes ("NRS") 251.030 and 354.290. (Sheri Russell-Benabou, srussell@carsoncity.gov)

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

Proposed Motion

I move to accept the report.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carsoncity.gov. A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements and the ending balance of each cash account for every fund in the City as of September 18, 2026. It is important to note that there will always be timing differences with these balances - for example, while all departments take deposits to the bank on a daily basis, there is usually a delay between when the reports are prepared and when they are entered into the system.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030 and 354.290

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachment(s):

[BOS Cash Report 9-18-26.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 9/4/2026 & 9/18/2026

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 25,410,107.54	\$ 212,910.60	\$ 1,835,726.55	\$ 23,787,291.59
201	AIRPORT FUND	-	-	-	-
202	COOPERATIVE EXTENSION FUND	638,141.68	-	-	638,141.68
208	SUPPLEMENTAL INDIGENT FUND	4,227,340.60	-	35,599.60	4,191,741.00
210	CAPITAL PROJECTS FUND	33,273,578.12	-	259,774.89	33,013,803.23
215	SENIOR CENTER FUND	613,298.64	-	30,908.36	582,390.28
225	CARSON CITY TRANSIT FUND	(536,813.22)	2,172.43	6,064.98	(540,705.77) ¹
230	LIBRARY GIFT FUND	118,783.85	75,209.31	44.94	193,948.22
235	LANDSCAPE MAINTENANCE FUND	879,843.92	-	2,758.81	877,085.11
236	ADMINISTRATIVE ASSESSMENT FUND	44,895.89	988.00	-	45,883.89
237	NEIGHBORHOOD IMPROVEMENT DISTRICTS	436,424.27	-	10,583.65	425,840.62
240	TRAFFIC/TRANSPORTATION FUND	11,285.52	-	33.18	11,252.34
245	CAMPO FUND	231,768.38	-	9,393.43	222,374.95
250	REGIONAL TRANSPORTATION FUND	8,434,989.09	-	45,017.90	8,389,971.19
253	STREET & HIGHWAY INFRASTRUCTURE FUND	3,876,256.01	-	154,428.04	3,721,827.97
254	QUALITY OF LIFE FUND	4,520,438.34	-	120,453.39	4,399,984.95
256	STREET MAINTENANCE FUND	544,178.49	203.96	151,140.92	393,241.53
275	GRANT FUND	2,361,715.92	3,478.25	334,731.07	2,030,463.10
280	COMMISSARY FUND	41,164.71	3,245.10	3,941.30	40,468.51
287	911 SURCHARGE FUND	26,677.60	-	2,433.61	24,243.99
310	INFRASTRUCTURE TAX FUND	4,511,248.55	-	1,260,270.67	3,250,977.88
340	EXTRAORDINARY MAINTENANCE FUND	14,138,916.16	-	6,934.42	14,131,981.74
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,928,898.95	5,000.00	-	1,933,898.95
410	DEBT SERVICE FUND	790,291.14	-	-	790,291.14
501	AMBULANCE FUND	4,684,497.48	-	199,009.44	4,485,488.04
505	STORMWATER FUND	3,501,823.37	110,522.56	171,194.71	3,441,151.22
510	WASTEWATER FUND	45,105,588.99	682,143.62	560,814.31	45,226,918.30
520	WATER FUND	26,500,979.87	1,076,000.32	737,636.68	26,839,343.51
525	BUILDING PERMITS FUND	1,908,956.12	49,328.62	107,069.40	1,851,215.34
530	CEMETERY FUND	571,133.38	42,124.69	45,401.26	567,856.81
560	FLEET MANAGEMENT FUND	1,180,929.70	-	181,824.23	999,105.47
570	GROUP MEDICAL INSURANCE FUND	(862,344.78)	497,514.34	17,678.75	(382,509.19) ²
580	WORKERS COMPENSATION FUND	3,059,219.46	40,353.45	7,913.35	3,091,659.56
590	INSURANCE FUND	1,934,059.61	-	7,620.41	1,926,439.20
602	REDEVELOPMENT ADMINISTRATIVE FUND	53,426.39	600.00	14,221.59	39,804.80
603	REDEVELOPMENT REVOLVING FUND	11,079,569.07	500.00	263,020.19	10,817,048.88
604	REDEVELOPMENT TAX INCREMENT FUND	2,641,027.32	-	-	2,641,027.32
730	SCHOOL DEBT FUND	17,903,752.22	5,000.00	-	17,908,752.22
740	CARSON CITY TOURISM AUTHORITY	5,782,298.68	59,793.09	114,302.34	5,727,789.43
748	CARSON CITY SCHOOL OPERATING FUND	5,036,679.71	-	-	5,036,679.71
750	STATE OF NEVADA FUND	2,157,651.75	14,257.36	-	2,171,909.11
752	RANGE IMPROVEMENT FUND	156.98	-	-	156.98
756	EAGLE VALLEY WATER DISTRICT FUND	22,406.97	-	-	22,406.97
760	WATER SUB-CONSERVANCY FUND	172,556.71	37,382.47	35,342.50	174,596.68
765	FISH AND GAME FUND	5,849.14	-	-	5,849.14
770	FORFEITURE ACCOUNT	56,548.49	-	-	56,548.49
793	CONTROLLER'S TRUST FUND	10,991.21	-	-	10,991.21
850	CARSON CITY OPEB TRUST FUND	6,461,266.32	1,253.62	-	6,462,519.94
TOTAL		\$ 245,492,454.31	\$ 2,919,981.79	\$ 6,733,288.87	\$ 241,679,147.23

¹ Timing difference - awaiting grant expense reimbursement.

² Timing difference - insurance bills paid prior to recording of payroll withholdings.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Jeanne Freeman, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding (1) the deobligation of \$27,000 in Nevada Childhood Lead Poisoning Prevention Program (“NVCLPPP”) grant funds awarded to Carson City through a grant agreement with the Nevada System of Higher Education, Board of Regents on behalf of the University of Nevada, Las Vegas (“UNLV”), resulting in a new award amount not to exceed \$130,000, and (2) authorization for the Mayor to sign any documents necessary to effectuate the \$27,000 deobligation. (Jeanne Freeman, jmfreeman@carsoncity.gov)

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

Proposed Motion

I move to approve the deobligation of \$27,000 in NVCLPPP grant funds and authorize the Mayor to sign any necessary documents to effectuate the deobligation.

Board's Strategic Goal

Quality of Life

Previous Action

December 4, 2025 (Item 8a) – The Board of Supervisors (“Board”) approved a third amendment to the NVCLPPP grant agreement to reduce the grant award to Carson City by \$52,000 for a new award amount not to exceed \$157,000.

April 4, 2024 (Item 10a) – The Board approved the purchase of lead analyzers, utilizing NVCLPPP grant funds, in the amount of \$72,688.

November 16, 2023 (Item 12a) – The Board authorized the acceptance of the NVCLPPP grant for an amount not to exceed \$180,000, effective through December 2024, to fund training, certification, travel, personnel, equipment, and other expenses for the NVCLPPP.

Background/Issues & Analysis

Lead is a naturally occurring metal that can cause serious and permanent health effects, particularly in children under age 6 who are more vulnerable to exposure through hand-to-mouth behaviors. Children may ingest lead-contaminated dust, soil, food, water, or paint. No safe blood lead level (BLL) has been identified, and even low levels are associated with developmental delays, learning difficulties, and behavioral issues.

To address this public health concern, Carson City was awarded \$180,000 in December 2023 through

the NVCLPPP grant to build local capacity to respond to children with elevated lead levels, including purchasing equipment to measure lead in children’s environments. In January 2024, the first amendment to the NVCLPPP grant increased the award to \$209,000 due to increased equipment costs, and the Board approved the purchase of lead analyzers for \$72,688 in April 2024. In September 2024, the second amendment to the NVCLPPP grant extended the project and budget period through October 31, 2026. In December 2025, the Board approved the third amendment to the NVCLPPP grant, reducing the award to \$157,000 because the actual number of Lead Risk Assessments was lower than projected.

As the grant approaches its final months, Carson City analyzed expenditures and found that a substantial amount of funds would remain at the end of the grant period. The proposed fourth amendment would further adjust the grant budget to reflect actual and projected needs and make remaining funds available to other grantees.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grant Administration Policy

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund, Health Department - 2756881-431010 Revenues 2756800-500101 to 501225 Expenses, G680024055 NVCLPPP.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the deobligation would reduce both revenues and expenses of the current total award from \$157,000 to 130,000.

Alternatives

Do not authorize the deobligation of NVCLPPP funds and/or provide alternative direction to staff.

Attachment(s):

[GR17279 UNLV Lead Grant Deobligation Budget for Amendment 4.pdf](#)

[GR17279 UNLV Lead grant NOA Executed.pdf](#)

[GR17279 UNLV Lead grant Amendment 1 Executed.pdf](#)

[GR17279 UNLV Lead grant Amendment 2 Executed.pdf](#)

[GR17279 UNLV Lead Grant Amendment 3 Executed.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

	Carson City Health and Human Services			
	NVCLPPP Building Local Capacity - UNLV Lead Assessment Subaward			
	12/01/2023 - 10/31/2026			
Budget Categories	Description	Amend #3 Budget	Amendment Adjustments	New Budget
Personnel	Staff Time for lead assessments	\$ 36,374.00	\$ (19,574.00)	\$ 16,800.00
Contractual		\$ -	\$ -	\$ -
Operating	Supplies and laboratory costs associated with lead assessments	\$ 11,976.00	\$ (5,476.00)	\$ 6,500.00
Equipment	Two XRF Lead Analyzers	\$ 72,688.00	\$ -	\$ 72,688.00
Training	Lead assessor training and associated EPA tests	\$ 5,840.00	\$ 3,160.00	\$ 9,000.00
Travel	Travel to lead assessor training	\$ 17,996.00	\$ (4,996.00)	\$ 13,000.00
Other	Extra XRF batteries, outreach materials, social media posts	\$ 4,461.00	\$ 2,340.82	\$ 6,801.82
Total Direct		\$ 149,335.00	\$ (24,545.18)	\$ 124,789.82
Indirect 10%	10% Modified Total Direct Costs not including equipment over \$5000	\$ 7,665.00	\$ (2,454.82)	\$ 5,210.18
Total Award		\$ 157,000.00	\$ (27,000.00)	\$ 130,000.00

Carson City Health and Human Services

12/01/23 to 10/31/26

Personnel

Training

Environmental Health (EH) staff (\$50.00 x 40 hours) x 6 staff \$12,000.00

Assessment Time

EH (\$50.00 x 24 hours) x 4 staff \$4,800.00

Contractual

\$ -

Operating

Testing and assessment supplies \$3,100.00

Environmental lab testing costs (34 x \$100) \$3,400.00

Equipment

XRF Lead Assessment machines (\$36,344 each x 2) \$72,688.00

Training

EPA lead assessment class (\$1,000 each x 6) \$6,000.00

EPA lead certification exam (\$500 each x 6) \$3,000.00

Travel

In-state Travel

Rental car to attend lead assessor training \$250.51

Hotels, flights, and per diem for EPA lead assessor training \$12,749.49

Other

XRF Calibration (\$3,000 x 2) \$6,000.00

Outreach materials and social media posts \$801.82

Total \$124,789.82

Modified Total Direct (For indirect charges) – Indirect not charged on Equipment over \$5K
(\$124,789.82 - \$72,688.00 = \$52,101.82 x 10% de minimis rate = \$5,210.18)

Indirect \$5,210.18

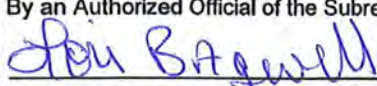
Total \$130,000

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		U.S. Department of the Treasury
Pass-Through Entity (PTE):		Subrecipient:
Board of Regents, NSHE, obo University of Nevada, Las Vegas		City of Carson City
PTE PI: Erika Marquez		Sub PI: Dustin Boothe
PTE Federal Award No: DEP23-017 (Note: NV-DEP #)		Subaward No: GR17279
Project Title: NVCLPPP Building Local Capacity		
Subaward Budget Period:		Amount Funded This Action (USD): \$ 180,000.00
Start: 12/01/2023	End: 12/31/2024	
Estimated Period of Performance:		Incrementally Estimated Total (USD): \$ 180,000.00
Start: 12/01/2023	End: 12/31/2024	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 15 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
 Name: Lori M. Ciccone Title: Assistant Vice President, Sponsored Programs		 Name: Lori Bagwell Title: Mayor	
Date: 11/27/2023		Date: 11/20/23	

Attachment 1
Certifications and Assurances

Subaward Number:

GR17279

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward 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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

GR17279

Required Data Elements

The data elements required by Uniform
Guidance are incorporated as entered.

Awarding Agency Institute (If Applicable)

National Institutes of Health

Federal Award Issue Date FAIN Assistance Listing No.

N/A 21.027

Assistance Listing Program Title (ALPT)

Coronavirus State and Local Fiscal Recovery Funds

Key Personnel Per NOA

Erika Marquez

This Subaward Is:

☒ Research & Development ☒ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

Left Bank

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: U.S. Department of the Treasury

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

1. Subrecipient must reference Subaward No. GR17279 on all invoices to Pass Through Entity (PTE) (UNLV).
 2. Final invoice is due 15 days after the budget period end date, due to deadline for the PTE (UNLV) final invoice to the state.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

GR17279

PTE Information

Entity Name: Board of Regents, NSHE, obo University of Nevada, Las Vegas

Legal Address: 4505 S. Maryland Parkway
Box 451055
Las Vegas, NV 89154-1055

Website: <https://www.unlv.edu/>

PTE Contacts

Central Email: osp@unlv.edu

Principal Investigator Name: Erika Marquez

Email: erika.marquez@unlv.edu

Telephone Number: (702) 895-1380

Administrative Contact Name: Amy Gros-Louis

Email: amy.gros-louis@unlv.edu

Telephone Number: (702) 895-1153

COI Contact email (if different to above):

Financial Contact Name: Kathy Barbeau

Email: kathy.barbeau@unlv.edu

Telephone Number: (702) 895-1150

Email invoices? ☒ Yes ☐ No Invoice email (if different): ospinvoices@unlv.edu

Authorized Official Name: Lori M. Ciccone

Email: osp@unlv.edu

Telephone Number: (702) 895-1357

PI Address:

UNLV School of Public Health
4700 S. Maryland Parkway, Suite 323
Las Vegas, NV 89119

Administrative Address:

Office of Sponsored Programs
4505 Maryland Parkway, MS 1055
Las Vegas, NV 89154-1055

Invoice Address:

Office of Sponsored Programs
4505 Maryland Parkway, MS 1055
Las Vegas, NV 89154-1055

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

GR17279

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name:

City of Carson City

EIN No.:

88-6000189

Institution Type:

UEI / DUNS:

DTBPJMA2QFC8

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI / DUNS:

N/A

This section for U.S. Entities:

Zip Code Look-up

Congressional District: NV-002

Zip Code+4:

89701-4289

Place of Performance Address201 N Carson ST STE 3
Carson City, Nevada 89701-4289
United States**Subrecipient Contacts**

Central Email:

CCHHSInfo@carson.org

Website:

https://www.getthehealthycarsoncity.org

Principal Investigator Name:

Dustin Boothe

Email:

DBoothe@carson.org

Telephone Number:

775-283-7220

Administrative Contact Name:

Nicki Aaker

Email:

naaker@carson.org

Telephone Number:

775-887-2190

Financial Contact Name:

Bretta Inman

Email:

binman@carson.org

Telephone Number:

775-283-7228

Invoice Email:

binman@carson.org

Authorized Official Name:

Lori Bagwell

Email:

lbagwell@carson.org

Telephone Number:

775-887-2100

Legal Address:201 N Carson ST STE 3
Carson City, Nevada 89701-4289**Administrative Address:**201 N Carson ST STE 3
Carson City, Nevada 89701-4289**Payment Address:**900 E. Long Street
Carson City, Nevada 89706

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

GR17279

Subrecipient:

Institution Name: City of Carson City

PI Name: Dustin Boothe

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

GR17279

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☐ Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 30 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the Administrative Contact.

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Upon Request

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

GR17279

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied 10 % Rate Type: de minimis rate of 10%	Cost Sharing No If Yes, include Amount: \$
--	--

Budget Details ☐ Below ☒ Attached, pages

Budget Totals

Direct Costs	\$	168,090.91
Indirect Costs	\$	11,909.09
Total Costs	\$	180,000.00

All amounts are in United States Dollars

Nevada Childhood Lead Poisoning Prevention Program
Carson City Health and Human Services
Scope of Work / Deliverables

December 1, 2023 – December 31, 2024

The purpose of this scope of work is to outline activities for Carson City Health and Human Services to assist with activities for the Nevada Childhood Lead Poisoning Prevention Program. All relevant staff will attend scheduled meetings and participate in project evaluation activities. A combined report of all activities must be submitted quarterly to the Project Manager.

Public Health Nursing/Epidemiology

- Provide education and case management services to children above the CDC blood lead reference value.
- Link children to services to mitigate the effects of high blood lead levels:
 - For confirmed elevated blood lead test results, document how many children were contacted, types of referrals made, and barriers to receiving referrals;
 - For confirmed elevated blood lead test results, obtain demographic variables as required per NRS 442.700 Section 23, which includes:
 - a. Name, sex, race, ethnicity, and date of birth of the child;
 - b. Address of the child, including the county and zip code in which the child resides;
 - c. Date the blood sample was collected;
 - d. Type of sample that was collected (i.e., venous or capillary); and
 - e. Name and contact information of the health care provider who ordered the test.
- Develop, review, and update case management protocols at least once a year or as needed.
- Report deidentified case management metrics such as demographic data, referral outcomes, confirmed services received, treatment assessments, and outcomes.
- Establish Medicaid billing protocols for lead services.
- Attend project meetings to discuss and/or present findings and document program challenges and successes as it relates to project outcomes.
- Submit monthly report.

Environmental Health

- Ensure that environmental assessors attend a 40-hour training session taught by an EPA-certified instructor if not already certified.
- Ensure environmental assessors are EPA certified and maintain certification as required by law.
- Purchase equipment and supplies to conduct environmental assessments.
- Conduct environmental lead assessments and lab testing for children with blood lead levels above the CDC reference value.
- Report deidentified environmental investigation results.
- Develop, review, and update environmental assessment protocols at least once a year, or as needed.
- Report deidentified environmental assessment outcomes.
- Attend project meetings to discuss and/or present findings and document program challenges and successes as it relates to the project outcomes.
- Submit monthly reports.

Carson City Health and Human Services

Personnel

Training

Environmental (EH) staff (\$50.00 x 40 hours) x 4 staff	\$ 8,000.00
Epidemiology staff (\$50.00 x 40 hours) x 2 staff	\$ 4,000.00
Nursing staff (\$60.00 x 40 hours) x 2 staff	\$ 4,800.00
Assessment time	
EH (\$50.00 X 40 hours) x 2 staff	\$ 4,000.00
Nursing staff (\$60.00 x 40 hours) x 2 staff	\$ 4,800.00

Contractual

Contractor to develop policies and procedures for lead program	\$ 69,000.00
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Operating

Testing and assessment supplies	\$ 7,531.66
Environmental lab testing costs (50 x \$200)	\$ 10,000.00

Equipment

XRF Lead Assessment machines (\$24,500 each x 2)	\$ 49,000.00
--	--------------

Training

EPA lead assessment class 8 staff x \$480 each	\$ 3,840.00
---	-------------

Travel

In state Travel Mileage 0.655/mile x 750 miles	\$ 491.25
---	-----------

Other

iPads and accessories x 2	\$ 1,228.00
XRF Lead Assessment machines batteries (\$275 x 4)	\$ 1,100.00
XRF Lead Assessment machines shipping (\$150 x 2)	\$ 300.00

Total

\$ 168,090.91

Modified Total Direct (For indirect charges) - Indirect not charged on Equipment over \$5k (\$168,090.91 - \$49,000 = \$119,090.91 x 10% de minimis rate = \$11,909.09)

Indirect

\$ 11,909.09

Total

\$ 180,000.00

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA#	21.027

AMENDMENT # 3**TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Nevada Division of Environmental Protection
Address:	901 S. Stewart St., Ste. 4001
City, State, Zip Code:	Carson City, NV 89701
Contact:	Stephanie Simpson
Phone:	775-687-9312
Fax:	775-687-5856
Email:	s.simpson@ndep.nv.gov

Public Entity #2:	Board of Regents – Nevada System of Higher Education, obo University of Nevada Las Vegas
Address:	4505 S Maryland Parkway
City, State, Zip Code:	Las Vegas, NV 89154-1055
Contact:	UNLV APR Lori Ciccone or Project Director Erika Marquez
Phone:	098377336 / DLUTVJJ15U66
Fax:	702-895-1357 / 702-895-1040
Email:	osp@unlv.edu erika.marquez@unlv.edu

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 11, 2023, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. **Provide a brief explanation for contract amendment.**

This amendment revises the Attachment B, Budget and Deliverables to adjust the hourly employee billing rate to a range to allow flexibility in staff hiring

B. **Current Contract Language:**

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK Amended 07/31/2023
ATTACHMENT B:	BUDGET AND DELIVERABLES Amended 07/31/2023
ATTACHMENT C:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA#	21.027

C. Amended Contract Language:

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

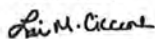
ATTACHMENT A:	SCOPE OF WORK Amended 07/31/2023
ATTACHMENT B:	BUDGET AND DELIVERABLES Amended 09/11/2023
ATTACHMENT C:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

2. INCORPORATED DOCUMENTS. Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DocuSigned by:



9/11/2023 | 4:14 PM PDT

Assistant Vice President, Sponsored Programs

60EAA392E4C2443

Public Entity #1 Board of Regents, NSHE, obo

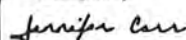
Date

Title

University of Nevada, Las Vegas

Authorized Signature

DocuSigned by:



9/15/2023 | 4:38 PM PDT

Administrator

45C5F0E7AE84E4

Nevada Division of

Date

Title

Environmental Protection Authorized Signature



for Amy Stephenson

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

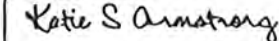
On:

9/26/23

Date

Approved as to form by:

DocuSigned by:



9/14/2023 | 1:38 PM PDT

On:

Date

72A502EE404E4E2
Deputy Attorney General for Attorney General

Attachment B
Budget and
Deliverables
Amended 09/11/2023

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA #	21.027

ATTACHMENT B
TO INTERLOCAL CONTRACT BETWEEN
The Nevada Division of Environmental Protection
and
Board of Regents – Nevada System of Higher Education,
obo University of Nevada Las Vegas

Budget and Deliverables
Amended 09/11/2023

Budget

UNLV/NvCLPPP agrees to the total budget as shown in Table 3 for completion of the project.

Table 3 – Project Budget

PROJECT BUDGET	
A. Personnel and Fringe	
Principal Investigator	\$77,604.00
Project Manager	\$65,236.00
Project Coordinator 1	\$25,732.00
Project Coordinator 2	\$93,329.00
Hourly Personnel	\$26,145.00
<i>Total Salary and Fringe</i>	\$288,046.00
B. Travel	
Domestic	\$8,000.00
<i>Total Travel</i>	\$8,000.00
C. Other Direct Costs	
1. Lead Care IIs, test kits, & materials and supplies	\$303,601.00
2. Interface between Lead Care II and EHR System	\$630,000.00
3. Education and Outreach Direct Mail/printing \$5,000 per year, Print and Social Media Ads \$25,000 per year, Training \$6,658	\$66,658.00
4. Subawards to up to 5 Health Districts	\$500,082.00
5. Two XRF Lead Assessment machines	\$60,000.00
<i>Total Other Direct Costs</i>	\$1,560,341.00
D. Total Direct Costs	\$1,856,387.00
<i>Modified Total Direct Costs*</i>	\$1,396,305.00
Indirect Costs (10%)	\$139,630.00
Total Project Costs	\$1,996,017.00

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA #	21.027

*Modified Total Direct Costs excludes equipment tuition, participant support costs and anything of first \$25,000 of each subaward

Billing Rates

UNLV/NvCLPPP agrees to the billing rates as presented below for project completion within the agreement term.

A. Personnel Direct Costs – Per hour direct staffing cost including fringe	
1. Program Director/Principal	\$88.22
2. Associate or Project Manager	\$47.08
3. Hourly Staff	\$15.00-25.00
4. Project Coordinators (2)	\$36.05

Reimbursement Requirements

UNLV/NvCLPPP agrees to provide services and reports as outlined in this scope of work, adhering to the total project cost of \$1,996,017 as detailed in budget Table 3 of this attachment. Expenses shall be reimbursed to UNLV/NvCLPPP through monthly invoices to be paid via electronic fund transfer.

- A. Each invoice submitted to NDEP shall include the following:
 1. NDEP agency reference number and total NDEP project budget.
 2. Brief description of work performed during the billing period.
 3. Reimbursement requested identifying amount for each scope of work line-item A, B, C, and D
 4. Running total of project budget, expenditures and funds remaining.
- B. Each invoice shall include the following supporting documentation:
 1. Copies of any invoice(s) from subcontractor(s) being reimbursed, including subcontract budget and remaining balance.
 2. NDEP Travel Expense Claim forms with related receipts.
 3. Receipts and itemization for all test kits, materials, and supplies, etc.
 4. Timesheets that identify staff and hours worked on project items.
- C. UNLV agrees and acknowledges that:
 1. Expenditures may be made for work completed only within and the effective dates of: Upon final approval by the State of Nevada Board of Examiners - through - December 31, 2024
 2. All contracting and financial records relevant to this project, including sub award agreements and supporting documents shall be retained by the UNLV/NvCLPPP for six years from the date of final payment by NDEP to the UNLV/NvCLPPP, and all other pending matters are closed.

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA #	21.027

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Division of Environmental Protection
Address:	901 S. Stewart St., Ste. 4001
City, State, Zip Code:	Carson City, NV 89701
Contact:	Stephanie Simpson
Phone:	775-687-9312
Fax:	775-687-5856
Email:	s.simpson@ndep.nv.gov

Public Entity #2:	Board of Regents – Nevada System of Higher Education, obo University of Nevada Las Vegas
Address:	4505 S Maryland Parkway
City, State, Zip Code:	Las Vegas, NV 89154-1055
Contact:	UNLV APR Lori Ciccone or Project Director Erika Marquez
DUNS # / UEI #	098377336 / DLUTVJJ15U66
Phone:	702-895-1357 / 702-895-1040
Email:	osp@unlv.edu erika.marquez@unlv.edu

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon approval of the Board of Examiners	To:	December 31, 2024
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	BUDGET AND DELIVERABLES
ATTACHMENT C:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Monthly as invoiced by NSHE UNLV Sponsored Programs
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Total Contract Not to Exceed:	\$1,996,017.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
16. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, 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.
 - B. The parties 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. 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).
22. **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 and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this 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, approved by the Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

DocuSigned by:

Jim M. Ciccone

3/3/2023 | 3:54 PM PST

Executive Director, Office of Sponsored Programs

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Public Entity #1 Board of Regents, NSHE, obo

Date

Title

University of Nevada, Las Vegas

Authorized Signature

DocuSigned by:

Jennifer Carr for

3/6/2023 | 8:00 AM PST

Administrator

45C5F69E7AE84E4...

Public Entity #2

Date

Title

Nevada Division of Environmental Protection

Authorized Signature

Amey L. Stephenson

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

APR 11 2023

Date

Approved as to form by:

DocuSigned by:

Katie S. Armstrong

3/6/2023 | 9:46 AM PST

On:

Date

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Deputy Attorney General for Attorney General

Attachment A

Scope of Work

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ATTACHMENT A
TO INTERLOCAL CONTRACT BETWEEN
The Nevada Division of Environmental Protection
and
Board of Regents – Nevada System of Higher Education,
obo University of Nevada Las Vegas

SCOPE OF WORK

Project Description

The main objective of this project is to support building capacity across the state to prevent, identify, and respond to childhood lead poisoning cases. Planned activities will increase childhood lead testing, strengthen Nevada's childhood blood lead surveillance system, and increase linkages to resources for children with lead poisoning.

In summary, the Board of Regents – University of Nevada Las Vegas School of Public Health, Nevada Childhood Lead Poisoning Prevention Program University of Nevada Las Vegas, Nevada (UNLV/NvCLPPP), in partnership with other agencies as referenced in this scope of work, will implement the following strategies:

1. Reduce barriers to lead screening by providing pediatric offices with Lead Care II instruments for onsite, capillary screening.
2. Build capacity among pediatric practices to report blood lead level results and required demographic information to health authorities.
3. Build capacity across the state to conduct environmental assessments to identify lead hazards in children's homes.
4. Conduct educational outreach to medical providers and community members to promote childhood blood lead screening.

These four major activities are discussed in detail in the project activities/timeline, scope of work and budget sections of this proposal.

Project Activities and Timeline

Project activities for each of the four strategies in Table 1 below, the activities are outlined including when they will be accomplished, and the corresponding outcomes.

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Table 1 – Work Plan Year 1 and Year 2

	Strategy 1-2	(1) Reduce barriers to lead testing by providing pediatric offices in high-risk zip codes with Lead Care II instruments for onsite, capillary screening				(2) Build capacity among pediatric practices in high-risk zip codes to report blood lead level results and required demographic information to health authorities	
Process	Activities	(1a) Identifying pediatric offices in high-risk zip codes in Nevada		(1b) Purchase and distribute Lead Care II instruments and test kits		(2a) Provide funding to pediatric office to develop an interface between their Lead Care II and EHR system	
	Outputs	(1a) Number of pediatric offices in high-risk zip codes in Nevada		(1b) Number of Lead Care II and test kits purchased and distributed		(2a) 10 pediatric offices in high-risk zip codes with an interface between their Lead Care II and EHR system	
	Due Date	(1a) 1 st Quarter	April 11, 2023 - June 30, 2023	(1b) 2 nd - 6 th Quarter	July 1, 2023 - September 30, 2024	(2a) 3 rd - 6 th Quarter	October 1, 2023 - September 30, 2024
Outcomes	Short Term Outcomes	• Increased number of pediatric offices that conduct onsite, capillary lead screening for children under 6 years old. • Increased number of pediatric offices that are able to automate data transfer from Lead Care II instruments to patients' electronic health records. • Increased number of pediatric offices that reports patients' blood lead results and required demographic information to their local health district					
	Intermediate Outcomes	• Improved blood lead screening for children under 6 years of age at risk for lead exposure. • Improved blood lead and demographic reporting for children under 6 years of age at risk for lead exposure.					
	Long Term Outcomes	• Decreased disparities in blood lead levels by race/ethnicity and socioeconomic status. • Decrease adverse health effects of lead exposure in children. • Decreased societal costs associated with childhood lead exposure (e.g., healthcare, special education, criminal justice system). • Decreased number of children living in environments at high-risk of lead exposure.					

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	Strategy 3	(3) Build and maintain capacity across the state to respond to childhood lead poisoning cases and conduct environmental assessments to identify lead hazards in children's homes					
Process	Activities	(3a) Hire regional nurse for case management to serve Northern Nevada	(3b) Hire regional environmental assessors to serve Northern Nevada	(3c) Train regional and local environmental assessors to serve Northern and Southern Nevada	(3d) Purchase and distribute equipment and supplies to health districts to conduct environmental assessments in Nevada	(3e) Regional nurse provides case management for children with elevated blood lead levels in Northern Nevada	(3f) Local and regional environmental assessors provide environmental assessments in Nevada
	Outputs	(3a) 1 regional nurse for case management to serve Northern Nevada	(3b) 2 regional environmental assessors to serve Northern Nevada	(3c) 6 trained environmental assessors for northern and southern Nevada	(3d) Health districts will have equipment and supplies to conduct environmental assessments	(3e) 1 regional nurse provides case management for children with elevated blood lead levels in Northern Nevada	(3f) 6 environmental assessors provide environmental assessments in Nevada
	Due Date	(3a), (3b), (3c), and (3d) 1 st - 3 rd Quarter		April 11, 2023 - December 31, 2023		(3e) and (3f) 3 rd -7 th Quarter	October 1, 2023 - December 31, 2024
Outcomes	Short Term Outcomes	• Increased number of health districts in Nevada that are able to respond to childhood lead poisoning cases and conduct environmental assessments to identify lead hazards in children's homes					
	Intermediate Outcomes	• Improved rates of children less than 6 years of age with elevated blood lead levels who receive nurse case management and environmental assessments					

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	Long Term Outcomes	• Decreased disparities in blood lead levels by race/ethnicity and socioeconomic status. • Decrease adverse health effects of lead exposure in children. • Decreased societal costs associated with childhood lead exposure (e.g., healthcare, special education, criminal justice system). • Decreased number of children living in environments at high-risk of lead exposure.
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	Strategy 4	(4) Conduct education and outreach to medical providers and community members in high-risk zip codes to promote childhood lead screening			
Process	Activities	(4a) Create, print, and mail post cards to pediatricians in Nevada to promote childhood blood lead screening	(4b) Write, print, and mail letters to medical billers at pediatric offices in high-risk zip codes in Nevada with guidance on billing for capillary screening	(4c) Design and purchase various ads in high-risk zip codes to promote childhood blood lead screening	
	Outputs	(4a) 400 post cards mailed to pediatricians in Nevada-3 separate times	(4b) 70 letters mailed to medical billers in pediatric practices in Nevada - 2 separate times	(4c) Print and social media ads targeting parents of children under 6 in high-risk zip codes to promote lead screening	
	Due Date	(4a) and (4b) 3 rd -5 th Quarter	October 1, 2023 - June 30, 2024	(4c) 4 th Quarter	January 1, 2024 - March 31, 2024
Outcomes	Short Term Outcomes	• Increased number of medical providers in high-risk zip codes that are exposed to messaging to promote childhood lead screening	• Increased number to medical billers at pediatric offices in high-risk zip codes in Nevada who receive guidance on billing for capillary screening	• Increased number of parents in high-risk zip codes for lead exposure that are exposed to messaging to promote childhood lead screenings	
	Intermediate Outcomes	• Increased number of children under 6 in high-risk zip codes who receive a blood lead screening			

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	Long Term Outcomes • Decreased disparities in blood lead levels by race/ethnicity and socioeconomic status. • Decrease adverse health effects of lead exposure in children. • Decreased societal costs associated with childhood lead exposure (e.g., healthcare, special education, criminal justice system). • Decreased number of children living in environments at high-risk of lead exposure.
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Scope of Work

A. Personnel

The Project Director/Principal Investigator will provide primary oversight of project activities, including contracts and budgeting, program implementation, and monitoring and reporting on grant metrics.

The Program Manager will be responsible day to day implementation of project activities. In addition, he will be responsible for communication and coordination between health districts and overseeing project staff.

Hourly staff will provide administrative support to the project, which will include scheduling meetings with sub-awardees, follow-up calls to clinics, supporting outreach activities, and other tasks as needed.

B. Travel

The budget proposal also includes reimbursement meetings and in-state travel. In-state travel will support coordination of efforts across the state. Travel is estimated and charged to projects in accordance with State of Nevada travel regulations. Travel will be reimbursed at State of Nevada rates in accordance with GSA.

C. Other Project Expenses

1. Lead Care IIs, test kits, and materials and supplies

50 Lead Care II Analyzers and 250 Lead Care II test kits shall be purchased and distributed as follows: one analyzer and five test kits for 50 pediatric medical providers in Nevada. The Lead Care II analyzer is a point-of-care instrument that is stored and used at the medical provider's office. Point-of-care testing at medical provider offices drastically reduces parental non-compliance by removing travel and time barriers to going to the laboratory. Additionally, the Lead Care II is a capillary or finger prick test, which is less invasive and painful compared to the traditional blood draw. Young children and their parents are substantially more amenable to finger stick tests. Finally, the Lead Care II provides rapid results in 3 minutes, which is helpful to both parents and pediatricians alike. Notably, one test strip is needed to test each child for lead exposure, but additional test strips must be used to recalibrate the instrument at regular intervals. Test kits include 48 test strips, tubes of reagent, capillary tubes, plungers, and transfer droppers. NDEP will not seek return of this purchase property as contemplated by section 10 of Interlocal Agreement Attachment C – NDEP Additional Terms and Conditions.

2. Interface between Lead Care II and EHR System

During the first year, UNLV/NvCLPPP will provide funding to 25 pediatric offices to develop an interface between their Lead Care II instruments and Electronic Health Record (EHR) systems for

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improved blood lead result data collection. The development of this interface will dramatically increase pediatric offices ease of reporting to their local health authority by making reporting less time-intensive, more efficient, and less-error prone. Additionally, it will allow for more complete data collection of a) all capillary results and b) of patient race and ethnicity data that is presently in the EHR system, but not reported. Notably, NRS 442.700 requires race and ethnicity to be submitted along with blood lead levels results.

3. Education and Outreach

UNLV/NvCLPPP will conduct educational outreach efforts to pediatricians, office billers, and community members. Direct mail postcards to pediatricians will be used to educate pediatricians about the source and effects of lead childhood lead poisoning, CDC guidelines for testing at 12 and 24 months or once before the age of six, and that NRS 441a and NRS 442.700 require blood lead tests and patient demographic data to be reported to the local health authority. Once pediatrician offices receive their Lead Care II analyzers UNLV/NvCLPPP will provide brief educational materials in direct mailings to medical billers at the pediatric practices throughout the state so that providers learn how to correctly bill for this service.

UNLV/NvCLPPP will launch an extensive outreach campaign which includes print and social media advertisements that encourage parents to get their child lead tested according to the CDC guidelines. These ads will be printed and distributed in zip codes with the highest lead exposure risk index, as well as social media, in efforts to ensure the message will be seen by hard to reach populations whose children are most at risk for lead exposure.

D. Sub-contracts

1. Subcontract – Southern Nevada Health District (SNHD)

UNLV/NvCLPPP will subcontract with local health authority SNHD to conduct environmental assessments and lead risk assessments for children with elevated blood lead levels (EBLLs) above 10 ug/dl. UNLV/NvCLPPP will monitor work completed and manage the subaward agreement in compliance with customary State requirements.

2. Subcontract – Washoe County Health District (WCHD)

UNLV/NvCLPPP will subcontract with local health authority WCHD to conduct environmental assessments and lead risk assessments for children with elevated blood lead levels (EBLLs) above 10 ug/dl. UNLV/NvCLPPP will monitor work completed and manage the subaward agreement in compliance with customary State requirements.

Attachment B
Budget and Deliverables

Attachment
NDEP
Additional Terms and Conditions

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ATTACHMENT C
TO INTERLOCAL CONTRACT BETWEEN
The Nevada Division of Environmental Protection
and
Board of Regents – Nevada System of Higher Education,
obo University of Nevada Las Vegas

NDEP ADDITIONAL TERMS & CONDITIONS

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection (NDEP) shall pay no more compensation per individual (including any subcontractors) than the federal Executive Schedule Level 4 daily rate (exclusive of overhead). This limitation as defined in 2 CFR § 1500.10 applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$88.22 per hour.
2. *NDEP shall only reimburse the Contractor for actual cash disbursed.* Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:
 - at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year.
 - at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Contractor to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Contractor shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Contractor shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. If match is required, the Contractor shall, as part of its approved Scope of Work or Workplan and budget under this Contract, provide third party match funds of not less than: \$N/A. If match funds are required, the Contractor shall comply with additional record-keeping requirements as specified in 48 CFR 31.2 (which, if applicable, is attached hereto and by this reference is incorporated herein and made part of this contract).
4. Unless otherwise provided in the Scope of Work or Workplan, the Contractor shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
5. At the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the Scope of Work /Workplan agreed to.

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6. Any funds obligated by NDEP under this Contract that are not expended by the Contractor shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Contractor. The Contractor shall have no claim of any sort to such unexpended funds.
7. For contracts utilizing federal funds, the Contractor shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to Disadvantaged Business Enterprise (DBE) organizations owned or controlled by Minority Business Enterprise (MBE) or (Women Business Enterprise (WBE).

	MBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Contractor agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages.
 - b. Include qualified MBEs and WBEs on solicitation lists.
 - c. Assure that MBEs, and WBEs are solicited whenever they are potential sources.
 - d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBEs, and WBEs.
 - e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, and WBEs.
 - f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
 - g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.
8. The Contractor shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (EPA Form 5700-52A) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.
 9. Unless otherwise provided in the Scope of Work or Workplan Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Contractor shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Contractor will ensure that NDEP is given credit in all approved official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.
 10. Unless otherwise provided in the Scope of Work or Workplan Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Contractor's expense.

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CFDA #	21.027

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Contractor, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor at the Contractor's expense. To the extent authorized by law, the Contractor shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Contractor or the Contractor's agents or employees or any subcontractor or their agents or employees.

For any project involving new or replacement equipment acquired, in whole or in part, using federal funding sources under a subgrant, the Subgrantee is subject to the terms and conditions set forth in 41 CFR § 105-71.132, which contains provisions that govern the title, use, and disposal of the equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

11. The Contractor shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.
12. The Contractor and any subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the Scope of Work or Workplan. The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.
13. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Contractor and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in 2 CFR 1500 EPA Uniform Administrative Requirements, Cost Principles, and audit requirements for federal awards. The Contractor and any of its subcontractors shall also comply with the following:
 - a. 40 CFR Part 7 - Nondiscrimination in Programs Receiving Federal Assistance From EPA
 - b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
 - c. 40 CFR Part 31 - Uniform Administrative Requirements for Grants and Cooperative Agreements To State and Local Governments;
 - d. 40 CFR Part 32 - Government-wide Debarment and Suspension (Non-procurement) And Government-wide Requirements for Drug-Free Workplace (Grants);
 - e. 40 CFR Part 34 - Lobbying Activities.
 - f. 40 CFR Part 35, Subpart O - Cooperative Agreements and Superfund State Contracts for Superfund Response Actions (Superfund Only); and
 - g. The Hotel and Motel Fire Safety Act of 1990.

CLEAR

SUBRECIPIENT INFORMATION/ASSURANCE FORM

UNLV INFO

SUBRECIPIENT INFO

UNLV Principal Investigator: Erika Marquez	Sub Org Name: City of Carson City (Health & Human Services)
Project Title: NVCLPPP Building Local Capacity	Sub PI Name: Dustin Boothe
Prime Sponsor: Nevada Division of Environmental Protection (ARPA funds)	Sub Authorizing Official Name: Lori Bagwell
Solicitation Number: N/A	Authorizing Official Title: Mayor
Proposed Project Dates: 12/1/2023 - 12/31/2024	Prior UNLV-funded Recipient?: ☐ No ☒ Yes

Cost Sharing Required?: ☒ No ☐ Yes

SUBRECIPIENT PROJECT COSTS:

Total Direct	Total Indirect	Project Total	Cost Share Total
\$ 168,090.91	\$ 11,909.09	\$ 180,000.00	\$ 0

REQUIRED PROPOSAL DOCUMENTS

Please provide the documents checked below with this signed assurance form

Subrecipient Scope of Work ☐ Detailed Budget and Justification ☐ F&A Agreement ☐

PRIMARY PLACE OF PERFORMANCE

Address 1: 201 N. Carson St. STE 3			
Address 2:			
City, State, 9 digit Zip: Carson City, NV 89701-4289			
County: Carson		Province:	Country:
DUNS/UEI: DTBPJMA2QFC8	EIN: 88-6000189	Cage Code:	Congressional District: NV-002

☒ Subrecipient receives an annual audit in accordance with OMB Circular- A-133.

Most recent financial year completed: FY 2022 Entity Fiscal Year end date: 6/30/2022

Were any audit findings reported? ☐ Yes ☒ No If Yes, please provide URL link to complete copy of your most recent A-133 Audit here: _____ or attach a complete copy.

☐ Subrecipient does NOT receive an annual audit in accordance with OMB Circular A-133. Subrecipient is:

(Check all that apply) ☐ For-profit ☐ Non-profit ☐ Foreign ☐ Government ☐ Other

Small Business Concern? ☐ Yes ☐ No (Check all that apply below)

☐ Certified Small Disadvantaged ☐ Women-owned ☐ Veteran-owned ☐ Service-disabled veteran-owned

☐ HUBZone small business concern

Facilities and administrative rates included in this proposal have been calculated based on the following:

☐ Our federally negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept

☒ Subrecipient does not have a negotiated rate and has applied the de minimus rate of 10% (or 8% NIH for foreign entities).

☐ Other rates – Please explain: _____

☐ Not applicable. Subrecipient is not requesting F&A recovery.

Fringe Benefit Rates included in this proposal have been calculated based on the following:

- ☒ Rates are consistent with or lower than our federally negotiated rates.
- ☐ Other Rates (Please specify the basis on which the rate(s) have been calculated below)

Human Subjects: ☐ Yes ☒ No Federal Wide Assurance# _____

Animal Subjects: ☐ Yes ☒ No Animal Assurance# _____ AAALAC# _____

Debarment and Suspension

Is the PI or any other employee or student participating this project debarred, suspended or other excluded from our ineligible for participation in federal assistance programs or activities? ☐ Yes ☒ No

By signing below, Subrecipient certifies it:

- is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts
- is not presently indicted for, or otherwise criminally or civilly charged by a government entity
- has not with the three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property
- has not within three (3) years preceding this offer, had one or more contracts terminated for default by any Federal agency

Public Health Service (PHS) Conflict of Interest (FCOI), (Please select one of the boxes below if funding originates from an entity covered by the PHS-COI rule)

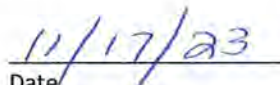
- ☐ Our organization certifies that we have a PHS compliant Financial Conflict of Interest Policy in place and that each investigator has completed the required PHS FCOI Training (42 CFR. Part 50, Subpart F and 45 CFR Part 94)
- ☒ Our organization will abide by UNLV's Individual Conflicts of Interest Involving Research Policy, in which case we will provide UNLV with completed form "PHS Financial Disclosure Form for Investigators" upon award.

The appropriate programmatic and administrative personnel of Subrecipient institution involved in this grant application are aware of the prime sponsor's consortium policy and are prepared to establish the necessary inter-institutional agreement consistent with that policy. Please submit your institutionally endorsed Letter of Intent (LOI) with this form.

Subrecipient also certifies, to the best of its knowledge that (1) financial disclosures have been made related to the activities for all investigators who may be funded by or through a resulting agreement; and, (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with subrecipient's conflict of interest policy prior to the expenditures of any funds under a resulting agreement.



Signature of Authorized Organization Representative
Name: Nicki Aaker
Title: Director



Date

FDP Subaward Amendment			
Amendment No 1		Subaward No GR17279	
Pass-Through Entity (PTE)		Subrecipient	
Board of Regents, NSHE, obo the University of Nevada, Las Vegas		Entity Name City of Carson City	
erika.marquez@unlv.edu		Contact Email DBoothe@carson.org	
Erika Marquez		Principal Investigator Dustin Boothe	
Project Title NVCLPPP Building Local Capacity			
PTE/Prime Award No. DEP23-017 (Note: NV-DEP #)		Awarding Agency U.S. Department of Treasury	
Cumulative Budget Period(s) (Agreement Start Date) (End Date of Latest Budget Period)		Amount Funded This Action	
Start Date: 12/01/2023 End Date: 12/31/2024		\$ 29,000.00	
Total Amount of Funds Obligated to Date		\$ 209,000.00	
Subrecipient Cost Share ☐		Subject to FFATA ☒	
		Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement) DTBPJMA2QFC8	
Amendment(s) to Original Terms and Conditions This Amendment revises the above-referenced Subaward Agreement as follows:			
☐ Additional Budget Period ☐ No Cost Extension ☒ Additional Funding Additional funding in the amount of \$ 29,000.00 is hereby obligated to this Subaward. ☐ Deobligation Carryover is Not Automatic Carryover across budget periods requires prior approval. ☐ Carryover Authorized If carryover is not automatic, the "Total Amount of Funds Obligated to Date" stated above may not reflect the actual balance available. The Subrecipient is responsible for tracking unobligated balances and subsequent carryover approvals from prior budget periods. In the event that funding was not fully expended by the Subrecipient during the prior period, the Subrecipient is not authorized to use funds from any prior periods, unless approval is granted by the PTE. ☒ Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other") A Detailed Budget is incorporated by attachment to this Amendment. ☒ Other (See Below) Additional funds, \$29,000, for equipment, due to a price increase from the vendor quote received a year ago and to add soil and consumer product testing modules to the XRF Lead Assessment Testing Machines.			
<i>For clarity: all amounts stated in this amendment are in United States Dollars.</i>			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
 Date 1/5/24 Date 1/4/24			
Name Lori M. Ciccone		Name Lori Bagwell	
Title Assistant Vice President, Office of Sponsored Programs		Title Mayor	

Carson City Health and Human Services (Amendment 1 Budget)

Personnel	Training	
	Enviromental Health (EH) staff (\$50.00 x 40 hours) x 4 staff	\$ 8,000.00
	Epidemiology staff (\$50.00 x 40 hours) x 2 staff	\$ 4,000.00
	Nursing staff (\$60.00x40 hours) x 2 staff	\$ 4,800.00
	Assessment time	
	EH (\$50.00 X 40 hours) x 2 staff	\$ 4,000.00
	Nursing staff (\$60.00x40 hours) x 2 staff	\$ 4,800.00
Contractual	Contract employee to develop policies and procedures for lead program	\$ 69,000.00
Operating	Testing and assessment supplies	\$ 7,531.66
	Environmental lab testing costs (50 x \$200)	\$ 10,000.00
Equipment	XRF Lead Assessment machines (\$24,500 each x 2)	\$ 78,000.00
	- Soil & Consumer Products testing modules (\$14,500 x 2)	
Training	EPA lead assessment class	
	8 staff x \$480 each	\$ 3,840.00
Travel	In state Travel	
	Millage 0.655/mile x 750 miles	\$ 491.25
Other	iPads and accessories x 2	
	XRF Lead Assessment machines batteries (\$275 x 4)	\$ 1,228.00
	XRFLead Assessment machines shipping (\$150 x 2)	\$ 1,100.00
		\$ 300.00
Total	Modified Total Direct (For indirect charges) - Indirect not charged on Equipment over \$5k (\$197,090.91 - \$78,000=\$119,090.91 x 10% de minimis rate = \$11,909.09)	\$ 197,090.91
Indirect		\$ 11,909.09
Total		\$ 209,000.00

FDP Subaward Amendment			
Amendment No 2		Subaward No GR17279	
Pass-Through Entity (PTE)		Subrecipient	
Board of Regents, NSHE, obo the University of Nevada, Las Vegas		Entity Name City of Carson City	
erika.marquez@unlv.edu		Contact Email DBoothe@carson.org	
Erika Marquez		Principal Investigator Dustin Boothe	
Project Title NVCLPPP Building Local Capacity			
PTE/Prime Award No. DEP23-017 (Note: NDEP #)		Awarding Agency U.S. Department of Treasury	
Cumulative Budget Period(s) (Agreement Start Date) (End Date of Latest Budget Period) Start Date: 12/01/2023 End Date: 10/31/2026		Amount Funded This Action \$ 0.00	Total Amount of Funds Obligated to Date \$ 209,000.00
Subrecipient Cost Share ☐	Subject to FFATA ☒	Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement) DTBPJMA2QFC8	
Amendment(s) to Original Terms and Conditions This Amendment revises the above-referenced Subaward Agreement as follows:			
☐ Additional Budget Period ☒ No Cost Extension This is a No Cost Extension. This Subaward end date is hereby extended through 10/31/2026 ☐ Additional Funding ☐ Deobligation Carryover is Not Automatic Carryover across budget periods requires prior approval. ☐ Carryover Authorized If carryover is not automatic, the "Total Amount of Funds Obligated to Date" stated above may not reflect the actual balance available. The Subrecipient is responsible for tracking unobligated balances and subsequent carryover approvals from prior budget periods. In the event that funding was not fully expended by the Subrecipient during the prior period, the Subrecipient is not authorized to use funds from any prior periods, unless approval is granted by the PTE. ☒ Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other") Amendment 4, from NDEP to UNLV is incorporated by attachment to this Amendment. ☐ Other (See Below)			
For clarity: all amounts stated in this amendment are in United States Dollars.			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of PTE: Date 9/13/2024 Name Lori M. Ciccone Title Executive Director, Office of Sponsored Programs		By an Authorized Official of Subrecipient: Date 9/11/24 Name Nicki Aaker Title Director	

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA#	21.027

AMENDMENT # 4

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Nevada Division of Environmental Protection
Address:	901 S. Stewart St., Ste. 4001
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jovani Valdivia
Phone:	775-687-9352
Fax:	775-687-5856
Email:	jvaldivia@ndep.nv.gov

Public Entity #2:	Board of Regents – Nevada System of Higher Education, obo University of Nevada Las Vegas
Address:	4505 S. Maryland Parkway
City, State, Zip Code:	Las Vegas, NV 89154-1055
Contact:	UNLV APR Lori Ciccone or Project Director Erika Marquez
Phone:	702-895-1357
Fax:	702-895-4379
Email:	osp@unlv.edu erika.marquez@unlv.edu

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 11, 2023, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This amendment revises the Attachment B, Budget and Deliverables to adjust the hourly employee billing rate to a range to allow flexibility in staff hiring and extends the contract through 11/30/2026.

