

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF THE MEETING OF THE
REGIONAL TRANSPORTATION COMMISSION**

Day: Wednesday
Date: August 13, 2025
Time: Beginning immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 pm
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:

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

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

1. Call to Order - Regional Transportation Commission

2. Roll Call

3. Public Comment:**

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

4. For Possible Action: Approval of Minutes - June 11, 2025

4.A Minutes for June 11, 2025
[Click Here for Staff Report](#)

5. Public Meeting Item(s):

5.A For Possible Action – Discussion and possible action regarding a proposed Amendment No. 1 (“Amendment”) to Contract 25300205 (“Contract”) with Lumos &

Associates, Inc. (“Lumos”) for the District 1 Carmine Street Rehabilitation Project ("Project") located on Carmine Street between N. Lompa Lane and Airport Road, increasing the Contract amount by \$32,000 for a revised total not to exceed amount of \$210,700, and changing the scope of the Contract to allow Lumos to complete a geotechnical analysis, sub-surface utility investigation, and agency coordination.

[Click Here for Staff Report](#)

5.B For Possible Action – Discussion and possible action regarding (1) an Interlocal Agreement ("Agreement") with the City of Fernley for the development of a Fernley Safe Routes to School Action Plan ("Fernley Plan") through the Western Nevada Safe Routes to Schools Program ("WNSRTS Program") with the City of Fernley responsible for providing \$5,000 to serve as local matching funds; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments extending the time for performance or increasing the City of Fernley’s local match obligation.

[Click Here for Staff Report](#)

5.C For Possible Action – Discussion and possible action regarding a determination that Titan Electrical Contracting, Inc. ("Titan") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 25300367 ("Contract") for the Appion Way Intersection & Traffic Signal Project (“Project”), located at the intersection of W. Appion Way and S. Carson Street, to Titan for a total not to exceed amount of \$1,577,715, contingent upon additional funding being approved by the Carson City Board of Supervisors (“Board”).

[Click Here for Staff Report](#)

5.D For Possible Action – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“ISS”) is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 26300067 (“Contract”) for the 2025 Long Line Pavement Striping Project (“Project”) to ISS for a total not to exceed amount of \$251,813.

[Click Here for Staff Report](#)

5.E For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”) is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 26300068 (“Contract”) for the 2025 Short Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$291,143.

[Click Here for Staff Report](#)

6. Non-Action Items:

6.A Transportation Manager's Report

[Click Here for Staff Report](#)

6.B Street Operations and Control Systems Reports for May and June

[Click Here for Staff Report](#)

6.C Other comments and reports which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to the RTC, project status reports, and comments or other reports from

the RTC members or staff.
[Click Here for Staff Report](#)

7. Public Comment:**

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

8. For Possible Action: To Adjourn

AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:

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

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

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

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

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

This agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

www.carson.org/agendas

<https://notice.nv.gov>



STAFF REPORT

Report To: _____ **Meeting Date:** August 13, 2025

Staff Contact: _____

Agenda Title: Minutes for June 11, 2025

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

Proposed Motion

I move to approve the minutes, as presented.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[06-11-2025 Minutes \(RTC\).pdf](#)

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

(Vote Recorded By)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.), on June 11, 2025, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chair Lisa Schuette
Commissioner Robert “Jim” Dodson
Commissioner Lucia Maloney
Commissioner Gregory Novak

STAFF: Darren Schulz, Public Works Director
Chris Martinovich, Transportation Manager
Adam Tully, Deputy District Attorney
Kelly Norman, Senior Transportation Planner/Analyst
Casey Sylvester, Transportation/Traffic Engineer
Jared Cragun, Transportation Planner/Analyst
Scott Bohemier, Transportation Planner
Marcus Myers, Transit Coordinator
Tamar Warren, Senior Deputy Clerk

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

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

(5:05:35) – Chairperson Bagwell called the meeting to order at 5:05 p.m.

2. ROLL CALL

(5:05:40) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:06:01) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MAY 14, 2025

(5:06:09) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:06:15) – Vice Chair Schuette moved to approve the minutes of the May 14, 2025, RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.

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5. PUBLIC MEETING ITEM(S):

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE SUBMISSION OF A FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5310 GRANT APPLICATION TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FOR \$200,155 SUBJECT TO A 20 PERCENT LOCAL MATCH ESTIMATED TO BE \$50,039, TO FUND CAPITALIZED OPERATING EXPENSES FOR JUMP AROUND CARSON’S (“JAC”) PARATRANSIT SERVICE, JAC ASSIST.

(5:06:32) – Chairperson Bagwell introduced the item. Mr. Myers provided background and presented the Staff Report with accompanying documents, all of which are incorporated into the record. He also noted a date correction on the proposed resolution (agenda packet page 27) to reflect 2025 instead of 2023. Commissioner Maloney inquired about potential delays in CAMPO funds, and Mr. Myers stated that there would not be any. Chair Bagwell inquired about the \$50,000+ match, and Mr. Martinovich clarified that the match would be 20 percent of the total amount, not just the federal share. There were no public comments, and Chair Bagwell entertained a motion.

(5:12:52) – Commissioner Dodson moved to approve Resolution Number 2025-RTC-R-1 [with the corrected resolution date]. The motion was seconded by Commissioner Maloney and carried 5-0-0.

5.B FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING (1) A PROPOSED RESOLUTION AUTHORIZING THE SUBMISSION OF A FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5339(A) PROGRAM GRANT APPLICATION TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FOR THE PURCHASE OF A TRANSIT VEHICLE FOR A TOTAL AMOUNT OF \$143,859 INCLUDING A REQUIRED 15 PERCENT LOCAL MATCH ESTIMATED TO BE \$21,579 TO PARTIALLY FUND THE PURCHASE OF A TRANSIT VEHICLE, AND (2) A REQUEST FOR CAMPO TO SUBMIT A COMPETITIVE SECTION 5339(B) BUSES AND BUS FACILITIES PROGRAM GRANT APPLICATION TO THE FTA FOR A TOTAL AMOUNT OF \$111,141, WITH THE REGIONAL TRANSPORTATION COMMISSION (“RTC”) PROVIDING THE REQUIRED 20 PERCENT LOCAL MATCH OF \$22,228 TO FUND THE REMAINING COST OF THE TRANSIT VEHICLE, WHICH HAS AN ESTIMATED TOTAL COST OF \$255,000.

(5:13:41) – Chair Bagwell introduced the item. Mr. Myers reviewed the Staff Report and accompanying document, all of which are incorporated into the record, and responded to

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clarifying questions. He also corrected the resolution adoption date (on the agenda packet page 46) to reflect 2025 instead of 2023. Chair Bagwell entertained Commissioner and/or public comments and when none were forthcoming, a motion.

(5:18:16) – Vice Chair Schuette moved to approve Resolution Number 2025-RTC-R-2 and to request that CAMPO submit a Section 5339(b) grant application, with the RTC providing the 20 percent local match, for the purchase of the transit vehicle with the corrected resolution date as discussed. The motion was seconded by Commissioner Maloney and carried 5-0-0.

5.C FOR DISCUSSION ONLY - DISCUSSION AND PRESENTATION REGARDING THE 2025 CARSON CITY PAVEMENT PERFORMANCE MODEL UPDATE TECHNICAL MEMORANDUM (“REPORT”) WHICH ANALYZED THE CURRENT AND FUTURE PAVEMENT CONDITION OF ROADS IN CARSON CITY FOLLOWING A RECENTLY COMPLETED PAVEMENT MANAGEMENT SURVEY (“SURVEY”) CONDUCTED BY THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”).

(5:19:03) – Chair Bagwell introduced the item. Mr. Martinovich gave background on the regional and local roads, presented the Staff Report and the accompanying current and projected pavement conditions report. He also highlighted key learnings from the Pavement Data Collection and Pavement Management System Update report, all of which are incorporated into the record, and responded to clarifying questions. Discussion ensued regarding Polymer Modified Asphalt (PMA) and Non Modified Asphalt (NMA) roads, and Mr. Martinovich clarified that PMA roads are “slightly more expensive;” however, there were not enough data to observe a 30-year road history. He also explained that there are some benefits to PMA roads. This item was not agendaized for action.

5.D FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL FISCAL YEAR (“FY”) 2026 TRANSPORTATION INFRASTRUCTURE PROJECTS FOR PERFORMANCE DISTRICT 3, AS FUNDING PERMITS.

(5:32:15) – Chairperson Bagwell introduced the item. Mr. Martinovich and Mr. Sylvester reviewed the evaluation and selection process for the District 3 projects. Mr. Martinovich presented the FY 26 Transportation Project Budget, incorporated into the record, including the Fuel Tax revenue and allowable uses. Mr. Sylvester reviewed the Project Prioritization process, also incorporated into the record, and highlighted the District 3 Regional and Local Project selections. Mr. Martinovich discussed the District 3 Budget Summary and cautioned that price fluctuations could create price uncertainty. Mr. Sylvester explained that the project design would commence in Fall 2025, with preservation construction beginning in 2026, while rehabilitation projects would begin in 2027.

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(5:41:36) – Chair Bagwell inquired about why Empire Ranch Road (from Carter Avenue to Highway 50 East) had not “made it on the list.” Mr. Sylvester noted that many roads had been rated higher based on safety issues, and Mr. Martinovich cited budgetary issues and noted that they had “looked at prioritizing the good roads and preserving them first over reconstruction of limited segments given the available dollars.” He also stated that regional roads get scored higher than local roads; hence, South Edmonds Drive would score higher than Empire Ranch Road. Commissioner Maloney was informed that work history was a factor; however, it was to preserve the infrastructure, but not to keep working on the same road “over and over again.” Mr. Martinovich stated that if the City lets Edmonds Drive fail, then it would take “multiple millions of dollars to reconstruct that.” He also noted that he was looking into the availability of NDOT’s Surface Transportation Block Grant funds available to CAMPO.