B. Current Contract Language:

3.CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From	Upon approval of the Board of Examiners	To:	December 31, 2024
----------------	--	-----	-------------------

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA#	21.027

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

Attachment A:	SCOPE OF WORK Amended 07/31/2023
Attachment B:	BUDGET AND DELIVERABLES Amended 09/11/2023
Attachment C:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligation of the State under this Contract, shall be void and unenforceable.

C. Amended Contract Language:

3.CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From	Upon approval of the Board of Examiners	To:	November 30, 2026
----------------	---	-----	-------------------

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

Attachment A:	SCOPE OF WORK Amended 07/05/2024
Attachment B:	BUDGET AND DELIVERABLES Amended 07/05/2024
Attachment C:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligation of the State under this Contract, shall be void and unenforceable.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	27237
Agency Reference #:	DEP23-017
CFDA#	21.027

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

DocuSigned by
Public Entity #1
7/8/2024 | 2:27 PM PDT
Assistant Vice President, Sponsored Programs
Date Title
 Public Entity #1 Board of Regents, NSHE, obo
 University of Nevada, Las Vegas
 Authorized Signature

DocuSigned by
Public Entity #2
7/18/2024 | 9:30 AM PDT
Administrator
Date Title
 Public Entity #2 Nevada Division of
 Environmental Protection Authorized Signature

 for Amy Stephenson
Signature - Board of Examiners APPROVED BY BOARD OF EXAMINERS

On: 7/23/24
Date

Approved as to form by:

DocuSigned by
Katie S. Armstrong
7/18/2024 | 9:43 AM PDT
Deputy Attorney General for Attorney General
Date

Carson City Health and Human Services

12/01/23 to 10/31/26

Personnel

Training

Enviromental Health (EH) staff (\$50.00 x 40 hours) x 4 staff	\$ 8,000.00
Epidemiology staff (\$50.00 x 40 hours) x 2 staff	\$ 4,000.00
Nursing staff (\$60.00x40 hours) x 2 staff	\$ 4,800.00

Assessment time

EH (\$50.00 X 120 hours) x 4 staff	\$ 24,000.00
Nursing staff (\$60.00 x 120 hours) x 2 staff	\$ 14,400.00

Contractual

\$ -

Operating

Testing and assessment supplies	\$ 20,431.00
Environmental lab testing costs (100 x \$200)	\$ 20,000.00

Equipment

XRF Lead Assessment machines (\$39,000 each x 2)	\$ 78,000.00
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Training

EPA lead assessment class 8 staff x \$480 each	\$ 3,840.00
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Travel

In state Travel	
Millage 0.67/mile x 750 miles	\$ 502.50
Hotels, flights and periderm for EPA Lead Assessor Training	\$ 16,489.50

Other

iPads and accessories x 2	\$ 1,228.00
XRF Lead Assessment machines batteries (\$275 x 4)	\$ 1,100.00
XRFLead Assessment machines shipping (\$150 x 2)	\$ 300.00

Total

\$ 197,091.00

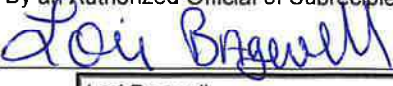
Modified Total Direct (For indirect charges) - Indirect not charged on
Equipment over \$5k (\$197,091 - \$78,000=\$119,091 x 10% de minimis rate
= \$11,909)

Indirect

\$ 11,909.00

Total

\$ 209,000.00

FDP Subaward Amendment			
Amendment No 3		Subaward No GR17279	
Pass-Through Entity (PTE)		Subrecipient	
Board of Regents, NSHE, obo the University of Nevada, Las Vegas		Entity Name City of Carson City	
erika.marquez@unlv.edu		Contact Email DBoothe@carson.org	
Erika Marquez		Principal Investigator Dustin Boothe	
Project Title NVCLPPP Building Local Capacity			
PTE/Prime Award No. DEP23-017 (Note: NV-DEP #)		Awarding Agency U.S. Department of Treasury	
Cumulative Budget Period(s) (Agreement Start Date) (End Date of Latest Budget Period)		Amount Funded This Action	Total Amount of Funds Obligated to Date
Start Date: 12/01/2023	End Date: 10/31/2026	-\$ 52,000.00	\$ 157,000.00
Subrecipient Cost Share ☐	Subject to FFATA ☒	Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement) DTBPJMA2QFC8	
Amendment(s) to Original Terms and Conditions			
This Amendment revises the above-referenced Subaward Agreement as follows:			
☐ Additional Budget Period ☐ No Cost Extension ☐ Additional Funding ☒ Deobligation This Subaward funding is decreased in the amount of \$ 52,000.00 from period 12/01/2023 - 10/31/2026 Carryover is Not Applicable ☐ Carryover Authorized ☐ Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other") ☒ Other (See Below) Reduce subaward by (-\$52,000), funds not needed due to not as many cases.			
For clarity: all amounts stated in this amendment are in United States Dollars.			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
 Date 2/17/2025		 Date 2/12/25	
Name Lori M. Ciccone		Name Lori Bagwell	
Title Executive Director, Office of Sponsored Programs		Title Mayor	

Carson City Health and Human Services
NVCLPPP Building Local Capacity - UNLV Lead Assessment Subaward
12/01/2023 - 10/31/2026

Budget Categories	Description	Amend #2 Budget	Amendment Adjustments	New Budget
Personnel	Staff Time for lead assessments	\$ 55,200.00	\$ (18,826.00)	\$ 36,374.00
Contractual		\$ -	\$ -	\$ -
Operating	Supplies and laboratory costs associated with lead assessments	\$ 40,431.00	\$ (28,455.00)	\$ 11,976.00
Equipment	Two XRF Lead Analyzers	\$ 78,000.00	\$ (5,312.00)	\$ 72,688.00
Training	Lead assessor training and associated EPA tests	\$ 3,840.00	\$ 2,000.00	\$ 5,840.00
Travel	Travel to lead assessor training	\$ 16,992.00	\$ 1,004.00	\$ 17,996.00
Other	Extra XRF batteries, outreach materials, social media posts	\$ 2,628.00	\$ 1,833.00	\$ 4,461.00
Total Direct		\$ 197,091.00	\$ (47,756.00)	\$ 149,335.00
Indirect 10%	10% Modified Total Direct Costs not including equipment over \$5000	\$ 11,909.00	\$ (4,244.00)	\$ 7,665.00
Total Award		\$ 209,000.00	\$ (52,000.00)	\$ 157,000.00



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the proposed ratification of Amendment No. 3 (“Amendment”) to Contract No. 1415-047 (“Contract”) with Bank of America, N.A. (“B of A”) for Purchasing Card Services (“P-Card”) with the Amendment extending the Contract for a period of 90 days to allow the parties time to negotiate a new agreement and establishing the use of B of A’s current form of Corporate Card Services Agreement if a new agreement is not executed upon the expiration of the 90-day period under the Amendment. (Carol Akers, cakers@carsoncity.gov and Sheri Russell-Benabou, srussell@carsoncity.gov)

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

Proposed Motion

I move to ratify the Amendment as requested.

Board's Strategic Goal

Efficient Government

Previous Action

September 2, 2021 (Item 10A) – The Board of Supervisors (“Board”) approved Amendment 2 to extend the term through September 16, 2026.

September 7, 2017 (Item 14C) – The Board approved Amendment 1 to extend the term through September 18, 2021.

September 18, 2014 (Item 20) – The Board approved the contract with Bank of America Merrill Lynch for Purchasing Card Services, for the initial three-year term with the option to renew for two additional two-year terms.

Background/Issues & Analysis

Carson City is the lead of the Nevada Public Sector Consortium for the purpose of helping state and local government agencies, public schools and municipalities – listed below – to grow their card programs and earn additional rebate basis points on their individual annual transaction volume.

- State of Nevada
- City of Reno
- NV County of Nye

- NV County of Lyon
- Regional Transportation Commission of Southern Nevada
- Las Vegas Metropolitan Police Department
- Douglas Co. & Unincorporated Towns
- City of Sparks
- Lander County School District
- Clark County School District
- Las Vegas Convention and Visitors Authority
- Reno Sparks Convention and Visitors Authority
- County of Washoe

City staff is negotiating a new agreement to be used long-term for P-Card services. The new agreement was not ready by the expiration of the current agreement, as amended, on September, 16, 2026. Due to the need for day-to-day financial transactions and the City's status as the lead of the Nevada Public Sector Consortium, exigent circumstances existed that required an extension of the Contract prior to its ability to be presented to the Board. Pursuant to these needs, staff requests that the Amendment be ratified.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number:

General Fund Refunds & Reimbursement Revenue / 1011080-466050 (Rebate Revenue)

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Revenue – approximately \$100,000 in revenue for the General Fund.
 FY26 rebate received \$101,529.59
 FY25 rebate received \$97,440.329
 FY24 rebate received \$ 101,559.62

Alternatives

Do not ratify the Amendment and/or provide alternative direction to staff.

Attachment(s):

[Carson City Card Extension 2026.pdf](#)

[1415-047 Executed Contract and Amendment 1 & 2.pdf](#)

Motion: _____

1) _____
 2) _____

Aye/Nay

(Vote Recorded By)

**AMENDMENT TO BANK OF
AMERICA CORPORATE CARD
SERVICE AGREEMENT**

THIS AMENDMENT (this "Amendment") is entered into effective as of September 16, 2026 (the "Effective Date") by and between **The City of Carson City, Nevada** ("Company") and **Bank of America, N.A.** (successor to FIA Card Services, N.A.), a Bank of America company ("Bank"), and amends the Bank of America Corporate Card Service Agreement entered into by and between Bank and Company dated September 18, 2014 (as amended, supplemented, or otherwise modified from time to time) (the "Agreement"). Capitalized terms used herein but not defined in this Amendment shall have the same meanings given to them as set forth in the Agreement.

WHEREAS, the parties previously amended the Agreement to extend its term so that it is currently scheduled to expire on September 16, 2026; and,

WHEREAS, the parties desire to extend the terms of the Agreement for a period of three (3) months to allow the Parties time to negotiate a definitive new agreement; and,

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENT(S)

- A) The term of the Agreement, currently scheduled to expire on September 16, 2026, is hereby extended for three (3) months, from September 16, 2026 to December 16, 2026 (the "Extension").
- B) During the Extension, no new public entities will be added to the Agreement until a new agreement is finalized, including by amending and replacing the terms of the Agreement as set forth herein below or as otherwise agreed between Bank and Company.

3. AMENDMENT AND REPLACEMENT OF AGREEMENT;

In the event that Bank and Company are unable to reach agreement to either amend and replace the current Agreement, or amend the term of the Extension in writing prior to December 16, 2026 (an Amended and Replacement Agreement"), the Corporate Card Services shall be governed by the terms of the Bank's current form of Corporate Card Services Agreement, a copy of which has been provided to Company (the "Standard Agreement"), and which is attached hereto as Exhibit A. Any use of the Corporate Card Services, including any Card or Card Account, after such date shall be governed by the terms of the Standard Agreement.

4. RATIFICATION; GOVERNANCE

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto. The terms of this Amendment are governed by and subject to the terms of the Agreement as if fully set forth herein. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

Execution and/or transmission of an executed counterpart of this Amendment by fax, e-mail or other electronic format (including PDF, JPEG, DocuSign® or other agreed format) shall take effect as delivery of an executed counterpart of this Amendment. You consent to the use of electronic communications, electronic records and electronic signatures for all purposes under or in connection with this Amendment. Both parties are conscious of the risks that the use of electronic communications, electronic records and electronic signatures may entail and, nonetheless, have agreed to their use for the mutual benefit of both parties and have agreed that this Amendment so executed and delivered must be recognized and have the same legal effect as if it were a paper-based document with wet-ink signatures to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as of the Effective Date, by its duly authorized officer(s).

The City of Carson City, Nevada
(Company)

Bank of America, N.A.
(Bank)

By: Lori Bagwell
(Signature)

Name: Lori Bagwell
(Print or Type)

Title: Mayor
(Print or Type)

By: Julianne Poteet
(Signature)

Name: Julianne Poteet
(Print or Type)

Title: SVP, Market Leader
(Print or Type)

9/14/2024



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 2, 2021

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Andrew Rasor, Treasurer

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 2 to Contract No. 1415-047 with Bank of America, N.A. ("B of A") for Purchasing Card Services ("P-Card") to extend the term through September 16, 2026. (Carol Akers, cakers@carson.org and Andrew Rasor, arasor@carson.org)

Staff Summary: Carson City has a contract with Bank of America, N.A. to provide Procurement Card Services for the City. The contract was for an initial term of three years beginning September 18, 2014, with additional terms that the agreement could be extended by mutual consent of the parties. Amendment No. 1 extended the contract through September 17, 2021. Both the City and B of A would like to extend the contract for an additional five-year period beginning September 18, 2021.

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

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

On September 7, 2017 the Board of Supervisor's approved Amendment No. 1 to extend the term by mutual consent of the parties through September 17, 2021, and clarification was provided that the agreement could be extended by mutual consent of the parties as set forth in the original contract.

On September 18, 2014 the Board of Supervisor's approved the no fee contract with B of A for P-Card Services for an initial three-year term with the option to renew for two additional two-year terms.

Background/Issues & Analysis

Due to the nature of banking contracts in day-to-day financial transactions of City business, it is not uncommon to see longer term contracts of 10 years or more to ensure continuity of service.

Carson City is also the lead for the Nevada Public Sector Consortium for the purpose of helping state and local government agencies, public schools and municipalities - listed below - to grow their card programs and earn additional rebate basis points on their individual annual transaction volume.

- City of Reno
- State of Nevada
- Nv County of Nye

- Nv County of Lyon
- Regional Transportation Commission of Southern Nevada
- Truckee River Flood Management Authority
- East Fork Fire Protection District
- Las Vegas Metropolitan Police Department
- Douglas Co & Unincorporated Towns
- Nv City of Sparks
- Lander County School District
- Carson City School District
- Clark County School District
- Las Vegas Convention and Visitors Authority
- Reno Sparks Convention and Visitors Authority
- NV County of Washoe

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund Refunds & Reimbursement Revenue 1011080-466050

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Revenue-Approximately \$100,000.00 in revenue for the General Fund.

FY17 rebate received \$101,328.55

FY18 rebate received \$110,853.64

FY19 rebate received \$102,564.43

FY20 rebate received \$101,423.82

FY21 rebate received \$101,844.19

Alternatives

Do not approve the amendment and provide alternative direction to staff.

Attachments:

Carson City Contract Extension 2021.docx

1415-047 Executed Contract.pdf

1415-047 Executed Amendment 1.pdf

Board Action Taken:

Motion: approve

1) SG
2) MW

Aye/Nay

5/2/20

AK

(Vote Recorded By)

**AMENDMENT TO BANK OF AMERICA
CORPORATE CARD SERVICE AGREEMENT**

THIS AMENDMENT (this "Amendment") is entered into as of August 24, 2021 (the "Effective Date") by and between **The City of Carson City, Nevada** ("Company") and **Bank of America, N.A.** (successor to FIA Card Services, N.A.), a Bank of America company ("Bank"). This document amends the Bank of America Corporate Card Service Agreement entered into by and between FIA Card Services, N.A. and The City of Carson City, Nevada dated September 18, 2014 (as amended, supplemented, or otherwise modified from time to time) (the "Agreement"). Capitalized terms used herein but not defined in this Amendment shall have the same meanings given to them as set forth in the Agreement unless the context requires otherwise.

WHEREAS, the parties desire to amend the Agreement to extend its term for Five (5) years; and

WHEREAS, the parties previously amended the Agreement, to extend its term so that it is currently scheduled to expire on September 17, 2021.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENT(S)

The term of the Agreement, currently scheduled to expire on September 17, 2021, is hereby extended for five (5) years, from September 17, 2021 to September 16, 2026.

3. RATIFICATION

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto.

Execution and/or transmission of an executed counterpart of this Amendment by fax, e-mail or other electronic format (including PDF, JPEG, DocuSign® or other agreed format) shall take effect as delivery of an executed counterpart of this Amendment. You consent to the use of electronic communications, electronic records and electronic signatures for all purposes under or in connection with this Amendment. Both parties are conscious of the risks that the use of electronic communications, electronic records and electronic signatures may entail and, nonetheless, have agreed to their use for the mutual benefit of both parties and have agreed that this Amendment so executed and delivered must be recognized and have the same legal effect as if it were a paper-based document with wet-ink signatures to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as of the Effective Date, by its duly authorized officer(s).

The City of Carson City, Nevada
(Company)

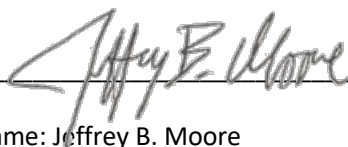
By:  _____

Print name: Carol Akers

Title: Purchasing & Contracts Administrator

Date: September 7, 2021

Bank of America, N.A.
(Bank)

By:  _____

Print name: Jeffrey B. Moore

Title: SVP Senior Client Manager

Date: August 24th, 2021



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 7, 2017

Staff Contact: Laura Rader and Gayle Robertson

Agenda Title: For Possible Action: To approve Amendment No. 1 to Contract 1415-047 with Bank of America, N. A. for Purchasing Card Services to extend the terms through September 17, 2021. (Laura Rader; LRader@carson.org and Gayle Robertson; GRobertson@carson.org)

Staff Summary: Carson City has a contract with Bank of America, N.A. to provide Procurement Card Services for the City. The contract as signed was for an initial term of three (3) years beginning September 18, 2014 with additional terms that the agreement could be extended by mutual consent of the parties. Both the City and Bank of America, N.A. would like to extend the contract for a four (4) year period beginning September 18, 2017.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Amendment No. 1 to Contract 1415-047 with Bank of America, N.A. for Purchasing Card Services to extend the terms through September 17, 2021.

Board's Strategic Goal

Efficient Government

Previous Action

Contract 1415-047 was approved at the September 18, 2014 Board of Supervisor's meeting for three (3) years with the option to renew for two (2) additional two (2) year terms.

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Miscellaneous/Refunds/Reimbursements #101-0000-366.05-00

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: The City receives approximately \$101,000 in revenue annually in the form of a rebate from Bank of America.

Alternatives

14(c) 159

Not approve and provide other direction.

Board Action Taken:

Motion: APP

- 1) KA
- 2) BB

Aye/Nay

S/O

SM
(Vote Recorded By)

**AMENDMENT TO TREASURY SERVICES RFP #1415-047-REQUEST FOR PROPOSALS FOR
CARSON CITY PURCHASING CARD SERVICES TERMS AND CONDITIONS**

THIS AMENDMENT ("Amendment") is effective as of September 18, 2017, by and between **City of Carson City, Nevada** ("Company") and **Bank of America, N.A.** ("Bank of America" or "Bank"), and amends the Bank of America Procurement Card Services dated on or about September 18, 2014 and amended from time to time and the accompanying Schedules (collectively the "Agreement").

WHEREAS, the parties desire to add to and modify certain terms of the Agreement;

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENTS

The present agreement has a contractual termination date of September 17, 2017. The parties wish to amend the Agreement term an additional four (4) years to September 17, 2021. The contract term is September 18, 2017 – September 17, 2021.

3. RATIFICATION

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the date shown above.

CITY OF CARSON CITY, NEVADA

BANK OF AMERICA, N.A.

By: _____

(Signature)

By: _____

(Signature)

Name: _____

(Print or Type)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

Date: _____

**Carson City
Agenda Report**

Date Submitted: September 5, 2014

Agenda Date Requested: September 18, 2014

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To authorize Al Kramer, Carson City Treasurer, to sign a no fee contract with Bank of America Merrill Lynch for Purchasing Card Services through September 17, 2017. (Contract File 1415-047) (Kim Belt)

Staff Summary: This contract is to provide Procurement Card Services for Carson City. Three (3) firms submitted proposals for the Request for Proposals. Based on proposal submittal, the firm Bank of America Merrill Lynch was selected via RFP #1415-047 – Request for Proposals for Carson City Purchasing Card Services. The contract will be issued for three (3) years with the option to renew for 2 (2) additional two (2) year terms.

Type of Action Requested: (check one)

() Resolution () Ordinance
(X) Formal Action/Motion () Other (Specify)

*copy of original rpt.
+ original agreement
docs to Al
Kramer
10-17-14*

Does This Action Require A Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to authorize Al Kramer, Carson City Treasurer to sign a no fee contract with Bank of America Merrill Lynch for Purchasing Card Services through September 17, 2017. (Contract File 1415-047) (Kim Belt)

Explanation for Recommended Board Action: Through this contract, Bank of America Merrill Lynch will provide Purchasing Card Services for Carson City.

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

Fiscal Impact: Approximately \$100,000.00 in revenue for the General Fund.

Explanation of Impact: Approximately \$100,000.00 in revenue for the General Fund.

Funding Source: None

Alternatives: Not authorize Treasurer to sign contract, a request for professional services to be provided by Bank of America Merrill Lynch.

Supporting Material: Contract for Services of Independent Contractor.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Alvin. Kramer Date: 9-9-14
(Treasurer)

Richard M. Mearns
(City Manager)

Date: 9/9/14

[Signature]
(District Attorney)

Date: 9/9/14

Paula [Signature]
(Finance Director)

Date: 9/9/14

Board Action Taken:

Motion: App.

- 1) KA
- 2) IM

5 0
Aye/Nay

[Signature]
(Vote Recorded By)

Umbrella Agreement for Government Banking Services

This Agreement for Government Banking Services (the "Agreement") is made as of this 13th day of September, 2014, between The City of Carson City, Nevada (the "Client") and Bank of America, N.A., a national banking association.

WHEREAS, Client issued a Request for Proposal ("RFP") more fully identified below, for providing banking services identified in the RFP (the "Services"):

**The City of Carson City, Nevada – Request for Proposals for Purchasing Card Services
ADVERTISED RFP # 1415-047**

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response dated September 2, 2014 (the "Bid Response"); and

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between Client and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. Integrated Agreement. The entire and integrated agreement between Client and Bank related to the Services shall consist of this Agreement, Corporate Card Services Agreement, Pricing Schedules I, II and III, Bank's Bid Response and Client's RFP as modified by the Bid Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Corporate Card Agreement; (3) Pricing Schedules I, II, and III (4) the Bid Response and (5) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services.
2. Commencement of Performance. Except as otherwise agreed by the parties, Bank shall begin performing each Service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. Bank shall continue to perform such Services during the term of this Agreement.
3. Term. This Agreement is for an initial term of three (3) years. The Agreement may be extended by mutual consent of the parties as set forth in the RFP.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this Agreement as of the date first written above.

The City of Carson City, Nevada

(CLIENT'S LEGAL NAME)

By: Alvin P. Kramer
(Signature)
Name: ALVIN P. KRAMER
(Print or Type)
Title: CARSON CITY TREASURER
(Print or Type)

By: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)

Bank of America, N.A.

(BANK NAME)

By: Greg Titus
(Signature)
Name: Greg Titus
(Print or Type)
Title: Senior Vice President
(Print or Type)

By: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between FIA Card Services, N.A., a Bank of America company, ("Bank of America"), and <INSERT FULL LEGAL NAME> ("Company") and shall be effective as of _____ ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

WHEREAS, where your services are provided by FIA Card Services, N.A., effective October 1, 2014 those services will be provided by Bank of America, N.A. This Agreement with all rights and obligations will be assigned to Bank of America, N.A., on October 1, 2014.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

DEFINITIONS

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic charge card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents and your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

CHARGE LIMITS

For each Service, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use, and you agree not to make any claim or request related to any Unauthorized Use of such a Cardless Account or Card Account.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your

Company Marks on the cards or collateral materials, you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

GOVERNING LAW

The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account. WHEREAS, where this Agreement is governed by the laws of the State of Delaware, effective October 1, 2014, to the extent this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, are not covered by the laws respecting national banking associations, this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where Company resides or where a Cardholder uses the Account.

TERMINATION

You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- We determine that we are insecure for any reason;
- You fail to comply with any law or regulation controlling your operation;
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

Upon any termination of a Service, (i) the entire balance outstanding on all Card Accounts with respect to that Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

SOFTWARE LICENSE

This section applies to all Software we provide to you pursuant to the Agreement unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Services).

License

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license, or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Agreement and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, services or rights covered by this Agreement.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

Infringement Indemnity

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Agreement infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms, conditions and/or pricing applicable to a Service upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate the Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS; NOTICES

Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section of this Agreement.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after the Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If the Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to a Service and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

It is possible that in providing a Service we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or identifying a living individual ("Personal Data"). We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide a Service. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

These obligations continue after the Service you are using is terminated.

LIMITATION OF LIABILITY

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

We will not be liable for and will be excused from any failure or delay in performing our obligations for a Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

PROTECTION FROM THIRD PARTIES

You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after the Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of a Service will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that (i) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.

AGREEMENT

The Agreement constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

FIA CARD SERVICES, N.A., a Bank of America Company

the city of CARSON CITY, Nevada
(COMPANY'S LEGAL NAME)
By: Alvin P. Kramer
(Signature)
Name: ALVIN P. KRAMER
(Print or Type)
Title: CARSON CITY TREASURER
(Print or Type)

By: [Signature]
(Signature)
Name: Greg Titus
(Print or Type)
Title: Senior Vice President
(Print or Type)

Address for Notices:

201 N. CARSON ST., STE. 5
CARSON CITY, NV 89701

Address for Notices:

Nevada Consortium / Public Sector Group

Capitalized terms which are not defined in this Schedule of Fees and Charges have the meaning ascribed in the Treasury Services Terms and Conditions booklet (the "Agreement").

Program Overview: The Nevada Consortium / Nevada Public Sector Group is an association of Bank of America's Purchase Card, Travel Card and ePayables public sector clients. The purpose of the Nevada Consortium / Nevada Public Sector Group is to help state and local government agencies, public schools and municipalities to grow their card programs and earn additional rebate basis points on their individual annual Transaction Volume.

Definitions:

- (i) "Participant" means an affiliate of Client of which Client is a majority owner and which Client requests by submission of a Participant Account form to participate in the Corporate Card Services.

I. General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

General Fees <i>T1LCSTNV</i>	
Annual Card Fee	Waived
Logo Fee: (Choose one color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).	Fee Waived
Unique Custom Design Fee	As quoted
Executive Cards	Fee Waived (maximum of 10 Cards)
Travel Rewards (Travel and Corporate One Card only)	\$75.00 Annual Fee per card
Return Payment Fee	Fee waived
International Transaction Fee	Up to 1% of USD amount
Expedited Card Delivery Fee	➤ U.S. Mail/Bulk Mail (Default)=No Fee ➤ Overnight=No Fee ➤ 2-day=No Fee
Overlimit Fee	Waived
Corporate Billed Fees and Finance Charges - <i>T1LCSTNV</i>	
Late Fee (assessed 3 days after cycle date when account is past due 1 – 30 days) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 1-30 days)	Fee Waived
Periodic Finance Charge Fee (Accrue on all balances that remain unpaid for 30 or more days from initial billing)	Fee Waived
Cash Advance Fee	Fee Waived
Individual Billed Fees and Finance Charges - <i>T1LCSTNV</i>	
Late Fee (assessed 3 days after due date when account is past due 1 – 30 days) (Assessed when the account is past due 1-30 days)	Fee Waived
Periodic Finance Charge Fee (Accrue on all balances that remain unpaid for 30 or more days from initial billing)	Prime Rate Fee Waived
Cash Advance Fee	Fee Waived (cash advances not available on ePayables)

ePayables Fees and Finance Charges - - T1LCSTNV

Late Fee (assessed 3 days after cycle date when account is past due 1 – 30 days) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 1-30 days) *Fee Waived*

Periodic Finance Charge Fee (Accrue on all balances that remain unpaid for 30 or more days from initial billing) *Fee Waived*

*A transaction is subject to the finance charge from the date the transaction posts to the Account. To calculate the finance charges for a billing cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous day) less payments credited to the past due balance, divided by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the first day of each calendar month (the "Prime Rate") plus any percentage points specified herein. Changes to the annual percentage rate will apply immediately to each billing cycle ending on or after the date of the change in the Prime Rate.

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. Electronic Products Schedule of fees and Charges

Reporting and Data Works	Fee Waived
Global Reporting and Account Manager (GRAM)	Fee Waived
Payment Center	Fee Waived
Data File Feeds To Customers / Third Parties:	
• Statement Billing File	
• EDI 811	Fee Waived
• Travel Agency File	
• Visa Commercial Format (VCF)	
• MC Commercial Data Format (CDF)	
1099 & Socioeconomic Reporting	Fee Waived
Custom Requests	
Custom Development and/or Maintenance	\$150.00 per hour

END OF SCHEDULES I AND II

III. U.S. Schedule of Rebates

(Cycle Grace Days)

REBATE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means, initially, the twelve (12) month period commencing on the first day of the September, 2014, and thereafter, each subsequent twelve (12) month period.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Volume and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Neither Company nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table;
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate Calculation Period.

REBATE CALCULATION AND PAYMENT

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and the Large Ticket Interchange Rebate Multiplier Table, and using the following equation:

$$((\text{Transaction Volume for Standard Transactions} \times \text{Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket Interchange Transaction volume} \times \text{Large Ticket Interchange Rebate Multiplier})) - \text{Total Credit Losses}$$

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. This paragraph is applicable for products with Travel Rewards only.

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any Participant.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*

Carson City – Nevada Consortium / Nevada Public Sector Group		Cycle days	7	14	14	30	30	30	30	30
Annual USD Card Volume Tiers		Grace days	3	3	7	3	7	14	20	25
Excludes Large Ticket		REBATE BASIS POINTS								
\$500,000	\$9,999,999		127	125	123	120	118	114	110	107
\$10,000,000	\$14,999,999		130	128	126	123	121	117	113	110
\$15,000,000	\$19,999,999		140	138	136	133	131	127	123	120
\$20,000,000	\$24,999,999		143	141	139	136	134	130	126	123
\$25,000,000	\$29,999,999		146	144	142	139	137	133	129	126
\$30,000,000	\$34,999,999		149	147	145	142	140	136	132	129
\$35,000,000	\$39,999,999		152	150	148	145	143	139	135	132
\$40,000,000	\$44,999,999		155	153	151	148	146	142	138	135
\$45,000,000	\$49,999,999		158	156	154	151	149	145	141	138
\$50,000,000	\$64,999,999		160	158	156	153	151	147	143	140
\$65,000,000	\$79,999,999		162	160	158	155	153	149	145	142
\$80,000,000	\$94,999,999		164	162	160	157	155	151	147	144
\$95,000,000	\$109,999,999		166	164	162	159	157	153	149	146
\$110,000,000	\$124,999,999		168	166	164	161	159	155	151	148
\$125,000,000	\$139,999,999		170	168	166	163	161	157	153	150
\$140,000,000	\$154,999,999		172	170	168	165	163	159	155	152
\$155,000,000	\$174,999,999		174	172	170	167	165	161	157	154
\$175,000,000	\$199,999,999		176	174	172	169	167	163	159	156
\$200,000,000	\$224,999,999		177	175	173	170	168	164	160	157
\$225,000,000	\$249,999,999		178	176	174	171	169	165	161	158
\$250,000,000	\$274,999,999		179	177	175	172	170	166	162	159
\$275,000,000	\$299,999,999		180	178	176	173	171	167	163	160
\$300,000,000			181	179	177	174	172	168	164	161

LARGE TICKET INTERCHANGE TRANSACTIONS REBATE MULTIPLIER TABLE

Large Ticket Interchange Qualified Transactions		Cycle Days	7	14	14	30	30	30	30	30
Annual Volume		Grace Days	3	3	7	3	7	14	20	25
		REBATE BASIS POINTS								
\$0	+		80	78	76	73	71	67	63	60

* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

Transaction Volume Growth Incentive

If the Year 1 Transaction Volume is greater than Five Million Dollars (\$5million), and all rebate conditions have been met, then Company will be paid a one-time incentive of Fifteen Basis Points (0.15%) on all year 1 Standard Transaction Volume that exceeds Five Million Dollars (\$5million).

Year 2 through year 5 growth incentive opportunities are fifteen basis points (0.15%) on the incremental Standard Transaction Volume growth above the previous highest year, provided that the Year 1 volume requirement has been achieved, and all rebate conditions have been met.

Payment of any incentive will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the applicable Calculation Period. No incentive will be paid to any Participant.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

The pricing portion of this proposal is valid for 90 days

END OF US SCHEDULE III

IV. Administrative Bonus

Bank will pay the City of Carson City an administrative bonus of Five Thousand Dollars (\$5,000) per year, provided Carson City is the anchor for the Nevada Public Sector Consortium. The administrative bonus will be paid concurrent with the annual rebate payment.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Jeanne Freeman, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed contract with HS GovTech for the initial set up and annual licenses, maintenance and support for a case management software program to be used by the Carson City Department of Health and Human Services (“CCHHS”), Environmental Health Division, for an amount not to exceed \$131,893.70 for a 5-year term. (Carol Akers, cakers@carsoncity.gov and Jeanne Freeman, jmfreeman@carsoncity.gov)

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

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

CCHHS is ready to transition away from its current environmental health software, SWEEPS. CCHHS has utilized the SWEEPS software since the late 1990's, and although it met CCHHS needs for over two decades, the software has not been able to keep pace with the development of environmental health programs, technological needs and security requirements of Carson City.

HS GovTech is the only software designed specifically for environmental health agencies and provides a unified platform for all environmental health operations including permit workflows, payments, billing, a citizen portal for public viewing of inspection reports and much more. This system will allow for increased customer service and efficiency with mobile inspection capability, electronic application submittals, mass recalls and notifications to operators, and lastly ADA compliance. This transition is vital to keep up with increased permit applications and technological demands.

The purchasing proposal of HS GovTech was approved by Carson City Information Technology Department and the Internal Finance Committee (IFC) at the September 2nd IFC Meeting.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number:

Grant Fund, Health Department - Various Grants 2756800: American Rescue Plan Act Local and Regional Health Authorities ("ARPA LRHA") G680025053; Public Health Funding G680026038; (National Environmental Health Association - Food and Drug Administration ("NEHA-FDA") G680026049;

General Fund, Technology Software Maintenance Cost – 1010710-500433 (Sweeps savings); and

General Fund, Environmental Health Department, 1016853-500601 & 500625 Operating and Office Supplies, as well as Douglas County Environmental Health 1016854-500601 & 500625 Operating and Office Supplies.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Fiscal Year ("FY") 2027 total cost is net zero dollars – funded through existing IT budget and grants (See below).

FY 2028 and beyond – existing budgeted funds and technology fees associated with permitting. All costs will be split between Carson City and Douglas County via interlocal agreement.

Below is a breakout of the costs for implementation and licensing through 2031.

FY 2027 total cost: \$60,150.00

- Transition costs: \$43,750.00
- Annual Licensure: \$16,400.00

FY 2028 Annual Licensure: \$16,400.00

FY 2029 Annual Licensure: \$17,384.00

FY 2030 Annual Licensure: \$18,427.04

FY 2031 Annual Licensure: \$19,532.66

Total five-year contract: \$131,893.70

If approved, funding for FY 2027 reviewed by IFC will come from a variety of sources, all within the current budget, see below.

Grant Funds:

ARPA LRHA G680025053	\$26,900.00
Public Health Funding G680026038	\$8,489.50
NEHA-FDA G680026049	\$5,000.00

General Fund:

IT Software Maint. Cost – 1010710-500433 (Sweeps savings)	\$3,880.00
EH Department	\$3,760.00
Douglas County EH Department	<u>\$12,120.50</u>

Total	\$60,150.00
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Alternatives

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

Attachment(s):

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



HS GovTech

Contract for HS CloudSuite

Between:
"Customer"

Carson City, a consolidated municipality and political subdivision of the State of Nevada, for its Department of
Health and Human Services
900 E. Long Street
Carson City, NV 89706

And

"HS GovTech"
HS GovTech USA
PO Box 90044
Charlotte, NC 28209-0044
www.HSGovtech.com
Eric Thomas, CEO

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This **HS GOVTECH CONTRACT FOR HSCLOUD** (the “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) by and between HS GovTech and the Customer identified on the cover page to which this Agreement is attached. Each of Customer and HS GovTech shall be referred to herein individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, HS GovTech is the provider of a web-based permit, financial, and inspection software application (as further defined herein, “**HSCloud**”);

WHEREAS, Customer desires to purchase access to all or a portion of the functionality of HSCloud for data management services, including performing inspections in the field using HSCloud, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. Definitions

- a. “**Confidential Information**” means any and all data or information in any form or medium (whether oral, written, electronic, or other) that the disclosing Party considers confidential or proprietary or that is otherwise not generally available to the public, or that, by its nature or the circumstances of its disclosure, the receiving Party should reasonably understand to be confidential or proprietary information of the disclosing Party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a Party, or any such information of clients or customers of a Party, which is disclosed by or on behalf of such Party to the other Party.
- b. “**Custom Configuration**” means alterations to the Standard Application, requested by Customer, to meet specific needs of Customer.
- c. “**Customer Data**” means all information, processes, documentation, and data provided or produced by Customer in connection with HSCloud.
- d. “**Decommissioning**” means the process of transitioning Customer away from using HSCloud following termination or expiration of this Agreement, as more particularly set out in Section 10.
- e. “**HSCloud**” means HS GovTech’s web-based application for permitting, inspections, complaints, and reporting and the associated mobile applications that interface with the web-based application, as more specifically described in Appendix A hereto.
- f. “**HS GovTech Servers**” means servers operated and maintained by HS GovTech or co-located on which Customer Data and Public Data may be stored and accessible by Customer.
- g. “**MyHD**” means the citizen portal that allows Customer to interact online with its constituents. This includes the ability to post inspection results online, as well as to apply for permits, renew permits, and pay invoices and fees due to Customer securely online.
- h. “**Public Data**” means any and all information entered into or stored in the cloud by Customer, or by HS GovTech on behalf of Customer, that is published and made available to the general public via MyHD at the request of Customer, or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to Customer.



- i. **“Service Add-Ons”** refers to features or functionality of HSCloud that are part of the Standard Application but that must be purchased as additional features.
- j. **“SOW”** means a Statement of Work entered into by the Parties.
- k. **“Standard Application”** means application functionality for the HSCloud that is available out-of-the-box including the standard configurability options in the system.
- l. **“Super User”** means a User that has been delegated – by Customer – authority to perform all administrative functions in HSCloud, including but not limited to; adding Users and managing their permissions, the ability to manage documentation and interact with, and speak for Customer, with support, and to have access to the configuration and system editing tools of HSCloud.
- m. **“UAT”** means user acceptance testing.
- n. **“User”** is defined as anyone who Customer authorizes to access HSCloud on its behalf, whether or not employed by Customer.

2. Scope of Services

- a. HS GovTech will provide the Customer with the features and functionality of HSCloud, as well as implementation, training, and other professional services, as set out in Appendix A.

3. Right to Use HSCloud

- a. Subject to the terms and conditions specified in this Agreement, HS GovTech grants Customer a limited, non-exclusive, non-sublicensable, revocable right during the Term to use HSCloud as specified in Appendix A, subject to Customer paying the fee according to the terms set out in Appendix B. The foregoing rights specifically exclude any right of reproduction, sale, lease, sublicense or any other transfer or disposition of HSCloud, or any portion thereof, by Customer; provided, that Customer’s Users shall be entitled to access HSCloud on Customer’s behalf.
- b. The fee is calculated based on the specifications set forth in Appendix A as of the Effective Date. Upon mutual agreement of the Parties with respect to the addition of any new modules, functionality, or expansion of use of HSCloud by Customer following the Effective Date, Appendix A will be amended to reflect the changes, and Appendix B will be amended to reflect any adjustments to the fee to reflect the changes.
- c. HS GovTech will provide sufficient software access rights and upgrades of the supporting software required for the number of Users and scope as defined in Appendix A, subject to Customer’s payment of the associated fee.
- d. Customer is responsible for and agrees to abide by all the provisions of this Agreement, and will ensure that all Customer personnel with access to HSCloud comply with the terms of this Agreement.
- e. Customer acknowledges and agrees that its access to, and accordingly its use of, HSCloud is at all times subject to the following limitations:
 - I. No Modification or Reverse Engineering—Customer will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the documentation) the whole or any part of HSCloud, nor will Customer translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of HSCloud.
 - II. No Demonstration with Intent to Replicate—Customer shall not demonstrate HSCloud to a competitor in whole or in part, or any other company or person with the intent to create a similar or like product.



- III. No Rental or Timeshare Use—Except as permitted herein, Customer will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit HSCloud in any way, nor will Customer use HSCloud in a computer service business, service bureau, hosting or time-sharing arrangement.
- IV. Unauthorized Equipment—Customer will only use HSCloud on computing devices which are supported by HS GovTech and meeting the minimum system requirements specified by HS GovTech.
- V. Proprietary Notices—Customer will not directly or indirectly remove any proprietary notices, labels, or marks from HSCloud or other materials, including those indicating any intellectual property rights of HS GovTech or any third party, unless otherwise agreed between the Parties in writing.
- VI. Customer agrees that each individual accessing HSCloud must have a unique, individual email address. The use of shared or group email addresses is not permitted under this Agreement. A “User” is defined as any individual authorized by the Customer to access HSCloud on its behalf, regardless of employment status. User accounts and login credentials may not be shared and must be used solely by the assigned individual.

4. Ownership of Software and Data

- a. HS GovTech warrants to Customer that HS GovTech has all necessary rights and licenses with respect to the HSCloud as required for HS GovTech to provide HSCloud to Customer in accordance with the terms set forth herein.
- b. All Customer Data and Public Data, whether entered into or stored in the system by Customer or by HS GovTech on behalf of Customer, is and will remain the sole property of the Customer. Customer represents warrants and covenants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as provided in accordance with this Agreement, the Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- c. Customer hereby grants HS GovTech the irrevocable, royalty-free license during the Term of this Agreement to use, copy, and otherwise exploit the Customer Data and the Public Data for the sole and express purpose of performing its obligations pursuant to this Agreement, including to extract, derive, compile, and publish the Public Data. Customer acknowledges that whether HSCloud uses HS GovTech Servers or third-party servers, the supporting software will transmit data to HS GovTech Servers for the purpose of performing functions on the data required by this Agreement and to collect the Public Data.
- d. Except for the express warranties set forth herein, HSCloud is provided “as is” and “as available.” HS GovTech specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, HS GovTech makes no warranty of any kind that HSCloud, or any products or results of the use thereof, will meet customer’s or any users’ or other person’s requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. All third party materials are provided “as is” and any representation or warranty of



or concerning any third party materials is strictly between customer and the third party owner or distributor of the third party materials.

5. Obligations of the Customer

- a. Users' or Super Users': This individual is responsible for Administrator functions within the system for Customer.
- b. Customer agrees to designate a replacement Administrator within thirty (30) days if the primary cannot serve in that capacity or leaves Customer's organization.
- c. Customer will provide access to HS GovTech's online learning material for all Users using HSCloud.
- d. If Customer supplies the computing devices to operate the supporting software, Customer is responsible, with support from HS GovTech, to install HSCloud on Customer's computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the supporting software on such devices.
- e. Customer will pay the fees set out in Appendix B on the terms and conditions provided therein.

6. Software System Upgrades and Changes

- a. The fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with Customer's specific needs and requirements. It does not include any Custom Configuration, such as design changes to modules deployed for Customer that are outside the normal configuration options of HSCloud. Phone number, office address, Customer logo changes, print forms (i.e., permits, inspections, etc.) are modifiable for no additional fee (if mandated by state or local ordinance changes). Changes that are discretion-designed in nature but not regulatory are only covered once per year. Non-regulatory changes greater than once per year will be billed as a change fee. A year is defined by a rolling twelve-month basis.
- b. HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HSCloud resulting from system upgrades and changes.

7. Intellectual Property

- a. HSCloud and all intellectual property and other rights therein will, at all times, remain the property of HS GovTech. Subject only to the use rights granted herein, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to HSCloud, whether expressly, by implication, estoppel, or otherwise. All rights, title, and interest in and to HSCloud are and will remain with HS GovTech and its licensors.
- b. If Customer provides any input, feedback, suggestions, ideas or proposals regarding HSCloud ("**Feedback**"), and such Feedback is not provided in connection with the development of a Custom Configuration or otherwise specifically on a confidential basis, Customer grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all such Feedback without restriction, provided, that such Feedback is given to HS GovTech on an "as is" basis and Customer does not provide any warranty regarding the Feedback.



8. Term

- a. The term of this Agreement will be five (5) years from the Effective Date (the “**Initial Term**”).
- b. This Agreement will automatically renew under the same terms and conditions for consecutive one-year periods (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) at the expiration of the Initial Term and each subsequent Renewal Term unless:
 1. Customer and HS GovTech enter into a new written agreement which replaces this Agreement, or;
 2. Customer or HS GovTech provides the other Party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be.

9. Termination

- a. Should either Party materially breach any provision contained in this Agreement and not correct or substantially cure such breach within sixty (60) days after receipt of written notice by the other Party of such breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-breaching Party. Notwithstanding the foregoing, with respect to Customer’s payment obligations hereunder, if Customer fails to make a payment within thirty (30) days of the applicable due date, such failure shall constitute a material breach, and Customer shall only have an additional thirty (30) days to cure such breach following notice from HS GovTech.
- b. In the event either Party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other Party may, at its sole discretion, terminate the Agreement upon thirty (30) days notice to the other Party and the provisions set out in Section 10 for Decommissioning will apply.
- c. In addition, HS GovTech may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Customer’s, or any User’s, access to or use of all or any part of HSCloud, without incurring any resulting obligation or liability, if: (i) HS GovTech receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires provider to do so; or (ii) HS GovTech believes, in its good faith discretion, that: (A) Customer or any User has failed to comply with any material term of this Agreement, or accessed or used HSCloud beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement provided by HS GovTech; (B) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with HSCloud; or (C) this Agreement expires or is terminated. This Section 9(c) does not limit any of HS GovTech’s other rights or remedies, whether at law, in equity, or under this Agreement.
- d. Non-Appropriation. In the event the appropriations to be used by Customer to satisfy this Agreement are withdrawn, limited or impaired, Customer may terminate this Agreement without further obligation or liability to HS GovTech upon written notice to HS GovTech, which notice Customer shall provide HS GovTech not less than thirty (30) days prior to the effective date of termination.

10. Decommissioning



- a. Upon termination of this Agreement, or its expiration without replacement, (i) Customer will immediately cease using HSCloud, and (ii) HS GovTech will transmit all Customer Data stored on HSCloud to Customer and securely erase such Customer Data from HSCloud within thirty (30) business days of the effective date of termination or expiration, as the case may be. Customer Data will be provided in a SQL backup file (.bak file), or comma delimited if requested by Customer. For Decommissioning to occur, all outstanding monies owed to HS GovTech by Customer must be paid in full at the time of Decommissioning. If Customer is in arrears at the time of termination or expiration of the Agreement, Customer will begin its thirty (30) day Decommission cycle upon full payment of all outstanding amounts owed to HS GovTech. HS GovTech will permanently delete all Customer Data after Decommissioning within ninety (90) days of the date of termination or expiration of this Agreement.