(6:08:25) – Commissioner Dodson believed that the surface treatment and reconstruction of Empire Ranch Road and the surrounding roads for \$750,000 was “a pretty good bang for the buck.” Commissioner Maloney inquired about removing Clear Creek Avenue from the list for now and pursuing it as a separate project after discussions with the Washoe Tribe. Mr. Schulz noted that they had been collaborating with the Washoe Tribe on a sewer project, adding that the discussion had been placed on hold until they receive some answers regarding funding; therefore, he believed they may be apprehensive now. Chair Bagwell wished to understand “why Empire [Ranch Road] costs less money,” but was not being taken into consideration, and why Clear Creek Avenue was being considered. Mr. Martinovich clarified that Clear Creek Avenue was a regional road and Empire Ranch Road was a local road. Chair Bagwell entertained public comments.

(6:21:26) – Mark Costa expressed disappointment that the public had not been present to comment on the document. He believed that the public was concerned about local roads, yet regional roads had received higher Pavement Condition Indices (PCIs). Mr. Costa explained that because of his past experience, he was certain that the City would “not be able to maintain the 200+ miles that we have,” adding that some may become gravel roads.

(6:26:05) – Discussion ensued regarding asphalt grindings, and Commissioner Maloney was informed that they tend to work well when used on low-traffic roads. Mr. Martinovich explained that Staff had not looked into that for Empire Ranch Road, and he was concerned about its availability and higher cost. Commissioner Maloney acknowledged the effort made by Staff; however, she preferred replacing Clear Creek Avenue with Empire Ranch Road. The Commission further discussed the suggestion. Chair Bagwell entertained a motion.

(6:36:41) – Chair Bagwell moved to approve the recommended Performance District 3 projects as presented, with the exception of Clear Creek Avenue, which will be

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swapped out with the US 50 portion of Empire Ranch Road. The motion was seconded by Commissioner Maloney and carried 5-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(6:37:35) – Mr. Martinovich stated that Staff were reviewing the bid item list for road construction projects and were working on becoming “more consistent in how we describe bid items and actions of work”. He also announced a project with the City of Fernley on Safe Routes to School action plan for a few of the schools there using the Transportation Alternatives Program. Mr. Martinovich added that additional Safe Routes to School programs and announced that RTC would not meet in July.

6-B APRIL STREET OPERATIONS AND CONTROL SYSTEMS REPORTS

(6:39:39) – Mr. Martinovich referenced the April 2025 Street Operations Report, which is incorporated into the record, and highlighted the 565 potholes that were repaired. Mr. Sylvester reviewed the Street Operations Division Open Projects Status Report for April 2025, which is incorporated into the record, and responded to clarifying questions.

6-C OTHER COMMENTS AND REPORTS

(6:48:56) – Chair Bagwell referenced the Basic City County Relief Tax (BCCRT) 0.25% Sales Tax and stated that discussions were underway with the Nevada Department of Taxation to dispute the \$152,005 amount for November FY 2025. The Chair believed that the reduced amount could be the result of a new system being used by the State.

7. PUBLIC COMMENT

(6:50:47) – Chair Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:50:55) – Chairperson Bagwell adjourned the meeting at 6:50 p.m.

The Minutes of the June 11, 2025, Carson City Regional Transportation Commission meeting are so approved on this 13th day of August 2025.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Casey Sylvester, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a proposed Amendment No. 1 (“Amendment”) to Contract 25300205 (“Contract”) with Lumos & Associates, Inc. (“Lumos”) for the District 1 Carmine Street Rehabilitation Project ("Project") located on Carmine Street between N. Lompa Lane and Airport Road, increasing the Contract amount by \$32,000 for a revised total not to exceed amount of \$210,700, and changing the scope of the Contract to allow Lumos to complete a geotechnical analysis, sub-surface utility investigation, and agency coordination.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

N/A

Previous Action

May 14, 2025 (Item 5.A) – The Regional Transportation Commission ("RTC") approved the completion of design for certain project elements using Community Development Block Grant (“CDBG”) funding.

August 14, 2024 (Item 5.C) – The RTC approved the award of the Contract to Lumos for a total not to exceed amount of \$178,700.

June 12, 2024 (Item 5.B) - The RTC approved the submission of a grant application for \$124,146 in additional CDBG funding for the Project.

February 14, 2024 (Item 5.C) - The RTC approved a revision to the Project which included advancing preliminary design for the entire Project and completing design for a limited amount of sidewalk (Americans with Disabilities Act ("ADA") improvements using CDBG funding.

September 14, 2022 (Item 5.D) - The RTC approved the submission of a CDBG application seeking \$350,000 for ADA improvements along select portions of Carmine Street.

Background/Issues & Analysis

The Project is located in Performance District 1, along Carmine Street beginning at N. Lompa Lane and ending at Airport Road. The Project was identified in 2022 for rehabilitation for several reasons,

including pavement condition, ADA compliance, and storm water utility needs. Following preliminary scoping, staff performed a detailed stormwater analysis to determine the proposed location of new and necessary storm drainage improvements. The results of that analysis indicated there were extensive challenges with pipe slope, downstream pipe capacity, and conflicts with other utilities. It was determined that additional off-site stormwater improvements were needed prior to reconstructing the entire portion of Carmine Street.

The RTC entered a design agreement with Lumos in August 2024 to screen alternatives for final stormwater and roadway configurations and to take ADA improvements (using CDBG funding) to 100% design. In May 2025, the RTC was presented with alternatives for the sidewalk and storm drainage concepts in order to balance pedestrian connectivity, stormwater impacts, and the utilization of available funding. The RTC approved a recommendation to construct new and rehabilitate existing sidewalks at select locations along Carmine Street between N. Lompa Lane and Bunch Way, pending additional stormwater analysis.

Initial design determined that roadway cross slopes needed to accommodate water flow to the existing stormwater inlets at N. Lompa Lane would be excessive. Additionally, this design had the potential to perpetuate ponding and create new flooding near the intersection with Poole Way. It would not be compatible with the final alternative. To accommodate stormwater, the design was modified to include the construction of an underground stormwater system from N. Lompa Lane to Poole Way.

Staff has been working with Lumos to finalize the design of the identified improvements, ensuring operation of the stormwater system and forward compatibility with the future corridor reconstruction. As the design has advanced, the need for additional geotechnical analysis and subsurface investigation was identified to avoid potential conflicts with other utilities. The Amendment increases the Contract by \$32,000, allowing Lumos to complete these tasks as well as receive review and approval from the Nevada Department of Transportation (“NDOT”) to connect to the existing storm drainage system along the I-580 Freeway.

Design of the project is progressing, and depending on the timing of the coordination with NDOT, the 100% design plans are anticipated to be completed prior to the end of 2025. Additional funding of \$250,000 is available for the Stormwater Improvements, included in the Citywide Minor Improvements budget, and will be transferred to the Project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270, NRS 625.530

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P30352402 - Carmine Street Project
Regional Transportation Fund, Capital Improvements account / 2503035-507010, Stormwater Utility Fund, Capital Improvements account / 5053705-507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Carmine Street Project # P303524002. The total budgeted amount for the project is \$743,000. \$450,000 in CDBG funding for ADA improvements, \$193,000 from the Regional Transportation fund, of which \$32,311 is available in 2503035-507010, and \$100,000 from the Stormwater Utility fund, of which \$75,000 is still available in 5053705-507010. If approved,

\$10,400 from the Regional Transportation fund and \$21,600 from the Stormwater Utility fund will be added to the Contract.

Alternatives

Do not approve the Amendment and provide alternative direction to staff.

Attachment(s):

[5A_RTC_Exhibit 1 - Carmine St Presentation.pdf](#)

[5A_RTC_Exhibit 2 - Contract 25300205 DRAFT Amendment 1.pdf](#)

[5A_RTC_Exhibit 3 - Contract 25300205 Design Contract.pdf](#)

Motion: _____

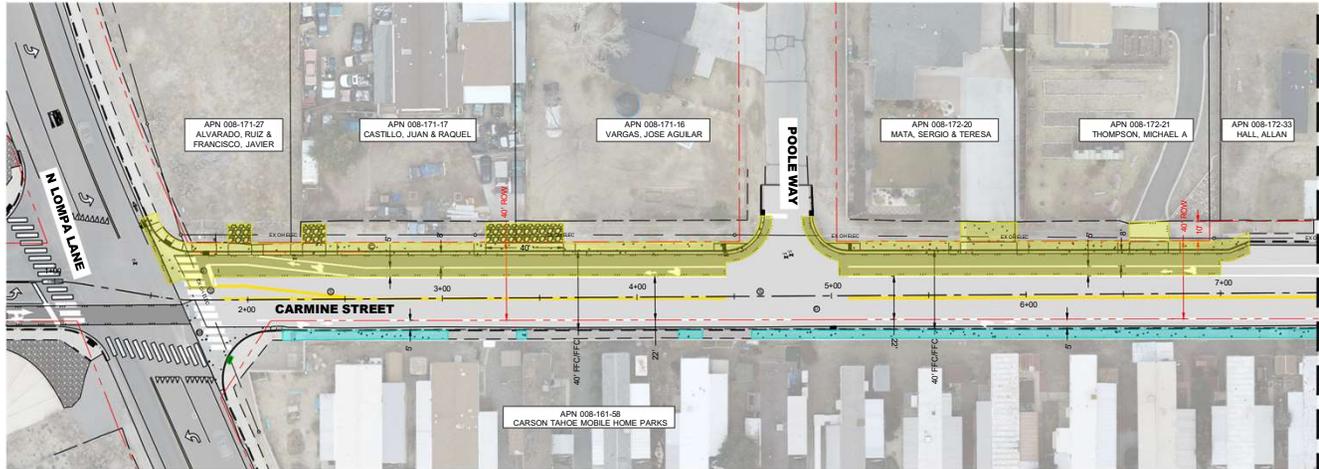
- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Carmine Street Status

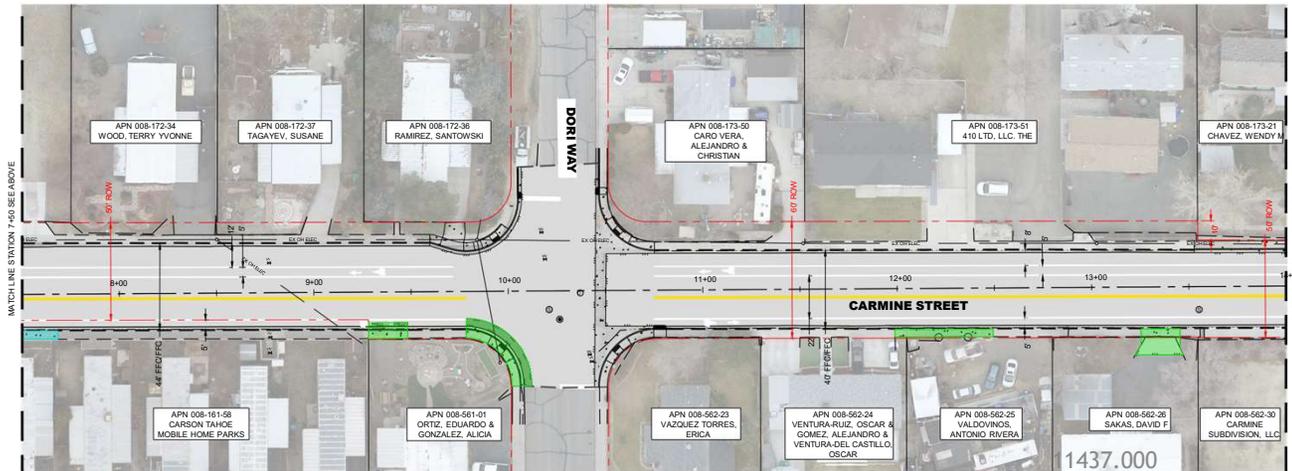
- ▶ The RTC recommended the following in May;
 - ▶ Design and build green areas as show in the following exhibits
 - ▶ Design and build teal areas if right of way acquired
 - ▶ Further investigate yellow areas for drainage needs
- ▶ Completed investigation of yellow area and determined that in order to mitigate flooding concerns, an underground storm drain system is required
- ▶ In order to build a storm drain system, the following is needed:
 - ▶ Investigate the soil through a geotechnical analysis
 - ▶ Investigate existing below ground utility conflicts
 - ▶ NDOT permitting
- ▶ An amendment to the contract is required to the design scope to complete these three elements



- IMPROVEMENTS TO BE INCLUDED IN THE CDHG PROJECT
- IMPROVEMENTS TO BE INCLUDED IN THE CDHG PROJECT - ROW PERMISSION REQUIRED
- POSSIBLE IMPROVEMENTS TO BE INCLUDED IN THE CDHG PROJECT - FURTHER DESIGN REQUIRED - EVALUATE AT 60% DESIGN

LEGEND

- TYPE 1 PCC CURB & GUTTER
- PCC SIDEWALK/PARKING AREA
- AC ROADWAY RECONSTRUCTION
- EXISTING RIGHT-OF-WAY
- EXISTING POWER POLE
- PROPOSED CATCH BASIN
- PROPOSED STORM DRAIN MANHOLE



JOB NO.:



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CARSON CITY PUBLIC WORKS
CARMINE STREET IMPROVEMENT PROJECT
 SURFACE IMPROVEMENT SHEETS
 CARMINE STA 0+50 TO 5+00
 CARSON CITY, NEVADA

REV.	DATE	DESCRIPTION	BY

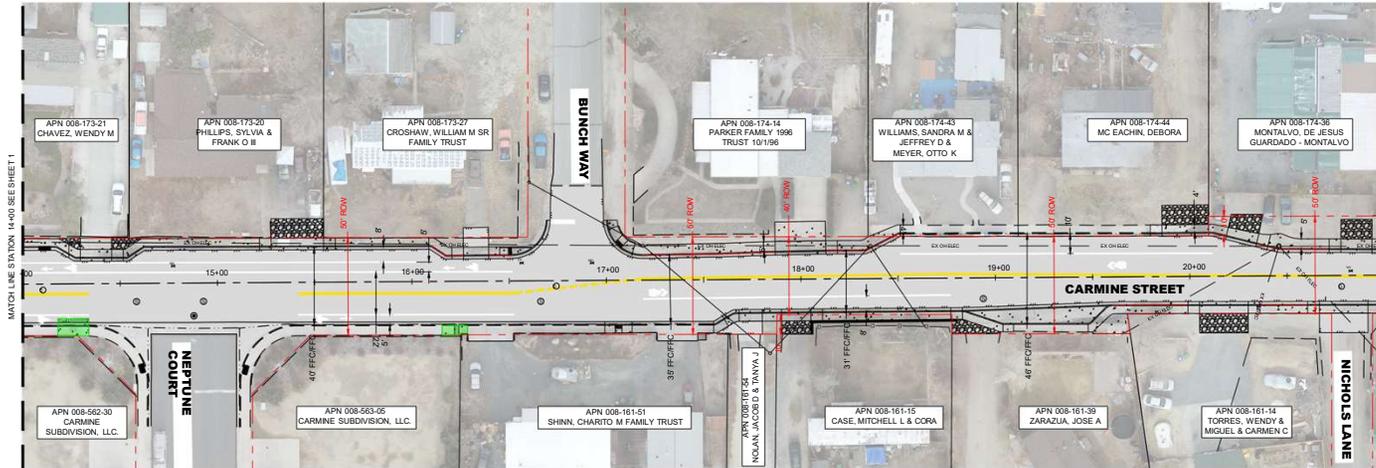
30% SUBMITTAL
 NOT FOR CONSTRUCTION
 APRIL 2023

BAR IS 1 INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

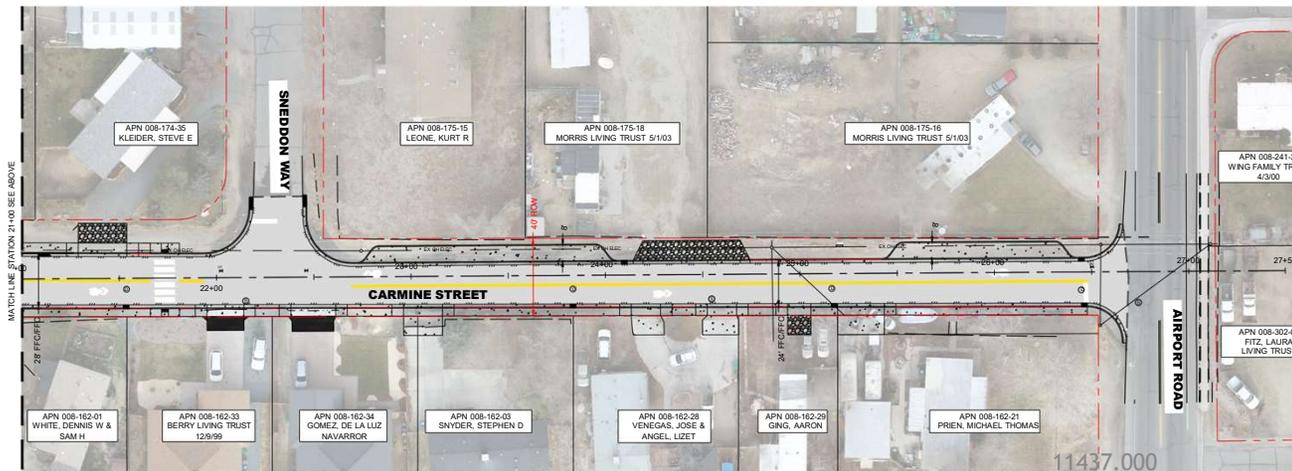
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 DESIGNED BY: OYR/KRM
 CHECKED BY: AUG

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- | | | |
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| <ul style="list-style-type: none"> IMPROVEMENTS TO BE INCLUDED IN THE CD8G PROJECT IMPROVEMENTS TO BE INCLUDED IN THE CD8G PROJECT - ROW PERMISSION REQUIRED POSSIBLE IMPROVEMENTS TO BE INCLUDED IN THE CD8G PROJECT - FURTHER DESIGN REQUIRED - EVALUATE AT 60% DESIGN | <p>LEGEND</p> <ul style="list-style-type: none"> TYPE 1 PCC CURB & GUTTER PCC SIDEWALK/PARKING AREA AC ROADWAY RECONSTRUCTION | <ul style="list-style-type: none"> EXISTING RIGHT-OF-WAY EXISTING POWER POLE PROPOSED CATCH BASIN PROPOSED STORM DRAIN MANHOLE |
|--|--|---|



JOB NO.:



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CARSON CITY PUBLIC WORKS
CARMINE STREET IMPROVEMENT PROJECT
SURFACE IMPROVEMENT SHEETS
CARMINE STA 9+25 TO 14+00
 CARSON CITY, NEVADA

REV.	DATE	DESCRIPTION	BY:

30% SUBMITTAL
 NOT FOR CONSTRUCTION
 APRIL 2023

2

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 DESIGNED BY: OYR/KRM
 CHECKED BY: AUG

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 04/20/2023 10:16 AM - OVR

AMENDMENT FOR CONTRACT

Contract No.: 25300205
Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase compensation by \$32,000.

Reason for amendment: To address design changes required for the Carmine Street Rehabilitation and Stormwater Improvements Project, due to an expanded design scope.