11. Confidentiality

- a. Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other Party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.
- b. Upon termination or expiration of this Agreement or upon the written instruction of the Party owning Confidential Information, the other Party will return or destroy the requesting Party's Confidential Information. For purposes of the foregoing, a Party will be deemed to have destroyed electronic Confidential Information when it executes an application - or operating system-level, commercially reasonable delete function on it, provided that thereafter, it does not conduct or permit any recovery or restoration of the same.
- c. Each Party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such Party and for any failure by such Party to comply with the terms hereof. Each Party will indemnify and hold harmless the other from and against any and all claims arising out of any breach by it of this Section 11(c).
- d. The obligations of confidentiality set out in this Section 11 will not apply in respect of uses or disclosures of Confidential Information where:
 - I. The Party disclosing such Confidential Information consents in advance in writing,
 - II. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the Party proposing to disclose the Confidential Information gives the other Party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or
 - III. The Party proposing to use or disclose the Confidential Information can establish with documentary evidence that other than because of a breach of this Agreement, the confidential information:
 - a. is available in the public domain or is Public Data,
 - b. was disclosed to it by a third party without violating confidentiality obligations or
 - c. was already known by it or was subsequently developed by it without any use of Confidential Information of the other Party.
- e. Customer as Governmental Entity. Notwithstanding the foregoing subsections of Section 11, HS GovTech acknowledges that Customer, Carson City, is a political subdivision of the State of Nevada and is subject to public records requests under NRS Chapter 239. Pursuant to NRS



239.010, information or documents received from HS GovTech may be open to public inspection and copying. Customer will have the duty to disclose requested records unless a particular record is made confidential by law or a common law balancing of interests. HS GovTech may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, NRS 600A.032, or similar, provided that HS GovTech, in so doing, agrees to indemnify and defend Customer for honoring such a designation. The failure to so label any document that is released by Customer shall constitute a complete waiver of any and all claims for damages caused by any release of the records. HS GovTech also acknowledges and agrees that, notwithstanding the foregoing subsections of Section 11, Customer can only enter into this Agreement by official action of its Board of Supervisors during a public meeting where this Agreement, including the Exhibits hereto, must be published and made available for public inspection.

12. Protected Health Information

- a. HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronically protected health information (PHI) included in the Customer Data in accordance with the NIST 800-53 Security Guide should Customer require that HS GovTech, subcontractor(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of Customer. PHI data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.
- b. HS GovTech will use encryption that is in accordance with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.
- c. Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.
- d. HS GovTech will implement technical security measures, including mechanisms to encrypt and decrypt electronic PHI "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.
- e. HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to Customer upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- f. HS GovTech will provide reports or additional information upon request of Customer and access by Customer or designated staff to HS GovTech's facilities and/or any location involved with providing services to Customer or involved with processing or storing Customer Data, and HS GovTech shall reasonably cooperate with Customer staff and audit requests submitted under this Section. Any Confidential Information of either Party accessed or disclosed during the course of the security audit shall be treated as set forth under this Agreement or applicable laws or regulations. Each Party shall bear its own expenses incurred in the course of conducting this security audit. HS GovTech shall, at its own expense, promptly rectify any non-compliance identified by the security audit and provide proof to Customer thereof.
- g. HS GovTech will immediately report any security incident to the appropriate Customer identified contact. If HS GovTech has actual knowledge of a confirmed data breach that affects the security



of any Customer Data that is subject to applicable data breach notification law, HS GovTech shall:

1. Promptly notify the appropriate Customer identified contact within 24 hours or sooner unless a shorter time is required by applicable law,
 2. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner,
 3. Cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach,
 4. Promptly implement necessary remedial measures, if necessary, and
 5. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- h. Access to Customer Data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security, and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance with their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.
- i. HS GovTech will deliver to Customer its annual SOC2 Type 2 audit within thirty (30) days of request if formally requested.

13. Indemnification

- a. HS GovTech shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims, or demands arising out of any third-party claim that HS Cloud infringes or misappropriates such third-party's United States patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent the alleged infringement arises from (i) third party materials or Customer Data, (ii) access to or use of HS Cloud by Customer in combination with any hardware, system, software, network, or other materials or service not specified by HS GovTech for use with HS Cloud, (iii) Customer's failure to comply with its obligations pursuant to Section 4(d), or (iv) any acts or omissions of Customer or its personnel. Customer will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.
- b. Subject to the liability limitations set forth at NRS Chapter 41, Customer shall defend, indemnify, and hold harmless HS GovTech and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims, or demands arising out of any third-party claim based on Customer Data, including any processing of Customer Data in accordance with this Agreement, and any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User, including HS GovTech's compliance with any specifications or directions provided by or on behalf of Customer or any User to the extent prepared without any contribution by HS GovTech.
- c. Each Party shall promptly notify the other Party in writing of any claim for which such Party believes it is entitled to be indemnified pursuant to Section 13(a) or Section 13(b), as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the



“Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense at the Indemnitor’s sole cost and expense. The Indemnitor may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitor’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such claim, the Indemnitor shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitor may deem appropriate. The Indemnitor’s failure to perform any obligations under this Section 13(c) will not relieve the Indemnitor of its obligations under this Section 13, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

- d. Customer acknowledges that HSCloud provided by HS GovTech constitutes part of an information system to be used by Customer, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.
- e. Section 13 sets forth the customer’s sole remedies and HS GovTech’s sole liability and obligation for any actual, threatened, or alleged claims that HSCloud or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

14. Agreement of Liability

- a. In no event will the Parties or any of their agents, licensors, service providers, or suppliers be liable under or in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (i) loss of production, use, business, revenue, or profit or diminution in value; (ii) impairment, inability to use or loss, interruption, or delay of the services, other than for the issuance of any applicable service credits pursuant to the service level agreement; (iii) loss, damage, corruption, or recovery of data, or breach of data or system security; (iv) cost of replacement goods or services; (v) loss of goodwill or reputation; or (vi) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- b. In no event will the aggregate liability of HS GovTech arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to HS GovTech by customer under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.
- c. Customer will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

15. Notice

- a. All notices provided under this Agreement will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below or to such other addresses as either Party may specify by notice to the other Party. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours or on the next business day if sent outside of regular business hours.



To HS GovTech:

HS GovTech Solutions Inc.
PO Box 90044, Charlotte NC 28290-0044
Eric Thomas, CEO
Telephone: 866-860-4224 ext 1004
Website: www.hsgovtech.com

To Customer:

Contract Contact

Name: Carol Akers
Address: 201 N. Carson Street Suite 2, Carson City, NV 89701
Phone: (775) 283-7362
Email: cakers@carsoncity.gov

Accounts Receivable Contact:

Name: Kandis Harvey
Address: 900 E. Long Street, Carson City, NV 89706
Phone: (775) 887-2190 Ext 80029
Email: EH@carsoncity.gov

- b. If normal mail service or email is interrupted by a Force Majeure (as defined below) or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the Party sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

16. General

- a. Neither Party is liable for any delay, interruption, or failure in the performance of its obligations hereunder if caused by acts of God, war, declared or undeclared, fire, flood, storm, landslide, earthquake, such Party's failure or inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the reasonable control of the Party affected (each, a "**Force Majeure**") that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the Party affected will promptly notify the other Party, giving reasonable particulars of the event. The Party so affected will use reasonable efforts to eliminate or remedy the event.
- b. This Agreement and the schedules and all attachments attached hereto and referenced herein will constitute the entire Agreement of the Parties and will supersede all prior negotiations, proposals, and representations, whether written or oral with respect to the subject matter hereof.
- c. This Agreement may not be modified except by subsequent agreement in writing executed by authorized representatives of both Customer and HS GovTech.
- d. It is mutually agreed by and between the Parties that the relationship between Customer and HS GovTech will be that of independent contractors, and this Agreement creates no principal-agent or employer-employee relationship.
- e. It is mutually agreed by and between the Parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or



unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

- f. It is mutually agreed and acknowledged by and between the Parties that any breach by it of this Agreement with respect to the intellectual property rights or Confidential Information of the other Party may cause the other Party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other Party, and so upon such a breach the other Party may seek injunctive or other equitable relief against the breaching Party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.
- g. This Agreement will be governed by and construed in accordance with the laws of the State of NV without reference to their conflicts of laws principles. The Parties consent to the jurisdiction and venue of the First Judicial District Court of the State of Nevada for disputes arising from the Agreement.
- h. The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement, and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- i. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Customer may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.
- j. Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.
- k. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

For HS GovTech USA:

For Customer:

Eric Thomas, CEO

Date:

Lori Bagwell, Mayor

Date:

Ashley Franco, Chief Customer Officer

Date:

Jeanne Freeman, Director

Date:





Appendix A – HS Cloud Suite Functionality

Enablement Project Services

Scope of Services

This section describes the scope of the project that the Customer and HS GovTech agree is needed to meet the project objectives. The scope of this project is based upon information gathered by HS GovTech, as well as information provided by the Customer during demonstrations. Listed below is the SOW that will be performed and is predicated on the assumptions listed in Section **Operating Assumptions** of this SOW.

Should the project scope be required to change at any time during this project's lifecycle, those changes will be handled through the Change Order Form included in this Agreement.

In Scope

Program Areas:

- Food
- Cottage Food
- Temporary/Mobile Food
- Pool
- Hotels
- Body Art
- Child Care
- Schools
- Institutions
- Mobile Home Parks
- Campgrounds
- Septic
- Wells and Small Water Systems
- Vector

Users: This Agreement includes system access and licensing for up to nine (9) users.

Program - A standard program in the HS GovTech system includes the following utilities, workflow and features.

Standard Workflow Utilities

Address Manager	Establishment Manager	Permit Manager
Contact Manager	Invoice and Fee Manager	Inspection Manager
Plan Review Manager	Temporary Event Manager	Temporary Vendor Manager
Complaint Manager		

Standard Workflow Features

- Bulk Invoicing for Annual Permit Renewals/Fees
- Unique Fee Schedule Management
- Ability to Bulk Import Check Payment Data
- HS CloudMobile Inspection App
- Inspection Scheduler for Routine and Follow-Up Inspections



- Violation Library Data Management Tool
- Public Inspection Results Disclosure Site (standard format)
- Standard Time Tracking Utility
- Standard Attachments Utility
- Print-Friendly Record Summary available for all record types
- Conversation Manager for interactive email communications
- Ability to mass email contacts through primary workflows
- Single Sign-On (SSO) supports the SAML protocol, including integration with identity providers such as Microsoft Azure AD, Okta, and Google Workspace. Additional investment may be required for other identity providers
- Standard Print Engine and Expected Configurable Forms*
- Standard HS Analytics Platform with Standard Reports**

Additional Functionality

- Ability to accept credit card, debit card, and ACH payments, including online payments submitted through the Citizens Portal, through an integration with clients preferred provider, NCR (3rd Party Integration)
- Citizens Portal with the ability to add up to fifteen (15) standard applications, no print form included
- Separate fee setup and processing for Carson City and Douglas County
- Consolidated billing setup to allow a single invoice for multiple permits at one location

***Standard Print Engine**

Ability to print one (1) of each of the following forms per program:

- Permit Form
- Inspection Form
- Complaint Form
- Invoice Form
- Receipt Form

****HS Analytics Standard Reports**

- System Overview Dashboard
- Establishment Summary
- Complaints Summary
- Complaints Heat Map Analysis
- Completed Inspections
- Section Violation & Risk Factor Report
- Permit Count Report
- Permits Assigned to Report
- Accounting Report Dashboard
- Payment Method
- Excess Funds
- Renewal Notices by Date

Data Conversion Services

Historical data conversion from the agency's existing system is included as follows:

Data Conversion requested from existing database: Sweeps

1. Scope of Migration Services



HS GovTech shall perform the following data migration activities (the "Migration Services") as part of the implementation process:

- **Standardized Migrations:** Two (2) scheduled standardized migrations of Client Data into the production environment
- **Data Validation:** One (1) formal data validation cycle to be completed by the Client following the initial migration
- **Go-Live Migration:** One (1) final "Go-Live" migration to capture delta changes and finalize the production data set
- **Attachments (Optional):** HS GovTech shall perform one (1) migration of associated file attachments

2. AI-Powered Assistance

To facilitate the transition, HS GovTech shall grant the Client access to an AI-Powered Assistant. This tool is provided to assist the Client with:

- General inquiries and process guidance
- Basic data preparation and cleansing logic
- Pre-submission troubleshooting and formatting checks

3. Client Obligations and Data Formatting

The Client acknowledges that successful migration is contingent upon the quality and structure of the source data.

- **Data Alignment:** The Client bears sole responsibility for aligning, cleansing, and mapping all source data to HS GovTech's required specifications and formats
- **Submission Standards:** All data must be submitted in the standardized templates provided by HS GovTech. Any delays resulting from the Client's failure to provide data in the required format may result in a shift in the Project Schedule and may incur additional fees

Out-of-Scope

The In Scope section above describes the services that HS GovTech will perform. Other services are not included. Additional items may be added to the scope through the Change Order Form included in this Agreement.

Specialized Customization Requiring Development Resources (Non-Standard):

- No complex Mathematical Calculations on Fields
- No complex logic for changing values of fields, based on the value of another field, or filtering drop down values
- No specialized logic for triggering the creation of invoices/fees
- No specialized logic for the triggering of record creation or the automation of steps within a workflow process

Project Approach Methodology

HS GovTech utilizes a structured implementation methodology to ensure consistent, successful project delivery. The methodology is executed in five key phases:

1. **Engage**
2. **Configure**



3. **Confirm**
4. **Execute**
5. **Evolve**

This methodology, along with the assumptions in Section *Operating Assumptions*, has been used to estimate all activities in this SOW.

Project Team - HS GovTech Management Roles

- **HS GovTech's Management**
HS GovTech will assign the following levels of management to support the professional services associated with this SOW / contract's referenced in section Project Phases:
- **HS GovTech's Project Enablement Manager** – is responsible for the successful management and completion of the project scope (activities, tasks, and deliverables) in this SOW and for monitoring the HS GovTech team assigned to the effort to assure their performance is in accordance with this SOW and the project schedule. In addition, the HS GovTech's Project Enablement Manager will manage any changes to the SOW through the Change Order Form.
- **HS GovTech's Executive** – is responsible for any matters brought for escalation and participates in the Project Steering Committee when HS GovTech's Program Manager or Customers' Project Manager requests such presence.

Operating Assumptions

- All changes to this SOW will be managed through the Change Order Form.
- Any activities, tasks, or deliverables not explicitly stated are excluded unless mutually agreed via Change Order.
- Hours and days are based on standard business hours and business days.
- HS GovTech services will be performed remotely or at HS GovTech sites unless otherwise agreed.
- One (1) HSCloud Suite Environment will be hosted by HS GovTech; additional environments may incur costs.
- Third-party products not outlined in this SOW require a Change Order.
- Requests for revised schedules (e.g., additional hours) must be reviewed and approved by the Customer's leadership within three (3) business days and may incur additional fees.
- Project initiation will include an overview of the HSCloud Suite Platform to introduce Customer stakeholders to the current release.
- Customer is responsible for:
 - Executing the User Acceptance Testing (UAT) plan.
 - Assigning appropriate testing resources per the agreed timeline.
 - Developing end-user training curriculum and go-live transition guides.

Project Phases



1. Engage Phase

Tasks Associated with this Activity:

- Initial Demonstration with Sales Team
- Confirm the standard enablement project requirements with Enablement Team
- Final Demonstration
- Contracting Process

Deliverables:

- Signed Contract

2. Configure Phase

Tasks Associated with this activity:

- Sales handoff to Professional Services
- PM Kickoff
 - Cadence with customer established
 - Confirmation of requirements for programs selected
- Configure
 - Check-ins with customer per cadence
 - Timeline Burndown Review
 - Documentation creation for UAT(testing)

Deliverables:

- Project Status Updates
- Testing Documentation

3. Confirm Phase

Tasks Associated with this activity:

- HSGT testing on all programs end to end
- Tweak or fix any internal issues found
- PM - Confirm phase check in with customer
 - Turn over all documentation
 - Walk through use cases
- Customer UAT (1-2 weeks)
 - PM Triage any critical issues
 - Remediate or Reject
 - PM - Change orders created for new functionality
- Close out Confirm Phase
 - PM - Alert client of movement to execute phase
- Customer train the trainer
 - Prepare customer train-the-trainer materials if needed

Customer Responsibility:



- Execute UAT within the designated timeframe
- Prepare end user training curriculum
- Prepare go-live transition guides for customer's end user staff

Deliverables:

- Review Customer UAT summary report
- Customer training curriculum, transition guides, training materials, as appropriate
- For details on UAT, please refer to **Appendix C: User Acceptance Test**

4. Execute Phase

Tasks Associated with this activity:

- PM sets date immediately following UAT
- Confirm environment ready for go live execution
- PM to allocate resources needed to execute go-live
- PM to introduce support staff and process according to SOW

HS GovTech Responsibility:

- Obtain Sign-Off on all Named Project Deliverables
- Conduct a Lessons Learned session and distribute documented results to participants
- Conduct end meeting to review, discuss and finalize all the above

Customer Responsibility:

- Participate in the Definition, Development, and Review of Deliverables
- Participate in the Lessons Learned session
- Participate in End Review meeting

Deliverables:

- Standard Platform Components Defined in the SOW

5. Evolve Phase

Tasks Associated with this activity:

- Transition project ownership from Implementation PM to Support Services.
- Conduct post-go-live audit (lessons learned).
- Establish support cadence (monthly check-ins).
- Recommend additional training (billable if outside standard scope).
- Introduce Account Manager for first Quarterly Business Review (QBR).

Schedule

HS GovTech's estimated Project schedule to perform the tasks outlined in this SOW is approximately **three (3)** months from project kickoff. Once the contract is fully executed, Notes will be turned on during the implementation for functionality. Notes support will be limited during this time and no changes or updates will be



allowed. A project phase timeline will be developed according to the project's Engage Phase.

To meet federal grant requirements, implementation must be underway by November 30, 2026.

Set Up Fee

HS GovTech's total charges to perform its HS Cloud Suite responsibilities as described in this document is \$43,750.00.



Appendix A-1 Go Live Criteria

Go-live is determined as the milestone where Customer provides HS GovTech formal approval that the HSCloud Suite implementation has reached the point where the programs listed in “**Appendix A - HSCloud Suite Functionality**” have met the In Scope criteria approved during the engagement phase.

The following Go Live Criteria checklist represents at a high level the criteria HS GovTech will measure to ensure that the project has reached the Go Live Milestone.

- **Configuration**
 - The configurations, including print forms, have been completed for programs listed in “Appendix A - HSCloud Suite Functionality”
 - Standard Reports have been deployed for HS Analytic
- **User Acceptance Testing (UAT)**
 - Approved Customer UAT closure based on the HSGT provided testing plans.
 - Issues identified during UAT have been identified and resolved.
- **Training**
 - Train the trainer has been completed for Customer identified staff in accordance with the terms of this Agreement.



Appendix A-2 Included Support

Hosting:

1. Service includes web hosting, data storage, data backup and publishing public data, which includes inspection information configured to meet the requirements of Customer.
2. HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any Force Majeure. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Appendix A3.
3. HS GovTech will allow access, via the internet, to the system servers.

Support and Maintenance:

Any issue or needs with ongoing use of the system can be handled by using the HS Cloud Support feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three (3) business days. Any change or additional functionality requests - outside the scope of this Agreement - will be reviewed and assessed, and if approved, a quote for the work will be provided.



Appendix A3 - Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance of HS Cloud. The HS GovTech 99.99% uptime guarantee sets standards for service in these critical areas:

Network Availability

Network uptime occurs when the functionality of all HS GovTech network infrastructure, including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech Servers cannot transmit and/or receive data, and if the Customer opens a service ticket for the incident in the Customer system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Customer and HS GovTech. Should a network outage occur that results in Customer system unavailability, HS GovTech will credit Customer 5% of the (Annual) fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one (Monthly Payment). These credits will be applied toward future fee payments.

Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to a Customer system is shut down because of power or heat problems, and if the Customer opens a service ticket for the incident in the Customer system ticket-tracking module. Critical system downtime is measured when the Customer ticket is opened to when the issue is resolved and the HS GovTech server returns online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HS GovTech will credit Customer 5% of the annual fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one annual payment. These will be applied toward future fee payments.

Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Customer system. All hardware components directly related to the customer system will function properly, and any failed component will be replaced immediately at no additional customer cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit Customer 5% of the annual fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one annual payment. These credits will be applied toward future fee payments.

Maintenance and Escalation (scheduled and unscheduled)

HS GovTech will notify Customer at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HS GovTech will immediately notify the Customer System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer, the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours, HS GovTech will provide updates to the Customer System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

**Customer Support and Warranty**

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST, except for federal holidays. An after-hours emergency support number is made available for Customer division director-level personnel.

Additional Services

Hosting of Customer Data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Customer system in the event the state or other regulatory Customer modifies the format in which Customer Data is collected or output on a standard form.

Critical errors or bugs in system code will be addressed and repaired immediately for the Term of the Agreement. System change requests from Customer will be evaluated on a case-by-case basis and scheduled for completion based on priority.

Exceptions

Customers with delinquent accounts may not take advantage of the uptime guarantee set forth in Appendix A3. Customer must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future fee payments.



Appendix B - Contract Fees and Payment Schedule

1. Fees

a. The fees payable under this Agreement are as follows:

Set-up: Configuration, data conversion, and implementation to HS Cloud Suite for the programs listed in the SOW	\$ 43,750.00
License Fee: Annual cost for warranty, hosting, maintenance, and technical support. Users: 9	\$ 16,400.00

b. Payment schedule and terms:

100% of set-up fee, and of first-year license, warranty, hosting, maintenance, and technical support is due upon execution of contract.
Year 1 payments will be split into two payments as follows: Payment 1: \$39,400.00 upon execution of this Agreement Payment 2: \$20,750.00 upon release to the UAT environment Fees for second-year licensing, hosting, maintenance, and technical support are due on the one-year anniversary of the contract's execution. These services will continue annually for the duration of the contract term, with a 6% annual escalation applied beginning in the third year
*Payment 1: \$ 60,150.00
Payment 2: \$ 16,400.00
Payment 3: \$ 17,384.00
Payment 4: \$ 18,427.04
Payment 5: \$ 19,532.66



2. Term:

This Agreement begins on the date it is executed and continues for a period of five (5) years as outlined in Section 8 titled 'Term'.

The Customer may add Users due to growth up to 20% of User base on the Effective Date. If the additional User base exceeds 20%, the Customer will be charged \$1,250.00 per User over the 20% threshold.



Appendix C: User Acceptance Test (UAT)

1. A **2 week** timeframe is set aside for UAT support by HS GovTech and has been recommended as the maximum time required for Customer to test the HS GovTech-produced components. Customer understands that this timeframe includes:

- a. Customer's components to be tested in the UAT environment.
 - b. All Customer UAT testing, regardless of the number of Customer organizations involved in the testing.
 - c. HS GovTech's remedy to any verified Severity Level 1 issues (see severity definitions table below) found while executing the User Acceptance Test Plan.
 - d. HS GovTech's remedy to any verified Severity Level 1 configuration related problems (see severity definitions table below), issues, and Customer's re-testing of HS GovTech' corrections.
2. UAT will be conducted by Customer in accordance with the HS GovTech User Acceptance Test Plan.
3. If a verified issue arises during the UAT period that prevents the continuation of UAT and no reasonable work-around exists, then UAT will be "suspended" until a fix is provided by HS GovTech to which then UAT will restart.
4. The UAT period shall commence immediately upon the completion of standard system configuration and testing of components by HS GovTech to Customer as outlined in the HS GovTech Enablement Project Plan. If Customer is not able to begin UAT in accordance with the HS GovTech Enablement Project Plan, Customer has the following options:
- a. Shorten the UAT period, so as not to delay its scheduled Go-Live Date
 - b. Delay the start of UAT, which may extend the originally scheduled end Go-Live Date for UAT and customer will incur additional expenses to be billed as time and materials
 - c. Any combination of the above alternatives

Any such changes to the Project Plan involved with UAT will be documented and managed through HS GovTech's Change Order Form.

Problem Reporting Process

1. All problems reported by Customer must be specifically documented and provided to HS GovTech at the time of problem reporting. Documentation includes, but is not limited to, screen shots, context in which the error happened (steps taken prior to encountering the error) and any other information such as an error code or message. Documentation will vary based on the type of error encountered.
2. The severities assigned by Customer will be reviewed and agreed upon by HS GovTech and Customer prior to the issue being entered into the issue reporting log maintained by HS GovTech.
3. Adjudication of issue severities, i.e., the delineation between technical component code issues, Design or Test Specification issues is the responsibility of HS GovTech.
4. If HS GovTech is unable to reproduce a Customer-reported issue, then the issue will be closed, unless the time to resolve the issue is extended by Customer through a Change Order Form.

Severity Definitions Table

Priority Level	Severity Level 1 - High	Severity Level 2 – Medium	Severity Level 3 - Low
Definition	An issue that prevents operation of the entire System or operationally critical System processes, or which destroys important non-recoverable data with no available workaround.	An issue that has more than a cosmetic or insignificant effect on the continued use of the System, but which does not meet the criteria for a High level issue. An issue that prevents use of part of the System. A workaround may or may not be available.	An issue that has only cosmetic or other insignificant effects on the continued use of the System, such as formatting or spelling error.
Impact	A majority of Permitted Users are unable to process transactions or access data critical for conducting daily business.	Multiple Permitted Users are affected. Prolonged outage may affect ability to complete business functions critical to Customer.	Permitted User impacted but business not stopped. A workaround or alternate capability exists. Business can continue with minor capability impact.



Appendix D: Change Order Form (COF)

Created By:	Change Order Number:
	To Statement of Work:

This Change Order <Change Order Description and Numbering Information> to SOW between HS GovTech and <Insert Customer Name Here ("Customer") is effective on <MM/DD/YYYY> ("Effective Date"). This Change Request describes the changes to the Services for SOW <#> to the Agreement entered into as of <MM/DD/YYYY>, as amended, by and between HS GovTech and Customer (the "Agreement").

Project Summary

Project Name:
Expected Start Date for the change:
Fee Structure for the change:
Estimated Duration of the change:
Estimated Total Hours for the change:
Estimated Total Charges for the change:
Estimated Expenses of the change:

Description of Change:

Impact of Change:

Cost of Change:



Description	Quantity	Unit of Measure	Price (per Unit) \$	Estimated Total \$



Appendix E: TRAINING SERVICES

Training for Customer users for go-live included in this Agreement:

Customer will be offered six (6) virtual hours for the following users:

Administrator (EH Management), Field Inspector Staff, and Business Support / Front Office Staff

Training will consist of:

- Login procedures:
 - Basic navigation of the HSCloud System
 - Data Structure overview for all users
- General System Usage:
 - Address Manager
 - Establishment Manager
 - Permit Manager
 - Contact Manager
 - OWTS Program Process Flow
 - List Screen features and setup
 - Time Tracking (If implemented)
 - Inspection Manager (All staff knowledge)
 - Complaint Submission
 - Additional added utilities (Will be based on finalized program list)
- Inspection Staff Training
 - Conducting Inspections for all purchased programs
 - HSCloud
 - HSMobile
- Business Staff
 - Application processing
 - Accounting procedures
 - Invoice Creation
 - Payments
 - Bulk Invoice
 - Payment Reporting
 - Online Payments (If applicable)
- Administrative Tools
 - HS Analytics

For all training elements, if additional utilities are added as part of the contract process, a training plan will be developed to ensure that staff are trained for these utilities.

Optional Admin/Super User Training will consist of:

- Form Builder
- Permissions Controls
- Troubleshooting list screen configuration issues

Additional Hourly Rate for Training Services-

\$140.00 (Minimum of 2 hour virtual training per person per hour)

\$425.00 (in person training) per person per hour for each trainer. Cost includes travel.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Ken Furlong, Sheriff

Agenda Title: For Possible Action: Discussion and possible action regarding an Interlocal Forensic Support Services Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and Carson City on behalf of the Carson City Sheriff's Office, for an amount not to exceed \$183,227, retroactively effective July 1, 2026, through June 30, 2027, and authorization for the Sheriff to execute the agreement. (Carol Akers, cakers@carsoncity.gov and Sheriff Ken Furlong, kfurlong@carsoncity.gov)

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

Proposed Motion

I move to approve, and authorize the Sheriff to execute, the agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 15, 2025 (Item 11.B) – The Board of Supervisors approved the Fiscal Year ("FY") 2026 interlocal agreement for Forensic Support Services. This interlocal agreement is renewed each FY.

Background/Issues & Analysis

On an annual basis, the City contracts with Washoe County on behalf of the Washoe County Sheriff's Office for Forensic Support Services. This year, the fee structure has changed from a flat fee to a per-service model. Exhibit B of the agreement lists the 2027 Fee Schedule, which outlines the fees users will pay for services provided. The request is for the agreement to be effective as of July 1, 2026, because the change to the contract took longer for Washoe County to approve; the agreement was received by the City on September 10, 2026.

Washoe County Sheriff's Office Forensic Science Division will perform forensic services as deemed necessary by the Carson City Sheriff/Coroner and District Attorney's Office.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund – Sheriff's Investigations, Contractual Services /

1012011-500349

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 1012011-500349 will be decreased by an amount not to exceed \$183,227; the available budget for FY 2027 is \$183,227. Previous annual costs for this agreement have been FY 2023=\$127,079, FY 2024=\$153,251, FY 2025=\$179,730 FY 2026=\$179,730, charged as a flat fee at the beginning of the year.

Alternatives

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

Attachment(s):

[Carson City SO Forensic Services Agreement FY27.pdf](#)

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

_____ (Vote Recorded By)		

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CARSON CITY ON BEHALF OF
THE CARSON CITY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **COUNTY**, and **CARSON CITY** on behalf of the **CARSON CITY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, **COUNTY** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **COUNTY** in providing **USER** the use of **COUNTY'S** Forensic Support Facilities and Services;

WHEREAS, **COUNTY** desires to provide its assistance to **USER** in regard to the use of **COUNTY'S** Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **COUNTY** shall provide for **USER** forensic analyses within the existing capabilities of **COUNTY** as set forth in **EXHIBIT A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **COUNTY** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

COUNTY staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

A. For Fiscal Year 2026/2027 **USER** agrees to pay **COUNTY** in accordance with the Fee Schedule attached as **EXHIBIT B** and as described in **EXHIBIT C** retroactive to July 1, 2026 to June 30, 2027. **USER** will pay for each service **COUNTY** provides to **USER** for forensic services requested between July 1, 2026 and June 30, 2027, rather than a flat fee. Services will be billed at the rate charged when the service was requested regardless of when the request was fulfilled or completed.

B. USER will be invoiced quarterly for work completed and the COUNTY will include information related to all services provided by the COUNTY to the USER. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by COUNTY. USER shall designate where COUNTY shall send invoices and notify COUNTY where invoice must be sent.

C. In the event, during any fiscal year covered by this Agreement, COUNTY shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT B**, the parties agree to negotiate, in good faith, an increase in the fees charged by COUNTY to USER to compensate COUNTY for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in fees shall be due and payable in full within 30 days after execution of said addendum.

D. In the event that the governing body of COUNTY fails to obligate any funds necessary to carry out the duties created hereunder beyond COUNTY's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

E. During the term of this Agreement, in the event that COUNTY shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of COUNTY to perform for USER, USER shall reimburse COUNTY in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by COUNTY for any such consultation services.

F. COUNTY shall provide testimony in any legal proceedings for forensic work completed by the COUNTY for the USER as outlined in EXHIBIT A without additional fees.

2. **INDEMNIFICATION:** USER agrees to indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection this Agreement, including the services to be provided pursuant to this Agreement.

COUNTY agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any negligent act or omission to act on the part of any officers, employees, and agents of COUNTY in connection with COUNTY's services to be provided pursuant to this Agreement.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2026 and terminate as of June 30, 2027 for items submitted between July 1, 2026 and June 30, 2027.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice. USER will be provided a final bill up to date to the termination date.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to COUNTY. Any such renewal shall be contingent upon the parties agreeing to the fees to be charged by COUNTY to USER.

5. GOVERNING LAW AND VENUE: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court in and for the State of Nevada for all actions arising out of this Agreement. The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under Chapter 41 of Nevada Revised Statutes in all cases.

6. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.

7. ASSIGNMENT: Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.

8. RECORD KEEPING: COUNTY and USER will maintain complete records to comply with Nevada Public Records Act pursuant to NRS Chapter 239. COUNTY has legal obligation to disclose documents in its legal custody and control unless a record is confidential by statutory or common law.

9. BREACH: Failure of either party to perform any obligation of this Agreement shall be deemed a breach. In the event of a breach, the non-breaching party must notify the breaching party and give thirty (30) day notice to remedy the breach. If the breach is not remedied after thirty days, the non-breaching party may terminate this Agreement and may pursue legal remedies.

DATE: 7/28/26

BY: [Signature]
WASHOE COUNTY SHERIFF

DATE: August 25, 2026

BY: [Signature]
CHAIR
WASHOE COUNTY COMMISSION

DATE: August 25, 2026

ATTEST: [Signature]
WASHOE COUNTY CLERK

The seal of Washoe County, Nevada, is a circular emblem. It features a central five-pointed star surrounded by a wreath. The words "SEAL OF WASHOE COUNTY" are inscribed around the perimeter, with "NEVADA" at the bottom. A small star is positioned at the bottom center of the seal.

DATE: _____

BY: _____
CARSON CITY SHERIFF

Exhibit A

Scope of Work

Accredited forensic services provided by the Washoe County Sheriff's Office – Forensic Science Division (FSD) and covered within this agreement can be found on the FSD's Scope of Accreditation. The Scope of Accreditation is attached to this Exhibit or can be found on the Washoe County Sheriff's Office website.

Crime Scene Response (24 hours a day / 7 days a week response)

The FSD responds to the following types of crimes

- Arson with loss of life and serial arsonist
- Homicide
- Attempted homicide
- Officer Involved Shootings (OIS)
- Questionable deaths with detective involvement
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon
- Battery with substantial bodily injury
- High loss burglary
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected

Toxicology

Refer to the Washoe County Sheriff's Office website for a list of drugs the Toxicology Section can screen and confirm.

For any questions contact the Washoe County Sheriff's Office Forensic Science Division Director:

Steven Johnson
sjohnson@washoecounty.gov
775-328-2800



CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

**Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd., Reno, Nevada 89512 USA**

Fulfills the requirements of

ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023)

FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

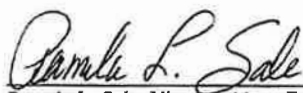
FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

In the field of

Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.

The current scope of accreditation can be verified at www.anab.org.


Pamela L. Sale, Vice President, Forensics

Expiry Date: 31 October 2026
Certificate Number: FT-0040





**SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2017**

**Accreditation Requirements for Forensic Testing and Calibration (2023)
FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020
FBI Quality Assurance Standards for DNA Databasing Laboratories:2020**

Washoe County Sheriff's Office Forensic Science Division

911 Parr Blvd.
Reno, Nevada 89512 USA

FORENSIC TESTING

ISO/IEC 17025 Accreditation Granted: 29 May 2014

Certificate Number: FT-0040

Certificate Expiry Date: 31 October 2026

Discipline: Biology		
Component/Parameter	Item	Key Equipment/Technology
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
DNA Profile Determination (Database Samples)	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid Epithelial Cell	Capillary Electrophoresis Chemical Fluorescence Spectroscopy General Microscopy Immunoassay

Discipline: Rapid DNA		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
DNA Profile Development	Short Tandem Repeat (STR)	Capillary Electrophoresis

This Scope of Accreditation, version 007, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

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www.anab.org



Discipline: Firearms and Toolmarks		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Distance Determination	Firearm Physical Item	Chemical General Microscopy Measuring Equipment
Function Evaluation	Air Gun Firearm	Dead Weight Measuring Equipment Visual
Individual Characteristic Database	Ammunition	National Integrated Ballistic Information Network (NIBIN)
Physical Comparison	Ammunition	General Microscopy Visual
Qualitative Determination	Ammunition Firearm Metal Nitrate/Nitrite Tool	Chemical General Microscopy Measuring Equipment Reference Collection
Serial Number Restoration	Physical Item	Chemical General Microscopy Magnetic Visual
Trajectory Determination	Inspection/Test Result Physical Item	Measuring Equipment

Discipline: Friction Ridge		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	Next Generation Identification System (NGI)
Physical Comparison	Ridge Detail	Software Program Visual
Qualitative Determination	Blood	Chemical

Discipline: Scene Investigation		
Component/Parameter	Item	Key Equipment/Technology
Field Sampling	Physical Item	Not Applicable
Enhancement	Physical Item	Chemical

This Scope of Accreditation, version 007, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

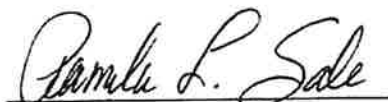
Page 2 of 3

		Physical Software Program
Qualitative Determination	Body Fluid Metal Physical Item	Chemical Metal Detector Visual

Discipline: Seized Drugs		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Raman Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

Discipline: Toxicology – General Testing		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography
Quantitative Measurement	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Quantitative Measurement (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.



Pamela L. Sale
Vice President, Forensics

This Scope of Accreditation, version 007, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

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Exhibit B – Fiscal Year 27 Fee Schedule

Service Name	FY27 Rates
DNA FEES	
DNA – Reference Sample (Rate per Sample)	\$456
DNA – Per Sample (Rate per Evidence Samples)	\$1606
DNA – Stop at Quantification or Interpretation Only (Rate per Sample)	\$1103
DNA – Sexual Assault Kit (Kit includes 1 Reference and 3 Evidence Samples)	\$1912
DNA – Report Only	\$274
DNA – Per Hour	\$137
FIREARMS FEES	
Firearms – Per Hour	\$164
CRIME SCENE FEES	
Crime Scene – 4 Staff	\$30,261
Crime Scene – 3 Staff	\$9,782
Crime Scene – 2 Staff	\$4,163
Crime Scene – 1 Staff	\$2,579
Crime Scene – Per Hour	\$131
LATENT PRINT FEES	
Latent Print Comparisons – Per Hour	\$124
Latent Print Processing – Per Hour	\$131
OTHER FEES	
Controlled Substances – Per Assignment (Up to 5 Exhibits)	\$834
TOXICOLOGY FEES	
Toxicology (Alcohol, Blood Test) – Per Sample	\$157
Toxicology (Drug Screen, Blood Test) – Per Sample	\$350*
Toxicology (Drug Confirmation, Blood Test) – Per Sample	\$536

*Drug Screens will be performed as part of an OTS Grant and the cost of this service will not be billed to the submitting agency.

Exhibit C – Description of Services

Service Name	Description
DNA Fees	
DNA – Reference Sample	The fee to analyze one reference sample. Multiple reference samples may be required per assignment, and this charge will be applied per submitted sample.
DNA – Per Sample	The fee to analyze one evidential DNA sample through the interpretation and report writing process. Multiple evidential samples may be collected from a single piece of evidence, and this charge will be applied for each sample processed.
DNA – Stop at Quantification (Lab)	The fee for an evidential DNA sample that does <i>not</i> move forward to the interpretation process, and the DNA analysis is stopped at the quantification step.
DNA – Interpretation Only	The fee to compare a DNA profile to a previously generated profile with no laboratory work performed.
DNA – Sexual Assault Kit	The fee to process one DNA Sexual Assault Kit. The “Kit” includes testing for one reference sample and up to three evidential samples. Any additional reference samples will be charged at the Reference Sample rate and additional evidential samples will be charged at the Per Sample or Stop at Quantification rate, as appropriate.
DNA – Report Only	The fee to generate a report <i>without</i> any other work performed by the laboratory. This typically occurs when a case is outsourced to another laboratory.
DNA – Hour	The hourly rate used for work <i>not</i> outlined in the above charges. This typically occurs when items of evidence are screened for biological samples, but no samples are collected and forwarded for DNA analysis. In this example, the hourly rate will be used for the time spent screening the evidence and writing the report.
DNA Assignment Example	An agency submits a case with three evidence items and two reference samples. Three biological samples were collected from one item of evidence, and two biological samples were collected from each of the other two evidence items (total of seven evidence samples). Five evidence samples were processed through the interpretation and report writing process, two evidence samples were stopped at quantification, and the two reference samples were processed. The agency would be billed for: DNA – Per Sample x 5 samples DNA – Stop at Quantification x 2 samples DNA – Reference Sample x 2 The number of biological samples collected necessary to support the testing request will be determined by the laboratory.

Latent Print Fees	
Latent Print Comparisons – Per Hour	The hourly rate used for all work performed in the latent print comparison section.
Latent Print Processing – Per Hour	The hourly rate used for all work performed in the latent print processing section.

Firearms Fees	
Firearms – Per Hour	The hourly rate used for all work performed in the firearms sections, including trajectory analysis.

Exhibit C – Description of Services

Crime Scene Fees	
Crime Scene – 1 Staff	The fee for a request for Crime Scene service for X number of analysts. A request for service may include one or multiple scenes or multiple requests for service. The rate charged will be for the number of analysts needed to complete each request for service per case. For example, one request for service may have four small scenes (primary, secondary, victim, and suspect) and would only require one analyst to manage that request. In this example, the agency would be charged the Crime Scene - 1 Staff rate. Conversely, a request for service may include one large scene which requires 3 analysts (i.e. large shooting scene with multiple weapons, multiple shooting locations within the scene, and a large volume of evidence to collect and process on scene). In this example, the agency would be charged with the Crime Scene - 3 Staff rate. Most of the requests for Crime Scene services only require one or two analysts. A case could have multiple requests for service. Using the first example, after the first request was processed with one analyst, the agency added a separate request for vehicle processing. This request only requires one analyst, and the agency would be charged a <u>second</u>, Crime Scene - 1 Staff rate. Suspect and victim processing may be considered a separate scene when additional staff is requested by the agency for processing. Using the first example again, if one analyst is working on the primary scene and the agency requests a second analyst to process a suspect, the agency will be charged at the Crime Scene - 1 Staff rate for the initial request and the Crime Scene - 1 Staff rate for the secondary request (suspect processing). The number of analysts needed to work a scene will be determined by the laboratory and will be based on the complexity of the scene. Each scene will typically be worked start to finish before moving to another scene.
Crime Scene – 2 Staff	
Crime Scene – 3 Staff	
Crime Scene – 4 Staff	
Crime Scene – Per Hour	The hourly rate used to travel to a scene outside of Washoe County. The agency will be charged from Portal to Portal.

Controlled Substances Fees	
Controlled Substances – Per Assignment	Fee for a completed assignment, up to five exhibits tested. Exhibits are tested as needed to support the highest criminal charge(s). When more than five exhibits are tested, additional assignments will be created. Exhibits are substances with the same general makeup (white powder, crystalline substance, black tar material, etc.) and multiple similar items from the same evidence package can be one exhibit or a single item of evidence may contain multiple exhibits if different.

Toxicology Fees	
Toxicology (Alcohol, Blood Test)	Fee for each completed blood alcohol test. Cases with three-part blood draws will be charged for each alcohol blood draw tested.
Toxicology (Drug Screen, Blood Test)	Fee to screen a blood sample for the presence of controlled substances.
Toxicology (Drug Confirmation, Blood Test)	Fee to confirm the presence of controlled substances in a blood sample. A Drug Screen will occur prior to a Drug Confirmation . When a request is submitted to analyze a blood sample for alcohol and drugs and the alcohol result is greater than 0.100, only a Drug Screen will be performed. The agency can make an additional Drug Confirmation request to confirm the drugs identified in the Drug Screen .



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Carol Akers, Purchasing and Contracts Administrator

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 27300226 for Justin E. Oakes, Esq. to serve as appointed conflict counsel for indigent defendants for a term beginning November 1, 2026, and ending June 30, 2029, for a total amount not to exceed \$794,172. (Carol Akers, cakers@carsoncity.gov and Glen Martel, gmartel@carsoncity.gov)

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

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Pursuant to the new Indigent Defense Representation Plan and requirements, the Board is required to select the conflict counsel for the contracts. Prior to the new regulations, the judges in the First Judicial District Court, the Juvenile Magistrate, and the Carson City Justice of the Peace/Municipal Court judges convened, reviewed resumes, and recommended the desired conflict attorney to the Board.

An announcement soliciting Letters of Interest for the contract was published in the Reno Gazette Journal, Washoe County Bar Association, and the First Judicial Bar Association. Mr. Oakes submitted a letter of interest on September 17, 2026. Prior solicitations for this contract were unsuccessful, with no interest letters submitted. Per Mr. Oakes' resume, he has over 20 years of legal experience, he is in good standing with the Nevada Bar Association, and he has been approved through the Department of Indigent Defense to handle all matters, including non-capital Category A felonies. Staff recommends that the Board award Mr. Oakes the conflict counsel contract.

The fee for Mr. Oakes' services was calculated at \$24,000 per month (November 1, 2026, through June 30, 2027) for \$192,000 during the remainder of Fiscal Year ("FY") 2027, with a 3% increase for FY 2028 at \$296,640, and a 3% increase for FY 2029 at \$305,532. The proposed rate anticipates 104 cases per year, which is reasonable at \$2,769 per case in FY 2027 and consistent with other conflict counsel contracts approved by the Board.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Department of Indigent Defense, Conflict Counsel
Account - 1010611-500361

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, \$192,000 will be reduced from account 1010611-500361, which has a budget of \$0 remaining for FY 2027. It is anticipated that the Nevada Department of Indigent Defense Services (DIDS) will reimburse these expenditures, and therefore, this budget and revenue will be augmented/increased by \$192,000.

Alternatives

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

Attachment(s):

[27300226 DRAFT Contract.pdf](#)

[Letter of Interest .pdf](#)

[Resume.pdf](#)

[DIDS Approval.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

THIS CONTRACT is made and entered into this 1st day of October 2026, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Justin E. Oakes, Esq., 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 (does involve___) (does not involve _X_) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 27300226** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT**, shall provide and perform the services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference, 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.

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**.

For P&C Use Only

CCBL expires _____

GL expires _____

PL expires _____

WC expires _____

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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:
(OMITTED)

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 This Contract shall be effective from November 1, 2026, subject to Carson City Board of Supervisors' approval (anticipated to be October 1, 2026) to June 30, 2029, 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

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addressed to the other party at the address specified below.

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

Justin E. Oakes, Esq.
1188 California Ave.
Reno, NV 89509
775-750-9804
Justineoakes_55@yahoo.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Scope of Work Fee Schedule, as further specified in Exhibit A, for a total not to exceed amount of Seven Hundred Ninety Four Thousand One Hundred Seventy Two Dollars and 00/100 (\$794,172.00) for the SERVICES, and hereinafter referred to as "Contract Sum," with the Contract Sum comprising:

5.1.1 For Fiscal Year ("FY") 2027 (November 2026 – June 2027), a not to exceed amount of One Hundred Ninety Two Thousand Dollars and 00/100 (\$192,000.00) for the SERVICES.

5.1.2 For FY 2028, a not to exceed amount of Two Hundred Ninety Six Thousand Six Hundred Forty Dollars and 00/100 (\$296,640.00) for the SERVICES.

5.1.3 For FY 2029, a not to exceed amount of Three Hundred Five Thousand Five Hundred Thirty Two Dollars and 00/100 (\$305,532.00) for the SERVICES.

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

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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 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,

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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

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

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PROPRIETARY INFORMATION).

7.5.1.5 **CONTRACTOR** shall provide all court appointment case files to the **CITY** or the new conflict counsel within 7 days of notification to the **CITY** that he or she is terminating the contract or closing practice or within 7 days of notification by the **CITY** that the contract is being terminated.

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 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

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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 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

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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 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 liability insurance policy 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 **CONSULTANT**, 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 shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the

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Waiver of Subrogation Clause.

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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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.

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 acceptable to the State 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:** 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:

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.

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13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

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

13.22.4 Discovery period: 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 with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or 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.

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

Contract. **CITY** may set-off against consideration due any delinquent government obligation.

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.

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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

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. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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).

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 City Board of Supervisors 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):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **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 City Board of Supervisors. 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. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

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:

CITY

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL

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

By: _____
District Attorney or his or her Authorized Designee

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

Account: 1010611 500361

By: _____
Carol Akers
Purchasing & Contracts Administrator

Dated _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

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: Justin E. Oakes, Esq.

CARSON CITY BUSINESS LICENSE #: BL-_____

Address: 1188 California Ave.

City: Reno **State:** NV **Zip Code:** 89509

Telephone: 775-750-9804

E-mail Address: justineoakes_55@yahoo.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 1, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300226**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of October 2026.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 1st day of October 2026.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 27300226

Title: Conflict Counsel, Justin E. Oakes, Esq.

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City District Court

Attn: Martha Tinajero, mtinajero@carsoncity.gov

885 East Musser St

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

Conflict Counsel Contract

FY 2027-FY 2029

I. CONTRACTOR SERVICES:

- a. The **CONTRACTOR** hereby agrees to perform the services of an attorney in the defense of indigent adults charged with a public offense and when the court for cause is required to disqualify the Carson City Public Defender.
- b. The **CONTRACTOR** agrees to perform the services of an attorney for a child alleged to be delinquent or in need of supervision where the Court orders the appointment of an attorney in accord with NRS 62.085 and when the Court for cause is required to disqualify the Carson City Public Defender.
- c. The **CONTRACTOR** agrees to perform the services of an attorney for a parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the court orders the appointment of **CONTRACTOR** pursuant to NRS 432B.420 and when the court for cause is required to disqualify the Carson City Public Defender.
- d. The **CONTRACTOR** agrees to actively participate and attend meetings to adhere to the best practices and standards adopted by the First Judicial District Court, the First Judicial District Court - Juvenile Court Division, and the Carson City Justice/Municipal Court.
- e. The **CONTRACTOR** agrees to perform the services of an attorney for a person against whom proceedings are commenced to revoke any probation which was granted to that person, provided that the Court appoints **CONTRACTOR** on the matter to represent that person at the probation revocation proceedings and the person is indigent and when the Court for cause is required to disqualify the Carson City Public Defender.
- f. The **CONTRACTOR** agrees to perform the duties required by NRS 260.050 (County public defenders).
- g. The **CONTRACTOR** agrees to perform the services of an attorney to represent a child or parent in any proceeding for terminating parental rights, or any rehearing or appeal where the Court orders the appointment of an attorney in accord with NRS 128.100 and when the Court for cause is required to disqualify the Carson City Public Defender.
- h. The **CONTRACTOR** agrees to perform services of an attorney for fees pursuant to NRS 7.125 – 7.165 on cases appointed by the Court for the convenience of the Court, where there is no disqualification of the public defender.

II. SCOPE OF WORK:

The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

- a. The **CITY** contracts with the **CONTRACTOR** to provide the professional and legal services of an attorney for conflict cases when the First Judicial District Court or the Carson City Justice/Municipal Court for cause is required to disqualify the Carson City Public Defender.
- b. The **CONTRACTOR** shall provide all required professional services as necessary to satisfy the

Conflict Counsel Contract FY 2027-FY 2029

intended purposes of this Contract.