1. Amending the scope of SERVICES, described in Section 2.1, to be the services described in Exhibit A attached hereto and incorporated herein by reference; and
2. Increasing the Contract's not to exceed amount by Thirty-Two Thousand Dollars and 00/100 (\$32,000) for a new total contract amount and Contract Sum of Two Hundred Ten Thousand Seven Hundred Dollars and 00/100 (\$210,700).

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 25300205 remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Regional Transportation Commission and executed by its Chairperson.

CONSULTANT

Approved by:

Lumos & Associates, Inc.

Name/Title: Dan Stucky, Engineering Director

Signature: _____ Date: _____

CITY

Approved by:

City Department: Transportation

Name/Title: Christopher Martinovich, Transportation Manager

Signature: _____ Date: _____

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.: 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

Amendment No.: 1

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission at its publicly noticed meeting of August 13, 2025 approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 25300205. Further, the Regional Transportation Commission authorizes the Chairperson 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/ CHAIRPERSON

DATED this 13th day of August 2025.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of August 2025.



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

Exhibit A

July 29, 2025

11437.000

Carson City Public Works Department
Attn: Brian Elder, P.E.
3505 Butti Way
Carson City, NV 89701

**Subject: Proposal for Geotechnical Investigation and NDOT Permitting
Carmine Street Storm Drain Main Improvements**

Lumos & Associates, Inc. appreciates this opportunity to submit a proposal to provide a Geotechnical Investigation and NDOT permitting for the proposed storm drain improvements construction project located in Carson City, Nevada.

Scope:

For the current scope of work, we propose a field investigation that will consist of one (1) test pit within the Carmine Street roadway in the area proposed for storm drain improvements. Excavation will extend to a depth of approximately fifteen (15) feet, or practical refusal, whichever is less. Lumos will collect samples of each soil type encountered within the test pits and document the existing pavement structural section (Task A).

Additionally, eight (8) potholes will be excavated to locate existing utilities in the area proposed for storm drain improvements (Task B).

We understand Lumos will provide excavating, USA Dig notification, backfill, patching, and traffic control for both Tasks A & B.

Lumos & Associates, Inc. herein proposes to provide laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and our conclusions and recommendations from a geotechnical perspective. Our Geotechnical Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include (Task A & B):

- Identification of all Test Pit and Pothole Locations
- Pavement Structural Section Thickness
- Soil Sampling
- USA Dig Notification
- Excavation/ Backfill/ Patch
- Traffic Control

Laboratory analysis may include (Task A):

- Atterberg Limits
- Grain Size Analysis (including fines and moisture content)

- Soluble Sulfates/pH/Resistivity
- Proctor
- R-Value

Report, Recommendations, and Conclusions (Task A):

- Table of Contents
- Project Location, Background, and Purpose
- Exploration Logs and Maps
- Site Conditions
- Field Investigation
- Soil Types and Classifications
- Laboratory Test Results
- Site Preparation Recommendations
- Pavement Recommendations
- Trench Excavation & Backfill Recommendations
- Construction Procedures
- Ground Water Depth, if Encountered

It is also understood that NDOT will require a permit to connect to the existing reinforced concrete box in Lompa Lane (Task C). Lumos proposes the following scope for this work:

Lumos anticipates the following scope of work relating to NDOT permitting:

- Coordination/meetings with NDOT on preferred improvements for:
 - Connection to the existing box culvert in Lompa Lane.

Anticipated Civil Design Elements:

- Storm Drain improvements, asphalt patching, utility adjustments, striping, and potentially PCC curb and gutter, sidewalk, and pedestrian ramp replacement (depending on NDOT RoW limits).
 - Lumos will provide new improvement design and will produce improvement plans, traffic control plans, and permit application, with the intent of submitting for an NDOT Type VI 'Miscellaneous' Occupancy Permit.

Carson City will submit an Occupancy Permit application prepared by Lumos. Lumos will also provide color-coded improvement plans and documentation pertaining to civil work in accordance with the Nevada Department of Transportation standards. It is anticipated that NDOT will require a Permit Category Type VI 'Miscellaneous Permit'. Carson City will be responsible for submission and processing of the NDOT permit.

Lumos will identify and participate in negotiations if Carson City and NDOT design standards conflict.

Lumos will file a 'Design Variation' request to NDOT with the improvement plan submittal as necessary.

Lumos will provide Carson City the following NDOT permitting documents:

- Title Sheet: providing required information including a vicinity map, NDOT general notes, installation quantities etc.
- Color-coded Plan & Profile, Cross-section and Detail Sheet(s): providing NDOT designated reference materials.
- Support documentation including a Drainage Information form and Technical Drainage Letter, if required. Lumos does not anticipate developing a Final Drainage Report in excess of what was already provided to Carson City during the alternatives analysis phase.
- Traffic control plans reviewed and approved by an ATSSA certified individual.

Assumptions and Exclusions:

In preparing this scope of work, Lumos has made the following exclusions and/or assumptions:

- This scope excludes a Cultural Resource Survey or Underlying Fee Ownership (UFO).
- Lumos assumes the construction schedule will be developed by the General Contractor.
- Utility relocation design for gas facilities, water facilities, and sewer facilities, is excluded. Any conflicts found with the proposed storm drain design through the potholing efforts will be accommodated by a modified storm drain design to the greatest extent possible.
- SWPPP submittal and Erosion Control Plan will be the responsibility of the General Contractor.
- Fees for Agency submittal, reviews and application fees are excluded from the total fee and are the sole responsibility of Carson City.

Fees:

Task A – Geotechnical Investigation and Report - \$10,400

Task B – Potholing - \$12,400

Task C – NDOT Permitting - \$9,200

Total - \$32,000

You can authorize this work by providing an amendment to the existing contract agreement.

If you have any questions, please do not hesitate to contact me at 775.827.6111.

Sincerely,



Alex Greenblat, P.E.
Engineering Group Manager



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 14, 2024

Staff Contact: Casey Sylvester, Transportation/Traffic Engineer

Agenda Title: For Possible Action - Discussion and possible action regarding Contract 25300205 for Lumos & Associates, Inc. ("Lumos") to provide design services for the District 1 Carmine Street Rehabilitation Project ("Project"), for a total not to exceed amount of \$178,700.

Staff Summary: The Contract is for civil engineering services including storm drain analysis, preliminary design of future roadway concepts, and the completion of final design for sidewalk and pedestrian improvements on Carmine Street between N. Lompa Lane and Airport Road. The design is anticipated to be completed by the summer of 2025, with construction expected to begin late in the summer of 2025.

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

Proposed Motion

I move to approve the Contact as presented.

Board's Strategic Goal

N/A

Previous Action

June 12, 2024 (Item 5.B) - The Regional Transportation Commission ("RTC") approved the submission of a grant application for \$124,146 in additional Community Development Block Grant ("CDBG") funding for the Project.

February 14, 2024 (Item 5.C) - The RTC approved a revision to the Project which included advancing preliminary design for the entire project and completing design for a limited amount of sidewalk and American with Disabilities Act ("ADA") improvements using CDBG funding.

September 14, 2022 (Item 5.D) - The RTC approved the submission of a CDBG application seeking \$350,000 for ADA improvements along select portions of Carmine Street.

Background/Issues & Analysis

The Project is located in Performance District 1, along Carmine Street beginning at N. Lompa Lane and ending at Airport Road. The Project was identified in June 2023 for rehabilitation for several reasons, including pavement condition, ADA compliance, and storm water utility needs. Following preliminary scoping, staff performed a detailed storm water analysis to determine the proposed location of new and

necessary storm drainage improvements. The results of that analysis indicated there were extensive challenges with pipe slope, downstream pipe capacity, and conflicts with other utilities. It was determined that additional off-site storm water improvements are needed prior to reconstructing the entire portion of Carmine Street.

Due to the potential impacts and grading changes associated with the additional storm drainage work, as well as the poor condition of the existing pavement, a full reconstruction of the roadway is recommended. Funding has not been identified for the completion of the storm drain or roadway reconstruction; however, CDBG funds have been identified and approved for use on the Project to complete limited pedestrian and ADA upgrades in preparation for the future, larger reconstruction project.

Lumos will provide a detailed analysis of the storm drain needs; complete a preliminary 30% design for the future, larger reconstruction project; and advance the limited sidewalk and ADA upgrades to final design and construction. Construction is expected to begin late in the summer of 2025.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332, 625.530

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Regional Transportation Fund, Capital Improvements account / 2503035-507010, and Stormwater Utility, Capital Improvements account / 5053702-507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Carmine Street Project # P303524002. If approved, Regional Transportation fund, Capital Improvements account, 2503035-507010, with a current budgeted amount of \$153,000, will be reduced by \$153,000; and Stormwater Capital Improvements account, 5053705-507010, with a current budgeted amount of \$100,000, will be reduced by \$25,700.

Alternatives

Do not approve the Contact and provide alternative direction to staff.

Attachment(s):

5C_RTC_Exhibit 1 â€œ Contract 25300205.pdf

Motion: Approved
as discussed

- 1) GN
- 2) LS

Aye/Nay
5-0-0

TW
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

THIS CONTRACT is made and entered into this 14th day of August 2024, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and Lumos and 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 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. 25300205** (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 Regional Transportation Commission, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

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 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;

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

(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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

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.

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 August 26, 2024, subject to Regional Transportation Commission approval (anticipated to be August 14, 2024) and ends on December 31, 2025, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

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.

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

Tim Russell, Engineering Director
Lumos and 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 the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Seventy-Eight Thousand Seven Hundred Dollars and 00/100 (\$178,700.00), 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 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

5.5 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

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.

5.6 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.

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:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 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.

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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 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**

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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.

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

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CONTRACTOR, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

13.12 Deductibles and Self-Insured Retentions: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 Policy Cancellation: Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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.

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Services**

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.

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.

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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 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**

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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 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.

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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:

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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 Regional Transportation Commission 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 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 Regional Transportation Commission. 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.

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29. ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

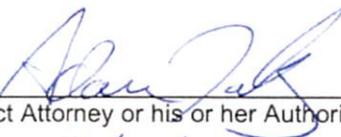
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: 
Sheri Russell-Benabou, Chief Financial Officer

Dated 8/16/2024

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 8/14/24

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 8/16/2024

Account: 2503035-507010 \$153,700
5053705-507010 \$25,000
Project# P303524002

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
775-283-7586

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design 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

TITLE: Engineering Director

FIRM: Lumos and Associates, Inc.

CARSON CITY BUSINESS LICENSE #: BL-003101

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 8/16/2024

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300205

Title: Carmine Street Rehabilitation and Stormwater Improvement Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 14, 2024, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300205**. Further, the Regional Transportation Commission for Carson City, Nevada authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA



LORI BAGWELL, MAYOR, CHAIRPERSON

DATED this 14th day of August 2024.

ATTEST:



WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 14th day of August 2024.



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

July 9, 2024

Via email: belder@carson.org

Mr. Brian Elder
Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Subject: Revised Proposal for Surveying and Engineering Design Services for the Carmine Street Rehabilitation and Stormwater Improvement Project

Dear Brian:

Lumos and Associates, Inc. (Lumos) is pleased to provide Carson City Public Works (City) with this proposal for professional services for the work related to the Carmine Street Rehabilitation and Stormwater Improvement Project.

Project Understanding

The City has identified Carmine Street, a minor collector street, from N/S Lompa Lane to N/S Airport Road as a section of roadway in need of rehabilitation/reconstruction and utility improvements. The City has secured Community Development Block Grant (CDBG) funding for a portion of the project to upgrade pedestrian ramps and sidewalk connectivity, but is looking to allocate future RTC, water, wastewater and stormwater utility funds to the project to fund the full scope of improvements identified during the design process.

Lumos will provide professional engineering services for the Carmine Street Rehabilitation and Stormwater Improvement Project. After scoping discussions with the City, Lumos recommends approaching the project in three different phases:

- Phase 1 will include additional background information gathering and stormwater/roadway alternatives analysis and recommendations.
- Phase 2 will include conceptual design (30%) for the entire corridor with an opinion of probable construction cost which breaks out the different improvement types (i.e. roadway, water, sewer, stormwater) to help identify funding needs.
- Phase 3 will include progressing the conceptual design for a portion of the project to final design to develop a bid package for ADA improvements that will be funded through the available CDBG budget.

In preparation of this proposal, Lumos has based the scope of work and associated fees on receiving documentation/data, from prior planning and design efforts in and around the project vicinity, from the City. A list of these items can be referenced in the Assumptions/Exceptions section of this proposal.

The scope of services for this project will include the following: project management, supplemental topographic surveying and right-of-way (RoW) determination, field investigation of existing utilities, preliminary design, preparation of construction documents for CDBG project, and roadway and stormwater alternatives analysis. These services are divided into tasks as follows:

1. Project Management - includes ongoing meetings and coordination with the City. Quality control and assurance reviews.
2. Supplemental Topographic Survey and RoW Determination - includes additional topographical survey and right-of-way research and mapping.
3. Stormwater alternatives analysis – analyze multiple solutions, such as, underground vs. surface drainage, potential detention areas, and offsite improvements, to address drainage issues and provide a recommendation for City review and consideration.
4. Roadway corridor alternatives workshop – discussion on different potential road widths and impacts to existing improvements and facilities with an emphasis on RoW impacts and ADA connectivity. Travel lane widths, bike facility inclusion, and other striping modifications will be analyzed. No geotechnical investigation is included in this scope.
5. Preliminary Design – 30% level plans and estimate for the entire future corridor project taking into account the preferred alternatives from Tasks 3 & 4 above, including but not limited to, roadway reconstruction, ADA upgrades, condition based concrete replacement, and utility upgrades. Utility upgrades, such as, water and sewer replacement and new stormwater infrastructure, will be schematic in nature with enough detail to generate approximate costs.
6. Final Design & Construction Documents - includes the preparation of construction plans and technical specifications for the CDBG portion of the project only.
7. Project Design Contingency - a contingency budget for additional design services and used only at the direction of the City.
8. Additional Topo/Utility Investigation Contingency – a contingency budget for additional surveying services and used only at the direction of the City.

Each of these tasks are defined in greater detail below.

Project Scope

Task 1 – Project Management

Management of the overall project will include scheduling of Lumos staff resources, regular project updates and correspondence with the City and project team, development of project schedule, quality assurance reviews, budget tracking and invoicing, and meetings with the City, utility agencies, NDOT, and other regulators, as necessary. The project manager will schedule and facilitate a project kickoff meeting with the City. This task also includes monthly virtual project update meetings with City staff. All meetings except for the kickoff meeting will be planned to be held virtually.

Deliverables:

- Monthly invoices
- Meeting agendas and minutes (10 meeting occurrences anticipated)
- Schedule updates as needed

Task 2 – Supplemental Topographic Survey and Right-of-Way Determination

Lumos will prepare a Design Grade Topographic Survey Map at 1" = 20' scale with 1 foot contour interval accuracy in accordance to National Society of Professional Surveyors Standards for the project area. All existing surface improvements and visible evidence of utilities will be located. A minimum of 3 project control points will be established around the project area that can be later used for reference during construction. The basis of bearings and datum for the project will be based upon the Carson City Control Network of 2010.

Utility information will be gathered from local providers and displayed on the base map. Catch basins, storm drain manholes and sewer manholes will be dipped as needed for inclusion into the base map.

Lumos and Associates will gather all relevant record boundary and right-of-way information along the alignment and will use field location of recovered boundary monuments to rectify the record information and assemble a comprehensive right-of-way map for the project area.

Deliverables:

- Electronic copy of digital terrain model and topographic base map for use in preparing design plans

Task 3 – Stormwater Alternatives Analysis

An alternatives analysis summary report will be prepared and submitted to the City. Included in the report will be a description of the alternatives analyzed, hydrologic and hydraulic methodology and criteria used, opportunities and constraints of each alternative, deviations needed, if any from City standards, general drainage considerations, right-of-way and easement considerations, and preliminary construction cost estimates for each alternative.

It is anticipated that three (3) alternatives will be analyzed and consider one or a combination of the following:

- Surface drainage enhancements on Carmine, Nichols, and other N/S intersecting streets along the project corridor
- Underground system that connects in whole to, or a combination based on available capacity of the following:
 - Existing system on Lompa Ln/NDOT regional system running parallel to I-580
 - Existing E/W NDOT system on Hwy 50 via Nichols Ln
 - Airport Ave with potential basin detention behind CVS

Based on the preferred alternative of the City, Lumos will incorporate the desired improvements into Task 5. Assumptions and documentation needed for this task is outlined in the Assumptions / Exceptions section of this proposal.

Deliverables:

- Alternatives Summary with Exhibits, Estimate and Supporting Hydrologic and Hydraulic Calculations

Task 4 – Roadway Corridor Alternatives Workshop

An in-person half day workshop will be conducted with the City to discuss and determine the preferred roadway corridor to be used in Task 5. Various exhibits will be prepared to help facilitate the discussion and will include elements such as:

- Roadway width
- Potential bicycle facilities
- Pedestrian connectivity
- Right-of-Way

The workshop will include discussion on opportunities and constraints, potential standards deviations needed, utility relocation considerations, grading considerations, right-of-way and easement considerations, striping considerations, construction cost, and CDBG final design considerations.

Lumos shall perform a site walk with the Carson City Project Manager to determine replacement limits for curb and gutter, valley gutters, sidewalk, and driveway approaches in accordance with Carson City criteria for curb and gutter, valley gutter, sidewalk, and driveway replacements. Lumos shall identify proposed improvements for existing drainage issues within the project limits. The concrete condition assessment does not account for deficiencies in the corridor in regard to ADA standards and requirements, and it is solely based on the condition of the concrete.

Deliverables:

- Workshop Exhibits
- Workshop discussion minutes

Task 5 – Preliminary Corridor Design

Lumos will prepare preliminary plans (30%) and a preliminary Engineer's Estimate of Probable Construction Cost suitable for City review. These plans will show the preferred alternatives from Tasks 3 & 4 and will incorporate roadway reconstruction (City standard section), necessary right-of-way and/or easement acquisitions, ADA upgrades, condition based concrete replacement, additional sidewalk for pedestrian connectivity, and utility upgrades. Utility upgrades, such as, water and sewer replacement and new stormwater infrastructure, will be schematic in nature with enough detail to generate approximate costs. Lumos anticipates the following to be included:

- Preliminary Cover Sheet and General Notes Sheet
- Preliminary Plan Sheets – Surface and Utility Improvements
- Preliminary Detail Sheets

Deliverables:

- 30% Improvement Plans
- Opinion of Probable Construction Cost

Task 6 – CDBG Project Final Design and Construction Documents (Optional)

Based upon the preferred alternatives in Tasks 3 & 4 and the preliminary plan sheets for the entire corridor in Task 5. Lumos will determine ADA and connectivity upgrades that can move forward and protected in place in future projects. For these improvements, Lumos shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the CDBG project in accordance with the City's standards and requirements.

The final construction plans will be on 11 "x 17" size sheets (half size 22"x34"). The plans will show all elements of project construction including but not limited to curb and gutter, pedestrian ramp, sidewalk, driveway aprons and transitions, permanent asphalt patching, striping, right-of-way lines, control, property information, and any other details necessary for construction.