- c. Such services shall be performed in accordance with this Contract and shall not be altered except by written consent of both parties.
- d. The professional services described in the succeeding paragraphs must be performed in a professional, competent and effective manner given the law applicable to the particular matter for which legal services are being rendered and the applicable rules and standards of professional responsibility.
- e. The **CITY** is contracting for the professional services of the **CONTRACTOR**.
- f. **CONTRACTOR** must personally handle the cases in which **CONTRACTOR** has been appointed as counsel. However, in the event that **CONTRACTOR** is unable to personally appear at any stage of the court proceeding, **CONTRACTOR** may have another conflict counsel or, if **CONTRACTOR** practices law with a law firm, have another lawyer within **CONTRACTOR's** firm appear for **CONTRACTOR**, provided that **CONTRACTOR** has adequately briefed the appearing conflict counsel or lawyer to enable the appearing conflict counsel or lawyer to provide effective assistance of counsel. **CONTRACTOR** may not transfer the case to another attorney without substitution of counsel being approved by the court.
- g. However, no additional compensation shall be paid to the **CONTRACTOR** or the other lawyer in **CONTRACTOR'S** firm by virtue of this change.
- h. The professional services described in the Scope of Work to be performed by the **CONTRACTOR** under this Contract shall be as follows:
 - i. Conduct interviews;
 - ii. Perform or supervise the performance of necessary investigation;
 - iii. Conduct necessary preparation;
 - iv. Promptly appear at all Court hearings concerning the assigned matter including, but not limited to, preliminary hearing, arraignment, pretrial writ or motion hearings, trial and sentencing as required to provide a full professional defense of the matter;
 - v. Be required to represent the person in the assigned matter on any appeal to the First Judicial District Court or Nevada Supreme Court whether based upon a preliminary matter, final judgment, or other matters required in this Contract.
 - vi. **CONTRACTOR** shall represent indigent defendants on all matters deemed appropriate by the Court and any other pending or trailing matter that the Carson City Public Defender was previously appointed.
 - vii. The **CONTRACTOR** agrees to staff and maintain an office in Carson City, Nevada, and furnish to the Justice Courts, District Courts, Specialty Courts, Juvenile Court, Sheriff's Department and District Attorney a telephone number for use after normal office hours in

Conflict Counsel Contract

FY 2027-FY 2029

any emergency that may arise where the **CONTRACTOR'S** services are requested pursuant to the terms of this contract.

III. PROCEDURAL PROVISIONS:

If, in the interests of justice, the **CONTRACTOR** is required to substitute out of an assigned case, the **CONTRACTOR** shall petition the Court for approval of the substitution.

- a. The Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the **CITY'S** contracted conflict counsel.
- b. **CONTRACTOR** shall be allowed to substitute out of an assigned case if the Defendant of the assigned case has sought to retain **CONTRACTOR** prior to, or before knowledge of, the assignment. **CONTRACTOR** shall notify the Court in writing of the conflict, and the Court will make reasonable efforts to appoint and substitute in one of the **CONTRACTORS** in the City's contracted conflict counsel.
- c. If the **CITY'S** other contract **CONTRACTORS** cannot properly be substituted into the **CONTRACTOR'S** assigned case, the Court may appoint and order the compensation of a non-contract lawyer.
- d. The Indigent Defense Coordinator may request periodic time summaries from the **CONTRACTOR** in a form prescribed by the Indigent Defense Coordinator.
- e. These time summaries will report the amount of time necessary and reasonable spent for travel, investigation, research, trial preparation and hearings as well as trials.
- f. These time summaries will be provided to the Indigent Defense Coordinator at the conclusion of each assigned case. The time summaries may be requested by the Court.
- g. These time reports may be made available by the Indigent Defense Coordinator for audit by the **CITY'S** representative.
- h. If any State statute in effect now or hereinafter enacted requires public defenders to provide certain information or reports, **CONTRACTOR** agrees to provide and maintain that information at no additional cost to the **CITY**.
- i. **CONTRACTOR** is not required to provide any information which would compromise client confidentiality or violate any laws or rules of professional conduct. In case of a dispute, the **CONTRACTOR** should attempt to resolve the matter with the Court Administrator, or his or her designee and, if necessary, the Board of Supervisors.
- j. Nothing in this section shall be construed in a manner that requires violating the confidence of the client or the attorney-client privilege contained in Court rules or statutes.

IV. MISCELLANEOUS PROVISIONS:

- a. The **CITY** and the **CONTRACTOR** acknowledge that the City may contract with other lawyers in

Conflict Counsel Contract FY 2027-FY 2029

the same manner and for the same purposes as **CONTRACTOR**.

- b. It is agreed by the **CITY** and the **CONTRACTOR** that this Contract, if entered into, will enable appointments to be made by the Court, on a rotating basis and to eliminate appointment of **CONTRACTOR** in a matter that would create a conflict of interest for **CONTRACTOR** in a particular matter.
- c. When **CONTRACTOR** is appointed as counsel in any case, **CONTRACTOR** must, within 1 day of being appointed, run a conflict check and inform the appointing court if **CONTRACTOR** has a conflict.
- d. Causes of action between the parties to this Contract pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts or failures to act occurring prior to completion, or the date of final payment, to the **CONTRACTOR** in a particular manner.
- e. The **CITY** and the **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- f. **CONTRACTOR** may engage in the private practice of law which does not conflict with **CONTRACTOR'S** professional services as Conflict Counsel pursuant to this Contract.
- g. If **CONTRACTOR** is required to substitute out of an assigned case, **CONTRACTOR** shall comply with Procedural Provisions within the Scope of Work section of this Contract and with the applicable statutes and court rules.

V. CONSIDERATION:

- a. From November 1, 2026, through June 30, 2027 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of the SERVICES under this contract the sum of Twenty Four Thousand Dollars and 00/100 (\$24,000.00) per month.
- b. From July 1, 2027, through June 30, 2028 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of the SERVICES under this contract the sum of Twenty Four Thousand Seven Hundred Twenty Dollars and 00/100 (\$24,720.00) per month.
- c. From July 1, 2028, through June 30, 2029 - The **CITY** agrees to pay the **CONTRACTOR** and the **CONTRACTOR** agrees to accept as full compensation for the performance of the SERVICES under this contract the sum of Twenty Five Thousand Four Hundred Sixty One Dollars and 00/100 (\$25,461.00) per month.
- d. The **CONTRACTOR** must submit a monthly billing to the First Judicial District Court, Attention: Martha Tinajero, 885 Musser Street, Suite 2007, Carson City, NV 89701 or by email to

Conflict Counsel Contract FY 2027-FY 2029

mtinajero@carsoncity.gov and jmontoya@carsoncity.gov. **CITY** has up to 30 days to process payment to **CONTRACTOR** for services rendered.

- e. In the event that a billing is for services provided to an inmate of the Nevada State Prison system, the billing shall state this information so that the **CITY** will be able to obtain reimbursement from the State of Nevada pursuant to NRS 212.070.
- f. The Indigent Defense Coordinator may appoint **CONTRACTOR** under the contract in lieu of the Carson City Public Defender's Office if the **CONTRACTOR** previously represented the defendant.
- g. Billing statement must include; monthly billing costs, hours and rates for special cases pursuant to NRS 7.125 and that have been approved by the Judge. The compensation specified in Monthly Payments (a-c) is in lieu of the statutorily prescribed fees codified in NRS 7.125.
- h. However, if in a particular case the **CONTRACTOR** believes that the complexity of a case, the number of the factual or legal issues in a case, the severity of the offense, the time necessary to provide an adequate defense, or other special circumstances warrant an award of extraordinary fees in excess of the monthly fee paid to **CONTRACTOR** under sections (a)-(c), the **CONTRACTOR** may apply to the Indigent Defense Coordinator for additional fees as provided in the Carson City Indigent Defense Services Plan. These extraordinary fees may only be awarded if the Indigent Defense Coordinator or the court in which the representation was rendered finds that the amount of the excess, extraordinary payment is both reasonable and necessary to the representation of the client in the case.
- i. **CONTRACTOR** will not request Extraordinary Fees when appointed on non-capital Category A felony cases until 25 hours of work has been conducted.
- j. **CONTRACTOR** agrees to indicate that 25 hours of work has been performed and \$2,500.00 deducted from the total Extraordinary Fee Request when submitting these requests.
- k. The **CITY** must receive from **CONTRACTOR** notice of a request to the court for extraordinary fees when such a request is made. Under NRS 7.145 a claim for extraordinary compensation and expenses must not be paid unless it is submitted within 60 days after the appointment is terminated to the Indigent Defense Coordinator. It is hereby agreed by **CONTRACTOR**, **CITY** and **COURT** that **CONTRACTOR** shall submit notice of a request for extraordinary fees to **CITY** when a request for extraordinary fees is submitted to the Indigent Defense Coordinator. These provisions allow the **CITY** to adhere to minimum accounting standards and to properly budget and account for these services.
- l. The **CONTRACTOR** may secure pre-authorization or reimbursement for extraordinary investigative costs, costs required to secure experts, or costs for other services that are reasonable and necessary for a client's defense in any assigned matter, in the manner codified in NRS 7.135, 7.145 and 7.155 and under the Carson City Indigent Defense Services Plan.
- m. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of the **CONTRACTOR'S** practice as required by this contract are the responsibility of the **CONTRACTOR** and are part of **CONTRACTOR'S**

Conflict Counsel Contract FY 2027-FY 2029

compensation paid pursuant to Monthly Payments of this contract and as provided in NRS 260.040(5).

- n. Mileage and travel expenses of the **CONTRACTOR** are the responsibility of the **CONTRACTOR** and are part of the compensation paid pursuant to Monthly Payments.
- o. The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified in this Contract.

VI. REQUIREMENTS OF THE DEPARTMENT OF INDIGENT DEFENSE (“DIDS”):

- a. **CONTRACTOR** must comply with the requirements of DIDS for the provision of services to indigent persons in cases described by NRS 180.004 (an adult charged with a criminal offense for whom the appointment of counsel is ordered, or a child (minor) who is alleged to be delinquent or in need of supervision under NRS Title 5), including the workload and reporting requirements of DIDS. **CITY** may request case information reported to DIDS from DIDS or from **CONTRACTOR**.
- b. **CONTRACTOR** must comply with the Carson City Indigent Services Plan, as may be amended.
- c. **CONTRACTOR** must comply with the Regulations of the Board of Indigent Defense, including timekeeping and tracking requirements.
- d. **CONTRACTOR** must be registered with DIDS and meet the DIDS qualifications for representation of indigent persons.
- e. **CONTRACTOR** must provide legal representation under this **CONTRACT** to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411.
- f. **CONTRACTOR** must generally advise a client not to waive any substantive rights or plead guilty at the initial appearance unless, in the **CONTRACTOR’s** judgment, to do otherwise is in the client’s best interest.
- g. **CONTRACTOR** must make reasonable efforts to meet with a client within the first 7 days following the appointment of **CONTRACTOR** as counsel in the case, and make a reasonable effort to communicate with a client at least every 30 days thereafter, unless in the **CONTRACTOR’S** judgment there are no significant updates in the client’s case.

Justin E. Oakes, ESQ.
Attorney and Counselor at Law

1188 California Ave.
Reno, NV 89509

Telephone: 775-750-9804
Email: justineoakes 55@yahoo.com

September 17, 2026

Carol Akers
Purchasing and Contracts Manager
201 N. Carson Street, Suite 2
Carson City, NV 89701

RE: Letter of Interest for Indigent Defense Contract

Good afternoon,

I would like to formally submit my letter of interest for appointment to the Indigent Defense Contract. I have been practicing in the State of Nevada, primarily in the area of Criminal Defense, since 2004. I am in good standing with the State Bar of Nevada, and I am approved by the Department of Indigent Defense to represent individuals facing criminal charges of all types, including juvenile, except for Capital Category A-felonies.

In 2021, following the passing of my father, John E. Oakes, ESQ, I assumed his legal defender contract in Mineral County, Nevada. This contract required me to represent individuals in the Justice Court, District Court, Juvenile, and 432B cases. I am experienced in criminal law, and I have practiced in almost every county in the State of Nevada. I appreciate your consideration of my services for this contract, and look forward to being an addition to the criminal defense team in Carson City.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


JUSTIN E. OAKES, ESQ.

Justin E. Oakes, ESQ.
Resume

Experience:

***2003-2004**

Internship

-Motion practice for John E. Oakes, ESQ.

***2004-2005**

Private Practice-Criminal Defense

-Admitted to the Nevada State Bar in April of 2004

-Member of the Washoe County Conflict Group

-Non-Life Felonies, Gross Misdemeanors, and Misdemeanors

-Member of the Humboldt County Conflict Group

-Felonies, Gross Misdemeanors, and Misdemeanors

-Appeal and Oral Argument in Nevada Supreme Court

-Catania v. State, 102 P.3d 588 (Nev. 2004)

***2005-2006**

Nevada Attorney General

-Represented the State of Nevada against lawsuits initiated by persons incarcerated in the Nevada Department of Corrections

-Admitted to Federal Court for the District of Nevada

***2006-Present**

Private Practice-Criminal Defense

-Member of the Washoe County Conflict Group

-Approved for Crimes (1) Misdemeanors; (2) Gross Misdemeanors; (3) All Felonies, not including Category A Sexual Offenses; (4) Non-Capital Category A Felonies; and (5) Juvenile

-Department of Indigent Defense Services

-Approved for Crimes (1) Misdemeanors; (2) Gross Misdemeanors; (3) Felonies; (4) Non-Capital Category A Felonies; and (5) Juvenile

-Carson City

-Churchill County

-Douglas County

-Humboldt County

-Lincoln County

-Lyon County

-Mineral County

-Pershing County

-Storey County

-Contract Holder for the Sparks Municipal Court Legal
Defenders

-*Misdemeanors*

Extracurricular Activities:

***2011**

Football Coach

-Assistant Coach for the Freshman Football Team at
Bishop Manogue High School

***2011-2012**

Young Professionals Committee

-Member of the Board of Directors for the Young
Professionals Committee, which works in conjunction with
the Truckee Meadows Boys and Girls Club

Education/Athletics:

***1990-1994**

McQueen High School

-1991 All-League Honorable Mention (Football)
-1992 All-Metro First Team (Football)
-1992 All-League First Team (Football)
-1992 All-State First Team (Football)
-1993 All-Metro First Team (Football)
-1993 All-League First Team (Football)
-1993 All-State First Team (Football)
-1993 All-Metro Defensive Player of the Year (Football)
-1993 All-League Defensive Player of the Year (Football)
-1993 All-State Defensive Player of the Year (Football)
-1993 USA Today Nevada Player of the Year (Football)

***1994-1998**

University of California, Berkeley

-Bachelor of Arts, Sociology
-Full Athletic Scholarship (Football)

***1999-2003**

University of the Pacific, McGeorge School of Law

-Juris Doctor

Steve Sisolak
Governor



Marcie Ryba
Executive Director

Jarrod Hickman
Deputy Director

Thomas Qualls
Deputy Director

**STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES**

896 West Nye Lane, Suite 202 | Carson City, NV 89703-1578
Phone: (775) 687-8490 | dids.nv.gov

July 9, 2021

Mr. Justin Oakes
Law Office of Justin Oakes
1188 California Avenue
Reno, Nevada 89509

RE: Application for list of eligible providers

Dear Mr. Oakes,

Thank you for submitting your application for inclusion on the Department's list of eligible indigent defense providers. In turn, counties will use the list to select counsel for contracts or panels of appointed counsel as part of their plan for indigent defense services. NRS 260.070. County plans will be submitted to the Board on Indigent Defense Services by September 3, 2021. Until plans are submitted and approved, it is anticipated that appointments will occur in the usual manner.

Date of Application: June 29, 2021

Jurisdictions: Carson City, Churchill, Douglas, Humboldt, Lincoln, Lyon, Mineral, Pershing, Storey

Categories Approved: (1) Misdemeanor; (2) Gross Misdemeanor and Category E, D, C, and B (for which the maximum penalty is less than 10 years) felonies; (3) Category B (for which the maximum penalty is 10 years or more) and non-capital Category A felonies; and (4) Juvenile.

If you disagree with this determination, you may submit a request for reconsideration within 30 days of receipt of this notice. Please include the basis for the reconsideration in the request. The Board on Indigent Defense Services will review any request for reconsideration submitted at the next scheduled meeting.

Sincerely,

\s\Jarrod Hickman
Jarrod Hickman
Deputy Director



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of one member to the Library Board of Trustees to fill a vacated seat for the remainder of the term expiring in June 2028. (Glen Martel, gmartel@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 30 Minutes

Proposed Motion

I move to appoint _____ for a partial term expiring in June 2028.

Board's Strategic Goal

Quality of Life

Previous Action

June 18, 2026 (Item 11.A) – The Board of Supervisors (“Board”) reappointed Reena Spansail to the Library Board of Trustees for a four-year term expiring in June of 2030.

June 20, 2025 (Item 18.A) – The Board appointed Reena Spansail for a partial term expiring in June 2026, appointed Anne Lenhares to a partial term expiring in June 2027, and appointed Sarena Nichols and Elizabeth Markle for full terms expiring in June 2029.

June 6, 2024 (Item 14.B) – The Board appointed Deborah Case to the Library Board of Trustees for a partial term expiring in June of 2027 and reappointed Beth Lucas for a term expiring in June of 2028.

Background/Issues & Analysis

The Library Board of Trustees comprises five Carson City residents that are appointed by the Board to four-year terms that are staggered. Pursuant to NRS 379.020, Library trustees may serve up to two consecutive four-year terms.

Trustee Lucas recently resigned, creating a vacancy with a term expiring in June of 2028. Daniel Fuller and Nicole Clinger-Mobley submitted new applications.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 379.020

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not appoint either candidate and direct staff to accept additional applications.

Attachment(s):

[Library Board Packet.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



Carson City, NV

Library Board of Trustees

Board Details

To govern all library policy and to hold property and effects of the library in trust for the public. To represent the library both to the people and to the governing officials and to provide the people and the governing officials a well-run library.

Overview

- ☐ **Size** 5 Seats
- ☐ **Term Length** 4 Years
- ☐ **Term Limit** 8 Years

Additional

Meetings

•5:15 p.m. •The second Thursday of each month (Changes authorized by Board Chair) Upcoming and archived agendas can be found at the following link: <https://www.carsoncity.gov/government/city-meetings>

Powers & Duties

Typical duties are listed below: 1. Set, appoint and evaluate the professional performance of the library director. 2. Determine the policy of the library to allow development of the highest possible degree of operating efficiency in the library. 3. Submit the annual budget and work to secure adequate funds to finance the requested library services. 4. Through the library director, supervise and maintain buildings and grounds, as well as regularly review various physical and building needs to see that they met the requirements of the total library program. 5. Study and support legislation which will bring about the greatest good to the library. 6. Cooperate with other public officials and boards to promote the services of the library and participate in maintaining vital public relations. 7. Other duties as set forth under NRS 379.025.

Additional Information

[NRS_379.020..pdf](#)



Carson City, NV

Library Board of Trustees

Board Roster



Anne S Lenhares

1st Term Jun 20, 2025 - Jun 30, 2027



Elizabeth (betts) Markle

2nd Term Jun 30, 2025 - Jun 30, 2029



Sarena J. Nichols

2nd Term Jun 30, 2025 - Jun 30, 2029



Reena Spansail

2nd Term Jun 30, 2026 - Jun 30, 2030



Vacancy

Profile

Daniel

First Name

R

Middle
Initial

Fuller

Last Name

dfuller14@yahoo.com

Email Address

2411 Scotch Pine Dr.

Street Address

Suite or Apt

Carson City

City

NV

State

89706

Postal Code

Home: (775) 450-3129

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Library Board of Trustees: Submitted

Redelopment Areas 1 & 2

None Selected

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have been a long time customer of the library and have always been grateful for the amazing resource it is. Having recently retired, I have felt the need to serve my community now that I have more free time. How much better that service would be to the Library that I love so much.

Question applies to multiple boards

Are you currently a registered voter in Carson City?☒ Yes ☐ No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?☐ Yes ☒ No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

☐ Yes ☒ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

☐ Yes ☒ No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

☐ Yes ☒ No

Education

College, Professional, Vocational or Other Schools attended:

Navy trained Electronics Technician with with 45 years of experience. Attended multiple college courses for professional development.

Major Subject:

Electronics Engineering Technician

Degree Conferred:

No degree

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have been working as the apprentice trainer in my previous years in the labor force. I also served as a working supervisor wherein I was required to interview and hire as well as evaluate my teammates. These administrative tasks make me well suited to the various requirements required to maintain working relations with other departments or entities.

List the community organizations in which you have participated and describe participation:

I have been in the leadership of my church. I currently am a co-lead to our Men's Ministry, I am a Deacon, I am in the TrailLife organization.

List your affiliation with professional or technical societies:

N/A

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☒ I Agree *

Dan Fuller

- (775)450-3129
- dfuller14@yahoo.com

Summary

Retired electronics technician, trainer, and maintenance team leader with decades of experience in collaborative problem-solving, resource coordination, and people-centered leadership. My career has emphasized compassionate listening, clear communication, and working together for successful outcomes — qualities essential for effective board service. Now retired, I'm eager to contribute these strengths to the Carson City Library Board and support its mission of community learning and engagement.

Professional Experience

Click Bond, Inc. — Carson City, NV

Apprentice Trainer & Electronics Maintenance Technician (2013-2026)

- Developed and led an apprentice training program aligned with international standards, helping new technicians grow into capable contributors.
- Served as a liaison within the maintenance department, coordinating communication and priorities across teams.
- Directed personnel to support production needs, balancing resources and maintaining efficiency.

Chromalloy Nevada — Carson City, NV

CNC Engineer (1998-2013)

- Supported precision manufacturing operations through engineering, troubleshooting, and process improvement.
- Worked closely with cross-functional teams to maintain production and solve technical challenges.

Education & Training

- Certificate in Data Communications, Foothill College
- Certified Electronics Technician, U.S. Navy

- Coursework in C, C++ Programming and Business Information Systems, Foothill College and Western Nevada College
- Vendor training in **laser systems, PLC programming**, and specialized equipment
- **ICATT Train-the-Trainer**, Hennepin College, Minnesota

Military Service

United States Navy — Honorable Discharge Training reinforced discipline, teamwork, and commitment to service.

Avocational Experience

- Adult leader in the Youth Church, Common Ground, Carson City
- Deacon for my church, Shadow Mountain, Gardnerville
- Adult leader of young men in Trail Life a youth outdoor program

Community Alignment

I value education, mentorship, and public service. I believe strongly in the mission of the Carson City Library and am committed to supporting staff, listening to community needs, and working constructively with fellow board members to strengthen learning opportunities for all ages.

Profile

Nicole

First Name

A

Middle
Initial

Clinger-mobley

Last Name

clingern@gmail.com

Email Address

3104 Pine Ln

Street Address

Suite or Apt

Carson City

City

NV

State

89706

Postal Code

Home: (775) 741-7087

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Library Board of Trustees: Submitted

Redelopment Areas 1 & 2

None Selected

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have long been a lover of libraries and a supporter of their unique position in the community; however upon moving to Carson City in 2015, I developed a deeper passion for what the "library" is. In Carson City, the small rural community setting and their dedication to providing incredible programming and offering services to the community has been a joy to watch grow. Through Covid, Carson City Library has rallied to continue to support it's patrons and address community needs in an ever changing and timely way, which has been an inspiration to watch and something I wish to be a part of. Community service has always been something I am passionate about and my unique employment history, skill set and passions would be something I would love to share with the community.

Question applies to multiple boards

Are you currently a registered voter in Carson City?☒ Yes ☐ No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?☐ Yes ☒ No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

☐ Yes ☒ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

☐ Yes ☒ No

Question applies to multiple boards

If yes, please provide contract details:

n/a

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

☒ Yes ☐ No

Education

College, Professional, Vocational or Other Schools attended:

University of Nevada, Reno

Major Subject:

Political Science Sociology Holocaust, Genocide and Peace Studies

Degree Conferred:

6/2018

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Employment history includes serving as a nanny, case manager for adults with disabilities and extensive experience working for The Children's Cabinet through their residential programs, (disbanded during Covid) and their Behavioral Health team. Alongside working for local non profits, I also serve as a board member for AYSO and on the PTA at my children's school. Through this wide range of work experience, I know I possess a unique perspective as a Carson City resident that would enhance the Carson City Library greatly. I also have a great attention to detail and fierce dedication to public service that I would love to share with the community. I am SAFE Talk; ASIST and Mental Health First Aid certified, with previous certifications in crisis interventions and direct support staff for foster youth through DCFS.

List the community organizations in which you have participated and describe participation:

AYSO - Board Member/Coach; 2024-present. Organized and coached children ages 3-8 in soccer programs which includes safety trainings, attending annual in person trainings and development of budgetary expenses to grow both the programs and enhance their offered services to the community. Little League - Team Mom; 2025-present. Served as team parent for Little League, including all necessary trainings and meeting attendance to ensure youth participation in sports is safe, fun and enjoyable. NSDA - Debate Coach; 2015-2025; volunteered as speech and debate coach for various programs in the Northern Nevada area, as well as served as a digital coach/support person for students at national and regional competitions. Well versed in fundraising and program growth/recruitment as well as minor grant application work for low income students PTA - EW Fritsch ES; 2025-present. Served as member for the PTA, including organizing and execution of school events like field day, the mother son dance, teacher appreciation week and community art night for parents

List your affiliation with professional or technical societies:

PTA - EW Fritsch ES, Carson City NSDA - Speech and Debate Coach Tournament of Champions (UK - Speech and Debate Coach Region 140 AYSO - Board Member The Children's Cabinet - currently employer

[Upload a Resume](#)

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

☒ I Agree *

Nicole Clinger-Mobley

Carson City, NV 89706

clingern@gmail.com

+1 775 741 7087

Work Experience

Program Specialist

The Children's Cabinet, Inc.-Reno, NV

September 2020 to Present

Program Specialist with the SOS Signs of Suicide Program. Experienced in a multidisciplinary team collaboration for education on mental health and implementation of program materials to youth as determined by collaborative partnership between Washoe County School District and The Children's Cabinet. Implementation of the on site screening of students, directly interacting with students to discuss their answers about materials and provide initial scoring of screens to official scorer for further review. Conducting debriefing interviews with students regarding their experiences with the program and their knowledge of the materials presented through the program. Follow up resource referral services based on clinical assessment recommendations of youth participants in the SOS program.

Developed and implemented data collection spreadsheets that inform the community partners about trends in adolescent mental health and the gaps in services offered in the current system. Provided necessary data points to community partners in accordance with funding guidelines for mental health grants as requested by the Program Manager. Streamlined the program's efficiency to collect data and notify all parties involved of results after an SOS screen, record data points in secure and confidential manners and establish a filing system that maintains fidelity of time sensitive communications per program requirements.

Maintained lists of resources for mental health in the community that empowered families to seek out services that best fit their needs and dissemination of information about programs and services offered in the community for parents to increase wraparound support for the students who participated in the program. Onboarded and assisted with streamlining the program's functionality to ensure that families who participate in the program get the information in a timely manner, decreasing parental anxiety and complaints concurrent with the growth of the program.

SafeTALK, ASIST, Youth Mental Health First Aid and Mandated Reporter trained/certified as part of required annual training. Extensive experience with establishing a rapport with individuals to discuss uncomfortable situations in developmental and age appropriate ways; provide support and empathy while offering solutions and help to direct those in need of assistance to the appropriate parties/resources.

Assistant Coach

CARSON HIGH SCHOOL-Carson City, NV

August 2016 to June 2024

Utilization of knowledge regarding literature, theater, politics, economics, research tools and organizational skills to teach, encourage discussion and develop public speaking skills in middle and high school students, leading to a three fold increase of students who qualify for national speech competitions over the course of 4 years. "Team Mom;" including coordination of day to day operations at tournaments for students outside of competition rounds for meal planning, debriefing with students after rounds for follow up and collaboration with other coaches to establish scheduling and transportation needs. Completed any/all mandated reporter paperwork as needed regarding crisis intervention situations, including referral of students to counselors/social workers for additional support. Successfully coordinated and accompanied students to out of town and overnight competitions and served as their guardian for the duration of the trip without incident. Organized fundraisers, competitive tournaments, completed grant based scholarships and event/district paperwork for students to attend competitions. Coordinated with other coaches and teachers for student supervision in cases of emergency and followed up with administration when students were removed by their legal guardians from competition due to personal emergencies. Routinely de-escalated tensions between students in and out of competition after moments of high stress and pivoted experiences into learning opportunities. Consistently worked with

IEP students as their "point person" for tournament coordination and competition readiness. Attended and completed coaching certification for State and National tournaments with the National Speech and Debate Association, American Legion, and Tournament of Champions.

Case Manager - SLA Services

American Home Companion-Carson City, NV

July 2020 to April 2021

Client centered case manager for adults with disabilities living independently in the community. Development of individualized service plans for annual and quarterly goals. Coordinated with multidisciplinary team to ensure that the individual's goals/accommodations were being met in accordance with federal and state policies. Supervision of direct support staff employed by the company, including scheduling, training and compliance records to provide services in accordance with company and state policies. Mandated reporter and crisis intervention with local law enforcement and supportive staff for clients and their guardians. Advocated for additional supportive services and ABA training for direct support staff from state counterparts to ensure proper training and goal documentation. Financial planning and support services as representative payee including budgeting, bill payment and government assistance programs. Maintained written case notes of client interaction and supportive services for the State of Nevada ADSD databases for the purposes of billing reimbursement, supportive services, medical summary documentation and continued independent support for individuals served.

Lead Youth Advisor

THE CHILDREN'S CABINET - Center for Aspiring Youth-Reno, NV

March 2017 to June 2020

Group home client centered professional with emphasis on issues facing the middle/high school aged children, including trauma, mental health concerns, juvenile justice and allegations of abuse. WCCSA trained in medication administration, mandated reporting, trauma informed care, formerly incarcerated youth transitioning to the age of maturity intersectionality of clients with trauma alongside developmental disabilities. Strong written documentation and record keeping of any/all incidents the youth experienced while residing in the facility. Fastidious notekeeping of behaviors and interactions to support multidisciplinary team of each individual client served.

Procedural knowledge of SafePlace intake and exit from the group home, including meeting with potential clients in a public location, arranging transport of the client to the group home, completion of the intake, including making any reports to the proper authorities, contacting any/all agencies involved in the client's case, and administration of the Colombia Mental Health screen, DAST substance abuse screen, and Safety plan implementation. Dissemination of SafePlace literature and information as needed to at risk youth.

Direct support of ID/DD youth on their educational and personal goals to achieve proper bathing/hygiene routines, understanding and implementing a nutritional diet, good study habits, developing personal responsibility and expansion of Social Emotional Learning goals into their personal and educational lives. Advocating on behalf of youth with developmental disabilities within the school setting to ensure any and all accommodations are met to help the youth achieve education goals.

Provided youth with professional goal development including practice job interviews, resume writing, composing letters/emails to teachers to address problems with grades and problem solving exercises to help with emotional regulation. Transportation of youth to places of employment and appointments with community partners as directed by Program Manager.

Assisted as temporary liaison for food bank distribution pickup, including organizing and collecting items from Food Bank of Northern Nevada as needed for The Children's Cabinet's community food bank. Duties included: organizing, cataloging items received, rotating stock to prevent food contamination, cleaning crates before return and communicating with staff at other offices to ensure optimum food distribution for the clients based on dietary restrictions/preferences and items desired.

Nanny, Office Assistant and Supervised Visitation coordinator

Nanny Club N More-Reno, NV

January 2008 to September 2019

Child care professional with emphasis on household management, family dynamics and development of children aged from infancy to adolescence. Skills include: reading comprehension, literacy, STEM tutoring, Pre K school readiness, Baby Sign and vocational assessment administration.

Required attendance of WCCSA and organizational trainings and maintaining proper licensing as child care provider as outlined by federal, state and local laws.

Fastidious note taking of day to day operations of families served and reporting information to superiors as needed to ensure the health and safety of both the family and staff working in the home.

Crisis collaboration with families to address behaviors of children to meet developmental and individual goals of the family. Trained and experienced with identifying potentially dangerous situations for families in our care and reporting them to superiors.

Consistently was assigned to families with children possessing known delays and behavioral issues due to developmental and neurological diagnoses. Experience with developing in home safety plans and day to day schedules for clients under the age of 12 with profound developmental and cognitive delays that include nonverbal and violent tendencies, including strategies to help the families their children adapt to new faces and environments.

Worked as tutor to families whose children were struggling in classrooms due to behavioral issues stemming from spectrum and cognitive diagnoses. Vast experience with achieving behavioral goals with clients under the age of 8 with sensory disorders, Opposition Defiant Disorder and ADD/ADHD impairment.

Food Service and Front Desk Receptionist

THE RESORT AT RED HAWK-Sparks, NV

July 2005 to March 2015

Booking and coordination of resort services of guests during peak season. Data analysis on resort members and frequent guests, including frequent purchase analysis for customized reward options. Mail sorting/general office support for the resort, travel arrangement preparation, documented billing/payment information for accounts receivable and payable using internal databases. Handled 50+ phone calls daily regarding resort inquiries, business calls for operations management and scheduling guest services as directed by department leads.

Service professional with emphasis on customer service and proficiency in IBS, Micros and Jonas POS systems. Great memory and excellent communication skills. Routinely performed well under extreme pressure during peak business hours and maintained a productive attitude during non peak hours. Tasked with training and testing new employees on our POS terminals, menu items, customer service skills and day to day resort operations. Entrusted with managing up to 4 different money drawers with cash values of \$4,000. Data entry on new slot promotional items, frequent player information as set by the external gaming company and communicating any discrepancies or reported issues with the interested parties. Assisted in monthly inventory of alcohol for accounting purposes and routinely filled out order sheets for weekly orders of alcoholic/non alcoholic products for department inventory transfers and vendor orders

Education

Bachelor's in Political Science and Sociology

Univ. of Nevada-Reno, NV

2018

Skills

- Mandated Reporter
- Communication skills
- Case Management
- Child Protective Services
- Time Management
- English
- Organizational Skills
- Conflict Resolution

- Microsoft Office
- Childcare
- Intake Experience
- Experience with children
- Mentoring
- Microsoft Office (10+ years)

Certifications and Licenses

safeTALK/ASIST

March 2019 to Present

Suicide awareness and de escalation. Trained to identify and discuss suicide in another adult; how best to de escalate the situation and create a "Safe for Now" environment until professional assistance (mental health interventions, medical assistance) can be provided.

Direct Care Supervision (Washoe County Social Services)

March 2016 to Present

Medication administration, mandated reporting, conflict resolution, case notes, crisis management, identification of clients presenting with misdiagnosed trauma

Nevada Dept of Education Substitute License

CPR/First Aid

March 2019 to March 2021

Includes infancy CPR, seizure and snake bite training

SBRIT

February 2019 to February 2021

Substance abuse awareness in teens, including how to identify youth at a greater risk for substance abuse based on their intake interviews into group homes and case noting and client referral

NRS 379.020 Trustees of county library: Appointment; terms; vacancies; compensation; expenses; removal.

1. The board of county commissioners shall appoint five competent persons who are residents of the county to serve as county library trustees. Three trustees shall hold office for the terms of 1, 2 and 3 years respectively, and two trustees shall hold office for terms of 4 years. Annually thereafter, the board of county commissioners shall appoint one trustee who shall hold office for a term of 4 years, except that in those years in which the terms of two trustees expire, the board of county commissioners shall appoint two trustees for terms of 4 years. County library trustees shall hold office until their successors are appointed and qualified.

2. No trustee may be appointed to hold office for more than two consecutive 4-year terms.

3. All vacancies which may occur at any time in the office of county library trustee must be filled by appointment by the board of county commissioners.

4. County library trustees serve without compensation, except that the board of county commissioners may provide for compensation in an amount of not more than \$40 per meeting, with a total of not more than \$80 per month, and may provide travel expenses and subsistence allowance for the members in the same amounts as are allowed for employees of the county library.

5. The board of county commissioners may remove any trustee who fails, without cause, to attend three successive meetings of the trustees.

[2:187:1925; A 1956, 214] — (NRS A 1959, 329; [1967, 1060](#); [1971, 133](#); [1981, 997](#); [1989, 612](#))



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Glen Martel, City Manager

Agenda Title: For Possible Action: Discussion and possible action on a presentation of the Fiscal Year ("FY") 2026 Strategic Plan Annual Report ("Annual Report"), which summarizes various strategic tactics of the City previously established to meet operational objectives and corresponding performance measures, and the proposed closure and removal of any tactics in the Carson City FY 2022-2026 Strategic Plan ("Strategic Plan") that are determined not to be necessary. (Stephanie Hicks, shicks@carsoncity.gov)

Agenda Action: Formal Action / Motion **Time Requested:** 20 Minutes

Proposed Motion

I move to close and remove the tactics in the Strategic Plan, as discussed on the record.

Board's Strategic Goal

Efficient Government

Previous Action

September 18, 2025 (Item 18A) – The FY 2025 Strategic Annual Report was presented, and the Board of Supervisors ("Board") recommended closure of the tactic associated with the separation of the Clerk and Recorder functions.

September 19, 2024 (Item 19B) - The FY 2024 Strategic Plan Annual Report was presented, and the Board recommended closure of four tactics.

September 7, 2023 (Item 17A) - The FY 2023 Strategic Plan Annual Report was presented to the Board.

September 1, 2022 (Item 16A) - The FY 2022 Strategic Plan Annual Report was presented to the Board.

September 2, 2021 (Item 20B) - The Board approved the Strategic Plan.

Background/Issues & Analysis

In September 2021, the Board approved the Strategic Plan, which was prepared to set priorities, focus energy and resources, strengthen operations and ensure that employees and other stakeholders are working toward common goals. To meet the goals and objectives identified in the Strategic Plan, the Board implemented a plan review process to monitor progress on tactics and performance measures. The Annual Report will be presented to the Board to report accomplishments for ongoing tactics and those that were scheduled for completion in FY 2026. Additionally, staff has determined that several tactics are unnecessary and recommends closing those tactics in the Strategic Plan.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City FY 2022-2026 Strategic Plan

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not close or remove the tactics from the Strategic Plan and/or provide alternative direction to staff.

Attachment(s):

[FY26 Strategic Plan Annual Report Presentation.pdf](#)

[2026 Strategic Plan Annual BOS.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



FY26 Strategic Plan Annual Report

FY 2026 TACTICS*



Complete Overdue
Closed

*FY 26 tactics include FY 22 - 25 tactics and ongoing.



FY 2026 Tactics Accomplishments

Economic Development

- Attract investment in additional hangars on leased airport property.

Efficient Government

- Digitize and preserve historical records from 1862 to approximately 1969 ranging from court financial documents, clerk minutes, sheriff financial documents, treasurer financial documents, recorded documents, patents, and mining documents.

Sustainable Infrastructure

- Pursue options to bring enhanced broadband service to better support the local community and to increase economic growth.



Overdue Tactics

Economic Development

- Explore a policy of whether the City will provide incentives to projects with public/private partnerships.

Efficient Government

- Complete a comprehensive revision of Carson City Municipal Code.

Quality of Life and Community

- Enhance “Adopt a Watershed Program.”



Overdue Tactics – Recommend Closure

Efficient Government

- Create a central contracts repository and index.
- Build an additional airport access road on the north end of the airport.

Quality of Life and Community

- Be the trusted advocate for seniors by connecting them to resources and services for healthy aging.

Sustainable Infrastructure

- Relocate the Clerk/Recorder/Public Administrator office to a space capable of housing all departments and meeting each of their respective security, staffing and storage requirements, as well as allow for public parking and access and use as a polling location.



Strategic Plan Annual Report Dashboard

<http://carsoncity.gov/strategicplan>

CARSON CITY 2026 STRATEGIC PLAN ANNUAL REPORT



Carson City FY 2022-2026 Strategic Plan Vision

To be a leader among cities as an inviting, prosperous community where people live, work and play.

Mission

To preserve and enhance the quality of life and heritage of Carson City for present and future generations of residents, workers, and visitors.

Values

Customer Service

We value our residents, businesses, and visitors by committing to provide efficient and effective customer service.

Organizational Culture

We value an environment that fosters a proactive, team-oriented approach to delivering solutions.

Integrity

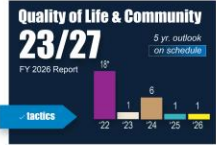
We value an ethical and accountable government that is open, accessible, and a responsible steward of public funds.

[Download the Strategic Plan
Strategic Plan Annual Review](#)

- 2024
- 2023
- 2022

STRATEGIC PLAN GOALS

CLICK ON GOALS FOR DETAILS

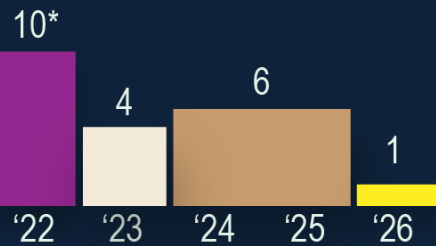


Safety 18/21

FY 2026 Report

5 yr. outlook
on schedule

✓ tactics



SAFETY

FY 2026 TACTICS

	ON TRACK	COMPLETE	OVERDUE	CLOSED
Provide on-going School District support in accordance with joint agreement that provides dedicated officers to the schools.				
Provide traffic management program activities, including traffic management enforcement and education, with a goal of Zero Fatalities, consistent with the statewide Zero Fatalities initiative.				
Utilize evidence based rehabilitative services to reduce recidivism.				
Reduce occurrence rates of crimes against persons and property in the community.				
Strive to achieve Sheriff emergency response times that average 6 minutes.				
Ensure timely and appropriate fire and EMS emergency response.				
Provide ongoing Fire Safety Public Education Program for Seniors.				
Improve pedestrian safety infrastructure by securing funding and completing selected Tier 1 and Tier 2 priority projects identified in Safe Routes to School (SRTS) Master Plan.				
Enforce building codes and nuisance laws.				
Evaluate need for an intensive community-based program for the high-risk youth in the community due to China Springs Youth Camp closing the boys' program.				
Prepare Emergency Evacuation Plans for all City Buildings and perform emergency drills.				
Automate communication with victims of crimes and law enforcement to provide instantaneous updates to case status.				
Develop and implement plans according to completed Master Plan for Fire/EMS Service Delivery.				
Complete a new Cyber Security Response Plan which complies with legal mandates, upgrade the City's Cyber Security program.				



Questions



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Economic Development Tactics		FY to be Completed	Department	Performance Measure	YTD Actual	Status
1	Enhance regional partnerships including meeting quarterly with quad-county County Managers.	Ongoing	CM	Number of meetings held. Annual report on the results/benefits of the partnerships.		Complete
2	Support regional businesses that provide employment opportunities in multiple counties.	Ongoing	CM	Number of new regional businesses.	676 new business licenses for FY26	Complete
3	Work with NNDA to attract new businesses.	Ongoing	CM	Number of new businesses.	1 new business in FY26	Complete
4	Participate in the Shared Federal Framework Program for a common vision to improve the quality of life and economic prosperity of the region.	Ongoing	CM	Submittal and input of legislative initiatives and Carson City projects to be included in the Northern Nevada Shared Federal Framework Document.	Carson City has submitted legislative initiatives in the past; however, program has not restarted since COVID.	Complete
5	Use available Redevelopment and grant funds to develop a five-year plan for Redevelopment expenditures and establish programs to retain existing businesses and stimulate new investments.	Ongoing	Com Dev	Dollars spent on improvements and number of businesses helped.	\$2,160,448.96 was spent on events and infrastructure in FY26.	Complete
6	Construct infrastructure, parking lot and sidewalk improvements to improve access to businesses.	Ongoing	PW, Com Dev	Dollars spent on improvements.	\$250,000	Complete
7	Host a special events calendar that will focus on events that generate out-of-the-area visitors. Coordinate with Chamber of Commerce, to also provide dedicated link on VisitCarsonCity.com to the Chamber's locals/community calendar of events.	2023	CTA	Special events tourism calendar to be hosted on VisitCarsonCity.com.		Complete
8	Develop a policy for special events that includes a one stop shop for road closures, insurance requirements, and fees.	2023	Com Dev, PW, Parks	Completion of policy.		Complete
9	Implement a Downtown Circulator/Shuttle/Trolley Pilot during a Legislative session to connect hotels, Nevada State Prison Museum and V&T Railroad to downtown destinations.	2024	PW, CTA	Completion of evaluation during 2023 Legislative Session.	No funding available. Based on challenges with shuttles and drivers by neighboring Virginia City Tourism Commission, Board of Supervisors recommended closure of this tactic.	Closed
10	Explore a policy of whether the City will provide incentives to projects with public/private partnerships.	2025	PW, Com Dev, Parks	Present policy discussion to Board of Supervisors.		Overdue
11	Improve Airport terminal and entrance appearance.	2026	Airport	Completion of project.		Complete
12	Build an additional airport access road on the north end of the airport.	2026	Airport	Completion of project.		Closed
13	Attract investment in additional hangars on leased airport property.	2026	Airport	Completion of project.		Complete
14	Attract investment on the property adjacent to the College Parkway terminal building.	2026	Airport	Completion of project.		Complete
15	Explore the possibility of a stand-alone convention center.	2026	CM	Report findings to the Board of Supervisors.		Complete

Efficient Government Tactics		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
16	Complete annual audit with no findings or budget violations.	Ongoing	Finance	Complete annually.		Complete
17	Support program with NV Energy Underground Management Plan to fund underground power lines in redevelopment areas, transportation projects, and major corridor projects.	Ongoing	PW, Com Dev	Amount of funding received per year from this program or length of power lines placed underground.	4,600 feet of overhead lines will be underground on E. William Street.	Complete
18	Collaborate with local resources (small business/employment opportunities, Ron Wood Center/education opportunities and assistance with housing) to encourage client cooperation, motivation to change and promote successful outcomes.	Ongoing	Alt Sent	Number of clients that successfully complete probation.	In 2024, the three specialty courts celebrated 29 graduates.	Complete
19	Work with local, state, and federal partners to identify projects and programs that can provide a mutual benefit.	Ongoing	CM	Percent of success rate; percent of federal funding for projects.	For FY26, Carson City was awarded \$450,000 for the Rapid DNA Project and \$3M for the 5th Street Roundabout.	Complete
20	Meet with development community annually to review development code and discuss process improvements.	Ongoing	Com Dev, PW	Annual meeting.	A community development meeting is held quarterly.	Complete
21	Expand PW public information and outreach on capital projects, utilities, programs, and reporting.	Ongoing	PW, Parks	Update website and develop policy and procedure on interacting and informing community through multiple mediums.		Complete
22	Perform in-depth assessment of library space and services to provide existing services more efficiently and better serve changing needs of the community.	2023	Library	Completion of assessment with potential changes and next steps identified.		Complete
23	Update Fraud, Waste and Abuse Policy.	2023	Finance	Completion of updated policy.		Complete
24	Create and implement vote by mail processes and procedures in conjunction with the Secretary of State's Office and Nevada's 16 other counties.	2023	Clerk	Completion of project.		Complete
25	Perform redistricting/reapportionment pursuant to the 2020 census data.	2023	Clerk	Completion of project.		Complete
26	Standardize the mapping of parcels with the GIS department and the Assessor's Office to eliminate duplication of mapping.	2023	Assessor	Completion of project.		Complete
27	Complete parceling of Fire Station from Airport parcel.	2023	PW	Recordation of parcel map.		Complete
28	Identify the neighborhood, contributory values of all residential/commercial property in Carson City in order to complete the land costing module of the CAMA system to reduce errors in property valuations.	2023	Assessor	Completion of project.		Complete
29	Analyze Granicus software for process improvements including migration towards paperless Board packets.	2023	CM, IT	Completion of project.		Complete
30	Organize existing digital files maintained by the Treasurer's Office.	2023	Treasurer	Completion of project.		Complete
31	Identify process improvements for business license.	2023	Com Dev	Complete successful renewal process.		Complete
32	Ensure all departments have up-to-date FAQ's and update Carson Connect or migrate to Tyler 311 for citizen portal.	2023	CM	Completion of update and/or migration to Tyler 311.		Complete
33	Identify and fix over 88,000 documents for hyperlinking to the Recorder's Office from the Assessor website. Enhance the software to allow public to view recorded documents on parcels.	2023	Assessor	Completion of project.	All historical documents are added to website. However, working to display documents in chronological order.	Complete
34	Enhance the website to assist the taxpayers with an itemized report of personal property.	2023	Assessor	Completion of project.		Complete
35	Prepare a Citywide Website Refresh that will remove duplications, assist in greater customer service, and enhance ADA accessibility.	2023	CM	Completion of Website Refresh.		Complete

Efficient Government Tactics (continued)		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
36	Update website to include forms and information about how to petition the courts to appoint the Carson City Public Guardian to serve as guardian for vulnerable adults who are unable to manage their personal and/or financial affairs.	2023	PG	Completion of project.		Complete
37	Update website to provide resources to individuals that want to be guardians of family members.	2023	PG	Completion of project.		Complete
38	Work with Courts to provide family guardianship training classes.	2023	PG	Complete four classes per year.	In July 2025, the State launched a Volunteer Family Guardianship Training geared for family members, or interested persons in determining the need for adult guardianship, how to become a guardian, what a guardian's responsibilities and best practices are, reporting requirements and transitions (e.g. terminating a guardianship), as well as provides valuable resources for ongoing support for the protected person and their family.	Complete
39	Create and implement an online public records request webpage to include public record request information (i.e. fees, form to submit request, contact information to submit request or request status).	2023	Clerk	Completion of webpage and report annually of number of record requests received.		Complete
40	Create a resolution repository and index.	2023	CM, DA	Completion of project.		Complete
41	Update website to provide a user-friendly, interactive platform to ensure the residents of Carson City are informed of budgeted revenues and expenses.	2023	Finance, IT	Completion of project.		Complete
42	Track JAC ridership on a yearly basis so that value of service can be compared to cost of service.	2024	PW	Create graphs illustrating ridership trends.		Complete
43	Review workflow and develop new computer software system for parking tickets.	2024	Treasurer, SO, IT, Code Enforcement	Successful implementation of new computer program.	The revenue does not justify a new software system. The Board recommended closure of this tactic.	Closed
44	Evaluate feasibility of splitting the Clerk-Recorder into two separate positions. This may require a statutory amendment.	2024	Clerk	Completion of evaluation with recommendation to the Board.		Closed
45	Create a central contracts repository and index.	2024	CM, DA	Completion of project.	This cannot be accomplished without a new document management system. The Board recommended closure of this tactic.	Closed
46	Create and implement Presidential Preference Primary Election processes and procedures pursuant to AB126 which was passed in the 81st legislative session.	2025	Clerk	Completion of project.		Complete
47	Implement and enhance a statewide voter registration system pursuant to AB422 & AB423 which were passed in the 81st legislative session.	2025	Clerk	Completion of project.		Complete
48	Develop mapping features to disseminate capital projects information and road reports to public.	2025	PW	Develop maps and embed on Public Works website, Carson Proud.	Road reports are mapped online, working on capital projects.	Complete
49	Transfer fees and charges from Carson City Municipal Code to a Citywide revenue book.	2025	CM, All	Completion of project.		Complete
50	Complete a comprehensive revision of Carson City Municipal Code.	2026	Com Dev, DA	Completion of revised code; revise Title 18 in 2021-2022.		Overdue
51	Digitize and preserve historical records from 1862 to approximately 1969 ranging from court financial documents, clerk minutes, sheriff financial documents, treasurer financial documents, recorded documents, patents, and mining documents.	2026	Clerk-Recorder	Completion of project.		Complete