60% and 100% Improvement plans submittal:

Lumos will submit 60% design plans to the City for review. At a minimum, the 60% design plans will include the following: title sheet, note and legend sheet, index sheet, surface improvement sheets depicting the limits and types of improvements, preliminary grading sheets with existing parcel base information, Right-of-Way, base map of existing conditions, existing utilities, and preliminary detail sheets. An engineer's opinion of probable construction costs will also be included. Pedestrian ramps will be designed, but not graded until Final Construction Documents are provided.

The 100% design plans will include: title sheet, index sheet, note and legend sheet, horizontal control, detail sheets, existing surface features, existing subsurface utilities, surface improvements, and final grading plans (horizontal and vertical) identified for the project. In addition, Lumos will include final, striping and signage plans, pedestrian ramp grading plans, and any other details necessary for construction. Lumos will prepare an updated engineer's opinion of probable construction cost.

The 100% design plans will address all comments generated from the 60% design plan review.

Draft contract documents and technical specifications will be provided at 100% and will reference the latest edition of Standard Specifications for Public Works Constructions (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format. This includes any required contract documents for CDBG funding.

Final Improvement plans and specifications submittal:

The Final plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Notes, Symbol Legend & Abbreviations Sheet
- Index Sheet Map and Horizontal Control
- Surface Improvement Sheets
- Detailed Grading Plans
- Striping and Signage Plan
- Standard Detail Sheets (scales as noted)

The Final contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Opinion of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by Lumos.

The Final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Lumos will prepare final PDFs of the signed and sealed plans

and deliver plans electronically to Carson City Public Works. Signed and sealed Construction Documents shall be delivered to Carson City Public Works electronically in MS Word and PDF format.

Plan Production and Distribution:

At 60%, 100%, and Final project milestones Lumos will submit Electronic files of submittals in .docx and .pdf file formats. The City will be responsible for delivering all sets to the review agencies.

Review Meetings:

At 60%, 100%, and Final project milestones, Lumos will conduct one (1) meeting with the City to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues. Lumos will perform a quality control review of the revisions to ensure comments have been addressed at each submittal stage.

Deliverables:

- 60% Submittal – Improvement Plans and OPCC
- 100% Submittal – Improvement Plans, Contract Documents and Specifications, Revised OPCC
- Final Submittal – Final documents required for bidding the CDBG Project

Task 7 – Project Design Contingency (Optional)

The Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the City, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with Lumos fee schedule. Lumos' standard fee schedule is incorporated into this proposal.

Task 8 – Additional Topo/Utility Investigation Contingency (Optional)

The Additional Topo/Utility Investigation Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are specifically for NDOT facilities and improvements near HWY 50. This work shall be added at the sole discretion of the City, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with Lumos fee schedule. Lumos' standard fee schedule is incorporated into this proposal.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Due to the complexity and current unknowns related to the construction of the project, this proposal does not include construction management, inspection, or materials testing services.
- Geotechnical Investigation is excluded from this proposal.
- Traffic control plans will be provided by the Contractor.
- If permitting services are required of Lumos, the Project Design Contingency task will be utilized.
- The preparation of any Permission to Construct/Right of Entry exhibits or coordination with property owners is excluded from this scope for CDBG Project planned to advance to construction.
- Proposed sewer and water improvements will be directed by the City and shown schematically. No advanced design will occur under this scope of work.

- This proposal does not include any floodplain modeling, analysis, FEMA permitting or FEMA coordination.
- The project delivery method will be a traditional design-bid-build.
- The City will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format. This includes any required contract documents for CDBG funding.
- Items from City to be provided to Lumos:
 - Survey for Nichols Lane from previous project.
 - NDOT plans or survey data for Highway 50 between I-580 and Airport.
 - DOWL's right-of-way documents, if any, along Carmine corridor.
 - For the drainage analysis, we will need any topo you have for the greater area, i.e. the data you use to generate contours displayed in MapGEO or better.
 - Preliminary design work from City on feasibility of some storm drain alternatives.
 - Record drawings of CVS basin on Airport and Carmine.
 - Relevant hydrologic and hydraulic data from the 2020 North Carson Area Drainage Plan (NCADP)

Preliminary Project Schedule

Lumos Agreement to Regional Transportation Commission:	August 14, 2024
NTP Design:	August 19, 2024
Supplemental Topographic Survey and RoW Mapping (Task 2):	September 27, 2024
Stormwater Alternatives Analysis (Task 3):	November 14, 2024
Roadway Alternatives Workshop (Task 4): Tentative Date	October 24, 2024
30% Preliminary Plans (Task 5):	December 20, 2024
60% CDBG Construction Documents (Task 6):	February 13, 2025
Final CDBG Construction Documents (Task 6):	March 27, 2025
Advertise:	April 8, 2025
NTP Construction:	June 2025

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Project Management	\$14,500
Task 2	Supplemental Topographic Survey and Right-of-Way Determination	\$16,400
Task 3	Stormwater Alternatives Analysis	\$44,700
Task 4	Roadway Corridor Alternatives Workshop	\$10,100
Task 5	Preliminary Corridor Design	\$43,000
Task 6	CDBG Project Final Design and Construction Documents (Optional)	\$30,000
Task 7	Project Design Contingency (Optional)	\$10,000
Task 8	Additional Topo/Utility Investigation Contingency (Optional)	\$10,000
Total:		\$178,700

Tasks 1-6 are lump sum. Task 7 and 8 are based on a time and materials using our current fee schedule. 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.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call us at (775) 827-6111 if you have questions.

Sincerely,



Alex Greenblat, P.E.
Sr. Project Manager
Engineering Division



Tim Russell, P.E., WRS
Director
Engineering Division

Budget Breakdown											
Carson City Public Works											
Carmine Street Rehabilitation and Stormwater Improvement Project											
										7/11/2024	
BUDGET ESTIMATE		ENGINEERING						SURVEY		TOTALS	
FEE	\$270	\$240	\$205	\$195	\$180	\$165	\$135	\$270	\$145		
TITLE	GROUP	SR. PROJECT	SENIOR	PROJECT	STAFF	SENIOR	ENGR	TWO-MAN	SURVEY	ROUNDED	
	MANAGER	MANAGER	ENGINEER	ENGINEER	ENGINEER	DESIGNER	TECH 2	CREW	TECH 3	TOTAL	
TASK											
1 - Project Management											
	Sub Total Hrs.	18	40							58	
	Sub Total \$	\$4,860	\$9,600							\$14,500	
2 - Supplemental Topo											
	Sub Total Hrs.		20					30	24	54	
	Sub Total \$		\$4,800					\$8,100	\$3,480	\$16,400	
3 - Stormwater Alternatives Analysis											
	Sub Total Hrs.	24		160			40			224	
	Sub Total \$	\$6,480		\$32,800			\$5,400			\$44,700	
4 - Roadway Corridor Alternatives Workshop											
	Site walk and workshop		6			10				\$3,240	
	Exhibits		4			10		30		\$6,810	
	Sub Total Hrs.		10			20		30		60	
	Sub Total \$		\$2,400			\$3,600		\$4,050		\$10,100	
5 - Preliminary Corridor Design											
	Sub Total Hrs.			10	40		70	160		280	
	Sub Total \$			\$2,050	\$7,800		\$11,550	\$21,600		\$43,000	
6 - CDBG Final Design and Contract Docs											
	Sub Total Hrs.	2	24		30	50		65		171	
	Sub Total \$	\$540	\$5,760		\$5,850	\$9,000		\$8,775		\$30,000	
Task 7 - Design Contingency											
	Sub Total \$									\$10,000	
Task 8 - Additional Topo/Utility Investigation											
	Sub Total \$									\$10,000	
	Subtotal Hrs.	44	94	170	70	70	70	295	30	24	813
	TOTAL DESIGN SERVICES	\$11,880	\$22,560	\$34,850	\$13,650	\$12,600	\$11,550	\$39,825	\$8,100	\$3,480	\$178,700



Engineering	Per Hour
Director	\$285
Group Manager	270
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Hydrogeologist	180/195/205
Staff / Project / Senior Engineer	180/195/205
Assistant / Project / Senior Project Coordinator	140/175/185
Project / Senior Project Designer	155/165
Engineering Technician I / II / III	105/135/145
Construction	Per Hour
Director	\$285
Materials Engineering Manager	250
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Geotechnical Engineer	180/195/205
Construction Services Supervisor / Engineer	160/185
Assistant / Project / Senior Project Coordinator	140/175/185
Geotechnician	160
Inspector / Senior Inspector (includes nuclear gauge)	150/160
Construction Technician I / II / III	115/125/135
Materials Technician I / II / III (includes nuclear gauge)	105/115/125
Administrative Technician	85/95/105
Surveying	Per Hour
Director	\$285
Group Manager	270
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Surveyor	180/195/205
Assistant / Project / Senior Project Coordinator	140/175/185
Photogrammetrist / Photogrammetry Manager	155/180
GIS Analyst	135
Surveying Technician I / II / III	90/135/145
Party Chief	180
Administrative & Other Services	Per Hour
Administrative Support	\$125
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.75

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Scott Bohemier, Safe Routes to School Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding (1) an Interlocal Agreement ("Agreement") with the City of Fernley for the development of a Fernley Safe Routes to School Action Plan ("Fernley Plan") through the Western Nevada Safe Routes to Schools Program ("WNSRTS Program") with the City of Fernley responsible for providing \$5,000 to serve as local matching funds; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments extending the time for performance or increasing the City of Fernley’s local match obligation.

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

Proposed Motion

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as future amendments extending the time for performance or increasing the City of Fernley’s local match obligation.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The WNSRTS Program is operated and managed by Carson City Public Works and provides guidance and services to schools in Carson City, Douglas County, Lyon County, and Storey County through a Cooperative Agreement with the Nevada Department of Transportation ("NDOT") which requires a 5% local match.

In 2020, a Carson City Safe Routes to School Action Plan was approved by the Carson City Regional Transportation Commission ("RTC"), which identified projects and safety improvements within a 1-mile radius of eight schools in Carson City. In 2022, the RTC approved the WNSRTS Program to work in conjunction with Douglas County to complete a Safe Routes to School action plan in Douglas County, with Douglas County providing the local match for this effort. These planning documents have proved to be successful documents in guiding the WNSRTS Program, Carson City, and Douglas County in making transparent and meaningful investments to the infrastructure around schools.

This Agreement will support the development of a Fernley Plan, which will provide the same types of

benefits and improvements for students in Fernley who walk, bike, and roll to school. With the goal of eliminating student crashes that result in injury or death, the WNSRTS Program and the City of Fernley can use the Fernley Plan to help prepare safer infrastructure and meaningful programmatic changes. The Fernley Plan will provide guidance for making strategic investment decisions related to future infrastructure and funding opportunities.

The Fernley Plan will be developed through a professional services contract between the RTC and a qualified professional. The total estimated cost for developing the Fernley Plan is \$100,000; 95% of the cost is reimbursable under the cooperative agreement with the NDOT. The estimated 5% local match required to complete the Fernley Plan is \$5,000, and the Agreement makes the City of Fernley responsible for the match.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180; NRS 277A.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Federal Grant Project # G304002526; Regional Transportation Fund, Safe Routes to School Department, Operating Expense Account #2503040-500625, and Lyon County Revenue 2503081-437561.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Project # G304002526 amounts will remain unchanged. Funding received by the RTC through the Agreement with the City of Fernley will be applied to cover the 5% local match for the Fernley Plan.

Alternatives

Do not approve the Agreement and provide alternative direction to staff.

Attachment(s):

[5B_RTC_Exhibit 1 - SRTS Interlocal Agreement with Fernley.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT FOR SAFE ROUTES TO SCHOOL PLANNING STUDY

This AGREEMENT is dated this _____ day of _____, 2025, by and between CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter “CITY”), and the CARSON CITY REGIONAL TRANSPORTATION COMMISSION, a political subdivision of the State of Nevada (hereinafter “RTC”). CITY and RTC may be individually referred to as “Party” and collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

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

WHEREAS, 23 U.S.C. § 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a Safe Routes to School Program (“SRTS Program”) for the benefit of children in primary, middle, and high schools; and

WHEREAS, RTC, at its June 12, 2024, meeting, approved an agreement with the Nevada Department of Transportation (“NDOT”) concerning funding and oversight for a Western Nevada SRTS Program (“NDOT Agreement”) through 23 U.S.C. § 402, to (1) enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, projects covered by the SRTS Program and NDOT Agreement currently require a five percent (5%) local match; and

WHEREAS, RTC and Carson City manage the Western Nevada SRTS Program and associated activities within Carson City, Douglas County, Lyon County, and Storey County; and

WHEREAS, the purpose of this Agreement is to set the terms for CITY and RTC to utilize the SRTS Program to complete a Safe Routes to School Action Plan (“PLAN”) for five (5) schools in the CITY, as described by the scope of work attached hereto as

Attachment “A”, and to manage PLAN development and completion through the procurement of professional services; and

WHEREAS, this Agreement will further the goals of the SRTS Program and benefit the CITY and the people of the State of Nevada;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. Term of Agreement: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on September 30, 2026, unless terminated earlier in accordance with Section 2 of this Agreement.

Section 2. Early Termination: Either Party may terminate this Agreement with or without cause by providing not less than 30 days’ written notice to the other Party.

Section 3. Responsibilities of RTC: RTC agrees to provide the following services relating to the PLAN:

- A. Provide project management for the PLAN through staff from the Transportation Division of the Carson City Public Works Department.
- B. Issue a Request for Qualifications (“RFQ”) to procure consultant support for PLAN development (“Consultant”).
- C. Select and contract with Consultant for PLAN development.
- D. Provide monthly updates to CITY’s project manager regarding PLAN development.
- E. To be responsible for all costs associated with the PLAN, except (1) any costs that will not be reimbursed through the SRTS Program and NDOT Agreement, and (2) any local match owed under the SRTS Program and NDOT Agreement.
- F. Provide the completed PLAN to CITY prior to termination of this Agreement.
- G. Provide NDOT with budget tracking, invoicing, and reimbursement information concerning the PLAN, as required by the NDOT Agreement.
- H. Ensure all terms and conditions associated with the NDOT Agreement are met.

Section 4. Responsibilities of CITY: CITY agrees to perform the following:

- A. Select a project manager for CITY to serve as the CITY representative to collaborate with the Consultant and RTC's project manager and to facilitate PLAN development.
- B. Participate in all PLAN activities including but not limited to; project coordination meetings, data collection and distribution, school activities and outreach events, etc.
- C. Coordinate and lead any presentations to CITY boards and commissions.
- D. Provide assistance to Consultant and RTC related to development of the PLAN, including scheduling meetings, distribution of notifications, and general coordination with CITY entities and representatives including individual schools, the school district, boards and commissions, or other CITY offices, departments, and agents.
- E. Provide any necessary permits, access, or permission for Consultant and RTC staff to develop the PLAN.
- F. Reimburse RTC for any local match paid for the PLAN. The local match for the PLAN shall not exceed five thousand and 00/100 dollars (\$5,000.00), unless CITY's project manager authorizes a higher not-to-exceed amount, in writing, to RTC's project manager.
- G. Reimburse RTC for any costs expended for the PLAN that will not be, or were not, reimbursed through the NDOT Agreement and/or the SRTS Program.
- H. Any projects identified in the completed PLAN that CITY opts to implement will be implemented without further assistance from RTC.

Section 5. Supervision of Services: Subject to CITY's input, RTC will supervise Consultant. Any contract with Consultant will set a not-to-exceed amount to develop the PLAN. RTC will not authorize Consultant to exceed that amount without written authorization from CITY's project manager.

Section 6. Billing and Payment: RTC, or Carson City on behalf of RTC, shall bill CITY quarterly for services and expenses in accordance with this Agreement. Payments by CITY are due within 45 days of the date of billing.

Section 7. Notices: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR RTC:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR CITY:

Lydia Altick, AICP
Deputy City Manager
595 Silver Lace Blvd.
Fernley, Nevada 89408
Tel: (775) 784-9869

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 8. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement must be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 9. Limited Liability; Indemnification: CITY shall indemnify and hold harmless RTC, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CITY's officers, agents, and employees. RTC shall indemnify and hold harmless CITY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of RTC's officers, agents, and employees. CITY and RTC do not waive and intend to assert any and all available NRS chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 10. Severability: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 11. Nevada Law; Jurisdiction: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

Section 12. Ownership of Property: All or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 13. No Third-Party Beneficiary: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 14. Records: Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

Section 15. Public Records; Confidentiality: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

Section 16. Separate Entities: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 17. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 18. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

Section 19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 20. Breach: Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' 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 rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

Section 21. Force Majeure: Neither Party shall be deemed to be in violation of this Agreement 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, 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 Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2025.

CARSON CITY REGIONAL
TRANSPORTATION COMMISSION

CITY OF FERNLEY, NEVADA
City Council

By: _____
Transportation Manager

By: _____
Neal E. McIntyre, Mayor

Attest:

Clerk-Recorder

CITY Clerk-Recorder

Approved as to Legality and Form:

Approved as to Legality and Form:

RTC Deputy District Attorney

CITY Attorney or Designee

2025 City of Fernley SRTS Action Plan Scope of Work

Background and Purpose

The Transportation Division at Carson City Department of Public Works, City of Fernley, and the Western Nevada Safe Routes to School (WNSRTS) program is seeking the professional services of consultants to complete a City of Fernley Safe Routes to School Action Plan that meets the requirements of a safety action plan. This Plan will stem from bicycle and pedestrian school safety reviews at and around schools in the city of Fernley. The scope of work includes, but is not limited to data collection, surveys, evaluation, recommendations for infrastructure improvements, coordination meetings, GIS mapping, implementation reports, presentations, and project management. The consultant will conduct assessments of five (5) schools. School study areas may be combined for co-located schools. WNSRTS staff, comprised of Carson City Public Works and City of Fernley staff, will be available in a limited capacity to assist with the tasks listed below. The consultant will develop a Project Team to include the WNSRTS Staff and Consultant Staff.

Task 1 – School-Specific Coordination Meetings

The consultant will schedule, organize, and conduct school-specific coordination meetings with members of staff from each school to include school officials, principals/assistant principals, school resource officers, crossing guard supervisors, local law enforcement, and, as appropriate, Carson City Public Works and City of Fernley staff. These meetings will be conducted on the same day as the field visits in Task 3.

Task 1 Deliverables:

- School-Specific Coordination Meetings and Agendas
- Comprehensive summary memorandum of school-specific coordination meetings, including attendees, safety issues, topics, and locations discussed
- Information gathered during coordination meetings will be summarized in one (1) Study as part of Task 7

Task 2 – Data Collection

The consultant will be responsible for designing and executing a comprehensive data collection plan to support the Safe Routes to School program and the City of Fernley. This will involve identifying relevant data sets (such as school enrollment figures, traffic volumes, crash data, and demographic information) and developing survey tools to gather insights on student travel behaviors, parent and community attitudes, and any existing barriers to safe travel to and from school. The consultant will conduct surveys in collaboration with schools, analyze collected data, and compile findings into a report with actionable insights to inform program strategies and future planning efforts.

Task 2.1 - Data Collection Kick-Off Meeting with City Staff and Consultants

The consultant will meet with Staff and data collection volunteers to identify which GIS attributes to collect. The consultant will set appropriate metadata format standards as necessary.