Organizational Culture Tactics		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
52	Hold Directors and Citywide Update Meetings at least monthly.	Ongoing	CM	Number of meetings held.	30	Complete
53	Conduct an employee satisfaction survey every year and use to create efficiencies, maintain a positive working environment and identify needs.	Ongoing	CM, HR	Report on improvements or efficiencies created; number/percentage increase of employees completing survey.	392 employees responded. 27 more employees responded in Dec 2025 versus Dec 2024.	Complete
54	Prepare annual Human Resources Report to present to Board of Supervisors.	Ongoing	HR	Presentation of annual report.	Annual report was presented to the Board on September 17, 2026.	Complete
55	Expand efforts to ensure City employees and departments are aware of training and career development resources available.	Ongoing	Library, HR	Development of new employee welcome packet and number of new employees reached; departments cross-trained.	230 new hires in FY26.	Complete
56	Develop a personal career development plan for participating employees.	Ongoing	All	Number of hours of training from each department totaled annually. Amount of certifications/credentials obtained not just maintained.	City Departments had 64,932 training hours for FY26.	Complete
57	Establish the "Tone at the Top" - management's commitment towards openness, honesty, integrity and ethical behavior.	Ongoing	CM	Include as part of annual employee satisfaction survey.	CM has continued to hold Brown Bag Brigade luncheons as a venue to engage with all interested City employees.	Complete
58	Continue to promote the Employee-of-the-Quarter Program and employee longevity awards.	Ongoing	CM, HR	Recognize Employee-of-the-Quarter 4 times per year at the BOS Meeting and longevity awards once per month.	117 longevity awards & 4 employee of the quarter awards presented (30 nominations).	Complete
59	Introduce and educate new supervisors/managers on the process to submit an item and staff report to the Board of Supervisors through the existing supervisory training program.	2023	CM	Completion of material to add to Supervisory training and implementation of material.	Training was expanded and offered to staff in all Departments.	Complete
60	Create a Budget and Finance 101 Course for Management and Accounting Staff Citywide.	2023	Finance	How many attendees, pre and post-test results.	65 attendees.	Complete
61	Foster Quality Improvement (the continuous cycle of improvement in a process, service or program) across all departments and allow cost savings realized to return to department for supplemental requests.	2023	All	Number of QI projects that have been initiated, are in progress, or completed	9	Complete
62	Explore opportunities and other incentives used to attract and retain talented staff.	2024	All	Look at resignation /termination data including exit interviews and track new opportunities and ideas.	190 recruitments & 8,915 applications received.	Complete
63	Create a program through City Manager's Office to encourage the involvement of City employees in the development of innovative ideas that will increase the productivity and service level of City government while decreasing the costs.	2025	CM	Create policy and implement program.	Policy has been created and is being finalized by CM/DCM. Program will be implemented in FY27.	Complete
64	Adopt a continuity of operations policy and implement desk manuals for each employee that identifies the primary duties for that employee and enhances cross-training of other employees.	2026	All	Identify and document two (2) tasks per month so that within 1-24 months, collective desk manual is completed.		Complete

Quality of Life and Community Tactics		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
65	Increase the number of tobacco and vaping educational presentations to youth by 5% per year, including through Parks and Recreation after school and summer programs.	Ongoing	Health	Number of presentations given.	11 presentations; 22.22% increase from FY25	Complete
66	Continue progression of infrastructure tax projects.	Ongoing	PW	1) Completion of E. William Street, and 2) completion of N. Carson Street.	Construction on the E. William Street Project is underway. A feasibility for the N. Carson Street project is underway with public outreach and alternatives analysis.	Complete
67	Provide transitional housing and ancillary services for Specialty Court Programs and Human Services including opportunities to obtain units through City-partnered affordable housing projects.	Ongoing	Courts, Health	Number of offenders provided transitional housing.	19	Complete
68	Provide UNR Extension programs for youth, adults, families, businesses and organizations that increases the quality of life based on the City's Needs Assessment outcomes.	Ongoing	Coop Ext	Accomplishment of goals and course objectives will be assessed using program evaluation tools and validated survey instruments.		Complete
69	Preparing residents and families for employment through STEM and practical soft skill education deemed essential by public and private sector employers through joint programs developed together by Carson City and state government, the Carson City School District, Western Nevada College, local employers and University of Nevada, Reno.	Ongoing	Coop Ext	Program participant evaluations and informal data collection during programs.		Complete
70	Maintain or improve the City's Community Rating System (CRS) classification and compare ratings with neighboring counties.	Ongoing	PW	Improve CRS classification for Carson City.	The City's CRS rating continues to be 6.	Complete
71	Expand outreach efforts to engage directly with the community around technology, services, and materials available to them. Strengthen ongoing library engagement efforts at the Boys and Girls Club of Western Nevada and deliberately increase library outreach and engagement at K-12 school events.	Ongoing	Library	Number of outreach events participated in by school, number of community members, schools, and students reached. Reach every school in the Carson City area at least twice yearly.	Community outreach, partnerships, and direct engagement with the Carson City School District, including technology specific programming; increased by 233%. Overall community attendance at outreach and programming events increased by 39.5%.	Complete
72	Increase the number of Meals on Wheels services to qualified homebound seniors.	Ongoing	Senior Ctr	Percent increase in average meal count and percent decrease in wait list.	103,492 meals delivered for FY26. A 3% decrease in meals served due to flat funding and inability to deliver due to a strong winter storm. Waitlist has been reduced by 100% to zero due better screening and assessment process.	Complete
73	Attract seniors of all stages of aging to participate at the Senior Center including underserved populations.	Ongoing	Senior Ctr	Increase in monthly programs offered, grant program demographics and decrease wait list.	Added many new programs; difficult to track as programs and attendance comes and goes depending on many variables.	Complete
74	Be the trusted advocate for seniors by connecting them to resources and services for healthy aging.	Ongoing	Senior Ctr	Increase case management units of service and decrease wait list.	Due to loss of grant funding, the Board recommended closure of this tactic.	Closed
75	Educate and encourage Women, Infants, and Children (WIC) program participants to breastfeed their infants for at least 6 months.	Ongoing	Health	Percent of Women, Infants, and Children (WIC) program participants that breastfeed their infants for at least 6 months.	53%	Complete

Quality of Life and Community Tactics (continued)		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
76	Explore opportunities to fund arts & culture.	Ongoing	CM, CTA	Report on potential funding.	\$10,000 in support of Meet the Orchestra. \$4,301.36 donation from Chamber Leadership in 2024 for Seely Loop in Mills Park; \$3,541.01 remaining. \$1,250 donation in support of Out of the Box 2026. \$3,312.29 in sponsorships for Boonanza.	Complete
77	Review and update Arts & Culture Master Plan and implement performance measures.	Ongoing	CM, CTA	Completion of Master Plan update with performance measures.		Complete
78	Integrate public art into gateway improvements (corridor) and other capital projects.	Ongoing	PW, CTA	Number of art pieces installed.	2	Complete
79	Increase community awareness to enforce City ordinances when properties are not maintained to prevent erosion of property values and quality of life.	Ongoing	Com Dev, All	Measure the community engagement practices with code enforcement officers.	In FY26, 1,596 code enforcement cases were opened and 1,659 cases were closed.	Complete
80	Increase community engagement in City programs and activities.	Ongoing	All	Community engagement will increase 5% each year for the next 5 years.		Complete
81	Promote collaborations with city and local nonprofit leaders to optimize healthy living, ecological conservation, leadership development and sustainable preservation of Carson's heritage through education, research and outreach using UNR expertise and resources.	Ongoing	Coop Ext, Health, Parks	Program participant evaluations and informal data collection during programs.		Complete
82	Improve participation in volunteer programs.	Ongoing	All	Percent increase in in-kind match for grants, percent increase in volunteer hours, and percent increase in value of volunteer labor.	1,128 volunteers; 81% increase from FY25.	Complete
83	Conduct two Columbia Suicide Screening trainings to one internal organization and one partner organization and ensure the community is using the same screening.	2023	Health	Number of trainings conducted.	2	Complete
84	Enhance "Adopt a Watershed Program."	2024	PW	Status on watersheds adopted and number of watersheds adopted.		Overdue
85	Follow up on foodborne illness complaints within 24 hours.	2024	Health	Percent of foodborne illness complaints that are followed up on within 24 hours.		Complete
86	Find a location to reuse the Roundhouse Arch.	2024	PW, CTA	Complete relocation.		Complete
87	Develop Plans to improve utilization of the Mind of Da Vinci.	2024	CTA, Parks	Completion of plan.		Overdue
88	Evaluate ways to partner with affordable housing developers to increase affordable housing units.	2024	Com Dev	Number of affordable units constructed or rehabilitated.	214 apartments were constructed that will provide affordable housing include Sierra Flats Apartments, Brown Street Apartments and Eagles Landing.	Complete
89	Identify education and employment opportunities for Department of Alternative Sentencing clients.	2024	Alt Sent	Percent increase in identification of education and employment opportunities.	40%	Complete
90	Update Master Plan.	2025	Com Dev	Completion of master plan update.		Complete
91	Review Public Administrator activities, duties, and rules. Develop strategies to improve its technological, administrative and community service abilities which may include creating its own dedicated position within the City or contracting out for services.	2025	Clerk	Report to Board of Supervisors.		Overdue

Safety Tactics		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
92	Provide on-going School District support in accordance with joint agreement that provides dedicated officers to the schools.	Ongoing	SO	Percentage of grant versus total cost of program (cost recovery).	Working on updating agreement.	Overdue
93	Provide traffic management program activities, including traffic management enforcement and education, with a goal of Zero Fatalities, consistent with the statewide Zero Fatalities initiative.	Ongoing	SO	Percent changes in injury accidents, non-injury accidents, fatalities, DUI Enforcement, Traffic Citations, Special Event Activities, Joining Forces Activities, Enforcement of Underage Drinking Laws, Traffic Warnings Issued, Volunteer Enforcement Activities, and Educational Activities.	Calendar year to date data reflects Carson City Sheriff's Office jurisdiction fatalities as 1 reported fatality. This is no change as compared to 2025 calendar year, which also had 1 reported fatality.	Complete
94	Utilize evidence based rehabilitative services to reduce recidivism.	Ongoing	Alt Sent	The data will be collected through caseload reports in Tyler.	As of July 2026, there are 1,345 individuals on some form of supervision to include pre-trial with the goal of being successful in their respective programs.	Complete
95	Reduce occurrence rates of crimes against persons and property in the community.	Ongoing	SO	UCR and NIBRS.	2026 NIBRS crime reporting shows a downward trend for crimes against people and property. However, CCSO is still working with the State to certify Tyler Technologies and therefore, percentage comparison data is not available.	Complete
96	Strive to achieve Sheriff emergency response times that average 6 minutes.	Ongoing	SO	Percent of calls that average 6 minutes or less response time.	Calendar year 2026 average Patrol Division Emergency Response Times are trending at 338 seconds, below the 6 minute goal.	Complete
97	Ensure timely and appropriate fire and EMS emergency response.	Ongoing	Fire	Percent of calls that average 4 minute travel (response) time in urban areas.	Avg EMS= 5:10 Avg Fire= 4:25 Emergent under 4 min. - 27% Emergent calls under 5 min. - 44% Emergent calls under 6 min. - 60% **Fire Department is continuously analyzing and adjusting response zones with the addition of Station 55 and new peak hour ALS Medic unit**	Complete
98	Provide ongoing Fire Safety Public Education Program for Seniors.	Ongoing	Fire	Number of classes provided.	Held 40 events	Complete
99	Improve pedestrian safety infrastructure by securing funding and completing selected Tier 1 and Tier 2 priority projects identified in Safe Routes to School (SRTS) Master Plan.	Ongoing	PW	Number of Tier 1 and Tier 2 priority projects that were identified in the SRTS master plan that have been completed.	Total since adding tactic: Six (10) Tier 1 Projects Eight (8) Tier 2 Projects Twelve (16) Programmatic Projects	Complete
100	Enforce building codes and nuisance laws.	Ongoing	Com Dev	Number of stop work orders for building permits and the number resolved; code enforcement issues resolved.	18 stop work notices were issued in FY26.	Complete

Safety Tactics (continued)		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
101	Evaluate need for an intensive community-based program for the high-risk youth in the community due to China Springs Youth Camp closing the boys' program.	2022	Juvenile	Complete evaluation. If program is implemented, use recidivism data to show 50 percent reduction in recidivism.		Complete
102	Prepare Emergency Evacuation Plans for all City Buildings and perform emergency drills.	2023	Fire	Completion of plans, perform drills twice per year.		Complete
103	Automate communication with victims of crimes and law enforcement to provide instantaneous updates to case status.	2023	DA	Completion of project.	Working with case management vendor to implement.	Overdue
104	Develop and implement plans according to completed Master Plan for Fire/EMS Service Delivery.	2023	Fire	Report on strategic priorities for Fire/EMS response as listed in Master Plan; report annually on progress of implementation of Fire Department Master Plan.	Implementation of Fire Department Master Plan continues. An annual progress update is presented to the City Manager.	Complete
105	Complete a new Cyber Security Response Plan which complies with legal mandates, upgrade the City's Cyber Security program.	2023	IT	Complete written plan; provide reporting on predictive analytics.		Complete
106	Automate data entry in criminal cases.	2024	DA	Completion of project.		Complete
107	Construct a new fire station that includes Emergency Operations Center, training, and backup dispatch center.	2024-2026	Fire, SO, PW	Complete construction.		Complete
108	Implement replacement for Sheriff's Tiberon system and evaluate whether integration with court case management and fire management is appropriate.	2024-2026	SO, IT	Completion of project.	Implementation began July 2025	Complete
109	Establish a Fire Safety Public Education Program for elementary schools.	2024	Fire	Educate all CCSD K-3 schools in basic fire safety.	10 presentations and 2,019 students attended.	Complete
110	Ensure workforce is aware of Incident Command System (ICS) - emergency response or is prepared to respond in the event of an emergency.	2024	Fire	Percent of staff from each department who have completed required ICS training and are trained in EOC position-specific operations.	In August 2025, the Emergency Manager held an Integrated Preparedness Planning Workshop to develop the City's training and exercise plan for the next 2 years.	Complete
111	Complete recommendations from Audit Committee regarding IT Vulnerability Audit.	2024	IT	Complete remediations.		Complete
112	Implement Public Safety radio communications plan.	2026	PW	Percent of radios registered on statewide system.	46% of eligible radios are registered (405 of 885)	Overdue
113	Leverage facility condition assessment report to identify priority projects and drive facilities capital improvement project requests.	Ongoing	PW	Number of FCA recommended projects completed.	344 projects completed over 49 facilities since 2019.	Complete
114	Explore disposal of excess City property & leased/licensed properties.	Ongoing	PW	Revenue from property sale or lease.	\$44,400 annual revenue from licenses.	Complete

Sustainable Infrastructure Tactics		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
115	Increase preventative maintenance versus reactive maintenance of City assets.	Ongoing	PW, Parks	Percent increase in preventative maintenance work orders per year.	Preventive maintenance work orders in 2025 accounted for 41.6% of the total work orders. 4,472 out of 11,731 total work orders in 2026 resulted in 38% of preventative maintenance work orders, which is a 11% decrease in preventative maintenance work orders compared to 2025.	Complete
116	Increase funding for street maintenance; work in partnership with residents and businesses to develop long term solutions to fund road maintenance.	Ongoing	PW	Graphically present increase in public/private investment spent each year.	Developer contributions are still being collected, and in FY26, a total of \$11,000 was collected as a pro rata share.	Complete
117	Analyze number and types of events for impacts on City infrastructure and reinvest in aging infrastructure to attract special events and tourism to Carson City.	Ongoing	CTA, Parks, PW	CTA reporting on events, dollars invested improvements, percent funds leveraged with grants for improvements.	Approximately \$7.5 million of planned improvements at Centennial Park; approximately \$16 million at Mills Park.	Complete
118	Encourage growth within existing urban boundaries and infill in existing developed areas to prevent "sprawl" and higher infrastructure maintenance costs.	Ongoing	Com Dev	Open space preserved outside "urban boundary" versus private property rezoned for higher density outside the urban boundary.		Complete
119	Report to the Growth Management Commission peak flow for wastewater and maximum daily demand for water flow related to capacity as well as efforts to expand capacity.	Ongoing	PW	What percentage of capacity/efforts to increase capacity.	Water can be produced at 23MGD with Quill offline for capacity upgrades; peak summer demand is 19MGD. Wastewater is able to process 6.9MGD with average day required at 5.3MGD.	Complete
120	Complete a juvenile facility needs assessment and identify potential funding sources including possibly partnering with Storey County.	2022	Juvenile	Completion of Facility Needs Assessment.		Complete
121	Complete a space needs assessment citywide starting with the courthouse.	2022	PW	Completion of assessment and report to the Board.		Complete
122	Implement park ambassador program.	2023	Parks	Number of parks sponsored.	6 parks and 7 open spaces sponsored	Complete
123	Promote "Adopt a Park" or "Adopt a Spot" program.	2023	Parks	Number of parks/spots sponsored.	17 total adopters	Complete
124	Implement juvenile facility needs assessment.	2023-2026	Juvenile	Completion of capital improvement plan; completion of project.	Facility needs assessment is complete. Architectural design will start in December of 2025.	Complete
125	Evaluate expansion of Carson City Justice/Municipal Court to accommodate additional courtroom for increasing population to 60,000, including which departments/functions need to remain at the courthouse and all necessary relocations.	2024-2026	Court, DA	Completion of project.		Complete
126	Develop a Strategic Asset Management Plan (SAMP) and Asset Management Plans (AMPs) for all major asset systems to clearly outline objectives, priorities, and best practices for the maintenance and replacement of City assets.	2024	PW	Completion of SAMP and AMPs.	SAMP Complete, AMPs In Progress	Complete
127	Acquire or lease new office space to create a centralized customer service center.	2024	CM, PW	Complete acquisition or relocation.	In progress. If approved by the Board, construction on the new City Hall is anticipated to begin in 2027 and be completed in 2029.	Overdue

Sustainable Infrastructure Tactics (continued)		FY to be Completed	Dept	Performance Measure	YTD Actual	Status
128	Increase usage of physical and virtual library.	2024	Library	Increase number of library cardholders, daily count of library users, and number of participants in library programs by 20%.	Library cardholders increased by 21%. Average program attendance increased by 60%.	Complete
129	Complete Transportation System Management Plan (TSMP) and implement processes that will result in a sustainable improvement in transportation system performance.	2024	PW	Complete TSMP.		Complete
130	Align library technology resources to community priorities - perform updated Library Edge assessment.	2024	Library	Percent above or below national or regional average; complete updated library technology plan.	Library is above national average by 20%.	Complete
131	Relocate the Clerk/Recorder/Public Administrator office to a space capable of housing all departments and meeting each of their respective security, staffing and storage requirements, as well as allow for public parking and access and use as a polling location.	2025	Clerk	Complete relocation.	Courthouse Renovation project schedule was modified so that Clerk-Recorder will not need to relocate until Jan of 2029.	Closed
132	Upgrade Quill Water Treatment Plant in order to manage all of the water resources that Carson City has rights to use.	2025	PW	Complete construction of plant upgrade.		Complete
133	Complete Southeast Mandatory Sewer Extension Project to eliminate septic systems as a source of nitrogen contamination in the City's domestic water supply wells in the project vicinity.	2025	PW	Complete connection of remaining 149 residences.		Complete
134	Implement a secure, resilient, high availability network to support mission critical services and Public Safety.	2025	IT, PW	Make sure all equipment is supported by vendor and replaced prior to the vendors End of Lifecycle for each piece of equipment.	PW and IT continue to collaborate in accomplishing this objective. The recent staff approval for an Operational Technology System Administrator within PW will bolster this effort.	Complete
135	Implement water/wastewater resources tracking with Community Development on a parcel basis to get data in real time.	2025	Com Dev, PW	Refine effort and have annual reporting.		Complete
136	Pursue options to bring enhanced broadband service to better support the local community and to increase economic growth.	2026	IT	Broadband services installed.		Complete



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Discussion Only: Discussion and presentation regarding the progress of the Quill Water Treatment Plant Rehabilitation Project. (Darren Anderson, danderson@carsoncity.gov and Andy Hummel, ahummel@carsoncity.gov)

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

No action – presentation only.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

None

Background/Issues & Analysis

The Quill Water Treatment Plant Rehabilitation Project represents a critical infrastructure initiative for Carson City, addressing both immediate and long-term water treatment needs for the community. The facility, originally constructed in 1991, has not undergone significant upgrades in over three decades, during which time both raw water quality and regulatory requirements have evolved substantially. As a result, the plant's existing technology has limited the City's ability to fully utilize available west side surface water sources, necessitating reliance on groundwater and regional interconnections to meet potable water demands. This reliance has underscored the need to modernize the Quill facility to maximize water production, improve operational efficiency, and ensure compliance with current and anticipated future water quality standards.

In response, the City undertook a comprehensive planning and design process, beginning with a Preliminary Engineering Report (PER) in 2019 that identified key deficiencies and evaluated improvement alternatives. The preferred solution, developed through subsequent design phases, involves replacing the outdated diatomaceous earth filtration system with a modern package filtration system and adding advanced treatment components such as ultraviolet disinfection and updated process controls. This approach is intended to provide operational flexibility, allowing the plant to treat a broader range of water qualities and to increase its treatment capacity in phases as regional water supply conditions evolve. The design process was structured in two phases to manage project complexity and risk, with the initial phase focusing on foundational design decisions and the second phase advancing the project to a construction-ready state.

The project's implementation has required careful coordination of funding sources, regulatory

approvals, and technical requirements. Federal funding, including American Rescue Plan Act (ARPA) allocations and a \$2 million congressional appropriation through the EPA’s State and Tribal Assistance Grant (STAG) program, has been leveraged alongside local capital improvement funds to address the significant cost escalation experienced in the current construction market. The project is subject to state and federal regulatory oversight, including permitting by the Nevada Division of Environmental Protection’s Bureau of Safe Drinking Water, and must comply with prevailing wage and public works contracting requirements under NRS Chapter 338.

Design began in 2021 with bidding occurring in 2024. Quill went offline in November 2024, and construction began in January 2025. Throughout the planning and early construction phases, the project team has encountered and addressed several key issues, including supply chain delays for critical equipment, the need for value engineering to manage costs, City-caused project management changes, and the importance of maintaining operational continuity at the existing facility during construction. The project’s phased approach and robust project management structure are designed to mitigate these risks and to provide the City with a resilient, future-ready water treatment facility. As construction progresses toward the anticipated completion in July of 2027, ongoing monitoring of project milestones and proactive management of emerging issues will remain essential to achieving the project’s objectives and safeguarding the City’s water infrastructure for decades to come.

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

Financial Information
Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives
N/A

Attachment(s):
[2026_Quill Update_V3.pdf](#)

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

(Vote Recorded By)



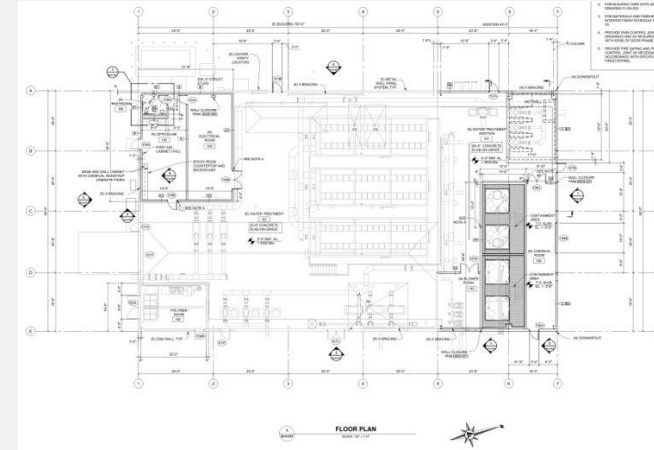
Quill Water Treatment Facility Project Update

-
- MLWS Pipeline
- Spring
- Spring
- Spring
- Diversion Dam
- Lakeview Tanks
- Ash Pond
- Ash Diversion
- Quill WTP
- Settling Pond 1
- King's Diversion
- MLWS Features
- Carson City Features
- CreekConveyance
- Pipeline
- Map of the King's Division Watershed showing the MLWS Pipeline route. The map includes topographic features, roads, and various landmarks. The pipeline route is highlighted in blue, starting from the top left and ending at the bottom right. Key features along the route include Spring, Spring, Spring, Diversion Dam, Lakeview Tanks, Ash Pond, Ash Diversion, Quill WTP, Settling Pond 1, and King's Diversion. The map also shows the location of the MLWS Pipeline relative to the Carson City and King's Diversion watersheds.



PROJECT TIMELINE TO DATE

- Preliminary Engineering Report initiated in 2019
- Design initiated in Summer of 2021
- Design completed in Spring of 2024
- Construction started January 2025, with an estimated completion date of summer 2026
- Current estimated project completion
 - Construction complete end of 2026
 - Startup Spring of 2027



SCHEDULE DELAYS

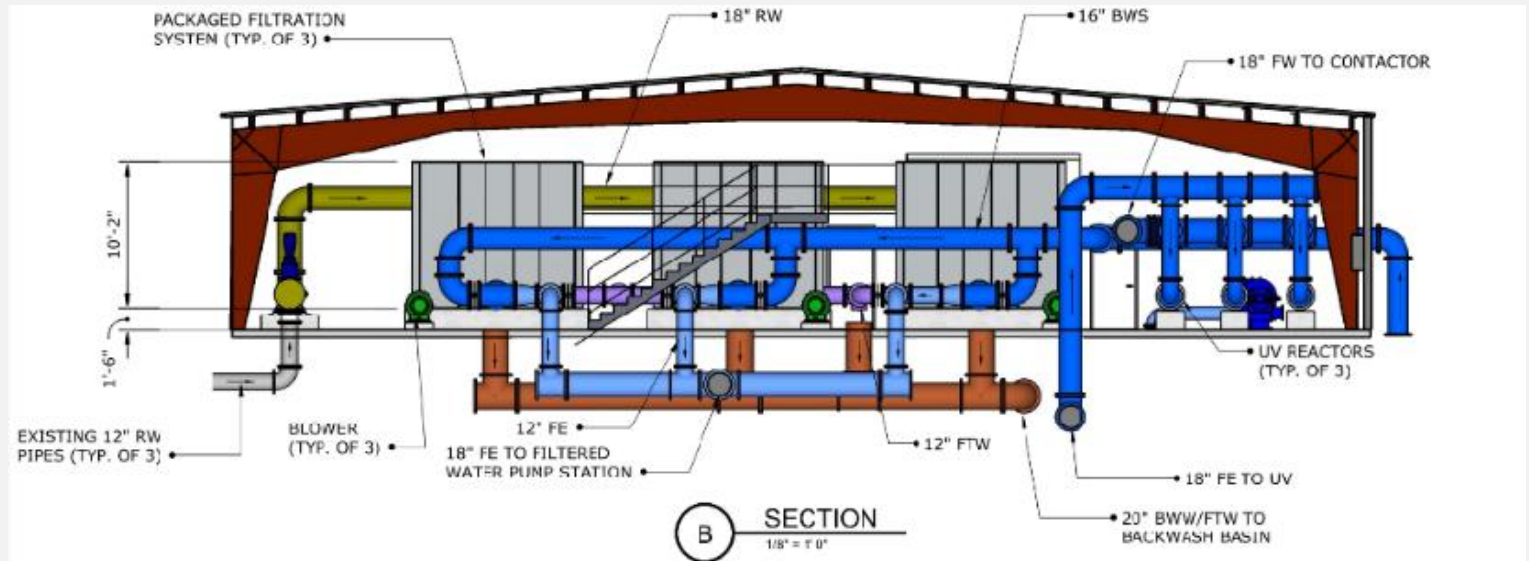
- **Material Procurement Delays / Tariffs**
- **Permit Approvals**
 - Additional permitting requirements
 - State review of product submittals
- **City's need for project construction to start**
 - Grant funding deadlines
 - Coordination with Marlette Dam



PROJECT TEAM

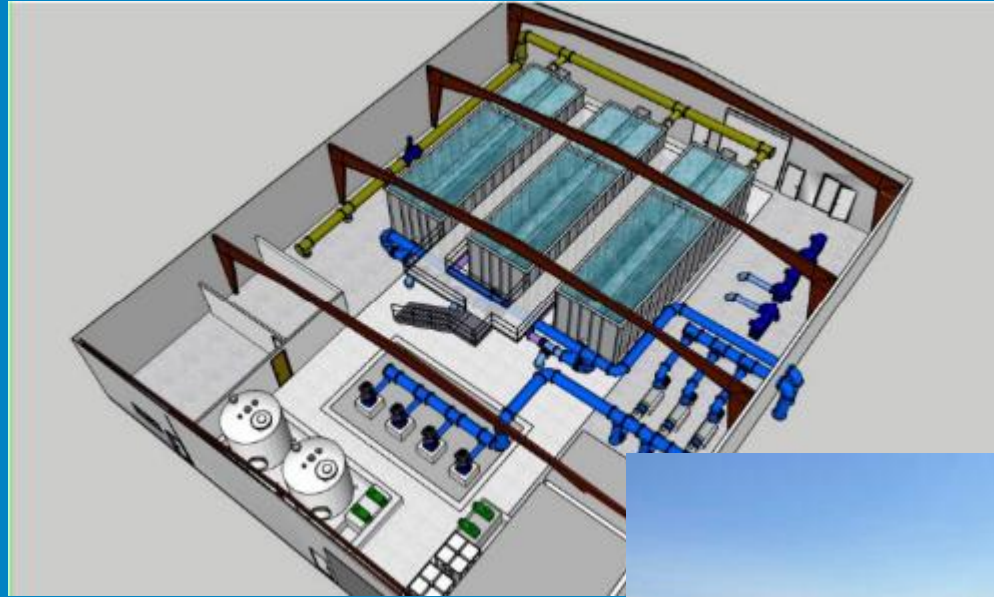


- Lumos/Jacobs, Construction Materials Engineering (CME), Carson City Public Works, Resource Development Company
- Unexpected loss City contract construction manager
- Lumos and CME filled gap



ADDITIONAL COSTS

- **Contingency**
 - Contingency items to date
 - 5% awarded, increased to 7.67%
- **Lumos Services**
 - State permit condition support
 - Engineer of Record services
- **Construction Materials Engineering**
 - Extended construction period



WHAT'S LEFT

- Construction Completion
- Operational Testing and Construction Closeout
- Contingency/Risks
- Quill up and running!





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

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

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Amendment No. 6 (“Amendment”) to Contract No. 20300294 (“Contract”) with Lumos & Associates, Inc. (“Lumos”), with the Amendment expanding the scope of services for the Quill Water Treatment Plant Rehabilitation Project (“Project”) for an additional amount of \$579,993, resulting in a new total not-to-exceed Contract amount of \$3,177,308. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

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

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 21, 2026 (Item 17A) – The Board of Supervisors (“Board”) approved the budget and Capital Improvement Plan for FY 2027, including \$600,000 for the Project.

May 27, 2025 (Item 5A) – The Board approved the budget and Capital Improvement Plan for FY 2026, including \$900,000 for the Project.

October 3, 2024 (Item 11A) – The Board approved Amendment 4, to extend the term for performance through June 30, 2026, and to increase \$995,000 for Lumos, to perform construction support and engineer of records services, Amendment No. 5 was issued to extend the term for performance through December 31, 2027.

June 20, 2024 (Item 16B) – The Board approved the augmentation of the FY 2024 budget, including \$2,500,000 from Infrastructure Capital for the Project.

May 24, 2024 (Item 6A) – The Board approved the budget and Capital Improvement Plan for FY 2025, including \$1,500,000 for the Project.

April 3, 2024 – The parties executed Amendment No. 3 to Contract No. 20300294, which solely extended the term for performance through December 31, 2024.

April 21, 2022 (Item 24.A) – The Board approved Amendment 2 to extend the term for performance through December 31, 2023, expand the scope of Lumos’s services to include final Project design and bid assistance, and increase the contract’s not-to-exceed amount by \$1,355,315 for a new total not-to-exceed amount of \$1,602,315.

February 15, 2022 – The parties executed Amendment No. 1 to Contract No. 20300294, which solely extended the term for performance of the contract’s first phase through March 31, 2022.

August 5, 2021 (Item 12B) – The Board approved the American Rescue Plan Act Plan of Expenditure, including \$3,000,000 for the Project.

July 1, 2021 (Item 15.A) – The Board awarded Contract No. 20300294 to Lumos to provide engineering design services for the Project and awarded Lumos \$247,000 to complete the first of two design phases.

June 17, 2021 (Item 17D) – The Board approved the augmentation of the FY 2021 budget, including \$7,325,548 in bonds for the Project.

May 20, 2021 (Item 15B) – The Board approved the budget and Capital Improvement Plan for FY 2022, including \$1,000,000 for the Project.

Background/Issues & Analysis

The Project will rehabilitate and update aging infrastructure at the Quill Water Treatment Plant (“Quill”) to maximize water production, modernize the existing filtration system, and enhance the treatment process. The City selected Lumos through a formal Request for Proposal (“RFP”) process to provide engineering and design services during the Project and serve as the Engineer of Record during construction.

The Amendment is being requested because Lumos’s scope changed in three ways. First, Lumos assisted the City by performing construction management services in addition to the originally scoped services when the unexpected loss of Public Works’ part-time construction manager occurred and prior to the City hiring Construction Material Engineering to fill the construction manager role. Second, it is necessary for Lumos to provide Engineer of Record services through an extended construction duration. The original construction timeline was extended due to material procurement timelines and the additional time needed to construct the project, with the initial end date of construction set for March 2026 and the updated completion date set for July 2027. Lastly, the Nevada Division of Environmental Protection (NDEP) has required two studies to prove the effectiveness of the plant upon startup operations: a tracer study and a corrosion study. Those studies were not included in Lumos’s original scope of work and have been included in the proposed augmentation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332; NRS 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Water Fund, Capital Improvements Account 5203505-507010, Project #: P350521004.

Is it currently budgeted? Yes

Explanation of Fiscal Impact:

If approved, P350521004 account 5203505-507010 will be reduced by a not to exceed total of \$579,993; the current balance is \$587,399.

Alternatives

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

Attachment(s):

[20300294 Amendment 6.pdf](#)

[20300294 Executed Amendment 5.pdf](#)

[20300294 Executed Amendment 4.pdf](#)

[20300294 Executed Amendment 3.pdf](#)

[20300294 Executed Amendment 2.pdf](#)

[20300294 Executed Amendment 1.pdf](#)

[20300294 Executed Contract.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 6

If Consideration will be amended, please indicate amount: Increase compensation about by \$579,993.

Reason for amendment:

To increase the Contract Sum an additional \$579,993 for additional services as described in Exhibit A to this Amendment, for a new total not to exceed Contract Sum of \$3,177,308.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300294, and Amendments No. 1 – 5 thereto, remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

Lumos & Associates, Inc.:

Name/Title: Tim Russell, P.E., Director of Engineering

Signature: _____ Date: _____

CITY

Approved by:

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

Approved as to form by:

District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 6

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada, at their publicly noticed meeting of October 1, 2026, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 6 to CONTRACT No. 20300294. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of October 2026.

ATTEST:

**WILLIAM SCOTT HOEN, CLERK-
RECORDER**

DATED this 1st day of October 2026.

**P350521004
5203505-507010**



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

August 3, 2026

10167.004

Brian Elder, P.E.
Project Manager
Carson City Public Works
Via email: belder@carson.org

RE: Quill Water Treatment Plant – Addendum for Engineering Services During Construction, Engineer of Record

Dear Brian:

Lumos & Associates, Inc. (Lumos), Jacobs Engineering (Jacobs), and West Yost Associates (West Yost), are pleased to provide this proposal for Engineer of Record and related professional engineering services during construction for the Carson City Quill Water Treatment Plant (WTP) Rehabilitation Project.

Budget Augmentation Understanding

Carson City has a contract with Resource Development Co. dba Farr Construction Corp (RDC) for construction of the Quill Water Treatment Plant. The original construction schedule for the Project was October 2024 through March of 2026.

Carson City has a contract with Lumos and Jacobs for Construction Administration (including submittal review, RFI response, progress meeting attendance, general coordination, etc.). That proposal for Construction Administration is included at the back of this addendum as Attachment 1.

Lumos and Jacobs scoped that proposal based on the original construction schedule and various assumptions that were made prior to construction start. During construction, a few of those assumptions have changed, resulting in the need for augmentation of the Contract. Further justification of those changes is provided below:

- Due to challenges with construction lead times and procurement of materials, the Project's Schedule has since been revised to end in July of 2027.
- The original Construction Management team that started the project is no longer overseeing the project. During the time that was needed for Carson City staff to find a new Construction Management team for the project, Lumos helped Carson City staff with those services as to continue progressing the project.
- Lumos and Jacobs assumed that American Iron and Steel (AIS) documentation support would not be needed (funding requirements for the project was not completely known when our scope was developed). Lumos and Jacobs have provided AIS documentation to Carson City throughout the project.

- Nevada Division of Environmental Protection (NDEP) will require two different studies to prove the effectiveness of the plant upon startup operations: a tracer study and a corrosion study. Those studies were not included in the original scope of work, but have been included in this augmentation.

Scope of Services

Additional Budget for Existing Task 2: Submittal Review

Lumos and Jacobs will continue to provide submittal review services through the remainder of the project, including the AIS documentation required by funding sources.

Additional Budget for Existing Task 3: Engineer of Record

The Lumos team will continue to provide Engineer of Record (EOR) services for the Quill construction project. Specific duties under this task (as identified in the original Proposal) include providing responses to Contractor Requests for Information (RFI), clarifications, interpretations, as well as review of change orders and/or construction change directives. The Lumos team will also prepare compilation of vendor/contractor supplied Operations and Maintenance manuals, and development of process standard operating procedures (SOP). Finally, this task also includes continued attendance at the weekly progress meeting for the estimated construction duration.

New Task 6: Record Drawings

Lumos and Jacobs will prepare record drawings for the completed project based on contractor redlines, approved submittals, field records, survey information, and other construction documentation provided by the Contractor and Construction Management team. The record drawings will document the apparent constructed locations, configurations, sizes, materials, and elevations of the project improvements and will include applicable updates to plan sheets, profiles, details, schedules, and notes. Deliverables will include a final PDF record drawing set and native CAD files where authorized and available. This task does not include independent as-built surveying, verification of concealed construction, utility locating, redesign, or extensive investigation of conflicting or incomplete records.

New Task 7: Tracer Study

West Yost will provide a tracer study that is in accordance with the Guidance Manual for Compliance with the Filtration and Disinfection Requirements for Public Water Systems using Surface Water Sources, as noted in NDEP's approval letter. See West Yost proposal as Attachment 2 to this augmentation.

New Task 8: Corrosion Study

West Yost will provide a corrosion study that is in accordance with 40 CFR 141.81(a)(1) and 141.81(d), as noted in NDEP's approval letter. See West Yost proposal as Attachment 3 to this augmentation.

Assumptions/Exclusions

- This scope of work does not include additional design services, materials testing and inspection, or construction surveying.
- This scope of work does not include full-time site observation or inspection, or Construction Management services.

Fees

Based on the tasks identified in the Scope of Services, Lumos has is requesting the following fees, which are to be billed on a Time & Material (T&M) basis:

Task	Description	Fee Amount	Additional Notes
Existing Task 2	Submittal Review	\$ 21,840.00	Additional Fee Amount
Existing Task 3	Engineer of Record	\$ 302,242.00	Additional Fee Amount
New Task 6	Record Drawings	\$ 44,311.00	New Fee Amount
New Task 7	Tracer Study	\$ 136,585.00	New Fee Amount
New Task 8	Corrosion Study	\$ 75,015.00	New Fee Amount
Total		\$ 579,993.00	Total Fee Amount to add to Existing Contract

If this is acceptable, please send Lumos a change order to our current PO in the amount of **\$579,993.**

Please note that Lumos is not marking up subconsultant fees as part of this augmentation.

Lumos will also continue to work with The City to mitigate any future addendum, and to maximize the use of this requested budget for the remainder of the project.

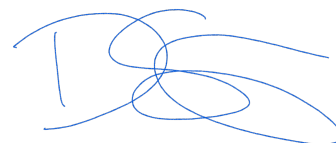
The additional budget will follow the same contract terms between Lumos / Carson City that is already in place.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Collin Sturge, P.E.
Group Manager



Dan Stucky, P.E.
Engineering Director

Attachment 1

Original Quill Construction Services Proposal



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

August 19, 2024

10167.005

Darren Anderson, P.E.
City Engineer
Carson City Public Works
Via email: danderson@carson.org

RE: Quill Water Treatment Plant – Proposal for Engineering Services During Construction, Engineer of Record

Dear Mr. Anderson:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for Engineer of Record and related professional engineering services during construction for the Carson City Quill Water Treatment Plant (WTP) Rehabilitation Project.

Project Understanding

Carson City relies on surface water, groundwater, and regional interconnection sources to meet potable water demands in the water system. The west side surface water system uses the Quill water treatment plant (WTP) to treat water from Kings Creek, Ash Creek, and the Marlette Lake Water System (MLWS). The Quill WTP was constructed in 1991 and has not undergone any major upgrades in the last 30-years. Due to changing raw water quality, changing regulatory requirements, and treatment plant limitations (capacity, etc.), the Quill WTP does not allow Carson City to maximize the use of available west side surface water sources.

In 2022 Carson City contracted with Lumos to complete the final design and bidding services for the Quill WTP upgrades. Lumos, in conjunction with Jacobs Engineering, have completed the final design scope of work and the construction contract is anticipated to be awarded at the City's regularly scheduled Board of Supervisor's meeting on September 5, 2024. Construction is anticipated to start immediately after notice of award in September with an estimated duration of 18 months and anticipated construction cost of \$21,730,000.

Scope of Services

Task 1: Conformed for Construction Documents Submittal Review

Specific duties under this task include preparation of Conformed for Construction Documents including final plans and specifications bearing all documented changes from addenda issued during the bidding process.

Task 2: Submittal Review

The Lumos team will provide submittal review under this task. This task includes time for conference calls to discuss critical submittals prior to rejection. For this task, we have assumed the following quantities of EOR items:

- 350 Submittals, 180 Resubmittals, 60 Multi-Resubmittals

Task 3: Engineer of Record

The Lumos team will provide Engineer of Record (EOR) services for the Quill construction project. Specific duties under this task include providing responses to Contractor Requests for Information (RFI), clarifications, interpretations, as well as review of change orders and/or construction change directives. The Lumos team will also prepare record drawings for the Quill WTP at the conclusion of construction, along with compilation of vendor/contractor supplied Operations and Maintenance manuals, and development of process standard operating procedures (SOP). Finally, this task also includes attendance at the pre-construction meeting by both Lumos and Jacobs, as well as attendance of weekly construction meetings by the Lumos project manager for the estimated construction duration. If the City requests additional support staff attendance at weekly construction meetings or other meetings, this time will be billed on a T&M basis under Task 3 in accordance with the most current fee schedule at the time of services rendered.

For this task, we have assumed the following quantities of EOR items:

- 180 Requests for Information
- 60 Construction Change Directives
- 50 Potential Change Orders (Reviewed), 15 Change Orders (Approved)
- 65 Regular Progress Meetings Attended by the Lumos Project Manager
- Production of up to 9 SOPs based upon the anticipated number of major flow path processes for plant operations. Each SOP is assumed to be two (2) pages in length, maximum.

Task 4: Startup, Testing, and Commissioning

The Lumos team will attend startup, testing, and commissioning events for the major equipment and process lines at the WTP. To facilitate an efficient process and document our assumptions, we have identified the anticipated startup events and key discipline staff to attend, in addition to the Lumos project manager who will attend each event:

- Package filters – Jacobs Process Mechanical and Control Engineers
 - Two (2) Site visits for Process Mechanical and three (3) site visits for Control Engineer
- UV Reactors – Jacobs Process Mechanical and Control Engineers
 - Two (2) site visits Process Mechanical
 - Two (2) site visits for I&C
- Filter Effluent Pumps – Lumos Process Mechanical, Jacobs Control Engineers
- Backwash Supply Pumps – Lumos Process Mechanical, Jacobs Control Engineers
- Backwash Recovery Pumps – Lumos Process Mechanical, and Jacobs Control Engineers
- Chemical Process (Coagulation, Polymer, and Disinfection) – Jacobs Process Mechanical, and Control Engineers

- Motor Control Center and System Integration – Jacobs Control Engineers

This task does not include attendance at commissioning of ancillary systems including fire safety, site security, site and building lighting, regular (120/240VAC) voltage distribution, Generator testing, or incidental actuated valving and appurtenances outside of the processes identified above.

Task 5: Client Directed Services

The Lumos team will be available on a T&M basis to support the City during construction for requested services outside of those anticipated and described in Tasks 1 through 4.

Assumptions/Exclusions

- This scope of work does not include additional design services, materials testing and inspection, or construction surveying.
- This scope of work does not include labor compliance, document control, or funding compliance including AIS or other EPA CDS requirements.
- This scope of work does not include full-time site observation or inspection.
- A resident engineer (RE) has not been requested of Lumos by the City, and RE services are not included beyond what is detailed in the tasks above.
- This scope of work does not include review of Contractor's applications for payment.
- This scope does not include programming and configuration of field instrumentation and control systems.
- A full review of control system programming is not included.

Fees

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	Conformed Documents and Submittal Reviews	Lump Sum \$97,000
Task 2	Submittal Review	T&M (Estimated) \$317,000
Task 3	Engineer of Record	T&M (Estimated) \$368,000
Task 4	Startup, Testing, and Commissioning	T&M (Estimated) \$163,000
Task 5	Client Directed Services	T&M (Estimated) \$50,000
	Total	\$995,000

Tasks 1 will be lump sum, and Tasks 2 through Task 5 will be Time and Materials (T&M). Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action

August 19, 2024
Page 4 of 4

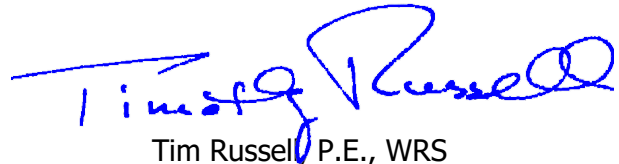
as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager, Engineering Division



Tim Russell P.E., WRS
Director, Engineering Division

Cc: James Morris
Andy Hummel, P.E.

Attachment 2
Proposal from West Yost Associates
for Tracer Study



2020 Research Park Drive
Suite 100
Davis CA 95618

2030294 Amendment 6
Exhibit A

530.756.5905 phone
530.756.5991 fax
westyost.com

July 31, 2026

SENT VIA: EMAIL

Collin Sturge, P.E.
Group Manager, Engineering Division
Lumos & Associates, Inc.
Reno, NV 89521

SUBJECT: Letter Proposal for Engineering Services to Perform Quill Water Treatment Plant Corrosion Control Study

Dear Collin:

West Yost is pleased to provide this proposal to Lumos & Associates, Inc. (Lumos) to provide engineering services to perform a corrosion control study for Carson City's (City's) Quill Water Treatment Plant (Quill WTP). We will perform the corrosion control study in accordance with our Task Order Agreement (TOA) to provide Professional Engineering Services to Lumos, dated February 23, 2026.

PROJECT UNDERSTANDING

The City is currently undergoing construction for improvements to the Quill WTP. Historically, the Quill WTP has provided surface water treatment for water from the Marlette Lake Water System, Kings Canyon Creek, and Ash Canyon Creek. We understand that the City needs to develop a corrosion control study for the Quill WTP to evaluate treatment changes and increased source capacity. For this study, we will subcontract with Trussell Technologies (Trussell), a corrosion control subject matter expert, to perform the corrosion control study. Trussell's scope of work is attached to this letter proposal. Trussell will evaluate the treatment changes, anticipated finished water quality, and updated source water capacity from the rehabilitated Quill WTP into the distribution system, while also considering existing corrosion control treatment (CCT) for this supply and others contributing to the distribution system. Findings will be used to identify a recommended strategy for integration of the new supply into the distribution system.

The evaluation will be conducted in consideration of the corrosion control requirements in 40 CFR Part 141, Subpart I, including the applicable requirements of 40 CFR 141.81 and 141.82 and the Lead and Copper Rule Revisions (LCRR) as well as Lead and Copper Rule Improvements (LCRI). Under the current regulations, optimal CCT is intended to minimize lead and copper concentrations at customer taps. Potential corrosion control approaches include pH and alkalinity adjustment and the use of orthophosphate- or silicate-based corrosion inhibitors.

SCOPE OF SERVICES

Our scope of services includes the following tasks.

- Task 1. Project Management and NDEP-BSDW Coordination
- Task 2. Data, System, and Regulatory Review
- Task 3. Corrosion Control Evaluation
- Task 4. Corrosion Control Study Report

Collin Sturge, P.E.

July 31, 2026

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Task 1. Project Management and NDEP-BSDW Coordination

West Yost will provide overall project management for successful execution of the Corrosion Control Study. This task includes initiating the project, facilitating internal and external communications, managing project cost and schedule, identifying and addressing key issues that include assisting the City to obtain approval of the Corrosion Control Study from the Nevada Division of Environmental Protection (NDEP) Bureau of Safe Drinking Water (BSDW), and managing review of technical work products. This task includes participation by the project team in a virtual kickoff meeting and three (3) virtual project coordination/review meetings. This task will also include direct coordination with NDEP-BSDW, including a virtual coordination meeting, to confirm level of assessment and expectations for the report documentation. It also includes additional direct coordination with NDEP-BSDW to respond to comments and questions on draft and final deliverables.

West Yost will prepare and submit monthly invoices summarizing the progress of the work. We assume that the duration of the Corrosion Control Study will be approximately three (3) months beginning in January 2027 and that we will submit up to four monthly invoices.

Task 2. Data, System, and Regulatory Review

Under this task, the project team will review available information related to Quill, the existing water system, and applicable corrosion control requirements. An initial data request will be provided, itemizing the documentation needed for this review.

The following information is anticipated to be requested to inform this effort:

- Design information for the Quill WTP Rehabilitation, including finished water quality goals and anticipated operating conditions.
- Relevant available historical water quality data for the distribution system based on recent Lead and Copper Rule tap sampling results, water quality parameter monitoring (WQP) results, and available documentation regarding existing corrosion control treatment strategies (CCTs, if used), for any supplies to the distribution system.
- LCRR Lead Service Line Inventory and available information regarding distribution system and premise plumbing materials.
- Available information regarding existing and proposed source blending and the anticipated contribution of the Quill WTP supply to the distribution system.

Task 2 Deliverables

- Initial data request

Task 3. Corrosion Control Evaluation

The project team will evaluate the potential corrosion implications of introducing finished water from the rehabilitated Quill WTP into the distribution system.

This task includes the following:

- Characterize the anticipated finished water quality from the Quill WTP and compare it with the historical distribution system WQPs relevant to lead and copper compliance and corrosion control, including pH, alkalinity, Langelier Saturation Index, and orthophosphate (if used as corrosion control treatment in the system).

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- Identify the need for CCTs, which may include pH and alkalinity adjustment, orthophosphate addition, and operational or blending controls.
- Identify whether additional testing, such as bench-scale testing, coupon testing, pipe-loop testing, or targeted field sampling, should be considered before final regulatory approval or full-scale implementation.

Task 4. Corrosion Control Study Report

This task includes project coordination with Carson City Public Works, as well as reporting efforts. The project team will document the evaluation findings and recommendations from Tasks 2 and 3 in a Corrosion Control Study Report to be submitted to the Nevada Division of Environmental Protection (NDEP), Bureau of Safe Drinking Water (BSDW).

Task 4 Deliverables:

- Prepare draft Corrosion Control Study Report for submission to West Yost and Carson City Public Works
- Prepare draft Final Corrosion Control Study Report for BSDW incorporating comments from West Yost and Carson City Public Works
- Prepare Final Corrosion Control Study Report incorporating BSDW comments

Task 4 Assumptions:

- The project team will prepare the Corrosion Control Study Report (draft and final) for submission to the NDEP-BSDW, but these documents will be submitted by Carson City Public Works.

FEE ESTIMATE

West Yost's proposed level of effort and budget for each of the tasks described above is listed in Table 1. West Yost will perform the scope of work described above on a time and expenses basis, at the billing rates set forth in West Yost's attached 2026 Billing Rate Schedule and assuming a 5% fee escalation for work performed in 2027, with a not-to-exceed budget of \$75,015. Any additional services not included in this scope of work will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Fee	
Task	Total Fee, dollars
Task 1. Project Management & NDEP Coordination	\$14,089
Task 2. Data, System, and Regulatory Review	\$16,368
Task 3. Corrosion Control Evaluation	\$20,972
Task 4. Corrosion Control Study Report	\$23,586
Total	\$75,015

SCHEDULE

West Yost will coordinate the schedule for the completion of this work with Lumos upon award of Contract. The scope of work described above is expected to begin by January 2027 and conclude by April 2027.

Collin Sturge, P.E.

July 31, 2026

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Please contact me at 775-354-8831 if you have questions or comments on this proposal. We look forward to being of continued service to both Lumos and the City. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

A handwritten signature in blue ink, reading "Jonathan Lesperance".

Jonathan Lesperance, PE
Principal Engineer II

Attachment(s): Attachment A. West Yost's 2026 Billing Rates
(Please note an assumed 5% fee increase for work performed in 2027)

Attachment A

West Yost’s 2026 Billing Rate Schedule



2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)			
ENGINEERING				
Principal/Vice President				\$392
Engineer/Scientist/Geologist Manager I / II			\$370 /	\$387
Principal Engineer/Scientist/Geologist I / II			\$333 /	\$355
Senior Engineer/Scientist/Geologist I / II			\$297 /	\$312
Associate Engineer/Scientist/Geologist I / II			\$246 /	\$265
Engineer/Scientist/Geologist I / II / III	\$191 /	\$221 /	\$231 /	
Engineering Aide				\$117
Field Monitoring Services				\$145
Administrative I / II / III / IV	\$107 /	\$133 /	\$160 /	\$176
ENGINEERING TECHNOLOGY				
Engineering Tech Manager I / II			\$384 /	\$387
Principal Tech Specialist I / II			\$353 /	\$365
Senior Tech Specialist I / II			\$320 /	\$334
Senior GIS Analyst				\$292
GIS Analyst				\$277
Technical Specialist I / II / III / IV	\$206 /	\$231 /	\$261 /	\$291
Technical Analyst I / II			\$148 /	\$176
Technical Analyst Intern				\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 /	\$167 /	\$188 /	\$208
CAD Manager				\$233
CAD Designer I / II			\$181 /	\$204
CONSTRUCTION MANAGEMENT				
Senior Construction Manager				\$373
Construction Manager I / II / III / IV	\$222 /	\$237 /	\$251 /	\$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 /	\$222 /	\$247 /	\$256
Apprentice Inspector				\$181
CM Administrative I / II			\$96 /	\$130
Field Services				\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

Attachment 3
Proposal from West Yost Associates
for Corrosion Study



2020 Research Park Drive
Suite 100
Davis CA 95618

2030294 Amendment 6
Exhibit A

530.756.5905 phone
530.756.5991 fax
westyost.com

July 31, 2026

SENT VIA: EMAIL

Collin Sturge, P.E.
Group Manager, Engineering Division
Lumos & Associates, Inc.
Reno, NV 89521

**SUBJECT: DRAFT Letter Proposal for Engineering Services to Perform Quill Water Treatment Plant
Chlorine Disinfection Contactor Tank Tracer Study**

Dear Collin:

West Yost is pleased to provide this proposal to Lumos & Associates, Inc. (Lumos) to provide engineering services to perform two tracer tests of the disinfection contactor tank and pipelines at Carson City's (City's) Quill Water Treatment Plant (Quill WTP). We will perform the tracer studies in accordance with our Task Order Agreement (TOA) to provide Professional Engineering Services to Lumos, dated February 23, 2026.

PROJECT UNDERSTANDING

We understand that the City needs to determine and document the disinfection contactor tank's T₁₀ to hydraulic detention times (HDT) ratio(s) that provide most of the disinfection contact time at the City's Quill WTP. Our proposed scope of work and budget to assist Lumos and the City in preparing and performing the tracer study is presented below.

SCOPE OF SERVICES

Our scope of services includes the following tasks.

- Task 1. Project Management, Quality Assurance/Quality Control (QA/QC), and Health & Safety (H&S)
- Task 2. Prepare Tracer Test Protocol
- Task 3. Perform Tracer Tests
- Task 4. Data Analysis and Tracer Study Report
- Task 5. Additional Support (Optional)

Collin Sturge, P.E.
July 31, 2026
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Task 1. Project Management, QA/QC, and H&S

Subtask 1.01. Project Management

West Yost will provide project management for the Tracer Study Project. The task includes initiating the project, facilitating internal and external communications, managing project cost and schedule, identifying and addressing key issues that include assisting the City to obtain approval of the Tracer Test Protocol from the Nevada Division of Environmental Protection Bureau of Safe Drinking Water (NDEP), and managing review of technical work products.

West Yost will prepare and submit monthly invoices summarizing the progress of the work. We assume that the duration of the Tracer Study Project will be approximately six (6) months beginning in March 2027 and that we will submit up to eight monthly invoices.

Subtask 1.02. Quality Assurance/Quality Control

All work products will be reviewed in accordance with West Yost's QA/QC policy by a West Yost staff member at the Senior Engineer or higher level.

Subtask 1.03. Health and Safety

West Yost will prepare a Work Safety Plan for the tracer test field work at the City's Quill WTP. All West Yost staff participating in field work will review and follow the safety guidelines outlined in the Work Safety Plan.

Task 1 Deliverables

- West Yost will provide monthly invoices, one (1) electronic copy in PDF format for each invoice
- Work Safety Plan

Task 2. Prepare Tracer Test Protocol

Subtask 2.01. Data Gathering and Review

West Yost will communicate with City staff to obtain information needed to develop the Tracer Test Protocol. Information needed will include:

- Access points for tracer chemical addition (injection and dispersion) and sampling
- Background source water quality data
- Equipment and instruments available for flow rate control, flow rate monitoring, and water quality sample collection and monitoring
- Quill operational flow rates and constraints (e.g., constraints on minimum and maximum water production and duration based on distribution system storage and conveyance system capacities and demands)

Subtask 2.02. Draft Tracer Test Protocol

West Yost will prepare and submit a draft Tracer Test Protocol. West Yost will conduct a conference call with Lumos and the City to review the draft Tracer Test Protocol. The Protocol will include the following items:

- Tracer study objectives
- Description of disinfection facilities

Collin Sturge, P.E.

July 31, 2026

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- Guidance for tracer studies
- Test method (step dosage input)
- Tracer studies' planned flow rate(s) and duration(s)
- Tracer chemical selection
- Tracer chemical concentration and preparation
- Tracer chemical addition location and method
- Location of sample points
- Tracer study sampling plan and schedules
- Tracer study water samples analysis (by City's contract laboratory services provider)
- Quality assurance and quality control
- Operating conditions during test periods (disinfection contactor tank water level and flow rate into and out of contactor operation and control plan)
- Schedule

We will work with the City to identify the operating constraints of both Quill's and the City's water distribution system for the proposed tracer test period, schedules, staffing, supplies, laboratory testing arrangements, site preparation needs, data collection, and communications during the test.

Subtask 2.03. Draft Final Tracer Test Protocol

West Yost will revise the draft Tracer Test Protocol (Protocol) to address Lumos's and City's comments. We assume that Lumos and the City will provide one set of consolidated and coordinated comments on the draft Protocol. West Yost will submit a draft final Tracer Test Protocol to Lumos and the City. We assume that the City will coordinate review of the draft final Tracer Test Protocol with NDEP. We can be available to participate in a conference call discussion of the draft final Tracer Test Protocol with Lumos, the City, and NDEP.

Subtask 2.04. Final Tracer Test Protocol

West Yost will conduct a conference call with Lumos, the City, and NDEP to review NDEP's comments on the final draft Tracer Test Protocol. West Yost will submit a final Tracer Test Protocol for implementation that addresses NDEP's and the City's final set of comments.

Task 2 Deliverables

- West Yost will provide a draft, draft final, and final Tracer Test Protocol, one (1) electronic copy in PDF format for each submittal

Task 3. Perform Tracer Tests

Careful planning, preparation, coordination, and rehearsal are crucial for successful tracer tests. Planning and preparation will include verification that the City's Water Utility Division treatment and distribution operators can manage the Quill operations and the City's distribution system storage tanks to permit sustaining a relatively constant source flow rate at NDEP's approved test flow rate(s) for the tracer test duration and manage the volume of treated water that will be produced during the test period. Based on preliminary conversations with NDEP, we assume that two (2) tests will be acceptable.

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July 31, 2026

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Our proposal is based on conducting one tracer test at between 91% and 100% of Quill WTP's design capacity of 4.0 million gallons per day (MGD), and a second tracer test at nominal 2.0 MGD. Anticipated test flow rates and durations include between 18 and 24 hours during the nominal 3.6 MGD to 4.0 MGD tracer test flow rates and between 18 and 36 hours during the nominal 2.0 MGD test flow rate period. The volume of treated water delivered to the City's distribution system via the Quill Ranch Water Storage Tank will be about 3 million gallons during each tracer test period.

Subtask 3.01. Test Preparation

West Yost will assist Lumos and the City with preparations for the tracer test. One (1) West Yost's project engineer will make a one-day site visit to work with Lumos and City staff to set up the tracer test event.

West Yost will assist City staff with preparing the non-reactive tracer chemical solution for the proposed tracer tests. We assume that the City will order the tracer chemical and will provide the materials, tracer chemical metering equipment, and any modifications to Quill's facilities needed to permit safe tracer chemical injection and sampling downstream of the tank during the tracer tests. West Yost will prepare an Excel spreadsheet with sample collection times for each of the tracer test periods.

Subtask 3.02. Test Dry Run

West Yost will provide two (2) staff for a one-day site visit before the tracer test to verify test setup and conduct a "dress rehearsal" run-through of the tracer test protocol with Lumos and City staff. We will make final preparations for each of the tracer tests, including labeling the City-supplied sample bottles.

Subtask 3.03 and 3.04. Perform Tracer Test 1 & 2

West Yost staff will be present at Quill to conduct the tracer tests with the City Water Utility Division staff. We will provide two staff for the proposed tracer tests. We assume that the City will provide additional staff as needed, including both treatment and distribution system operations staff that need to maintain a relatively constant flow rate through the treatment units and the chlorine contactor tank and to manage the City's wells and water levels and volumes in its storage tanks throughout the City's distribution system. We assume that the two proposed tracer test periods will be approximately 18 and 36 hours in duration and that at least 2 hours of pre-test set-up time will be required to stabilize Quill's raw water flow rate. These test durations correspond to six (6) HDTs at 4 MGD and 2 MGD, respectively.

We assume that the City will be responsible for inviting the NDEP Facility Engineer or its designated representative to attend and observe the tracer test program's tracer test period.

Task 3 Deliverables

- West Yost will provide an Excel spreadsheet with sample collection times for the tracer test(s) and collect the samples during the test periods

Task 4. Data Analysis and Tracer Study Report

Subtask 4.01. Data Analysis

We assume that the City will arrange for lab analysis of the tracer chemical's concentration in the raw water (background) and in the samples collected during the tracer test. West Yost will review the tracer chemical concentration data received from Lumos and the City and compute tracer chemical mass recovered during the tracer test period. We will determine the T_{10} contact time and the T_{10} to HDT ratios during each of the tracer test periods required by NDEP during both the rising and descending concentration curve periods.

Subtask 4.02. Draft Tracer Study Report

West Yost will prepare and submit a draft Tracer Study Report (Report). The report will include the following sections:

- Introduction
- Tracer Test Approach
 - A brief summary of procedures described in Tracer Studies in Water Treatment Facilities: A Protocol and Case Studies published by the American Water Works Association Research Foundation
 - Summary of testing conditions including deviations from protocol
- Results
 - Tracer concentration curve and T_{10} contact time and T_{10} to HDT ratios for the two proposed tracer test conditions
 - Tracer chemical recovery and QA/QC
- Summary and Conclusions

Subtask 4.03. Draft Final Tracer Study Report

West Yost will revise the draft Tracer Study Report to address Lumos's and City's comments. We assume that Lumos and the City will provide one set of consolidated and coordinated comments on the draft Report. West Yost will submit a draft final Tracer Study Report to Lumos and the City. We assume that the City will coordinate review of the draft final Tracer Study Report with NDEP. We can be available to participate in a conference call discussion of the draft final Tracer Study Report with Lumos, the City, and NDEP.

Subtask 4.04. Final Tracer Study Report

West Yost will conduct a conference call with Lumos and the City to review the draft Tracer Study Report. We assume that Lumos and the City will provide one set of consolidated and coordinated comments on the draft Tracer Study Report. We will submit a final Tracer Study Report that addresses both Lumos's and the City's comments that can be submitted by the City to NDEP.

Task 4 Deliverables

- West Yost will provide draft, draft final, and final Tracer Study Report – one (1) electronic copy in PDF format for submittal

Task 5. Additional Support (Optional)

This may include assisting Lumos and the City in discussions with NDEP during its review and acceptance of the Tracer Test Protocol, inviting NDEP staff to observe the tracer tests, and arranging for review and acceptance of the Tracer Study Report. This can also include additional site visits for preparation and/or additional days of testing and associated data analysis. West Yost will obtain approval from Lumos prior to using funds from this task. Up to 24 hours are budgeted for this task.

FEE ESTIMATE

West Yost's proposed level of effort and budget for each of the tasks described above is listed in Table 1. West Yost will perform the scope of work described above on a time and expenses basis, at the billing rates set forth in West Yost's attached 2026 Billing Rate Schedule plus 5% escalation for rates in 2027, with a not-to-exceed budget of \$136,585. Any additional services not included in this scope of work will be performed only after receiving written authorization and a corresponding budget augmentation.

Collin Sturge, P.E.

July 31, 2026

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Table 1. Estimated Fee	
Task	Total Fee, dollars
Task 1. Project Management, QA/QC, and H&S	\$22,575
Task 2. Prepare Tracer Test Protocol	\$31,195
Task 3. Perform Tracer Tests	\$45,308
Task 4. Data Analysis and Tracer Study Report	\$30,882
Task 5. Additional Support (Optional)	\$6,625
Total	\$136,585

SCHEDULE

West Yost will coordinate the schedule for the completion of this work with Lumos upon award of Contract. West Yost assumes that work will be completed during the first half of 2027. A preliminary project milestone schedule is provided in Table 2. We assume Lumos and the City will provide the requested information within two weeks of the request for information and comments on the work product within three weeks of receipt of our draft submittal. The schedule also assumes NDEP will review and provide comments on the draft Tracer Test Protocol within three weeks of the City's submission of the draft Tracer Test Protocol to NDEP.

Table 2. Milestones Schedule for Completion of the Tracer Study	
Milestones	
Week 1:	Kick off and data request
Week 2 and 3:	Data review/analysis
Weeks 4 and 5:	Prepare draft tracer test protocol
Week 6:	Internal QA/QC of draft tracer test protocol
Weeks 7 and 8:	Lumos and City review draft tracer test protocol
Week 9:	Incorporate Lumos's and City's comments and issue final draft tracer test protocol
Week 10:	City reviews, approves and submits final draft tracer test protocol to NDEP
Weeks 11 and 12:	Prep for tracer test/NDEP review of final draft tracer test protocol
Weeks 13 and 14:	Incorporate NDEP comments and issue final tracer test protocol
Week 15:	Tracer test
Week 16:	Data analysis
Week 17:	Draft tracer study report
Week 18:	Internal QA/QC of draft tracer study report
Weeks 19 and 20:	Lumos and City review of draft tracer study report
Week 21:	Incorporate Lumos's and City's review comments, issue final tracer study report
Week 22:	Schedule contingency

Collin Sturge, P.E.

July 31, 2026

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Please contact me at 775-354-8831 if you have questions or comments on this proposal. We look forward to being of continued service to both Lumos and the City.

Sincerely,

WEST YOST

A handwritten signature in blue ink that reads "Nate Cullen". The signature is written in a cursive, flowing style.

Nate Cullen

Business Sector Leader, Treatment

Attachment(s): Attachment A. West Yost's 2026 Billing Rates

(Please note our fees include an assumed 5% increase for work in 2027)

Attachment A

West Yost 2026 Billing Rate Schedule

(Please note our fees include an assumed 5% increase for work in 2027)



2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)			
ENGINEERING				
Principal/Vice President				\$392
Engineer/Scientist/Geologist Manager I / II			\$370 /	\$387
Principal Engineer/Scientist/Geologist I / II			\$333 /	\$355
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Engineering Aide				\$117
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GIS Analyst				\$277
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Technical Analyst I / II			\$148 /	\$176
Technical Analyst Intern				\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 /	\$167 /	\$188 /	\$208
CAD Manager				\$233
CAD Designer I / II			\$181 /	\$204
CONSTRUCTION MANAGEMENT				
Senior Construction Manager				\$373
Construction Manager I / II / III / IV	\$222 /	\$237 /	\$251 /	\$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 /	\$222 /	\$247 /	\$256
Apprentice Inspector				\$181
CM Administrative I / II			\$96 /	\$130
Field Services				\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

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Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
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Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 5

If Consideration will be amended, please indicate amount: \$0.

Reason for amendment: To extend the contract from June 30, 2026, through December 31, 2027.

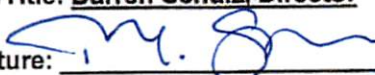
It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 7/1/26

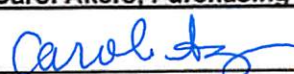
(2) District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature:  Date: 7/1/26

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 7/1/2026

(4) Lumos & Associates, Inc:

Name/Title: Michael Bennett, COO

Signature:  Date: 07/01/2026



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 3, 2024

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

Agenda Title: For Possible Action: Discussion and possible action regarding a fourth amendment to Contract No. 20300294 ("Amendment 4") to extend the term for performance through June 30, 2026, and for Lumos & Associates, Inc. ("Lumos") to perform construction support and engineer of record services for the Quill Water Treatment Plant Rehabilitation Project ("Project") for an additional \$995,000, resulting in a new total not to exceed amount of \$2,597,315 for Contract No. 20300294. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Staff Summary: The Project will rehabilitate and update aging infrastructure at the Quill Water Treatment Plant ("Quill") to maximize water production, modernize the existing filtration system and enhance the treatment process. Lumos was selected through a formal Request for Proposal ("RFP") process to perform engineering and design services during the Project. Lumos completed the previous phases for \$1,602,315 under Contract No. 20300294. Amendment 4 would allow Lumos to perform construction support and engineer of record services during Project construction, as the final phase of Contract No. 20300294. This Project was initially approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

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

Proposed Motion

I move to approve Amendment 4 as presented.

Board's Strategic Goal

Efficient Government

Previous Action

April 3, 2024 – The parties executed Amendment No. 3 to Contract No. 20300294, which solely extended the term for performance through December 31, 2024.

April 21, 2022 (Item 24.A) – The Board of Supervisors ("Board") approved Amendment 2 to extend the term for performance through December 31, 2023, expand the scope of Lumos' services to include final Project design and bid assistance and increase the contract's not to exceed amount by \$1,355,315 for a new total not to exceed amount of \$1,602,315.

February 15, 2022 – The parties executed Amendment No. 1 to Contract No. 20300294 which solely extended the term for performance of the contract's first phase through March 31, 2022.

July 1, 2021 (Item 15.A) – The Board awarded Contract No. 20300294 to Lumos to provide engineering design services for the Project, and awarding Lumos \$247,000 to complete the first of two design phases.

Background/Issues & Analysis

RFP 20300294 was released on March 16, 2021, for engineering and design services for the Project, and proposals were accepted through 2:00 pm on March 29, 2021. Four proposals were received, and the City's Review and Selection Committee selected Lumos to complete design and provide construction support services for the Project.

Lumos has assisted the City by providing engineering and design services for the Project in two phases. During the first phase, Lumos advanced design to 15%, and during the second phase, Lumos advanced design to final design and provided construction bidding assistance.

Amendment 4 requires Lumos to perform construction support and engineer of record services during construction of the Project, which will include creation of the conformed construction document set; review of submittals; engineer of record services; and startup, testing and commissioning services.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332, 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P350521004, Water Utility Fund-Capital Projects
Account 5203505-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The Project construction contract went to the Board on September 19, 2024 for approval. As the bids came in higher than expected, staff recommended a funding plan. This contract amendment is part of that plan, and, as stated, will be budgeted when we do our first round of budget roll-forwards in January/February 2025. The City earned excess interest as well as connection fees that will be rolled into the Project Number P350521004, Water Utility Fund-Capital Projects Account 5203505-507010. Total unbudgeted investment earnings in FY 2024 were \$1,150,000 and unbudgeted connection fees for FY 2024 were \$840,000, a total of \$1,990,000 available for roll-forward. This is one of three contracts proposed to receive such budget roll-forwards. There is a testing and inspection contract, as well as a system integration contract still to be brought forward.

Alternatives

Do not approve Amendment 4 and provide alternative direction to staff.

Attachment(s):

20300294 Amendment 4.pdf

20300294 Executed Amendment 3.pdf

20300294 Executed Amendment 2.pdf

20300294 Executed Amendment 1.pdf

20300294 Executed Contract.pdf

Motion: approved

1) Cargill
2) White

Aye/Nay

Walter Scott
(Vote Recorded By)

5/0

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 4

If Consideration will be amended, please indicate amount: Increase \$995,000.

Reason for amendment:

- 1) To extend the Contract's expiration date from December 31, 2024, to June 30, 2026; and
- 2) To expand the scope of CONSULTANT'S SERVICES to include the construction support services described in Exhibit A to this Amendment, and to increase the Contract Sum by an additional \$995,000 for those expanded SERVICES described in Exhibit A to this Amendment, resulting in a new total Contract Sum \$2,597,315.

It is also agreed, that all unaffected conditions, requirements and restrictions of Contract No. 20300294, inclusive of Amendment Nos. 1-3 thereto, remain in full force and effect for the duration of the Contract term.

This Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

Lumos & Associates, Inc.:

Name/Title: Tim Russell, P.E., Director of Engineering

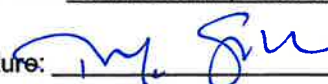
Signature:  Date: 10/11/2024

CITY

Approved by:

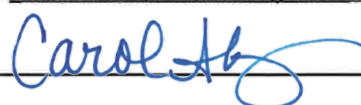
City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 10/14/24

Carson City Purchasing and Contracts:

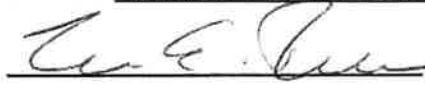
Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 10/15/2024

Approved as to form by:

District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature:  Date: 10/31/2024

P350521004
5203505-507010

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services
Amendment No.: 4

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 3, 2024, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 4 to CONTRACT No. 20300294. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA



LORI BAGWELL, MAYOR

DATED this 3rd day of October 2024.

ATTEST:



WILLIAM SCOTT HOEN
Clerk-Recorder

DATED this 3rd day of October 2024.

**P350521004
5203505-507010**



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

August 19, 2024

10167.005

Darren Anderson, P.E.
City Engineer
Carson City Public Works
Via email: danderson@carson.org

RE: Quill Water Treatment Plant – Proposal for Engineering Services During Construction, Engineer of Record

Dear Mr. Anderson:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for Engineer of Record and related professional engineering services during construction for the Carson City Quill Water Treatment Plant (WTP) Rehabilitation Project.

Project Understanding

Carson City relies on surface water, groundwater, and regional interconnection sources to meet potable water demands in the water system. The west side surface water system uses the Quill water treatment plant (WTP) to treat water from Kings Creek, Ash Creek, and the Marlette Lake Water System (MLWS). The Quill WTP was constructed in 1991 and has not undergone any major upgrades in the last 30-years. Due to changing raw water quality, changing regulatory requirements, and treatment plant limitations (capacity, etc.), the Quill WTP does not allow Carson City to maximize the use of available west side surface water sources.

In 2022 Carson City contracted with Lumos to complete the final design and bidding services for the Quill WTP upgrades. Lumos, in conjunction with Jacobs Engineering, have completed the final design scope of work and the construction contract is anticipated to be awarded at the City's regularly scheduled Board of Supervisor's meeting on September 5, 2024. Construction is anticipated to start immediately after notice of award in September with an estimated duration of 18 months and anticipated construction cost of \$21,730,000.

Scope of Services

Task 1: Conformed for Construction Documents Submittal Review

Specific duties under this task include preparation of Conformed for Construction Documents including final plans and specifications bearing all documented changes from addenda issued during the bidding process.

Task 2: Submittal Review

The Lumos team will provide submittal review under this task. This task includes time for conference calls to discuss critical submittals prior to rejection. For this task, we have assumed the following quantities of EOR items:

- 350 Submittals, 180 Resubmittals, 60 Multi-Resubmittals

Task 3: Engineer of Record

The Lumos team will provide Engineer of Record (EOR) services for the Quill construction project. Specific duties under this task include providing responses to Contractor Requests for Information (RFI), clarifications, interpretations, as well as review of change orders and/or construction change directives. The Lumos team will also prepare record drawings for the Quill WTP at the conclusion of construction, along with compilation of vendor/contractor supplied Operations and Maintenance manuals, and development of process standard operating procedures (SOP). Finally, this task also includes attendance at the pre-construction meeting by both Lumos and Jacobs, as well as attendance of weekly construction meetings by the Lumos project manager for the estimated construction duration. If the City requests additional support staff attendance at weekly construction meetings or other meetings, this time will be billed on a T&M basis under Task 3 in accordance with the most current fee schedule at the time of services rendered.

For this task, we have assumed the following quantities of EOR items:

- 180 Requests for Information
- 60 Construction Change Directives
- 50 Potential Change Orders (Reviewed), 15 Change Orders (Approved)
- 65 Regular Progress Meetings Attended by the Lumos Project Manager
- Production of up to 9 SOPs based upon the anticipated number of major flow path processes for plant operations. Each SOP is assumed to be two (2) pages in length, maximum.

Task 4: Startup, Testing, and Commissioning

The Lumos team will attend startup, testing, and commissioning events for the major equipment and process lines at the WTP. To facilitate an efficient process and document our assumptions, we have identified the anticipated startup events and key discipline staff to attend, in addition to the Lumos project manager who will attend each event:

- Package filters – Jacobs Process Mechanical and Control Engineers
 - Two (2) Site visits for Process Mechanical and three (3) site visits for Control Engineer
- UV Reactors – Jacobs Process Mechanical and Control Engineers
 - Two (2) site visits Process Mechanical
 - Two (2) site visits for I&C
- Filter Effluent Pumps – Lumos Process Mechanical, Jacobs Control Engineers
- Backwash Supply Pumps – Lumos Process Mechanical, Jacobs Control Engineers
- Backwash Recovery Pumps – Lumos Process Mechanical, and Jacobs Control Engineers
- Chemical Process (Coagulation, Polymer, and Disinfection) – Jacobs Process Mechanical, and Control Engineers

- Motor Control Center and System Integration – Jacobs Control Engineers

This task does not include attendance at commissioning of ancillary systems including fire safety, site security, site and building lighting, regular (120/240VAC) voltage distribution, Generator testing, or incidental actuated valving and appurtenances outside of the processes identified above.

Task 5: Client Directed Services

The Lumos team will be available on a T&M basis to support the City during construction for requested services outside of those anticipated and described in Tasks 1 through 4.

Assumptions/Exclusions

- This scope of work does not include additional design services, materials testing and inspection, or construction surveying.
- This scope of work does not include labor compliance, document control, or funding compliance including AIS or other EPA CDS requirements.
- This scope of work does not include full-time site observation or inspection.
- A resident engineer (RE) has not been requested of Lumos by the City, and RE services are not included beyond what is detailed in the tasks above.
- This scope of work does not include review of Contractor's applications for payment.
- This scope does not include programming and configuration of field instrumentation and control systems.
- A full review of control system programming is not included.

Fees

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	Conformed Documents and Submittal Reviews	Lump Sum \$97,000
Task 2	Submittal Review	T&M (Estimated) \$317,000
Task 3	Engineer of Record	T&M (Estimated) \$368,000
Task 4	Startup, Testing, and Commissioning	T&M (Estimated) \$163,000
Task 5	Client Directed Services	T&M (Estimated) \$50,000
	Total	\$995,000

Tasks 1 will be lump sum, and Tasks 2 through Task 5 will be Time and Materials (T&M). Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action

August 19, 2024
Page 4 of 4

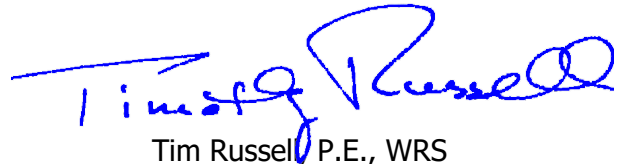
as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager, Engineering Division



Tim Russell P.E., WRS
Director, Engineering Division

Cc: James Morris
Andy Hummel, P.E.

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 3

If Consideration will be amended, please indicate amount: \$0.

Reason for amendment: To extend the contract retroactively from December 31, 2023 through December 31, 2024.

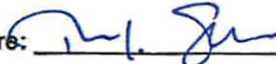
It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

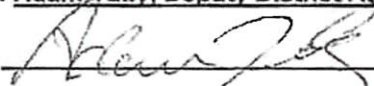
(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 4/1/24

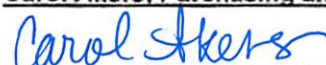
(2) District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature:  Date: 4/1/24

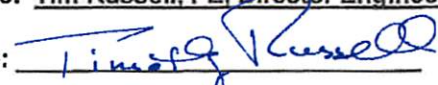
(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 4/3/2024

(4) Lumos & Associates, Inc:

Name/Title: Tim Russell, PE, Director Engineering Division

Signature:  Date: 4/3/24



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 21, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding an amendment to Contract No. 20300294 ("Amendment") for Lumos & Associates, Inc. ("Lumos") to perform the second phase of engineering and design services for the Quill Water Treatment Plant Rehabilitation Project ("Project") for an additional \$1,355,315, resulting in a total not to exceed amount of \$1,602,315 for Contract No. 20300294. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: The Project will rehabilitate and update aging infrastructure at the Quill Water Treatment Plant ("Quill") to maximize water production, modernize the existing filtration system and enhance the treatment process. Lumos was selected through a formal Request for Proposal ("RFP") process to perform those services in two phases. Lumos completed the first design phase for \$247,000 under Contract No. 20300294. The Amendment would be for Lumos to complete the second phase of the engineering and design services for \$1,355,315, resulting in a total combined not to exceed amount of \$1,602,315 for Contract No. 20300294.

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

Proposed Motion

I move to approve the contract amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

July 1, 2021 – The Board of Supervisors awarded Contract No. 20300294 to Lumos to provide engineering design services for the Project, and awarding Lumos \$247,000 to complete the first of two design phases.

February 15, 2022 – The parties executed Amendment No. 1 to Contract No. 20300294 which solely provided additional time to complete the first phase of design work.

Background/Issues & Analysis

RFP 20300294 was released on March 16, 2021 for engineering and design services for the Project, and proposals were accepted through 2:00 pm on March 29, 2021. Four proposals were received, and the City's Review and Selection Committee selected Lumos to complete design and provide construction support services for the Project. Lumos is teaming up with Jacobs Engineering, a global leader in water treatment design, for technical support on the Project. Lumos was selected based on its qualifications, project experience, technical capacity and project approach. The Lumos/Jacobs engineering team achieved the highest combined average ranking among all committee members during the evaluation.

The engineering and design service solicited by the RFP divided the requested services into two phases to improve the quality and reliability of service received by the City. With larger and more complex projects, like this one, there are many unknown challenges to overcome during the design process, which make it very difficult for an engineering team to provide precise scope and budget estimates until additional investigations and data are collected. Separating the design contracts into two phases, an early design phase and a final design phase, allows for better development of the first phase project elements, resulting in a better tailored scope of work for the second phase. This reduces risk for both the City and the consultant.

The first phase of engineering and design for Contract No. 20300294 required Lumos to (1) provide 15% design, (2) provide a basis of design report, (3) attend various collaborative meetings, (4) perform geotechnical exploration and produce a related report and (5) complete a topographical survey. Lumos has completed these services for the agreed upon amount of \$247,000, and the parties are prepared to move on to the second phase of engineering and design services for the Project.

The Amendment requires Lumos to perform the second phase of the Project's design services for \$1,355,315. This Amendment incorporates the full scope of work and budget to complete the remainder of the Project's design, to a construction level of detail. Throughout the second phase, Lumos will provide services that include 30% design, equipment procurement assistance, 60% design, 90% design, construction documents, permitting and bid assistance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b) and 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P350521004, Water Utility Fund-Capital Projects Account 5203505-507010, also including successfully secured federal funding.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project Number: P350521004, Water Utility Fund-Capital Projects Account 5203505-507010, will be reduced by \$1,335,315. Current available budget is \$781,459; however, the bond for this project closed on 3/9/2022, and \$7,732,747 will be included in the City's final round of budget augmentations as added funding for this project.

Alternatives

Do not approve the contract amendment and provide alternative direction to staff.

Attachments:

20300294 Amendment 2.pdf

20300294 Executed Amendment 1.pdf

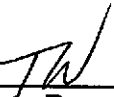
20300294 Executed Contract.pdf

Board Action Taken:

Motion: Approve

1) LS
2) mw

Aye/Nay
5-0-0



(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase \$1,355,315.

Reason for amendment: To extend the contract to begin April 21, 2022 through December 31, 2023 and to increase the contract an additional \$1,355,315 for the final design phase services described in Exhibit A to this Amendment, for a new total contract amount of \$1,602,315.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 20300294, and Amendment No. 1 thereto, remain in full force and effect for the duration of the Contract term.

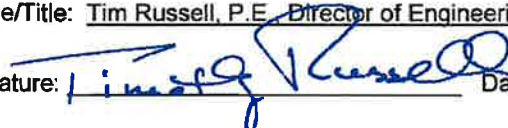
Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

Lumos & Associates, Inc.:

Name/Title: Tim Russell, P.E. Director of Engineering

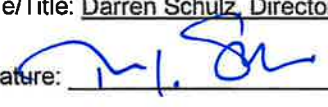
Signature:  Date: 5/3/2022

CITY

Approved by:

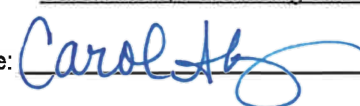
City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 5/5/22

Carson City Purchasing and Contracts:

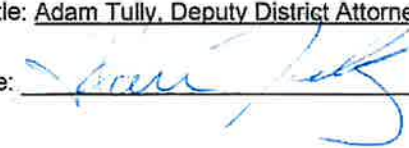
Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 5/3/2022

Approved as to form by:

District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature:  Date: 4/22/22

P350521004
5203505-507010

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services
Amendment No.: 2

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 21, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to CONTRACT No. 20300294. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set her hand to this document and record her signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 21st day of April, 2022.

ATTEST:


AUBREY ROWLATT
Clerk-Recorder

DATED this 21st day of April, 2022.

P350521004
5203505-507010



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

April 8, 2022

LA22-064

Randall Rice, MSc, P.E.
City Engineer
Carson City Public Works
Via email: RRice@carson.org

**RE: Proposal for Engineering Services for Quill Water Treatment Plant Rehabilitation
– Final Design**

Dear Mr. Rice:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for the final design for the Carson City Quill Treatment Plant.

Project Understanding

Carson City relies on surface water, groundwater, and regional interconnection sources to meet potable water demands in the water system. The west side surface water system uses the Quill water treatment plant (WTP) to treat water from Kings Creek, Ash Creek, and the Marlette Lake Water System (MLWS). The Quill WTP was constructed in 1991 and has not undergone any major upgrades in the last 30-years. Due to changing raw water quality, changing regulatory requirements, and treatment plant limitations (capacity, etc.), the Quill WTP does not allow Carson City to maximize the use of available west side surface water sources.

In 2019, Carson City completed a Preliminary Engineering Report (PER) that identified deficiencies at the Quill WTP, evaluated conceptual improvement alternatives, and recommended constructing a new treatment process (preferred alternative) that would provide the City flexibility to treat more water of lower quality than the existing WTP can treat. Carson City is currently beginning the design process to implement the preferred alternative. In 2021 Carson City contracted with Lumos to complete a basis of design report (BODR) and preliminary 15% design drawings for the Quill WTP upgrades. Lumos, in partnership with Jacobs Engineering have largely completed the preliminary design scope of work including the BODR and the City now wishes to proceed to final design of the preferred project.

Scope of Services

Task 1A: 30% - Design & Equipment Procurement

In this subtask, decisions from the BODR and 15% Design will be further developed and incorporated into the 30% design. The 30% design will be based off of the BODR preferred project treatment

train (package filtration) and the attached concept layout for the proposed facilities. 30% design components may include mechanical equipment layouts, process flow diagrams, hydraulic profiles, civil site plans, civil utility plans, mechanical plans, structural plans, and electrical plans. The drawings will be prepared in PDF format at a standard engineering scale. Drawings will be submitted prior to the 30% Design Review Workshop. The following sheets are anticipated at this stage:

- a. Title sheet with locations, and vicinity maps;
- b. Preliminary process flow diagram;
- c. Preliminary demolition plan;
- d. Preliminary site plan indicating the proposed location of improvements within the project area including tanks, building improvements, and major piping (no grading, profiles, or section views);
- e. Preliminary structural/mechanical plan and section views of equipment treatment train within the buildings;
- f. Preliminary electrical single line diagrams; and
- g. Preliminary piping and instrumentation diagrams (P&ID)

Kickoff Meeting – The Lumos Team will conduct a project kickoff meeting with the design team, City staff, construction manager, and other City-invited participants. The kickoff meeting will provide project team introductions, establish project goals and objectives, and confirm communication processes.

Deliverables:

- 30% Improvement Plans
- Engineer's Opinion of Probable Construction Cost (EOPCC)

Task 1B: Equipment Procurement

The Lumos team will also prepare separate equipment procurement packages for the project specialty treatment equipment, specifically including the package filtration system and the ultraviolet (UV) disinfection system. The procurement packages will include procurement documents based upon the EJCDC 2019 procurement documents (P Series). The procurement package will also include equipment specifications for the package filtration system and the UV equipment and the necessary 15% design drawings. The procurement package can be used by the City for a competitive Request for Proposal (RFP) for equipment vendors. Under this task Lumos will assist the City in reviewing equipment vendor RFP responses and make a recommendation of award for the City. Once the procurement award has been made, it is assumed that the equipment procurement contract will ultimately be assigned to the project general contractor following bidding in Task 6. It is assumed that the manufacturer's shop drawings to be provided by the selected equipment vendors will be utilized as the basis of design through subsequent design tasks.

The Lumos team will provide the following services during the package filtration and UV procurement process.

- Coordinate with package filtration and UV vendors to define preliminary equipment layouts, ancillary system requirements, and approximate lead times that can be used to help develop procurement packages that vendors can satisfy.
- Prepare technical specifications based on the Basis of Design Report, funding constraints (such as American Iron & Steel), materials of construction, ancillary system requirements, power, and control requirements. It should be noted that technical specification for the package filtration and UV systems will be prepared to 90% level for this task.
- Prepare procurement documents for use by City/Construction Manager in obtaining equipment proposals.
- Develop equipment proposal evaluation criteria
- Review and evaluate proposals received and make a recommendation of award.
- Coordinate delivery and review of submittals, drawings, cut sheets, design reports, etc. with the vendor that can be integrated into the project design.

Deliverables:

- 30% Improvement Plans
- Engineer's Opinion of Probable Construction Cost (EOPCC)
- Equipment Procurement Packages for Filtration and UV Disinfection Equipment

Task 2: 60% Design

Under this task, the Lumos team will prepare Design Development plans for the proposed improvements to the Quill WTP. The design drawings will reference the selected equipment vendor's supplied manufacturer's shop drawings for the package filtration and UV disinfection equipment. The following items will be included in the design development task:

60% Design Review, Instrumentation & Controls Workshop, & Constructability Workshop – The Lumos team will receive and review the 60% design comments, constructability comments, and I&C input. Prior to the 60% design review, instrumentation controls (I&C), and constructability workshop, the Lumos team will evaluate design review comments, I&C input from the City, and constructability suggestions to evaluate the feasibility and impacts of the comments and suggestions. During the design review, I&C, and constructability workshop the Lumos team will review each comment and suggestion with the review team to collaboratively evaluate each comment/suggestion. Major action items and decisions will be documented in the meeting minutes that will be distributed to the City and Lumos team.

Deliverables:

- 60% Improvement Plans
- Outline Specifications
- Updated EOPCC

Task 3: 90% Design

Under this task, Lumos and Jacobs will prepare 90% design plans for the proposed improvements to the Quill WTP. These plans will be used for permitting the improvements through the Nevada Division of Environmental Protection – Bureau of Safe Drinking Water (NDEP-BSDW). The following items will be included in this task:

90% Design Review– The Lumos team will receive the 90% comments. Prior to the 90% design review, the Lumos team will evaluate design review comments and suggestions to evaluate the feasibility and impacts of the comments and suggestions. During the design review workshop, the Lumos team will review each comment and suggestion with the review team to collaboratively evaluate each comment/suggestion. Major action items and decisions will be documented in the meeting minutes that will be distributed to the City and Lumos team.

Deliverables:

- 90% Improvement Plans
- 90% Specifications
- Draft Contract Documents
- Updated EOPCC

Task 4: Bid Set (Construction Documents)

Under this task, Lumos and Jacobs will prepare Construction Document plans for the proposed improvements to the Quill WTP. The following items will be included in the construction document task:

Deliverables:

- Bid Set Improvement Plans
- Project Manual including Bid Set Specifications and Construction Contract Documents

Task 5: Permitting

Under this task, Lumos and Jacobs will prepare and submit all the necessary applications and plan sets for the permitting and/or approval of the design project with Carson City (building, site improvement, fire) and NDEP-BSDW (Approval of a Water Project from Bureau of Safe Drinking Water). This task includes coordination with the agencies as it relates to the project and responses to agency comments during the permitting process. Any permit fees will be paid directly by the City.

Task 6: Bidding Assistance

Under this task, Lumos and Jacobs will be available to answer questions, attend and participate in a pre-bid meeting, respond to RFI's, prepare addendums, review bids and provide a recommendation of award as necessary.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Lumos has teamed with Jacobs Engineering to complete the proposed scope of work.
- At this time it is assumed that the project will utilize Federal funds to finance the project in whole or in part.
- It is assumed that the project will be completed via a Design-Bid-Build project delivery approach. Alternative project delivery mechanisms (e.g. CMAR) are not anticipated for this project and the additional design team coordination efforts required for an alternative project delivery are not included in this proposal.
- It is assumed that the City will procure the services of an independent cost estimator (ICE) for establishing construction cost estimates. Lumos will provide EOPCCs at the design milestones identified above and coordinate with the City's ICE during the design process.
- To facilitate an efficient and effective review process, review comments on design deliverables will be handled through Bluebeam Studio to function as collaborative and dynamic repository of review comments and document comment resolution on successive design deliverables. The Bluebeam Studio will be supplemented by a comment/response summary spreadsheet listing the comments by page.
- Facilities included in the design are as follows as included in the 15% Basis of Design Report:
 - Building Expansion per layout
 - Equalization tank site preparation and associated piping to the facility (tank design itself is not included)
 - Flash mixing system
 - Raw water quality monitoring and controls
 - Clarifier and filter system with associated chemical feed systems and mechanical piping
 - UV disinfection system
 - Chlorination system upgrades
 - Effluent pumping system
 - Backwash process system and facilities
 - Drying beds (concrete lined w/o underdrains or other piping), piping to drying bed and pumps as necessary
 - Sewer connection
 - All associated site grading, mechanical piping, architectural, electrical, controls, P&IDs, structural, HVAC, and associated work to support the components listed above.
- Not all facilities included in the design will be part of the construction/bidding process based upon budget considerations at the bidding/construction point of the project.
- Proposal includes 2 workshops and the kickoff meeting. Workshops are anticipated to be 6 hours each and the kickoff 2-4 hours.
- Proposal assumes a check-in progress update type meeting every two weeks (may shift due to schedules/holidays) between only Lumos and Carson City staff. The goal is to limit involvement to decision makers and have a clear agenda for each meeting. These regular update meetings will may be held in person, by conference call, or by video conference.
- Lumos will utilize City's front end contract documents for bidding as the initial template. It is anticipated that some revisions will be necessary to meet the intent and tie into the project.
- Lumos and Jacobs will utilize our CAD templates/standards but will endeavor to follow the City's CAD standards where feasible without adding cost to the project at our discretion (we will not modify linetypes/font/etc).

Fees

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description		Fee
Task 1A	30% Design	Lump Sum	\$224,880
Task 1B	Equipment Procurement	Lump Sum	\$78,300
Task 2	60% Design	Lump Sum	\$336,190
Task 3	90% Design	Lump Sum	\$411,980
Task 4	Bid Set (Construction Documents)	Lump Sum	\$247,360
Task 5	Permitting	Lump Sum	\$29,310
Task 6	Bidding Assistance	Lump Sum	\$27,295
Total:			\$1,355,315

Tasks 1A through 6 will be lump sum. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Tim Russell, P.E., WRS
Director, Engineering Division

Cc: Eddy Quaglieri, PE



Carson City Quill WTP Final Design

Task #	Title Name Hourly Rate	Principal		Group Manager		Sr. Engineer		Project Engineer		Staff Engineer		Structural Engineering		Technician		Admin		Subs Jacobs	Markup 5%	On-Call Services/Expenses	Total Project	Total Hours
		Tim R		Jonathan L		Mara/KT		Collin/Lauren		Lumos		Lumos		Various		Various						
Task #	Task Name	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours						
			Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost					
1A	30% Preliminary Design	31	\$ 7,750	56	\$ 13,160	160	\$ 28,000	160	\$ 24,800	0	\$ -	100	\$ 16,500	96	\$ 13,920	0	\$ -	\$ 115,000	\$ 5,750	\$ -	\$ 224,880	603
	Improvement Plans	30		52		144		144		0				80							\$ -	306
	EOCC	1		4		16		16						16							\$ -	37
1B	Equipment Procurement	8	\$ 2,000	24	\$ 5,640	48	\$ 8,400	48	\$ 7,440	0	\$ -	0	\$ -	16	\$ 2,320	0	\$ -	\$ 50,000	\$ 2,500	\$ -	\$ 78,300	144
	Procurement Package Filtration Equipment	4		12		24		24						8							\$ -	48
	Procurement Package UV	4		12		24		24						8							\$ -	48
																					\$ -	-
2	60% Preliminary Design	45	\$ 11,250	114	\$ 26,790	238	\$ 41,650	238	\$ 36,890	0	\$ -	140	\$ 23,100	88	\$ 12,760	0	\$ -	\$ 175,000	\$ 8,750	\$ -	\$ 336,190	863
	Improvement Plans	36		98		210		210						60							\$ -	404
	Outline Specifications	8		12		12		12						16							\$ -	48
	Updated EOCC	1		4		16		16						12							\$ -	33
3	90% Preliminary Design	53	\$ 13,250	182	\$ 42,770	342	\$ 59,850	362	\$ 56,110	0	\$ -	140	\$ 23,100	120	\$ 17,400	0	\$ -	\$ 190,000	\$ 9,500	\$ -	\$ 411,980	1,199
	Improvement Plans	36		98		210		230						60							\$ -	404
	Specifications	8		60		60		60						24							\$ -	152
	Draft Contract Documents	8		20		60		60						24							\$ -	112
	Updated EOCC	1		4		12		12						12							\$ -	29
4	Bid Set	52	\$ 13,000	138	\$ 32,430	195	\$ 34,125	195	\$ 30,225	0	\$ -	60	\$ 9,900	84	\$ 12,180	0	\$ -	\$ 110,000	\$ 5,500	\$ -	\$ 247,360	724
	Bid Set Improvement Plans	36		98		135		135						60							\$ -	329
	Bid Set Specifications	8		20		40		40						16							\$ -	84
	Contract Documents	8		20		20		20						8							\$ -	56
						\$ -															\$ -	-
5	Permitting	4	\$ 1,000	8	\$ 1,880	16	\$ 2,800	16	\$ 2,480	0	\$ -	16	\$ 2,640	48	\$ 6,960	0	\$ -	\$ 11,000	\$ 550	\$ -	\$ 29,310	108
	NDEP-BSDW	2		4		8		8						8							\$ -	22
	Carson City	2		4		8		8						8							\$ -	22
																					\$ -	-
6	Bidding Assistance	8	\$ 2,000	21	\$ 4,935	34	\$ 5,950	0	\$ -	0	\$ -	16	\$ 2,640	16	\$ 2,320	0	\$ -	\$ 9,000	\$ 450	\$ -	\$ 27,295	95
	Prebid	3		3		6		0						0							\$ -	12
	RFI Response	3		16		16		0						16							\$ -	51
	Recommendations/Review of Bid	2		2		12		0						0							\$ -	16
7	Riemburseables/Expenses		\$ -	0	\$ -	\$ -		\$ -		0	\$ -	0	\$ -	0	\$ -	0	\$ -			\$ -	\$ -	-
	Total	201	\$ 50,250	543	\$ 127,605	1033	\$ 180,775	1019	\$ 157,945	0	\$ -	472	\$ 77,880	468	\$ 67,860	0	\$ -	\$ 660,000	\$ 33,000	\$ -	\$ 1,355,315	3,736

	Principal, Jerry Dehn	Asst. Project Manager, Jake Kabler	Senior Technical Consultant, Enoch Nicholson	Design Manager, Sean Troyan	Lead Process Engineer, Amy Gao	GDC Process Design Engineer, Pratusha Reddy	Lead Electrical Engineer, Julianne Abshier	Lead HVAC/Plumbing Engineer, James Wang	Lead I&C Engineer, Derek Johnson	Architecture, Erin Gray	SME - Electrical and I&C, Craign Cusworth	SME - Process Mechanical, Joseph Zalla	SME - Bldg Mechanical, Patrick Rausch	SME - Architecture, Geoff Kirsten	Project Automation Lead, Jess Minor	Discipline CAD - Redding/Corvallis	Discipline CAD GDC Support	Specification Processing, Cheryl Perrine	Administrative Support, Candace Vermulen	Total Labor		Escalation (3%) for 2023 Tasks	Tool Charges	Travel / Misc Expense	Subconsultant	Markup (10% of Travel & Subconsultants)	TOTAL
2022 Billing Rate (\$/hr)	\$265	\$175	\$225	\$225	\$200	\$125	\$149	\$175	\$225	\$175	\$245	\$265	\$265	\$265	\$160	\$144	\$90	\$144	\$99	Hours	\$						
A. CARSON CITY QUILL FINAL DESIGN																											
Design Coordination		140		150														18		308	\$60,032		\$1,848	\$400		\$40	\$62,320
Equipment Pre-purchase (All Disciplines)			60		120		8		20			8					20	8		244	\$48,984		\$1,464	\$1,000		\$100	\$51,548
CAD Lead and Coordination														80		8				88	\$13,520		\$528				\$14,048
Process Mechanical Design			20		900	300								80	200	250				1,750	\$286,100		\$10,500	\$2,500		\$250	\$299,350
Electrical							180								120	95				395	\$52,650		\$2,370	\$500		\$50	\$55,570
HVAC/Plumbing								160								85	110			355	\$50,140		\$2,130	\$500		\$50	\$52,820
I&C									160							80	80			320	\$54,720		\$1,920	\$1,000		\$100	\$57,740
Architecture										8						12				20	\$3,128		\$120				\$3,248
Quality Control and technical oversight - all disciplines											60	70	50	4				4		188	\$47,956		\$1,128				\$49,084
Specification Processing																		80		80	\$11,520		\$480				\$12,000
Bid Support Services		4	8	8	8	8	4	4	4											48	\$9,096		\$288	\$100		\$10	\$9,494
TOTAL		144	88	158	1,028	308	192	164	184	8	60	78	50	4	160	497	543	100	30	3,796	\$637,846		\$22,776	\$6,000		\$600	\$667,222

AMENDMENT FOR CONTRACT

Contract No.: 20300294

Title: Quill Water Treatment Plant Rehabilitation Project – Engineering Design and Construction Support Services

Amendment No.: 1

If Consideration will be amended, please indicate amount: \$0.

Reason for amendment: To extend the contract retroactively from January 31, 2022 through March 31, 2022.

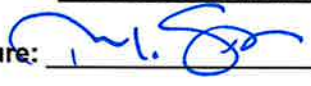
It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 2/15/22

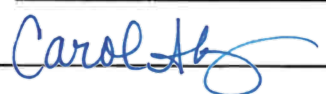
(2) District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature:  Date: 2/11/22

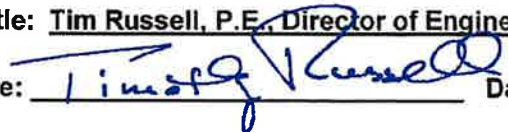
(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 2/15/2022

(4) Lumos & Associates, Inc.:

Name/Title: Tim Russell, P.E., Director of Engineering

Signature:  Date: 2-11-22



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 1, 2021

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 20300294 with Lumos and Associates ("Lumos") providing design services for the Quill Water Treatment Plant Rehabilitation Project for a not to exceed amount of \$247,000 (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: This design services contract is necessary to initiate rehabilitation of the Quill Water Treatment Plant ("QWTP"). The overall goal of the rehabilitation project aims to maximize water production, modernize the existing filtration system, and enhance the treatment process while meeting current regulatory requirements. City staff completed a formal Request for Proposal process (RFP 20300294) before selecting Lumos.

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

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

A formal Request for Proposals for design services on the QWTP Rehabilitation Project was released on March 16, 2021 and proposals were accepted through 2:00 pm on March 29, 2021. Four proposals were received, and the Review and Selection Committee selected Lumos for this contract. For this project, Lumos is teaming up with Jacobs Engineering, a global leader in water treatment design, for technical support. Lumos was selected above the other firms based on their qualifications, project experience, technical capacity, and project approach. The Lumos/Jacobs engineering team achieved the highest combined average ranking among all committee members during the evaluation.

It is anticipated that the design will be completed under two separate design contracts, with additional supporting contracts to deliver a successful project.

The first contract, presented here, will advance the design to approximately 15%, and the second will complete the design so that the proposed design can be permitted and constructed. The 15% design will focus on completing the necessary evaluations, analyses, engineering investigations, and review to ensure that foundational design decisions have been made through a collaborative effort. This will improve the final design process and make it more cost effective and efficient while minimizing any rework. The following tasks have been developed to help establish the foundational design decisions and approach. The work associated with

this 15% design contract includes the (1) Basis of Design Report, (2) Collaborative Meetings, (3) Geotechnical Exploration & Report, and (4) Topographical Survey.

The second phase of this scope of work will be brought to the Board at future meeting and will incorporate the full scope and budget to complete the remainder of the design to a construction level of detail. The second scope will use the design elements developed at 15% and prepare the project for bidding and execution. The benefit of breaking the design contracts up, is to allow further development of the initial project elements and tailor the second scope of work to those findings.

Additional contracts related to this project may include an Independent Cost Estimator and Construction Manager at Risk, to be brought in front of the Board at a future meeting as well. These contracts will be dependent on the best recommended approach to project delivery.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b) and 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P350521004

Water Utility Fund-Capital Projects Account 5203505-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: P350521004, Water Utility Fund-Capital Projects Account 5203505-507010, will be reduced by \$247,000; budget available is \$1,000,000 as of July 1, 2021.

Alternatives

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

Attachments:

20300294 Draft Contract.pdf

Board Action Taken:

Motion: approve

1) MW
2) SG

Aye/Nay

5/8/20

AR

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300294

Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design and Construction Support Services

THIS CONTRACT is made and entered into this 1st day of July 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Lumos & Associates, Inc., 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/or 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 X) (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 X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 20300294** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors, 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	12/31/21
GL expires	12/30/21
AL expires	12/30/21
PL expires	3/31/22
WC expires	12/30/21

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300294

Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design and Construction Support Services

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300294

Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design and Construction Support Services

statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300294

Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design and Construction Support Services

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

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

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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.

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 July 1, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be July 1, 2021) and ends on January 31, 2022, 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.carson.org), all notices or other communications required or

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permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Tim Russell, P.E., WRS, Director of Engineering
Lumos & Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, NV 89703
775-883-7077
TRussell@LumosInc.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@carson.org

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 Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Two Hundred Forty Seven Thousand Dollars and 00/100 (\$247,000.00), 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 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

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

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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 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,

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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

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:

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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 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

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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 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):**

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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 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 **CONSULTANT**, 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

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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.

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.

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- 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.
- 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

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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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 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. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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).

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 City Board of Supervisors 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**.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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 City Board of Supervisors. 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. 20300294

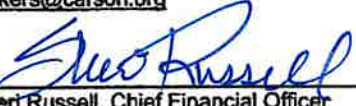
**Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design
and Construction Support Services**

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:

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

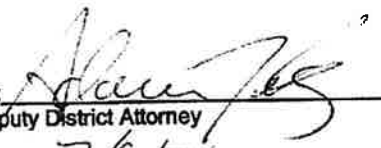
By: 

Sheri Russell, Chief Financial Officer

Dated 7/8/2021

CITY'S LEGAL COUNSEL

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

By: 

Deputy District Attorney

Dated 7/6/21

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

By: 

Dated 7/9/2021

Account: 5203505-507010
Project # P350521004

PROJECT CONTACT PERSON:

Randall Rice, Project Manager
Telephone: 775-283-7378

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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and Construction Support Services**

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: Tim Russell, P.E., WRS

TITLE: Director of Engineering

FIRM: Lumos & Associates, Inc.

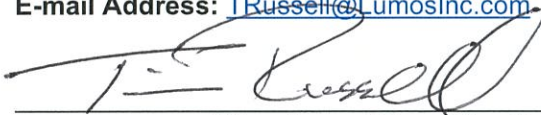
CARSON CITY BUSINESS LICENSE #: BL-003101-2020

Address: 308 N. Curry Street, Suite 200

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

Telephone: 775-883-7077

E-mail Address: TRussell@LumosInc.com



(Signature of Consultant)

DATED 7/1/21

STATE OF Nevada)

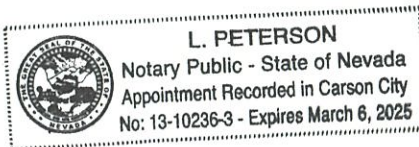
County of Carson City) ss

Signed and sworn (or affirmed before me on this 1st day of July, 2021.



(Signature of Notary)

(Notary Stamp)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT

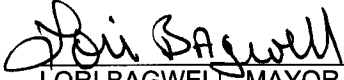
Contract No. 20300294

**Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design
and Construction Support Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 1, 2021 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300294**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 1st day of July 2021.

ATTEST:


AUBREY ROWLETT, CLERK-RECORDER

DATED this 1st day of July 2021.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 20300294

**Title: Quill Water Treatment Plant Rehabilitation Project- Engineering Design
and Construction Support Services**

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Lucy Bourland, email: LBourland@carson.org

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



June 16th, 2021

LA20.487

Randall Rice, MSc, P.E.
City Engineer
Carson City Public Works
Via email: RRice@carson.org

RE: Proposal for Engineering Services for Quill Treatment 15% Design

Dear Mr. Rice:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for the initial stages of design for the Carson City Quill Treatment Plant.

Project Understanding

Carson City relies on surface water, groundwater, and regional interconnection sources to meet potable water demands in the water system. The west side surface water system uses the Quill water treatment plant (WTP) to treat water from Kings Creek, Ash Creek, and the Marlette Lake Water System (MLWS). The Quill WTP was constructed in 1991 and has not undergone any major upgrades in the last 30-years. Due to changing raw water quality, changing regulatory requirements, and treatment plant limitations (capacity, etc.), the Quill WTP does not allow Carson City to maximize the use of available west side surface water sources.

In 2019, Carson City completed a Preliminary Engineering Report (PER) that identified deficiencies at the Quill WTP, evaluated conceptual improvement alternatives, and recommended constructing a new treatment process (preferred alternative) that would provide the City flexibility to treat more water of lower quality than the existing WTP can treat. Carson City is currently beginning the design process to implement the preferred alternative.

It is anticipated that the design will be completed under two separate design contracts. The first contract will advance the design to approximately 15% and the second will complete the design so that the proposed design can be permitted and constructed. The 15% design will focus on completing the necessary evaluations, analysis, and review to ensure that foundational design decisions have been made through a collaborative effort so that the final design can proceed cost effectively, efficiently, and rework can be minimized. The following tasks have been developed to help establish the foundational design decisions and approach.

Scope of Services

Task 1: 15% Design and Basis of Design Report

The purpose of the 15% design is to establish the direction and details of the project. The 15% design will further develop the concepts presented in the PER so that these concepts can be effectively developed into detailed design drawings, specifications, and supporting documentation. The following sub tasks are proposed to establish the foundational design decisions and project approach. It is anticipated that some of the following subtasks can be completed concurrently with other subtasks, while some subtasks must be completed after completion of previous subtasks. The anticipated schedule is to complete all sub-tasks by December 24, 2021.

A. Design Criteria and Objectives

The purpose of this subtask is to establish design criteria and design objectives that will be used to guide the entire design process. Through this sub task, the Lumos team will request existing water quality data, analyze existing data, identify potential gaps in the data (i.e. identify missing water quality parameters needed during design), and make recommendations for additional water quality analysis to fill identified gaps. Based on existing and collected data, a summary of water quality from each raw water source will be developed to document the variable water quality from each water source.

In conjunction with the raw water quality evaluation, the Lumos team will work with Carson City to establish design objectives and goals for the project. Design objectives and goals that will be considered include: water treatment capacity (i.e. 6 MGD); potential for future changes in raw water quality; potential for future changes in regulatory requirements; potential for future changes in water quantity; scalability of the process, water treatment plant operational objectives, wants, and needs;(i.e. disinfectant residual in isolated/remote areas in the system); long-term applicability of treatment processes; ability to fit within existing structures, future expandability; opportunities for phasing; backwash recovery; etc. It is anticipated that design objectives and goals will be evaluated through a workshop including Lumos, Jacobs, Carson City, and NDEP-Bureau of Safe Drinking Water.

Final design criteria will be documented and established based on the raw water quality data analysis and final design objectives/goals. These design criteria will be used as the basis for design decisions through the remainder of the design.

Subtask A will run approximately until mid-October as the criteria will be fluid until the treatment train is selected and other decisions are made. A series of workshops (2-3) are proposed for August through the end of September to allow for decisions to be made on items as information is developed and ready to present to the City for their review/input.

B. Site Visits

The Lumos team will identify and schedule site visits for the design team (Lumos, Jacobs, and Carson City) to visit other water treatment plants that are using similar treatment processes or treatment alternatives that are being proposed for Carson City. These site visits will focus on observing treatment processes; discussing operations with water operators; and evaluating the applicability of specific technologies, equipment, treatment approaches, and operational strategies to Carson City. It is anticipated that site visits will focus on package high rate filtration processes, membrane filtration, UV disinfection processes, and potentially backwash management processes. We are anticipating 4-6 site visits over span of 2-3 days. Site visits are proposed to be completed by mid-August pending the availability of Carson City staff and the coordination with the respective agencies we will need to coordinate the site visits with.

C. Building Information Model (BIM) Development and CAD Design

Using existing building scan information, a BIM model will be constructed of the interior of the existing water treatment plant. The BIM model will be used to support other subtasks, including: the existing system evaluation, the treatment train alternative evaluation, development of 15% design drawings, and to provide insight into the delivery approach, and project phasing subtasks. We are anticipating that the BIM model will be developed by mid-August.

D. Existing System Evaluation

This subtask will include a detailed review of the existing WTP. The review will consist of reviewing existing documentation (as-builts, asset management information, existing facility evaluations, etc.), current operational strategies, and an in-depth, in person analysis of the existing civil, mechanical, electrical, instrumentation & controls, HVAC, and structural components of the existing system. This evaluation will be used to identify existing facilities that may be reused, modified, upgraded, demolished, or abandoned. We are anticipating that the existing system evaluation will be completed within 4-6 weeks of contract.

E. Treatment Train Alternative Evaluation

Using the design criteria and design objectives previously established, the Lumos team will develop two conceptual treatment train alternatives. Conceptual design layouts will be developed for each alternative. One treatment train will be developed around a packaged, high rate filtration process and the second treatment train alternative will be developed around a membrane microfiltration process. Each alternative treatment train will be developed to address existing WTP deficiencies, potential future treatment deficiencies, water quality issues, and treatment capacity goals. Each alternative treatment train will address raw water equalization, pretreatment, filtration, disinfection, backwash management, and other appurtenant processes. The alternative configurations will be developed based on the findings and conclusions of previous subtasks to ensure that the conceptual alternatives cost effectively meet design criteria and design objectives.

Both treatment train alternatives will be evaluated based on both financial and non-financial factors. The financial evaluation will include capital costs (Class 5 design and construction opinions of probable cost) and life cycle costs that will consider operational, repair, replacement, and maintenance costs. The non-financial evaluation will include evaluating each alternative based on weighted non-cost factors (i.e. constructability, operational complexity, etc.). The financial and non-financial evaluations will be reviewed with the design team through a collaborative workshop with the goal of identifying the preferred alternative treatment train. Subtask E is anticipated to take 10-12 weeks from approval of contract. This subtask will draw from the other subtasks to finalize the evaluation of the treatment train. Selection of the treatment train will be coordinated with the City in late September/early October.

F. 15% Design Drawings

Based upon the work in subtask A-E, and after a final decision has been made identifying the selected treatment train alternative, Lumos will prepare 15% civil, mechanical, and electrical drawings for the selected equipment treatment train (based on microfiltration or packaged filtration). The drawings will be prepared in PDF format at a standard engineering scale. The following sheets are anticipated at this stage:

- a. Title sheet with locations, and vicinity maps;
- b. Preliminary process flow diagram;
- c. Preliminary demolition plan;
- d. Preliminary site plan indicating the proposed location of improvements within the project area including tanks, building improvements, and major piping (no grading, profiles, or section views);
- e. Preliminary structural/mechanical plan and section views of equipment treatment train within the buildings;
- f. Preliminary electrical single line diagrams; and
- g. Preliminary piping and instrumentation diagrams (P&ID)

Note: A comprehensive hydraulic profile is not anticipated to be included in the 15% design package. Lumos will evaluate the hydraulic profile to ensure there are no red flags that will need to be accommodated in the design.

With the creation of the 15% design plans we will initiate the risk register and conduct a workshop with the City staff to set a starting point for the process. The risk workshop is anticipated to take place in early October.

The 15% design will initiate 4-6 weeks from approval of contract and run through the early/mid-November.

G. Delivery Approach Evaluation

Under this subtask, Lumos will prepare an evaluation of the project delivery options available to the City. The two primary options include Construction Manager at Risk (CMAR) and Design Bid Build. Our evaluation will develop a matrix consisting of the benefits and drawbacks to each option to allow the City to make an informed and defensible decision. Once we have completed this evaluation, we will meet with the City to discuss the options and assist the City in making a final decision on which contract delivery method to proceed with. This decision will assist in developing the construction and design costs and scope for the remainder of the project. This subtask will take less than a week to prepare and is not time sensitive.

H. Equipment Procurement Approach Evaluation

Under this subtask, the Lumos team will prepare an evaluation of the equipment procurement options available to the City. The three primary options include Owner Procurement, Owner Assignment, and Contractor Procurement. In addition to equipment procurement, the evaluation will consider equipment selection procedures, including pre-selection and pre-purchase (with or without contract assignment). Our evaluation will develop a matrix consisting of the benefits and drawbacks to each option to allow the City to make an informed decision. Once we have completed this evaluation, we will meet with the City to discuss the options to assist the City in making a final decision on which equipment procurement method to proceed with. This decision will assist in developing the construction and design costs and scope for the project. This subtask will take less than a week to prepare and will be completed once the treatment train is selected to allow for the evaluation to address the various equipment and what procurement methods would be preferred for the specific equipment.

I. Opinion of Probable Cost Review (15% Design)

Under this subtask, based on the 15% design, the Lumos team will evaluate the cost estimate provided by the ICE to ensure there are no misunderstandings and that the cost estimate is consistent with the proposed project scope. This item is anticipated to be completed in mid/late-November once the ICE cost estimate is provided.

J. Phasing Evaluation

Under this subtask, the Lumos team will first meet with the City to develop priority list of the City's needs (this will be a continuous process as part of other subtasks) and to understand the budget constraints that may require phasing or modification of the proposed project. With this information the team will develop an initial phasing plan for the project based upon the work in subtask I, the City's priorities, and based on the available budget for the project. This phasing evaluation will determine what improvements can potentially be delayed and what improvements are necessary to meet the City's design objectives. Based on this evaluation the team will meet with Carson City staff to determine the final phasing plan for the project to incorporate into the final report prior to proceeding further with the design. The phasing

decisions will assist in developing the construction and design scope for the project. Once the ICE cost is set and the City's budget is provided, Lumos will prepare the phasing evaluation described above, anticipated in mid-late November.

K. Basis of Design Report

The evaluations, decisions, conclusions, and recommendations developed in sub tasks A through J will be memorialized in a draft and final Basis of Design Report (BODR). This report will document both decision making process and the decisions established during that process. The BODR will also act as the basis for the remainder of the project design and serve to justify project decisions to policy makers and elected officials, and provide detailed information required to obtain project funding. This report will be provided to NDEP for their review and input. The final report will be completed in November and submitted to the City and NDEP.

Deliverables:

- Draft Basis of Design Report
- Final Basis of Design Report
- Project Risk Register

Task 2: Meetings

Numerous formal, in person project meetings and workshops will be required to complete Task 1. These meetings and workshops will be completed and tracked under this task. The following formal, in person meetings and workshops are anticipated:

- Kick Off Meeting
- Design Criteria and Objectives Workshop Series (2-3 meetings)
- Treatment Train Alternative Evaluation Workshop
- 15% Design Review Meeting
- Cost Estimate Review
- Equipment Selection & Procurement Review
- Construction Delivery Review
- Stakeholder Basis of Design Report Meeting & Presentation

Deliverables:

- Meeting Agendas
- Meeting Minutes

Task 3: Geotechnical Report

For the current Geotechnical scope of work, we propose a field investigation that will consist of test pit explorations at approximately seven (7) locations; two (2) near the proposed equalization tank

location, two (2) near the existing building, and three (3) along the proposed sanitary sewer alignment for the backwash disposal. Exploration depth will range from five (5) to fifteen (15) feet below ground surface, or practical refusal, whichever comes first. We understand Lumos and Associates, Inc. will complete the USA Dig clearance, and the City will provide the excavation services with notification from Lumos.

Lumos & Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- pH, Soluble Sulfate and Resistivity
- Direct Shear

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology and Seismicity
- Laboratory Test Results
- Geotechnical Discussion
- Bearing Capacity and Settlement
- Grading Recommendations
- Foundation Recommendations
- Utility Excavation and Backfill Recommendations
- Construction Procedures
- Groundwater Level, if encountered

Task 4: Site Survey and Topography

A Topographic Survey will be conducted to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy in accordance to National Map Accuracy Standards for the project area. All existing surface improvements and visible evidence of utilities will be located within the project area. Conventional survey methods will be utilized on areas such as concrete, asphalt and utility locations to achieve a high degree of horizontal and vertical accuracy. A 3D scan of the building will be conducted and a point cloud of the interior of the building will be created in the project coordinate datum. Horizontal Control for the project will be referenced to the Carson City Control Network, Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor of 1.0002 to establish ground values for the topographic map. The vertical datum for the project will be the Carson City Control Network referenced to NAVD88.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Lumos has teamed with Jacobs Engineering to complete the proposed scope of work.
- Lumos anticipates holding regular project update meetings with Carson City Staff outside of the formal meeting proposed in this scope of work. These regular update meetings will may be held in person, by conference call, or by video conference.
- At this time it is assumed that the project will not utilize any Federal loan, grant, principal forgiveness, etc. monies.

Fees

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	15% Design and Basis of Design Report	\$195,000
Task 2	Meetings	\$22,000
Task 3	Geotechnical Report	\$15,000
Task 4	Site Survey and Topography	\$15,000
Total:		\$247,000

With the variability and potential for the effort in Task 1 and 2 to change based on input from the City we are proposing Task 1 and 2 as T&M not to exceed. Tasks 3 and 4 are definitive and are suitable to be proposed as lump sum. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Tim Russell, P.E., WRS
Director, Engineering Division



Nicholas Charles, PE
Project Manager

Cc: Eddy Quaglieri, PE



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

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

Agenda Title: For Possible Action: Discussion and possible action regarding an increase of \$580,000 to contingency funding for Contract No. 25300022 (“Contract”) with Farr Construction Corporation dba Resource Development Company (“Farr”) for the Quill Water Treatment Plant Rehabilitation Project (“Project”), for a revised total not-to-exceed Contract amount of \$23,396,500. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

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

Proposed Motion

I move to approve the increased contingency funding as presented and authorize the Public Works Director to approve expenditure of the additional contingency if necessary.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

May 21, 2026 (Item 17A) – The Board of Supervisors (“Board”) approved the budget and Capital Improvement Plan for FY 2027, including \$600,000 for the Project.

May 27, 2025 (Item 5A) – The Board approved the budget and Capital Improvement Plan for FY 2026, including \$900,000 for the Project.

September 19, 2024 (Item 20A) – The Board awarded Contract No. 25300022 for a not to exceed amount of \$22,816,500 to Farr Construction Corporation dba Resource Development Company for the Quill Water Treatment Plant Rehabilitation Project.

June 20, 2024 (Item 16B) – The Board approved the augmentation of the FY 2024 budget, including \$2,500,000 from Infrastructure Capital for the Project.

May 24, 2024 (Item 6A) – The Board approved the budget and Capital Improvement Plan for FY 2025, including \$1,500,000 for the Project.

August 5, 2021 (Item 12B) – The Board approved the American Rescue Plan Act Plan of Expenditure, including \$3,000,000 for the Project.

June 17, 2021 (Item 17D) – The Board approved the augmentation of the FY 2021 budget, including \$7,325,548 in bonds for the Project.

May 20, 2021 (Item 15B) – The Board approved the budget and Capital Improvement Plan for FY 2022, including \$1,000,000 for the Project.

Background/Issues & Analysis

When the original contract for the Quill Water Treatment Plant Rehabilitation Project was approved, the contingency was set at 5% of the construction value—an amount that is half of the 10% contingency typically requested for public works construction projects. At that time, it was acknowledged that the lower contingency was a budget-driven decision and that additional contingency funding may be needed as the project advanced and unforeseen conditions were encountered. This approach allowed the project to proceed within available appropriations, with the understanding that staff could return to the Board for further contingency increases if warranted by project developments or emergent needs, consistent with the requirements of NRS Chapter 338 and established City practices.

The requested increase would increase the contingency available under Contract No. 25300022 to address unforeseen conditions and emergent needs identified during construction of the Project. If approved, the revised not-to-exceed amount for the Contract will be \$23,396,500. The contingency amount would increase from the original amount of 5% of the awarded contract amount (\$1,086,500) to 7.67% (\$1,666,500).

The remaining balance of the original 5% contingency is \$171,260. The project team is requesting an additional \$580,000 to bring the contingency balance to \$750,000. While the project team does not anticipate needing the full updated balance, this amount was determined to be appropriate based on the remaining work, unknowns, and associated risk. Remaining items that may require additional funding include facility modifications or additions to support the water contact tank rehabilitation, which is being completed as part of a separate project. Uncertainties also remain regarding site paving and improvements, which will not be fully understood until subsurface excavations are conducted. Additionally, other modifications will likely be identified during facility startup because of the complex systems and treatment chemistry in this project, to ensure the plant operates reliably.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund, Capital Improvements Account 2750600-507010 (Fully Spent, APRA Funds)

Water Fund, Capital Improvements Account 5203505-507010

Project #: P350521004

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Account 5203505-507010, P350521004 will be reduced by \$580,000, with an available balance of \$1,532,462.

Alternatives

Do not approve the increased contingency and/or provide alternative direction to staff.

Attachment(s):

[25300022 Executed Contract.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 19, 2024

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

Agenda Title: For Possible Action: Discussion and possible action regarding a determination the Farr Construction Corporation dba Resource Development Company ("RDC") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 25300022 to RDC for the Quill Water Treatment Plant Rehabilitation Project ("Project") for a total amount not to exceed \$22,816,500. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Staff Summary: The Project includes replacement of aging and obsolete water treatment equipment at the Quill Water Treatment Plant Facility ("Facility") and other improvements to increase the Facility's treatment capacity to four million gallons of surface water per day. The not to exceed amount of \$22,816,500 comprises the base bid amount of \$21,730,000 plus a 5% contingency of \$1,086,500. The engineer's estimate was \$16,900,000. This Project was approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the contract as presented and authorize the Public Works Director to approve the expenditure of the five percent contingency, if necessary.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

June 20, 2024 (Item 16B) - The Board of Supervisors ("Board") approved the augmentation of the FY 2024 budget, including \$2,500,000 from Infrastructure Capital for the Project.

May 24, 2024 (Item 6A) - The Board approved the budget and CIP for FY 2025, including \$1,500,000 for the Project.

August 5, 2021 (Item 12B) – The Board approved the American Rescue Plan Act ("ARPA") Plan of Expenditure, including \$3,000,000 for the Project.

June 17, 2021 (Item 17D) - The Board approved the augmentation of the FY 2021 budget including

\$7,325,548 in bonds for the Project.

May 20, 2021 (Item 15B) - The Board approved the budget and CIP for FY 2022, including \$1,000,000 for the Project.

Background/Issues & Analysis

The Project consists of replacing aging and obsolete water treatment equipment at the Facility, including replacing the existing diatomaceous earth filter system with a package filtration system, a coagulation and polymer system, an ultraviolet disinfection system and other pumps and process piping.

The Facility is currently permitted to treat up to six million gallons per day; however, the existing system is only capable of treating one million gallons per day due to the limitations of the Facility's existing technology. Completion of the Project will allow the Facility to treat up to four million gallons per day and includes piping and space to accommodate an additional filter vessel that can be added in the future to increase the Facility's treatment to six million gallons per day. It is unlikely the City would actually receive six million gallons of water per day for treatment over the next seven to ten years due to improvements the State of Nevada is making to the Marlette Lake system that will require Marlette Lake to be drained, then refilled naturally.

Increasing the Facility's capacity to treat surface water will allow the City to expand its use of surface water and reduce groundwater well usage. Reducing groundwater usage preserves groundwater reserves which are a critical resource for mitigating drought situations.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on June 4, 2024. Two bids were opened at approximately 11:30 a.m. on August 13, 2024, via online Cisco Webex bid opening. Present during the bid opening were: Brad Sanders, Dave Backman, Patty Pauletto, Dave Bristol and Walt Johnson, K.G. Walters Construction Co. Inc. ("K.G. Walters"); Dave King, Eddy Drever and Ryan Harvey, AWC Water Solutions; Brad Vandermeer, Blue White; Robert Lacy, Eaton; Paul Orphan and Garrett Queen, RDC; Michael Burns, G3 Engineering; Galton Reyman, Reyman Brothers Construction; Davina Velasquez, SAE Systems; Jared Johnson, San Joaquin Electric, Inc.; Clayton David, STStructures, Inc.; Tim Russell and Collin Sturge, Lumos & Associates; Andy Hummel, Darren Anderson, Brian Elder and Matt Bradley, Carson City Public Works; Alexis Philippi, Executive Office and Carol Akers, Purchasing & Contracts Administrator.

Bidder	Base Bid
1. RDC	\$21,730,000.00
2. K.G. Walters	\$24,746,000.00

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project #: P350521004
Federal Grant Capital Improvements Account 2750600-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: (See attached for Budget/Expense Summary) If approved, project number P350521004, Account 2750600-507010 will be reduced by a not to exceed amount of \$3,500,000 with an available balance of \$3,500,000; Account 5203505-507010 will be reduced by a not to exceed amount of \$19,316,500 with an available balance of \$12,989,641. A transfer of \$1,750,000 from FY 2025 Infrastructure Capital (Undesignated) will be required to complete the Project the FY 2025 available budget \$1,750,000. If approved a roll forward of \$2,168,478 from Infrastructure Capital (Undesignated) to the Project will also be required, the Undesignated FY 2024 available budget is \$2,168,478. Additionally, if approved a transfer would be completed of \$1,200,000 million in FY 2025 a roll forward of \$1,250,000 from FY 2024 Capital projects (P350508002, P350513005, and P301221004) will be required. With approval of the transfers and augmentation of Undesignated and unused funds the total available Project budget in 5203505-507010 will be \$19,358,119 for a combined total project budget of \$22,858,119.

Alternatives

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

Attachment(s):

[25300022 Bid Tabulation_ROA.pdf](#)

[P350521004-Budget - Final Quill Treatment Plant-SMRB.pdf](#)

[25300022 DRAFT Contract.pdf](#)

Motion:

Approve

1) MW
2) CH

Aye/Nay

5-0-0

TW
(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

THIS CONTRACT made and entered into this 19th day of September 2024, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Farr Construction Corporation dba Resource Development Company, hereinafter referred to as **CONTRACTOR**".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 25300022**, titled **Quill Water Treatment Plant Rehabilitation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 25300022 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the Carson City Website <https://www.carson.org/bids>.

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

For P&C Use Only
CCBL expires 12/31/24
NVCL expires 6/30/26
GL expires 5/31/25
AL expires 5/31/25
WC expires 5/31/24
PL expires 2/16/25

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Jeff Farr, President
Farr Construction Corporation dba Resource Development Company
1050 Linda Way
Sparks, NV 89431
775-356-8004
jfarr@resourcedevelopmentco.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Twenty One Million Seven Hundred Thirty Thousand Dollars and 00/100 (\$21,730,000.00).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY**

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to timely approve shall not constitute a waiver of the condition.

15.5 Insurance Coverage (15.6 through 15.23):

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

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

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

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

15.7 General Insurance Requirements (15.8 through 15.23):

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

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

- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or

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a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

By: 
Sheri Russell-Benabou, Chief Financial Officer

Dated 9/27/2024

CITY'S LEGAL COUNSEL
Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
District Attorney or his or her Authorized Designee

Dated 9/19/2024

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Project: P350521004
Account: 2750600-507010
5203505-507010

By: 

Dated 9/27/2024

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

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

CONTRACTOR

BY: Jeff Farr

TITLE: President

FIRM: Farr Construction Corporation dba Resource Development Company

CARSON CITY BUSINESS LICENSE #: BL-002719

NEVADA CONTRACTORS LICENSE #: 0075026

Address: 1050 Linda Way

City: Sparks State: NV Zip Code: 89431

Telephone: 775-356-8004

E-mail Address: jfarr@resourcedevelopmentco.com



(Signature of Contractor)

DATED 09/19/24 _____

STATE OF Nevada)

County of Washoe)

)ss

Signed and sworn (or affirmed before me on this 19th day of September, 2024



(Signature of Notary)

(Notary Stamp)



CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

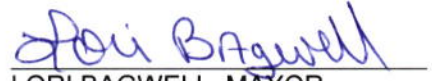
Contract No: 25300022

Title: Quill Water Treatment Plant Rehabilitation Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 19, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300022** and titled **Carson City Quill Water Treatment Plant Rehabilitation Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 19th day of September 2024.

ATTEST:


WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 19th day of September 2024.

PERFORMANCE BOND

Bond #: YCN7473815

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

KNOW ALL MEN BY THESE PRESENTS, that I/we Farr Construction Corporation dba
Resource Development Company
as Principal, hereinafter called CONTRACTOR,
and

Old Republic Surety Company
a corporation duly organized under the laws of Wisconsin, as Surety, hereinafter called the Surety, are held and
firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY,
for the sum of \$ 21,730,000.00 (state sum in Words) Twenty One Million Seven Hundred Thirty Thousand and 00/100 for the
payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated September 19, 2024, entered into a contract with
CITY for **BID# 25300022** and titled **Carson City Quill Water Treatment Plant Rehabilitation Project** in accordance
with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 25300022** and titled **Carson City Quill Water Treatment Plant Rehabilitation Project**

BY:	(Signature of Principal) L.S.
TITLE: President	
FIRM: Farr Construction Corporation dba Resource Development Company	
Address: 1050 Linda Way	
City, State, Zip: Sparks, NV 89431	
Phone: 775-356-8004	
Printed Name of Principal: Jeff Farr	
Attest By: Heather Baker	(Signature of Notary)
Subscribed and Sworn before me this 19 day of September , 20 24	

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



Name of Surety:	Old Republic Surety Company
Address:	P.O. Box 1635
City:	Milwaukee
State/Zip Code:	Wisconsin / 53201
Name:	Roger Kaltenbach
Title:	Attorney-in-Fact
Telephone:	800-457-0220
Surety's Acknowledgment:	SEE ATTACHED POWER OF ATTORNEY
By:	



NOTICE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Andrew Kerslake, Katelyn Cooper,

Alec Gumpfer, Gregory C. Ryerson, Kyle Dozier, Greg Lagreid, Rebecca M. Sarmiento, Christine Larson of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2024.

Karen J. Haffner
Asst. Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8820

Signed and sealed at the City of Brookfield, WI this 20th day of September, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

LABOR AND MATERIAL PAYMENT BOND

Bond #: YCN7473815

Doc. No. 2152

Farr Construction Corporation dba (Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we Resource Development Company

as Principal, hereinafter called

CONTRACTOR, and

Old Republic Surety Company

a

corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ 21,730,000.00 Dollars (state sum in words)

Twenty One Million Seven Hundred Thirty Thousand and 00/100

for

the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

** September 19, 2024

WHEREAS, CONTRACTOR has by written agreement dated ** entered into a contract with CITY for **BID# 25300022** and titled **Carson City Quill Water Treatment Plant Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 25300022 and titled Carson City Quill Water Treatment Plant Rehabilitation Project

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

BY:	 (signature of Principal) L.S.
TITLE: <u>President</u>	
FIRM: Farr Construction Corporation dba Resource Development Company	
Address: 1050 Linda Way	
City, State, Zip: Sparks, NV 89431	
Phone: 775-356-8004	
Printed Name of Principal: <u>Jeff Farr</u>	
Attest by: <u>Heather Baker</u>	(signature of notary)
Subscribed and Sworn before me this <u>19</u> day of <u>September</u> , 20 <u>24</u>	

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:



Name of Surety:	Old Republic Surety Company
Address:	P.O. Box 1635
City:	Milwaukee
State/Zip Code:	Wisconsin / 53201
Name:	Roger Kaltenbach
Title:	Attorney-in-Fact
Telephone:	800-457-0220
Surety's Acknowledgment:	SEE ATTACHED POWER OF ATTORNEY
By:	



NOTICE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Andrew Kerslake, Katelyn Cooper,

Alec Gumpfer, Gregory C. Ryerson, Kyle Dozier, Greg Lagreid, Rebecca M. Sarmiento, Christine Larson of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820



Signed and sealed at the City of Brookfield, WI this 20th day of September, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Farr Construction Corporation dba Resource Development Company, as "Principal," and Old Republic Surety Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five (5%) Percent Of Total Amount Bid dollars (\$ 5% Of Total Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 25300022, PWP # CC-2024-359, for the Project Title: Quill Water Treatment Plant Rehabilitation Project.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: August 6, 2024

Farr Construction Corporation dba
Resource Development Company

Principal

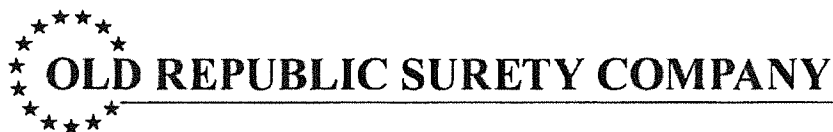
By: Jeff Farr, President

Old Republic Surety Company

Surety

By: Roger Kaltenbach (Attorney-in-Fact)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Amfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadie, Derek D. Sabo, Andrew Kerslake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820



Signed and sealed at the City of Brookfield, WI this 6th day of August, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

Vendor Information

Vendor Information:	
Company Name: Farr Construction Corporation dba. Resource Development Company	Federal ID No: 20-3783793 UEI/DUNS #: 804957525
Mailing Address: 1050 Linda Way	City, State, Zip Code: Sparks, NV 89431
Telephone Number: 775-356-8004	Email: hbaker@resourcedevelopmentco.com; jfarr@resourcedevelopmentco.com

Contact Person/Title:	
Name: Jeff Farr	Title: President
Mailing Address: 1050 Linda Way	City, State, Zip Code: Sparks, NV 89431
Telephone Number: 775-356-8004	Email: jfarr@resourcedevelopmentco.com

Licensing Information:	
Nevada State Contractor's License Number: 0075026	
License Classification(s): A-General Engineering	Date Issued: 06/28/2010
Limitation(s) of License: Unlimited	Date of Expiration: 06/30/2026
Name of Licensee: Farr Construction Corporation dba. Resource Development Company	
Carson City Business License Number: BL-002719-2020	

Name of Licensee: Farr Construction Corporation DBA: Resource Development Company			
Disclosures of Principals:			
Individual and/or Partnership:			
(1) Owner Name: Jeff Farr			
Address: 1050 Linda Way			
City: Sparks	State: NV	Zip Code:	89431
Telephone: 775-356-8004	Email: jfarr@resourcedevelopmentco.com		
(2) Owner Name: NONE.			
Address:			
City:	State:	Zip Code:	
Telephone:	Email:		
(1) Other Title: Vice President			
Name: Christopher Erb			
(2) Other Title:			
Name:			



25300022 (PWP# CC-2024-359) Addendum 8

Farr Construction Corp dba Resource Development Co

Supplier Response

Event Information

Number: 25300022 (PWP# CC-2024-359) Addendum 8
 Title: Carson City Quill Water Treatment Plant Rehabilitation Project
 Type: Invitation for Bid
 Issue Date: 6/4/2024
 Deadline: 8/13/2024 11:00 AM (PT)
 Notes: **BID DUE DATE HAS BEEN EXTENDED TO JULY 23, 2024**
AUGUST 6
August 13, 2024 @ 11:00 am.

Summary: Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Carson City Quill Water Treatment Plant Rehabilitation Project – **a Federally Funded Project**. The project will consist of various aboveground and below ground improvements to the existing facilities at the Quill Water Treatment facility. The purpose of the project is to replace aging and obsolete water treatment equipment that will then allow this facility to treat up to 4 million gallons of surface water per day while meeting the required regulatory requirements. Work includes selective demolition, treatment building expansion, concrete foundations and slab on grade, mechanical equipment and ductwork, treatment plant equipment installation, controls, telecom and security systems, site work, utility relocation, asphalt concrete paving, rigid concrete paving, and other Work indicated in the Contract Documents and Plans. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

Project# P350521004
PWP# CC-2024-359

Engineers Estimate: \$16,900,000

This Project is deemed a **HORIZONTAL** Construction Project.

MANDATORY PRE-BID CONFERENCE *Time and location has been updated from the legal ad.*

Conference will be held on **June 18, 2024**, at **2:00** pm at the Quill Treatment Water Plant located off King Canyon Rd. and Water Tank Rd. in Carson City.

Contact Information

Contact: Alexis Philippi

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7124

Fax: 1 (775) 887-2286

Email: aphilippi@carson.org

Farr Construction Corp dba Resource Development Co Information

Contact: Heather Baker
 Address: 1050 Linda Way
 Sparks, NV 89431
 Phone: (775) 356-8004
 Email: hbaker@resourcedevelopmentco.com
 Web Address: www.resourcedevelopmentco.com

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

Jeff Farr
 Signature

jfarr@resourcedevelopmentco.com
 Email

Submitted at 8/13/2024 10:53:34 AM (PT)

Requested Attachments

Bid Bond Form

1. Bid Bond - SIGNED.pdf

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

Vendor Information Form

2. Vendor Information 3.24.22 - FINAL.pdf

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

References

3. References - QUILL - FINAL.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

5% Subcontractors Information

4. 5%Bidders - FINAL.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.
 Contractor MUST Self-List.

1% Subcontractor Information

5. 1%Bidders - FINAL.pdf

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab. General Contractor ("GC") MUST Self-List. Email to CAkers@carson.org.

Wage Comparison Worksheet

6. Wage Comparison Worksheet - FILLED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

List of Subcontractors & Suppliers Bidding

No response

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

Affidavit Under 23 USC Section 112(c)

8. 23 USC SECTION 112(c)11.16.22 - SIGNED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

Certification Regarding Debarment

9. Certificate Regarding Debarment3.20.23 - SIGNED.pdf

Required form due at bid submission from GC. Document can be found under Attachments Tab

EPA Certification of Debarment Suspension

10. Epa-5700-49-certification-of-debarment-suspension-etc - SIGNED.pdf

 This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

Section 1352 of Title 31 Form11. Section 1352 of Title 31 -
SIGNED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

SF-LLL Disclosure of Lobbying12. SF-LLL-Disclosure of
Lobbying - SIGNED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

Certification of Auth & Understanding13. CertAuth&Understanding -
SIGNED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

Conflict of Interest14. Conflict of Interest -
SIGNED.pdf

This document is required at time of bid opening from GC. You can download this document from the "Attachments" Tab.

Non Collusion Form15. Noncollusion-Fillable5.1.23 -
SIGNED.pdf

Non-Collusion-Due at bid submission from GC

UEI Number17. SAMS - Entity Information -
2024.08.27.pdf

Provide proof of current registration for GC with bid, if available or submit before beginning of work

Bid Attributes**1 Contractor's License**

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a recognized classification to perform the work in connection with the award of the contract to him.

☒ Acknowledged
2 Acknowledgement of Addendums

List amount of addendums acknowledged

3 References:

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

Information to be included:

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

☒ Acknowledged

4 Substitutions

No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.

☒ Acknowledged

5 Apprentices-NRS 338.01165 (SB 82)**Apprentices-NRS 338.01165; SB 82 (2023)**

As of January 1, 2024, NRS 338.01165 has been updated. Please review the attachment provided under the attachment tabs and acknowledge here that as General Contractor you and your Sub-Contractors will comply with all requirements of SB82. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

More information can be found on the The Nevada Labor Commissioner's website at **labor.nv.gov** (AUA) Tab.

☒ Acknowledged

6 Postings & Notices**POSTINGS AND NOTICES****Notices and posters are to be placed in:**

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

(41 CFR 60-4.3);

and

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

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here:

https://labor.nv.gov/Employer/Employer_Posters

5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

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

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

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

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

☒ Acknowledged

7 Unique Entity ID (SAM.gov)

Required Information-Provide proof of current registration for General Contractor at bid if available, or **before beginning of work.**

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.
- Contractors and sub-contractors SAM registration must be completed and valid to execute the Contract.

☒ Acknowledged

8 Attribute deleted as part of an Addendum**9 Affirmative Socioeconomic Steps 2 C.F.R. 200.321****Affirmative Socioeconomic Steps 2 C.F.R. 200.321**

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps.⁷⁴ For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Required Steps to be Followed by General Contractor if Sub Contract is to be let (Documentation showing this must be provided to Carson City via email to Cakers@carson.org):

1. Place qualified target firms on solicitation lists
2. Assure that target firms are solicited whenever they are potential sources
3. Divide total requirements, when feasible into smaller tasks or quantities to permit maximum participation by target firms
4. Establish delivery schedules when feasible which encourage participation by target firms
5. Use the services and assistance of Small Business Administration and the Minority Business Development Agency of the Department of Commerce

☒ Acknowledged

1
0**REQUIRED DOCUMENTS-EPA****Acknowledgement of Required Documents:****Bid Bond**-Due at Bid Submission**Vendor Information**-Due at Bid Submission**References**-Due at Bid Submission**5%-Sub-Contractor Information**-Due at Bid Submission. General Contractor ("GC") MUST self list.**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening GC Must self list.(Email to Cakers@carson.org)**Wage Comparison Worksheet**-Due from GC at Bid Submission, sub-contractors-before beginning of work**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening (Email to Cakers@carson.org)**Appendix II Part 200**-Required document to be included in all subcontracts**Affidavit Under 23 USC Section 112(c)**-Due from GC at Bid Submission, sub-contractors before beginning work**Certificate Regarding Debarment**-Due from GC at Bid Submission, sub-contractors before beginning of work**Section 1352 Title 32 Form**-Due from GC at Bid Submission, sub-contractors before beginning of work**SF-LLL-Disclosure of Lobbying Activities**-Due from GC at Bid Submission, sub-contractors-before beginning of work**Cert of Authorization & Understanding**-Due from GC at Bid Submission, sub-contractors before beginning of work**Conflict of Interest**-Due from GC at Bid Submission, sub-contractors before beginning of work**Non-Collusion**-Due at bid submission from GC**BABAA Self-Certification**-Due from General at Bid Submission/Sub-Contractors before beginning of work**UEI ID Sam.gov-Required information-UEI ID Sam.gov-Required information**-Provide proof of current registration for GC at bid if available or submit **before** beginning of work**Certificate of Fringe Benefits**-Due with first certified payroll report for GC & sub-contractors**Certified Payroll Information**-Required first week of work by GC and Subs**NRS 338.01165(SB82)**-Informational Document-GC & All Sub-Contractors MUST comply with requirements of NRS.**Sub Contractor Monthly Payment Form**-Due with each pay application submitted from GC**Subcontractor List for Public Works Projects**-Copy emailed to mbradley@carson.org 10 days after NTP☒ Acknowledged1
1**Acknowledgement & Execution of Bid Proposal**

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

☒ Acknowledged**Bid Lines**

1

Package Header

Schedule A: Base Bid Items

Quantity: 1 UOM: EA Total: \$21,730,000.00**Package Items****1.1 Mobilization/Demobilization**Quantity: 1 UOM: LS Unit Price: \$900,000.00 Total: \$900,000.00

1.2 Water Treatment Plant Rehabilitation. Work includes selective demolition, treatment building expansion, concrete foundations and slab on grade, mechanical equipment and ductwork, treatment plant equipment installation, controls, telecom and security systems, sitework, utility relocation, asphalt concrete paving, rigid concrete paving, and other Work indicated in the Contract Documents and Plans.

Quantity: 1 UOM: LS Unit Price: \$20,830,000.00 Total: \$20,830,000.00

Response Total: \$21,730,000.00

References

At least (3) contracts of a similar nature performed by your firm in the last (3) years.

1. Company Name: **Lyon County**
 Mailing Address: **27 S. Main Street Yerington, NV 89447**
 Telephone Number: **775-577-5005**
 E-Mail: **Kishora Panda, kpanda@lyon-county.org**
 Project Title: **Rolling A Wastewater Treatment Facility**
 Amount of Contract: **\$19,000,000**
 Scope of Work:
The Project consists of constructing upgrades to and expansion of the Rolling 'A' Wastewater Treatment Facility (a Sequencing Batch Reactor (SBR) process system) to 1.6 million gallons per day (maximum 30-day average)

2. Company Name: **Douglas County**
 Mailing Address: **1594 Esmeralda Av. Minden, NV 89423**
 Telephone Number: **775-782-9004**
 E-Mail: **Nick Charles, ncharles@douglasnv.us**
 Project Title: **North Valley Wastewater Treatment Plant Improvements**
 Amount of Contract: **\$9,155,284**
 Scope of Work:
Expansion of the North Valley Wastewater Treatment Plant to 0.72 million gallons per day: New concrete headworks, relocate biofilter, new sequencing batch reactor, new basin, new effluent and utility pumps, remodel operations building, new process building and CMU block, pump station, new digester, new dewatering system, new ventilation and SCADA system, electrical work, and work to existing blower.

3. Company Name: **City of Fernley**
 Mailing Address: **595 Silver Lace Boulevard Fernley, Nevada 89408**
 Telephone Number: **775-784-9917**
 E-Mail: **Salvador Pleitez, spleitez@cityoffernley.org**
 Project Title: **Fernley Truckee Canal Diversion and Conveyance**
 Amount of Contract: **\$4,835,798**
 Scope of Work:
Canal outtake structure; shoring; two metering vaults; raw and finish water pipelines; roadway paving; connection to existing system; flow control vault and pump station including pumps, piping and valving, electrical and instrumentation.

4. Company Name: **City of Reno**
 Mailing Address: **1 E 1st St, Reno, NV 89501**
 Telephone Number: **775-433-3431**
 E-Mail: **Erick Miller, millere@reno.gov**
 Project Title: **Edison Way & University Lift Station**
 Amount of Contract: **\$3,912,546**
 Scope of Work:
Bypass pumping, demo, new wetwells, valve vaults, electrical, piping, flow meters, force main, system tie-in with gravity manholes, trenching, paving, new water service, electrical service upgrades, SCADA



JEFFREY M. FARR

President

Education

May 2003

B.S. Construction Management, California State University Chico

Licenses/Registration/Certification

- NACE Certified Coating Inspector-Level 3 (#25810)
- NV License # 75026
- CA License # 1050646

Years of Experience Total Construction = < 20 years

CMAR = 1.5 years

RDC = 18 years

(775) 356-8004

jfarr@resourcedevelopmentco.com

1050 Linda Way
Sparks, NV 89431

www.resourcedevelopmentco.com

Having grown up in and around the construction industry, Jeff has always been fascinated with large scale earth moving projects and heavy civil construction, and how engineered projects integrate with the natural environment. While attending college, he developed a passion for construction management. He realized construction management provided a career path in which he could utilize his individual strengths and skills while doing work he enjoyed. Fast forward 20 years and Jeff is the owner/president of a thriving construction company. Along the way, Jeff has acquired the knowledge and experience to successfully manage both his company and his projects. He views each project as a unique set of challenges that present an opportunity for professional growth. Jeff values client relationships and strives to understand and exceed client expectations. In return, clients value Jeff's hard work, honesty, accountability, and commitment to helping them succeed.

Jeff has specialized experience in industrial coatings applications and has amassed an impressive portfolio of successful coatings projects. With Jeff's leadership, RDC has grown to be a local industry leader in industrial coatings application.

Relevant Project Experience

Primary Clarifier 2/Aeration Basin 1 Rehabilitation, South Lake Tahoe, CA – Coatings Project Manager.

Extensive clarifier concrete rehabilitation and coatings were required including sandblasting and recoating the clarifier mechanism. For the Aeration Basin 1, work included concrete and ferrous metal coatings, aeration system replacement, and influent pipe and valve replacement. (2016)

Sewer Pump Stations Rehabilitation, Canelian Bay, CA – Senior Project Manager. The work included high performance coatings application in both the wetwell and drywell and polyurethane leak stop injection, pump and valve gallery replacement, soft start/soft stop installation on grinder pump, installation of a vertically-mounted standard pump, upgrading transducer controls, demolition of Q-cells and appurtenances, removal and replacement of generator, demolition of HVAC, building modifications and SCADA integration. (2018)

Truckee Meadows Water Reclamation Facility Digesters, Reno, NV – Coatings Project Manager. RDC was the coatings subcontractor and the scope of work included “permit confined space” with difficult entry and exit into two digesters. Abrasive blasted challenging areas of steel corrosion of the digester lid “dome”. The steel was coated with plural component elastomeric polyurethane. Extensive scaffolding was required to ensure safety of the team working on the site. (2016)

Primary Clarifier 1/Aeration Basin 2 Rehabilitation, South Lake Tahoe, CA – Coatings Project Manager/Estimator. The rehabilitation work for Primary Clarifier 1 included removal and replacement of concrete coatings and grout, mechanism replacement, and drive I&C modifications. For the Aeration Basin 2, work included concrete and ferrous metal coatings, aeration system replacement, and influent pipe and valve replacement. (2017)

Professional Experience

Farr Construction dba Resource Development Company, Sparks, NV (2005 – Present)

President

Manage and evaluate the construction and engineering programs and manage the staff responsible for Design Bid Build, Design Build and Construction Manager at Risk projects for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- NVWWTP Douglas County | \$9.0 Million
- Hawthorne Army Depot .5 MG Tank Design Build | \$2.8 Million
- TMWA Prater Tank Rehab 3MG | \$2.0 Million
- TMWA 2021-2022 Tank Improvements 4MG | \$1.9 Million
- Fernley Truckee Canal Divergence and Conveyance | \$5.1 Million
- City of Pocatello 5MG Tank Rehab | \$1.0 Million
- NTPUD National Lift Station Rehab | \$3.0 Million
- TMWRF Top Deck Rehab | \$1.6 Million
- TMWA Desert Springs 4 Tank | \$0.5 Million
- TMWA Chalk Bluff WTP Filter Underdrain Replacement 7&8, 11&12 | \$1.8 Million
- Gardnerville Water Well 10 CMAR | \$2.0 Million

K.G. Walters Construction Company, Santa Rosa, CA (2003 – 2005)

Project Manager / Superintendent

On site Project Management for multiple Water/Wastewater Treatments.

Major Project / Accomplishments

- Herlong Utilities Cooperative | \$4.0 Million
- Rolling A Ranch, Dayton, NV | \$3.0 Million
- Carson Highlands | \$0.5 Million

Cushman Contracting Corporation, Santa Barbra, CA (1999 – 2003)

Project Engineer

Working in the field for various superintendents.



CHRISTOPHER ERB P.E.

Vice President

Education

- M.S. Civil/Environmental Engineering, Brigham Young University
- B.S. Civil/Environmental Engineering, Brigham Young University

Licenses/Registration/Certification

- Construction Stormwater Management Inspector
- OSHA Training (10-Hour, 30-Hour, and 40-Hour) | OSHA
- Professional Engineer, Certification Number 018724 | State of Nevada

Years of Experience Total Construction = 20 years

CMAR = 4 years

RDC = 4 years

 (775) 356-8004

 cerb@resourcedevelopmentco.com

 1050 Linda Way
Sparks, NV 89431

 www.resourcedevelopmentco.com

Chris has been a Professional Engineer with over 20 years of experience in public and private sector civil engineering, specializing in water industry initiatives relative to the lifecycle of potable water, wastewater, and reclaimed water infrastructure. Skilled in Reliability and Asset Management, condition assessment, design, construction management and Capital Improvement Program implementation and management; as well as staff supervision/management.

Professional Experience

Resource Development Company, Sparks, NV (August 2019 – Present | Jeff Farr) –

Construction and Engineering Manager / Vice President

Manage and evaluate the construction and engineering programs and manage the staff responsible for Design Bid Build, Design Build and Construction Manager at Risk projects for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- NVWWTP Douglas County | \$9.0 Million
- Hawthorne Army Depot .5 MG Tank Design Build | \$2.8 Million
- TMWA Prater Tank Rehab 3MG | \$2.0 Million
- TMWA 2021-2022 Tank Improvements 4MG | \$1.9 Million
- Fernley Truckee Canal Divergence and Conveyance | \$5.1 Million
- City of Pocatello 5MG Tank Rehab | \$1.0 Million
- NTPUD National Lift Station Rehab | \$3.0 Million
- TMWRF Top Deck Rehab | \$1.6 Million
- TMWA Desert Springs 4 Tank | \$0.5 Million
- TMWA Chalk Bluff WTP Filter Underdrain Replacement 7&8, 11&12 | \$1.8 Million
- Gardnerville Water Well 10 CMAR | \$2.0 Million

City of Henderson, Henderson, NV (February 2007 – August 2019) –**Utility Maintenance Manager** (May 2011 – August 2019 | John Day, P.E.)

Manage and evaluate the City of Henderson's utility infrastructure maintenance programs and manage the staff responsible for inventory control, maintenance management, and Computerized Maintenance Management System (CMMS) support for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- CMMS Phase II Implementation | \$250,000
- CMMS Major Upgrades, Minor Upgrades, and System Patching
- Maintenance Program Development and Memorialization

Utility Services Engineer II (February 2007 – May 2011 | Dennis Fritz, P.E.)

Performed professional engineering, technical, and administrative tasks related to the research, planning, design, and construction of major public water, wastewater, and reclaimed water facilities and infrastructure.

Major Project / Accomplishments

- SWWRF Henderson WWTP | \$140 Million
- Canyons Lift/Booster Station | \$1.05 Million
- Flow Control Station Hydroelectric Design (FCS-17) | \$7 Million
- Henderson Utility Guidelines (HUGs) | \$500,000
- Pump Station Condition Assessment and Evaluation I & II (PS-20) | \$1.2 Million
- Uniform Design and Construction Standards (UDACS) For Potable Water Committee Member
- Design and Construction Standards for Wastewater Collection Systems Southern Nevada Committee Member

Payson City Corporation, Payson, UT (November 2001 – February 2007) –**Assistant City Engineer** (Glade J. Robbins, P.E.)

Designed infrastructure projects, including roads, bridges, dams, sanitary sewer, water pressurized irrigation, and storm drains, as well as prepared construction drawings, cost engineer estimates, and contract documents. Assisted the Planning and Zoning Department in the review of proposed developments, checked submittals to ensure proposed improvement plans were consistent with development ordinance and specifications, provided review comments to developers, and managed and inspected ongoing construction projects. Designed, managed, and maintained the city GIS system. Managed the sampling and regulatory responses/permits for commercial, construction, and demolition landfill.

Major Project / Accomplishments

- WWTP BIO-Wheel Payson Treatment Expansion | \$7 Million
- 200 West and 300 North Road & Utilities Reconstruction (CDBG) | \$340,000 and \$480,000
- 600 East and 800 South Road & Utilities Reconstruction (100N-700N) | \$520,000 and \$440,000
- Dry Creek Trail (3 Miles) | \$670,000
- Elkridge to Payson Sanitary Sewer | \$4.2 Million
- Greenridge 15-Acre Nature Park (Design Phase)
- Hillman Recreation Complex (8-Plex Softball, 4-Plex Little League) | \$2.8 Million
- Lateral 20 Irrigation Main | \$511,000
- Pete Winward Reservoir Outlet Reconstruction | \$230,000

PSI / Delta Geotechnical Consultants Inc. Salt Lake City, UT (July 1999 – November 2001) –***Geotechnical Engineer*** (Tony Pawloski, P.E.)

Proposed and managed individual project budgets, drafted proposals and prepared final reports; as well as coordinated with technicians, drillers, city and county inspectors, and site superintendents. Performed construction materials inspection, geotechnical engineering evaluations, and landslide and slope stability evaluations. Conducted geotechnical laboratory testing and roadway/pavement design studies.

Major Project / Accomplishments

- Alpine School District Bus Garage (American Fork, UT)
- DuckWall Alco Stores (Preston, ID)
- Salt Lake City School District Retrofits/Additions (Salt Lake City, UT)
- Shenandoah Gas Plan Compressor Sites (Vernal, UT)
- SunCrest 4,000-Acre Development (Draper City, UT)
- Traverse Ridge Road (Draper City, UT)
- Watt Property Pump Station, Stansbury Park Improvement District (Stansbury, UT)

Geotechnical and Environmental Services, Las Vegas, NV (May 1998 – July 1999) –***Engineering Technician*** (Rakhi N. Bhasin, Ph.D., P.E.)

Performed geotechnical calculations, cost comparisons and cost estimates, and construction materials testing and inspection. Coordinated scope of work, schedule, evaluation procedures, and interpretation of data with Project Managers; as well as provided field quality assurance, prepared reports, and reviewed project plans and documents.

Major Project / Accomplishments

- Arron Way Detention Basin (Henderson, NV)
- Boulder City Constructed Wetlands (Clark County, NV)
- Clark County Sanitation District Central Plant Bar Screen Facility (Clark County, NV)
- Whitney Ranch (Henderson, NV)

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: **PWP# CC-2024-359**
Bid 25300022
 Project No(s): **Project # P350521004**

Contractor: **Farr Construction Corporation dba. Resource**
Development Company

Address: **1050 Linda Way Sparks, NV 89431**

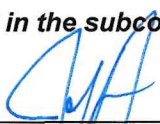
Total Bid Amount \$ **21,730,000.00**

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Farr Construction Corporation dba. Resource Development Company - XRT9EK6UNB43	775-356-8004	All work but what is listed below.	0075026	Unlimited	All work but what is listed below.
Nelson Electrical Co. Inc. CIPBTYUHQD19	775-358-0043	Electrical	0016697	Unlimited	Electrical.
NONE.					

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

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


 Contractor's Signature - Jeff Farr, President
 Telephone No. **775-356-8004**
 Date **08/13/24**

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: **PWP# CC-2024-359****Bid 25300022**Project No(s): **Project # P350521004**Contractor: **Farr Construction Corporation dba. Resource****Development Company**Address: **1050 Linda Way Sparks, NV 89431**Bid Amount \$ 21,730,000.00

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

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Farr Construction Corporation dba. Resource Development Company - XRT9EK6UNB43	775-356-8004	All work but what is listed below.	0075026	Unlimited	All work but what is listed below.
Raymond Brothers Construction Inc. DUNS- 0949175489 UEI-X3JJJM3JD2V7	775-356-0150	Building	0012481C	Unlimited	Building.
Mesa Energy System Inc/Emcor Services YKHNBNNMYDANS	949-460-4625	Plumbing	0073520	Unlimited	Plumbing.
NONE.					

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

Contractor's Signature - **Jeff Farr, President****08/13/24**

Date

Telephone No. **775-356-8004**

CHECK ONE:

- ☒ 5 – 8 hour days
☐ 4 – 10 hour days

WAGE COMPARISON WORKSHEET

Project Name **Carson City Quill Water Treatment Plant Rehabilitation Project** Location **Carson City, NV** Date **08/13/24**

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Carpenter	—	—	—	1	41.98	16.44	58.42			58.42	58.42		58.42	State
truck driver	—	—	—	1	22.28	0	22.28	33.58		33.58	33.58		33.58	State
Forman		4A	—	1	—	—	—	51.53		51.53	51.53		51.53	State
Laborer	4	4	—	1	30.55	15.02	45.57	49.03		49.03	49.03		49.03	State
Operator		10A		1	33.37	17.25	50.62	72.88		72.88	72.88		72.88	State
Notes:														

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.

Note* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE:

08/13/24

Company Name: Farr Construction Corporation dba. Resource Development Company


 - Jeff Farr, President

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: **PWP# CC-2024-359 - Bid 25300022 Project # P350521004** Contractor: **Farr Construction Corporation dba. Resource Development Company**

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
NELSON ELECTRIC CO INC 1410 FREEPORT BLVD SPARKS, NV 89431	(775) 358-0643	0016697	Unlimited	☒ Yes ☐ No	Yes ☒ No	Yes ☒ No
SAN JOAQUIN ELECTRIC INC 2342 TEEPEE DRIVES TOCKTON, CA 95205	(209) 952-9980	0067932	Unlimited	Yes ☒ No	Yes ☒ No	Yes ☒ No
MESA ENERGY SYSTEMS INC/ EMCOR SERVICES NEVADA 6295 S PEARL ST #1300 LAS VEGAS, NV 89120	(949) 460-4625	0073520 / 0085759	Unlimited	☒ Yes ☐ No	Yes ☒ No	Yes ☒ No
REYMAN BROTHERS CONSTRUCTION INC 151 S 18TH ST SPARKS, NV 89431	(775)358-0150	0012481C	Unlimited	☒ Yes ☐ No	Yes ☒ No	Yes ☒ No
OVERHEAD FIRE PROTECTION INC 850 E GREG STREET SPARKS, NV 89431	(775) 856-3444	0016599 / 0081101	Unlimited	☒ Yes ☐ No	Yes ☒ No	Yes ☒ No
GARDEN SHOP NURSERY LANDSCAPING DIVISION INC 485 WESTERN ROAD RENO, NV 89506-7685	(775) 358-3080	0027921A / 0054065	3M / 6M	Yes ☒ No	Yes ☒ No	Yes ☒ No
TECHNO COATINGS INC 785 E DEBRA LN ANAHEIM, CA 92805	(714) 635-1130	0012689	Unlimited	Yes ☒ No	Yes ☒ No	Yes ☒ No
NORTHERN NEVADA CONCRETE INC 15520 DONNYBROOK CT RENO, NV 89511	(775) 342-6240	0055920	Unlimited	Yes ☒ No	Yes ☒ No	Yes ☒ No
A & K EARTH MOVERS INC 515 WINDMILL DR FALLON, NV 89406	(775) 423-6085	0024548	Unlimited	Yes ☒ No	Yes ☒ No	Yes ☒ No
F W CARSON CO 1064 TAHOE BLVD INCLINE VILLAGE, NV 89451	(775)831-5008	0044726	Unlimited	Yes ☒ No	Yes ☒ No	Yes ☒ No
SUNSTATE COMPANIES LLC 3101 E CRAIG RD N LAS VEGAS, NV 89030	(702) 798-1776	0079791	Unlimited	☒ Yes ☐ No	Yes ☒ No	Yes ☒ No
				Yes ☐ No	Yes ☐ No	Yes ☐ No

Email to Cakers@carson.org

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further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include section 2 of this document (including sub-sections 2.a to 2.h, inclusive) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The **CITY** further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that the above equal opportunity clause is not applicable to the **CITY** if it does not participate in work on or under the Contract.

The **CITY** agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The **CITY** further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the **CITY** agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the **CITY**; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Appendix II (D) – Davis-Bacon Act & Copeland “Anti-Kickback” Act: For all prime construction contracts in excess of \$2,000 awarded by Carson City:

(a) Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

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(1) Minimum wages —

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the

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wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

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- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its repurchase costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.
- (3) Records and certified payrolls —
- (i) Basic record requirements —
 - (A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
 - (B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
 - (C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
 - (D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) Certified payroll requirements —

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(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than

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permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access —

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job,

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may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to

Federally Funded Projects
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journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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2 CFR Part 200, Appendix II Requirements

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause provided in paragraph 3(b)(1) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include sub-section 3(b) (including all sub-paragraphs thereunder) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) A breach of sub-section 3(b) (including all paragraphs thereunder) may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Appendix II (E) – Contract Work Hours and Safety Standards Act: For contracts awarded by Carson City in excess of \$100,000 that involve the employment of mechanics or laborers, the following applies:

Federally Funded Projects
2 CFR Part 200, Appendix II Requirements

- (a) Compliance with the Contract Work Hours and Safety Standards Act.
- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1) the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1).
- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1).
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4(a)(1) through 4(a)(4) of this document and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4(a)(1) through 4(a)(4) of this document.

5. Appendix II (F) – 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 City (or its 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 City (or its 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.

6. Appendix II (G) – Clean Air Act and the Federal Water Pollution Control Act, as amended:

- (a) Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
- (1) *Clean Air Act.* The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these

Federally Funded Projects
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requirements in each subcontract exceeding \$150,000.

(2) *Federal Water Pollution Control Act.* The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

7. Appendix II (H) – Debarment and Suspension (Executive Orders 12549 and 12689): If the Contract is for a covered transaction purposes of 2 CFR Part 180 and 2 CFR Part 3000, in addition to the requirements at paragraphs 24.1.1 and 24.1.2 of the Contract:

(a) The Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Appendix II (I) – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the Contractor and any subcontractors with subcontracts for more than \$100,000 shall file the required certification set forth at Appendix A of 44 CFR Part 18. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose 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 who in turn will forward the certification(s) to the federal awarding agency.

9. Appendix II (J) – Procurement of recovered materials (2 CFR § 200.323): In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be (1) acquired competitively within a timeframe providing for compliance with the contract performance schedule; (2) meet contract performance requirements; or (3) acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Appendix II (K) – Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216):

(a) *Prohibitions.* Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR 200.216 prohibit the head of an executive

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2 CFR Part 200, Appendix II Requirements

agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception in subsection 10(b) of this document applies, the Contractor and its subcontractors may not use federal funds derived through the Contract to: (i) procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(b) *Exceptions.* Nothing in section 11 prohibits the Contractor from providing: (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to: (i) covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system; or (ii) other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(c) *Reporting Requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the following to the City:

- (1) within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended;

and

- (2) within 10 business days of submitting the information in paragraph 11(c)(1) of this document:

Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of section 11, including this subsection 11(d), in all subcontracts and other contractual instruments.

Federally Funded Projects
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11. Appendix II (L) – Domestic preferences for procurements (2 CFR 200.322): As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

STATE OF NevadaCOUNTY OF Washoe

} SS

I, Jeff Farr (Name of party signing this affidavit and the Proposal Form) President (title).
being duly sworn do depose and say: That Farr Construction Corporation dba. Resource Development Company
(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 **City of Carson City** will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

President

Title

Sworn to before me this 13th day of Aug, 20 24

(SEAL)



Heather Baker
Notary Public, Judge or other Official

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

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Jeff Farr

Name (please type or print)

Signature

President

Title

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Farr Construction Corporation dba. Resource Development Company

Name of Contractor or Subcontractor

Jeff Farr, President

Name and Title of Authorized Representative

Signature

08/13/24

Date

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

[illegible]



PWP# CC-2024-359 - Bid 25300022 Project # P350521004

EPA Project Control Number

United States Environmental Protection Agency
 Washington, D.C. 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Jeff Farr, President

Typed Name and Title of Authorized Representative

08/13/24

Signature of Authorized Representative

Date

Farr Construction Corporation dba. Resource Development Company

☐

I am unable to certify to the above statements. May explanation is attached.

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.

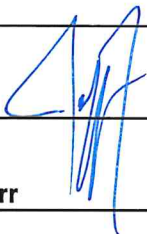
Date 08/13/24

Company Farr Construction Corporation dba. Resource Development Company

Address 1050 Linda Way Sparks, NV 89431

Phone 775-356-8004

Fax Number N/A

Proposer
(Signature) 

Proposer
(Print Name) Jeff Farr

Position
with Company President

Note: This form must be filled in and submitted with the sealed proposal.

Certification of Authorization and Understanding

Project Name: Carson City Quill Water Treatment Plant Rehabilitation Project

Project Number: PWP# CC-2024-359 - Bid 25300022 Project # P350521004

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

Shayla Hoag

Payroll Officer (Name)



Payroll Officer (Signature)

Farr Construction Corporation dba. Resource Development Company

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

- Jeff Farr

President

(Title)

0075026

(Contractor/Subcontractor License Number)

08/13/24

(Date)

Conflict of Interest Disclosure Form

Date: **08/13/24**

Project: **Carson City Quill Water Treatment Plant Rehabilitation Project**

Title: **President**

Name: **Jeff Farr**

Position: **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: **08/13/24**

Unique Entity ID

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by [SAM.gov](https://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.

UEI#: X R T 9 E K 6 U N B 4 3



FARR CONSTRUCTION CORPORATION

Unique Entity ID XRT9EK6UNB43	CAGE / NCAGE 51SB4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 27, 2024	
Physical Address 1050 Linda WAY Sparks, Nevada 89431-6117 United States	Mailing Address 1050 Linda WAY Sparks, Nevada 89431-6117 United States	

Business Information

Doing Business as RESOURCE DEVELOPMENT COMPANY	Division Name (blank)	Division Number (blank)
Congressional District Nevada 02	State / Country of Incorporation Nevada / United States	URL http://www.farrcc.com

Registration Dates

Activation Date Aug 30, 2023	Submission Date Aug 28, 2023	Initial Registration Date Apr 8, 2008
--	--	---

Entity Dates

Entity Start Date Aug 1, 2005	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Aug 30, 2023 02:49:52 PM GMT
https://sam.gov/entity/XRT9EK6UNB43/coreData?status=Active

Active Exclusions Records?

Exhibit B

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

51SB4

Electronic Funds Transfer

Account Type

Checking

Routing Number

****0782

Lock Box Number

(blank)

Financial Institution

BANK OF THE WEST

Account Number

****686

Automated Clearing House

Phone (U.S.)

7753326279

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

7758377661

Remittance Address

Farr Construction Corporation dba Resource

Development Co.

1050 Linda WAY

Sparks, Nevada 89431

United States

Taxpayer Information

EIN

****3793

Type of Tax

Applicable Federal Tax

Taxpayer Name

FARR CONSTRUCTION CORPORATION

Tax Year (Most Recent Tax Year)

2021

Name/Title of Individual Executing Consent

Project Assistant

TIN Consent Date

Aug 28, 2023

Address

1050 Linda WAY

Sparks, Nevada 89431

Signature

Heather Baker

Points of Contact

Accounts Receivable POC

✎

Jim McCarthy, Accounting

jmccarthy@resourcedevelopmentco.com

7753568004

Electronic Business

Exhibit B

 Jeff Farr, President jfarr@resourcedevelopmentco.com 7753568004	1050 Linda WAY Sparks, Nevada 89431 United States
Heather Baker, Project Assistant hbaker@resourcedevelopmentco.com 7753568004	1050 Linda WAY Sparks, Nevada 89431 United States

Government Business

 Jeff Farr, President jfarr@resourcedevelopmentco.com 7753568004	1050 Linda WAY Sparks, Nevada 89431 United States
Nick Stefan, Project Assistant nstefan@resourcedevelopmentco.com 7753568004	1050 Linda WAY Sparks, Nevada 89431 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237990	Other Heavy And Civil Engineering Construction
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors

Product and Service Codes

PSC	PSC Name
Y1EZ	Construction Of Other Industrial Buildings

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$60,000,000.00	150

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 1, 2026

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

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Amendment No. 3 (“Amendment”) to Contract No. 25300256 (“Contract”) with Construction Materials Engineering, Inc. (“CME”), with the Amendment extending the term for performance through December 31, 2027, and expanding the scope of services for the Quill Water Treatment Plant for an additional amount of \$321,180 resulting in a new not-to-exceed Contract amount of \$921,263. (Carol Akers, cakers@carsoncity.gov and Darren Anderson, danderson@carsoncity.gov)

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

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

May 21, 2026 (Item 17A) – The Board of Supervisors (“Board”) approved the budget and Capital Improvement Plan for FY 2027, including \$600,000 for the Project.

May 27, 2025 (Item 5A) – The Board approved the budget and Capital Improvement Plan for FY 2026, including \$900,000 for the Project.

August 7, 2025 (Item 12G) – The Board approved Amendment No. 2 to Contract No. 25300256 with Construction Materials Engineering, Inc., extending the scope of work to include professional services for construction management for the Quill Water Treatment Plant Rehabilitation Project, increasing the contract amount by \$250,514 and extending the agreement through June 30, 2027.

July 16, 2025 – The parties executed Amendment No. 1 to Contract No. 25300256, which solely extended the term for performance of the contract through December 31, 2026.

October 3, 2024 (Item 11B) – The Board awarded Contract No. 25300256 to Construction Materials Engineering, Inc. to provide construction administration, inspection, and material testing services for the Quill Water Treatment Plant Rehabilitation Project.

June 20, 2024 (Item 16B) – The Board approved the augmentation of the FY 2024 budget, including

\$2,500,000 from Infrastructure Capital for the Project.

May 24, 2024 (Item 6A) – The Board approved the budget and Capital Improvement Plan for FY 2025, including \$1,500,000 for the Project.

August 5, 2021 (Item 12B) – The Board approved the American Rescue Plan Act Plan of Expenditure, including \$3,000,000 for the Project.

June 17, 2021 (Item 17D) – The Board approved the augmentation of the FY 2021 budget, including \$7,325,548 in bonds for the Project.

May 20, 2021 (Item 15B) – The Board approved the budget and Capital Improvement Plan for FY 2022, including \$1,000,000 for the Project.

Background/Issues & Analysis

Carson City Public Works outsourced the construction management services of the Quill Water Treatment Plant Rehabilitation Project due to the complexity of the Project and staff availability. The Project has experienced schedule impacts due to factors outside the City's direct control, and it is necessary for CME to support the project through the extended construction period. The original construction timeline was extended due to construction lead times and material procurement, with the initial end date of construction set for March 2026 and the updated completion date set for July 2027. Carson City Public Works requested that CME evaluate and reduce hours during the project's final phases. This conditional reduction is incorporated into the attached proposal.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332; NRS 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Water Fund, Capital Improvements Account 5203505-507010, Project #: P350521004

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Water Utility Capital Improvements Account #5203505-507010 will be reduced by \$321,180 with an available budget of \$908,579.

Alternatives

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

Attachment(s):

[25300256 Amendment 3.pdf](#)

[25300256 Executed Amendment 2.pdf](#)

[25300256 Executed Amendment 1.pdf](#)

[25300256 Executed Contract.pdf](#)

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

Amendment No.: 3

If Consideration will be amended, please indicate amount: Increase compensation amount by \$321,180.

Reason for amendment:

- 1) To extend the contract from December 31, 2026, through December 31, 2027, and
- 2) To increase the contract an additional \$321,180 to provide construction management and administration services as described in Exhibit A to this Amendment, for a new total contract amount of \$921,263.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 25300256, and Amendments No. 1 – 2, thereto, remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

Construction Materials Engineering Inc.:

Name/Title: Jon A. Del Santo P.E., Principal

Signature: _____ Date: _____

CITY

Approved by:

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

Approved as to form by:

District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature: _____ Date: _____

P350521004
5203505-507010

AMENDMENT FOR CONTRACT

Contract No.: 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

Amendment No.: 3

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada, at their publicly noticed meeting of October 1, 2026, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 3 to CONTRACT No. 25300256. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 1st day of October 2026.

ATTEST:

WILLIAM SCOTT HOEN
Clerk-Recorder

DATED this 1st day of October 2026.

P350521004
5203505-507010



QUILL WATER TREATMENT PLANT REHABILITATION PROJECT
SPECIAL INSPECTION & MATERIALS TESTING SERVICES
CARSON CITY, NEVADA

CARSON CITY PUBLIC WORKS

DATE : 5/29/2026

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT					
PROJECT MANAGER	52	2	\$ 190.00	\$ 19,760.00	COORDINATION, CONSULTATION AND REPORTS
PROJECT MANAGER	52	1.5	\$ 190.00	\$ 14,820.00	PRE-CON/PROJECT MEETINGS/SITE VISITS
PROJECT MANAGER	74	2	\$ 190.00	\$ 28,120.00	EXT FROM 2/2/26-7/5/27
VEHICLE	78		\$ 15.00	\$ 1,170.00	
				ADDITIONAL SERVICES \$	28,120.00
FULL TIME INSPECTION					
					52 WEEKS
INSPECTOR REG.	52	40	\$ 140.00	\$ 291,200.00	FULL TIME - 52 WEEKS
INSPECTOR O.T.	52	1	\$ 182.00	\$ 9,464.00	FULL TIME O.T. - 52 WEEKS (1 HR/WEEK)
FULL TIME INSPECTOR REG.	30	40	\$ 140.00	\$ 168,000.00	FULL TIME EXT FROM 2/2/26-8/28/26
PART TIME INSPECTOR REG.	44	20	\$ 140.00	\$ 123,200.00	PART TIME EXT FROM 8/31/26-7/5/27
				ADDITIONAL SERVICES \$	291,200.00
EARTHWORK					
TECHNICIAN REG.	3	3	\$ 125.00	\$ 1,125.00	SUBGRADE/AGG BASE
				ADDITIONAL SERVICES	NONE
UTILITIES					
					COMPACTION TESTING ONLY
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	SANITARY SEWER/STORM DRAIN (~1397 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	BACKWASH WASTE & RECOVERY (~1611 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	FILTERED & DISINFECTED EFFLUENT (~550 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	RAW & FINISH WATER (~314 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	DBR (~915 LF)
				ADDITIONAL SERVICES	NONE
PORTLAND CEMENT CONCRETE (PCC)					
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	SITE WORK (~10 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	SLAB ON GRADES (~100 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	WET WELL SLAB (~15 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	WET WELL WALLS (~25 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	FOOTINGS (~30 CY)
INSPECTOR REG. (SP)	12	0	\$ 125.00	\$ -	INCLUDED IN INSPECTION
INSPECTOR O.T.			\$ 162.50	\$ -	IF NEEDED
				ADDITIONAL SERVICES	NONE
ASPHALT CONCRETE					
SAMPLE RUNNER	1	2	\$ 125.00	\$ 250.00	AC PAVEMENT (~562 TONS)
CORING TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	
				ADDITIONAL SERVICES	NONE
STRUCTURAL STEEL					
INSPECTOR REG. (SP)	6	3	\$ 125.00	\$ 2,250.00	WELDING INSPECTION
VEHICLE	18		\$ 15.00	\$ 270.00	
				ADDITIONAL SERVICES	NONE
EPOXY / ANCHOR BOLTS					
INSPECTOR REG. (SP)	0	3	\$ 125.00	\$ -	INCLUDED IN INSPECTION
VEHICLE	0		\$ 15.00	\$ -	
				ADDITIONAL SERVICES	NONE
LABORATORY TESTING					
MOISTURE DENSITY CURVE	6		\$ 300.00	\$ -	
ASPHALT FULL MARSHALL SERIES	1		\$ 640.00	\$ 640.00	1/500 TONS
CORE UNIT WEIGHTS	1		\$ 270.00	\$ 270.00	SETS OF THREE
CYLINDERS	8		\$ 200.00	\$ 1,600.00	SETS OF FIVE (1/150CY OR 1/DAY- ACI)
				ADDITIONAL SERVICES	NONE
HOLIDAY TESTING & COATINGS					
INSPECTOR REG. (SP)	4	3	\$ 140.00	\$ 1,680.00	COATINGS INSPECTION - 4 TRIPS
VEHICLE	12		\$ 15.00	\$ 180.00	
				ADDITIONAL SERVICES \$	1,860.00

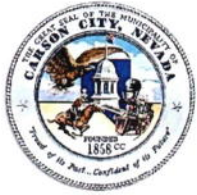


CARSON CITY PUBLIC WORKS

DATE : 5/29/2026

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
			ESTIMATED TOTAL FEE:	\$ 321,180.00	

- NOTES:
- 1. ORIGINAL PROPOSAL ASSUMED 52 WEEKS FOR CONSTRUCTION. INSPECTION & TESTING SERVICES BEGAN 2/3/25.
 - 2. BUDGET EXTENSION COST WORK UP ASSUMES PROJECT FINISHES BY 7/5/27
 - 3. BUDGET EXTENSION COST WORK UP TAKES INTO ACCOUNT PART TIME INSPECTION EFFECTIVE 8/31/26.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 7, 2025

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

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 2 to Contract No. 25300256 ("Contract") with Construction Materials Engineering, Inc. ("CME") to extend the scope of work to provide professional services for construction management ("Services") for the Quill Water Treatment Plant Rehabilitation Project ("Project"), for an additional amount of \$250,514 for a total not to exceed amount of \$600,083, and extending the Agreement through June 30, 2027. (Carol Akers, CAkers@carson.org and Darren Anderson, DAnderson@carson.org)

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

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

October 3, 2024 (Item 11.B) – The Board awarded contract no. 25300256 to CME to provide construction administration, inspection and material testing services for the Project.

September 19, 2024 (Item 20.A) – The Board awarded contract no. 25300022 to Farr Construction Corporation dba Resource Development Company to construct the Project.

Background/Issues & Analysis

CME has already been selected to provide professional services for construction of the Project. It is necessary to amend their contract due to the unexpected loss of Public Works' part-time construction manager assigned to the project and other full-time City staff being fully committed to other on-going projects. Having an expert construction manager will ensure the Project's construction schedule, budget, and quality standards are maintained. This step is essential to keep the project moving smoothly and avoid costly delays. Amending the Contract with CME to provide construction management services will enable the City to ensure that all current and planned projects for this upcoming construction season receive the appropriate levels of oversight.

CME was selected from Public Works' list of qualified professional consultant services (which is compiled biennially through competitive submissions of vendors' statements of qualification) based on their experience and in-depth knowledge of codes and standards related to the construction of these

types of facilities.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332; NRS 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Water Fund, Water Utility Capital Improvements Account #5203505-507010, Project # P350521004 Quill Treatment Plant Rehabilitation Project

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project# P350521004, Water Utility Capital Improvements Account will be reduced by an additional not to exceed amount of \$250,514; available budget is \$1,263,513.91.

Alternatives

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

Attachment(s):

[25300256 Amendment 2.pdf](#)

[25300256 Executed Amendment 1.pdf](#)

[25300256 Executed Contract.pdf](#)

Motion: approved

1) C. G. White
2) White

Aye/Nay

Willie Scott Hoen
(Vote Recorded By)

5/0/0

AMENDMENT FOR CONTRACT

Contract No.: 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

Amendment No.: 2

If Consideration will be amended, please indicate amount: Increase compensation amount by \$250,514.

Reason for amendment: To extend the contract from December 31, 2026 through June 30, 2027 and to increase the contract an additional \$250,514 to provide construction management and administration services as described in Exhibit A to this Amendment, for a new total contract amount of \$600,083.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 25300256, and Amendment No. 1 thereto, remain in full force and effect for the duration of the Contract term.

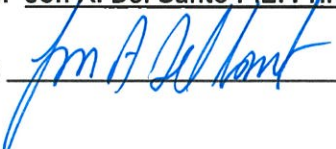
Amendment will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

CONSULTANT

Approved by:

Construction Materials Engineering Inc.:

Name/Title: Jon A. Del Santo P.E. Principal

Signature:  Date: 8-12-25

CITY

Approved by:

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 8/12/2025

Approved as to form by:

District Attorney's Office:

Name/Title: District Attorney or his or her Authorized Designee

Signature:  Date: 8/7/25

P303521004
5203505-507010

AMENDMENT FOR CONTRACT

Contract No.: 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

Amendment No.: 2

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 7, 2025, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 2 to CONTRACT No. 25300256. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 7th day of August 2025.

ATTEST:


WILLIAM SCOTT HOEN
Clerk-Recorder

DATED this 7th day of August 2025.

P303521004
5203505-507010

AMENDMENT FOR CONTRACT

Contract No.: 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

Amendment No.: 1

If Consideration will be amended, please indicate amount: \$0.

Reason for amendment: To extend the contract from December 31, 2025, through December 31, 2026.

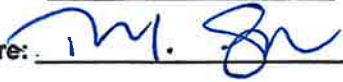
It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature:  Date: 7/16/25

(2) District Attorney's Office:

Name/Title: District Attorney or his/her Authorized Designee

Signature:  Date: 7/16/25

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature:  Date: 7/16/2025

(4) Construction Materials Engineering Inc.:

Name/Title: Jon A. Del Santo, P.E., Principal

Signature:  Date: 7-15-25



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 3, 2024

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 25300256 for Construction Materials Engineers, Inc. ("CME") to provide construction administration, inspection and material testing services for the Quill Water Treatment Plant Rehabilitation Project ("Project") for an amount not to exceed \$349,569. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Staff Summary: This contract is to provide construction administration, inspection and material testing during construction of the Project. CME was selected as a qualified inspection and material testing consultant as part of the 2024-2026 Statement of Qualifications process for Carson City Public Works. This Project was initially approved as part of the Fiscal Year ("FY") 2022 Capital Improvement Plan ("CIP").

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

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Background/Issues & Analysis

CME has been selected to provide inspection and material testing services for the construction phase of the Project. Third party special inspection and material testing is required by International Building Code to ensure buildings and structures meet code minimums and materials have the minimum properties specified by the engineering design. Items requiring special inspection are related to life, safety and property protection, which requires a degree of specialized expertise the City's Public Works Department does not maintain in-house. These services are provided for most projects Public Works delivers; however, the typical contract amount, due to the size and value of our average projects, is smaller and does not meet the purchasing policy's threshold for Board of Supervisors ("Board") approval.

Through the contract, CME will also provide construction administration and observation services. Public Works manages a variety of projects which are generally classified as horizontal construction

(site/civil and underground utility improvements). While there is overlap between the sequencing and phases of a vertical and horizontal construction project, each have their own challenges and unique aspects. Additionally, Public Works will be bidding and constructing several horizontal projects during the timeline for construction of the Project. With our current staffing levels, contracting with CME to provide construction administration and observation services will allow the City to ensure all projects planned this coming construction season receive appropriate levels of oversight.

This is a professional services contract that is not suitable for competitive bidding under NRS 332.115(1)(b) and NRS 625.530(3). CME was selected from Public Work's list of qualified professional consultants (which is compiled biennially through competitive submissions of vendors' statements of qualifications) based on their experience and in-depth knowledge of codes and standards related to construction of facilities like the Project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332; NRS 625.530(3)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project: P350521004
Water Fund Capital Improvements Account / 5203505-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The Project's construction contract went to the Board on September 19, 2024, for approval. As the bids came in higher than expected, staff recommended a funding plan. This contract is part of that plan, and, as stated, will be budgeted when we do our first round of budget roll-forwards in January/February 2025. The City earned excess interest as well as connection fees that will be rolled into the Project Number P350521004, Water Utility Fund-Capital Projects Account 5203505-507010. Total unbudgeted investment earnings in FY 2024 were \$1,150,000 and unbudgeted connection fees for FY 2024 were \$840,000, a total of \$1,990,000 available for roll-forward. This is one of three contracts proposed to receive such budget roll-forwards. There is an integration contract and engineering contract still to be brought forward.

Alternatives

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

Attachment(s):

25300256 DRAFT Contract.pdf

Motion: approved

1) C. Romi
2) White

Aye/Nay

Will Scott
(Vote Recorded By)

5/0

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

THIS CONTRACT is made and entered into this 3rd day of October 2024, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Construction Materials Engineers, Inc., 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 X) (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 X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 25300256** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **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	12/31/24
GL expires	5/29/25
AL expires	5/29/25
PL expires	5/30/25
WC expires	5/21/25

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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

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(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

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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 November 1, 2024, subject to Carson City Board of Supervisors' approval (anticipated to be October 3, 2024) and ends on December 31, 2025 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.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Jon A. Del Santo P.E. Principal
Construction Materials Engineering Inc.
300 Sierra Manor Drive, Suite 1
Reno, NV 89511
775-737-7564
jdelsanto@cmevn.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@carson.org

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 Time and Materials Fee Schedule for a not to exceed maximum amount of Three Hundred Forty Nine Thousand Five Hundred Sixty Nine Dollars and 00/100 (\$349,569.00), 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 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

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 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**.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 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

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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 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

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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 policies provided by **CONSULTANT**.

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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 **CONSULTANT**, 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. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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

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- 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

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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. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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).

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 City Board of Supervisors 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):

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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 City Board of Supervisors. 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. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

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:

CITY

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

By: 

Sheri Russell-Benabou, Chief Financial Officer

Dated 10/10/2024

CITY'S LEGAL COUNSEL

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

By: 

District Attorney or his or her Authorized Designee

Dated 10/3/2024

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

By: 

Dated 10/10/2024

Project # P350521004
Account: 5203505-507010

PROJECT CONTACT PERSON:

Darren Anderson, Project Manager
Telephone: 775-283-7584

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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: Jon A. Del Santo

TITLE: Principal

FIRM: Construction Materials Engineering Inc.

CARSON CITY BUSINESS LICENSE #: BL-003430

Address: 300 Sierra Manor Drive, Suite 1

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-737-7564

E-mail Address: jdelsanto@cmenv.com



(Signature of Consultant)

DATED 10-9-2024

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

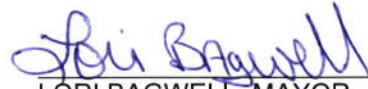
Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 3, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300256**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA


LORI BAGWELL, MAYOR

DATED this 3rd day of October 2024.

ATTEST:


WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 3rd day of October 2024.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300256

Title: Quill Construction Special Inspection and Materials Testing Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Brittany Burrows, email: BBurrows@carson.org

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

300 Sierra Manor Drive, Suite 1
Reno, NV 89511

August 9, 2024

Mr. James Morris
Carson City Public Works Division
201 N. Carson Street
Carson City, Nevada 90701
jmorris@carson.org

**RE: Quill Water Treatment Plant Rehabilitation Project
Carson City, Nevada
Special Inspection and Materials Testing Services Proposal**

Dear Mr. Morris:

CME, Inc. is pleased to provide this cost proposal for special inspection and materials testing services on the referenced project.

It is understood that our scope of work is to provide full-time inspection, on-site material testing and certified IBC 1704 special inspection when required for the project. We propose to provide the inspection and testing required per the project plans dated October 2023. Our special inspector will provide the on-site materials testing of soils, aggregate base, concrete and asphalt. An additional material testing technician will periodically test soils and concrete when needed. All laboratory testing will be performed in our AASHTO accredited Reno laboratory.

Based upon a review of the plans and the requirements of the 2018 IBC Section 1704, we will provide the following services which will require certified special inspection and materials testing:

- *Earthwork Grading*
- *Aggregate Base, Subgrade and Fill Placement*
- *Utility Bedding and Backfill Compaction Testing*
- *Concrete Placement**
- *Asphalt Concrete Placement*
- *Post-Installed Anchorage Inspection**
- *Structural Steel Welding Inspection**
- *Laboratory Testing*

*IBC 1704 special inspection required

A detailed outline including total trips, hours per trip and associated fees is attached for your review.

James Morris
Carson City Public Works Division
August 9, 2024
Page 2

Based on the project plans and our assumed construction schedule we will provide our services for an estimated fee of \$349,569.00. As you know, our services are dependent on your future construction schedule and the scope of work provided. A refined estimate can be provided upon receipt of a project schedule and plans that have been issued for construction. Any changes to your schedule or the anticipated scope may result in a change in cost. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

If this proposal is acceptable to you, please issue a professional service agreement for our execution. We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Jon A. Del Santo, PE
Principal
jdel santo@cmenv.com
Direct: 775-737-7564
Mobile: 775-846-4399

JAD:bm
Enclosure

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**QUILL WATER TREATMENT PLANT REHABILITATION PROJECT
SPECIAL INSPECTION & MATERIALS TESTING SERVICES
CARSON CITY, NEVADA**

CARSON CITY PUBLIC WORKS
DATE : 8/9/2024

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT					
PROJECT MANAGER	52	2	\$ 190.00	\$ 19,760.00	COORDINATION, CONSULTATION AND REPORTS
PROJECT MANAGER	52	1.5	\$ 190.00	\$ 14,820.00	PRE-CON/PROJECT MEETINGS/SITE VISITS
VEHICLE	78		\$ 15.00	\$ 1,170.00	
				\$	35,750.00
FULL TIME INSPECTION					
					52 WEEKS
INSPECTOR REG.	52	40	\$ 140.00	\$ 291,200.00	FULL TIME - 52 WEEKS
INSPECTOR O.T.	52	1	\$ 182.00	\$ 9,464.00	FULL TIME O.T. - 52 WEEKS (1 HR/WEEK)
				\$	300,664.00
EARTHWORK					
TECHNICIAN REG.	3	3	\$ 125.00	\$ 1,125.00	SUBGRADE/AGG BASE
				\$	1,125.00
UTILITIES					
					COMPACTION TESTING ONLY
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	SANITARY SEWER/STORM DRAIN (~1397 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	BACKWASH WASTE & RECOVERY (~1611 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	FILTERED & DISINFECTED EFFLUENT (~550 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	RAW & FINISH WATER (~314 LF)
TECHNICIAN REG.	2	3	\$ 125.00	\$ 750.00	DBR (~915 LF)
				\$	3,750.00
PORTLAND CEMENT CONCRETE (PCC)					
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	SITE WORK (~10 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	SLAB ON GRADES (~100 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	WET WELL SLAB (~15 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	WET WELL WALLS (~25 CY)
TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	FOOTINGS (~30 CY)
INSPECTOR REG. (SP)	12	0	\$ 125.00	\$ -	INCLUDED IN INSPECTION
INSPECTOR O.T.			\$ 162.50	\$ -	IF NEEDED
				\$	2,500.00
ASPHALT CONCRETE					
SAMPLE RUNNER	1	2	\$ 125.00	\$ 250.00	AC PAVEMENT (~562 TONS)
CORING TECHNICIAN REG.	1	4	\$ 125.00	\$ 500.00	
				\$	750.00

CARSON CITY PUBLIC WORKS

DATE : 8/9/2024

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
STRUCTURAL STEEL					
INSPECTOR REG. (SP)	6	3	\$ 125.00	\$ 2,250.00	WELDING INSPECTION
VEHICLE	18		\$ 15.00	\$ 270.00	
EPOXY / ANCHOR BOLTS					
INSPECTOR REG. (SP)	0	3	\$ 125.00	\$ -	INCLUDED IN INSPECTION
VEHICLE	0		\$ 15.00	\$ -	
				\$	-
LABORATORY TESTING					
MOISTURE DENSITY CURVE	6		\$ 300.00	\$ -	
ASPHALT FULL MARSHALL SERIES	1		\$ 640.00	\$ 640.00	1/500 TONS
CORE UNIT WEIGHTS	1		\$ 270.00	\$ 270.00	SETS OF THREE
CYLINDERS	8		\$ 200.00	\$ 1,600.00	SETS OF FIVE (1/150CY OR 1/DAY- ACI)
				\$	2,510.00

ESTIMATED TOTAL FEE: \$ 349,569.00

NOTES:

1. (SP) - SPECIAL INSPECTION REQUIRED
2. BASED ON CME PAYING PREVAILING WAGE RATES FOR MATERIAL TESTING