Task 2.2 – Locate, Collect, and Attribute New Feature Classes & Update Existing

The consultant will develop a team to conduct the collection of the necessary data. The data should be relevant to schools and within a two-mile radius of a given school.

Sample of Data to be Collected/Compiled/Updated

1. Sidewalks
2. Bike Facilities
3. Marked Crosswalks
4. Pedestrian Signals
5. Crossing Guard Locations
6. School Bike Racks
7. Bicycle & Pedestrian Crash Data
8. Curb Ramps
9. Traffic Signs
10. Fernley Land Use and Zoning
11. Information on existing studies or master plans that may impact the 2-mile radius around each school site
12. Information on policy or procedures for the municipalities that pertain to bicycles, pedestrians, transit, or schools
13. American Community Survey (ACS) 5-year estimates (2016-2020) data and any other relevant socioeconomic data

As part of this task, the consultant will:

1. Coordinate with staff on data collection techniques and standardization
2. Perform spot checking of collected data to ensure accuracy
3. Develop, distribute, and review the Parent SRTS Survey and analysis of results

Task 2 Deliverables:

- Summary analysis of the Parent SRTS Survey and analysis processed file data (.pdf and .xls formats)
- Information gathered during this task will be summarized in one (1) City of Fernley Safe Routes to School Action Plan as part of Task 7

Task 3 – Assessment Studies

Task 3.1 – Existing Conditions Analysis

Based on the data collected under Task 2, the consultant will conduct an existing conditions analysis within the school walk/bike zone for each school site. This analysis will include roads, streets, railroads, trails, proposed trails, sidewalks, proposed sidewalks, crossing guard locations, traffic flashing signals, school-related flashing signals, traffic signals, pedestrian signals, public

parcels, school-owned parcels, and municipal boundaries. The consultant team will also analyze the relevant pedestrian/bicycle crash data to identify potential systemic countermeasures and/or crash hotspot treatments.

Task 3.2 – Conduct Field Visits

Each school site will be the subject of an in-depth field visit by the consultant team. Conducting comprehensive field visits at each school location will form the bedrock of a truly holistic School Safety Review. Field visits will be conducted following a kick-off meeting as detailed in Task 1. Following the kick-off meeting, the team will collect data in the walk/bike zone (as needed) and identify any potential issues before observing the drop-off and pick-up periods. As part of this effort, the consultant team will observe the entry and exit of pedestrians, bicyclists, and vehicular traffic during the peak 30 minutes of entrance and exit. The field visits will include photo documentation of any observed safety issues around each school.

Task 3.3 – Provide GIS Data

Collected data will be provided in a GIS format for use in mapping and analysis of project locations. The consultant team will be available to provide technical assistance with the compilation of datasets into correct formats, as needed.

Task 3.4 – Produce GIS School Maps for City of Fernley Safe Routes to School Action Plan

The consultant will create specific maps in GIS format for each school study using existing data and data collected/updated by the consultant, along with Staff during Task 2, including:

1. Existing Sidewalk, trail, multi-use paths or other bike facility locations
2. High Pedestrian/Bicycle Crash Locations and Bicycle Pedestrian Traffic Patterns
3. Crossing Guard Locations (if applicable)
4. Existing Land Use Map
5. Existing School Campus Travel Patterns
6. Improvements Map with Facility, Infrastructure, and Other Recommendations
7. All studied City of Fernley Schools with recommendations

Task 3 Deliverables:

- Summary memo of observations during site field visits, including interviews, safety issues, observations, etc.
- GIS maps for each studied school
- Esri File Geodatabase from Task 3.4 (showing preliminary improvements and recommendations)
- Information gathered during this task will be summarized in one (1) City of Fernley Safe Routes to School Action Plan as part of Task 7

Task 4 – Implementation Reports

Task 4.1 – Produce a School Improvements Prioritization Report

To focus limited resources and make infrastructure improvements in the highest-needed areas first, the consultant will use the data-driven prioritization methodology to rank improvements identified in the plan.

The project evaluation criteria, in addition to the SRTS 6 “E’s”, will include:

- Safety: The project addresses safety issues
- Connectivity: The project improves or provides connectivity to one or multiple schools
- Accessibility: The project works to improve ADA accessibility to one or multiple schools
- Cost-Effectiveness: The project creates a specific benefit within a reasonable cost

These evaluation criteria will be combined with socio-economic data, including:

- American Community Survey 2020 (ACS) data on median household income
- ACS 2020 data on household car ownership
- Free and reduced-price meal data for the school
- Other data identifying potential disadvantaged community status, such as race and ethnicity or other factors, based on consultation with agency staff

The project team will score the project list according to the approved prioritization methodology to develop a school prioritization report. The Report will identify two categories of improvements:

1. Along the roadway (sidewalk completeness, connectivity, and accessibility)
2. Crossing and within the roadway (bicycle network connectivity and completeness, pedestrian, and bicycle crossing amenities)

An Administrative Draft School Prioritization Report will be provided for review, and the project team will revise the memo based on a single set of consolidated, internally consistent comments.

Task 4.2 Create a GIS Safety Improvement Plan

The consultant will develop a comprehensive GIS Improvement Plan for the study area. The GIS Improvement Plan will be delivered to WNSRTS in two ways, 1) as a single layer for the entire study area identifying all individual projects across all school walk/bike zones, and 2) as individual layers showing the projects within the walk/bike zone for each of the five (5) schools. This will help ensure that the projects identified help create a logical network of pedestrian and bicycle routes for school children across the city. The project team will revise the GIS Improvement Plan based on a single set of consolidated, internally consistent comments.

Task 4 Deliverables:

- Administrative Draft School Prioritization Report
- GIS Improvement Plan
- Work completed and information gathered during Task 4 will be summarized in one (1) City of Fernley Safe Routes to School Action Plan as part of Task 7

Task 5 – Outreach and Presentations

5.1 Outreach and Engagement

To assist with the development of the City of Fernley Safe Routes to School Action Plan, the consultant will identify a committee, task force, implementation group, or similar public outreach body charged with the plan’s development, implementation, and monitoring. All

meetings shall be documented with attendees, specific outcomes and recommendations identified. The consultant shall develop a summary of all public outreach.

5.2 Presentations

The project team may perform presentations throughout the project to various boards and commissions. These may include presentations to the following:

1. Lyon County School Board
2. City of Fernley
3. Carson City RTC
4. Public Meetings

Feedback and comments provided by attendees at each meeting will be gathered and summarized by the consultant and incorporated in the SRTS Plans.

Task 5 Deliverables:

- Public outreach summary
- Up to five (5) presentations, as requested by WNSRTS staff (PowerPoint and Adobe PDF formats)
- Feedback provided by attendees at each presentation will be summarized in one (1) City of Fernley Safe Routes to School Action Plan as part of Task 7

Task 6 – Project Management, Invoicing, Progress Reports

Streamlined progress reports will be developed each month to accompany monthly invoices. The consultant will maintain a close level of correspondence with WNSRTS staff, including regular updates.

Task 6 Deliverables:

- Monthly Invoices and Progress Reports
- Regular correspondence with and updates to the Staff and Project Team

Task 7 – Final Report and Project Materials

The consultant will compile all work products developed during Tasks 1-5 into one (1) City of Fernley Safe Routes to School Action Plan. The Plan will incorporate and address the comments and feedback received from project stakeholders throughout the project and identify specific safety issues for each school. The Plan will highlight specific short and long-term recommendations for infrastructure improvements at each school. The consultant will produce both a digital PDF and an interactive final map for each school to embed into their website at their convenience. This map will help parents have a better understanding of the planned improvements and better online access to resources. Additionally, the consultant will create a master list of engineering and programmatic improvements across all walk/bike zones that indicates which school or schools benefit, and the general timeframe for / priority of implementation for each improvement.

Task 7 Deliverables:

- School Transportation Action Plan maps for each school (digital PDF format and html code for interactive maps)
- Draft City of Fernley Safe Routes to School Action Plan study
- Final City of Fernley Safe Routes to School Action Plan study



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Casey Sylvester, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Titan Electrical Contracting, Inc. ("Titan") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 25300367 ("Contract") for the Appion Way Intersection & Traffic Signal Project (“Project”), located at the intersection of W. Appion Way and S. Carson Street, to Titan for a total not to exceed amount of \$1,577,715, contingent upon additional funding being approved by the Carson City Board of Supervisors (“Board”).

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

Proposed Motion

I move to award the Contract as presented contingent upon Board allocation of additional funding, to authorize the District Attorney’s Office to make any changes needed to the Contract’s compensation term to conform to the Board’s action, and to authorize the Public Works Director to approve expenditure of 10% contingency, if needed.

Board's Strategic Goal

N/A

Previous Action

October 12, 2022 (Item 5.C) – The Regional Transportation Commission (“RTC”) approved Phase 2 of Contract 21300284 for design services with HDR Engineering, Inc. (“HDR”) to complete final design of the Project.

March 9, 2022 (Item 5.F) – The RTC approved design Contract 21300284 with HDR for preliminary design of the Project.

Background/Issues & Analysis

The Project is an intersection improvement project located in Performance District 4 and includes roadway modifications and traffic signal construction at the intersection of S. Carson Street and W. Appion Way. This Project will be signaling the existing three legs of the intersection; however, the traffic signal construction will accommodate a future fourth leg to the east.

This Contract is for all labor, materials, tools, and equipment necessary for Project improvements, which consists of constructing a traffic signal. Work will also include modifications to approach lanes and to existing concrete medians to accommodate new approach lane configurations. The not-to-exceed

amount of \$1,577,715 includes the base bid amount of \$1,434,286 plus a 10% contingency amount of \$143,429. The engineer’s estimate for the Project was \$1,092,076. The Project bids exceeded the engineer’s estimate, and the Project will require an additional \$195,841 in funding to fund the Contract amount, allow for construction management, and complete materials testing. The Project has received funding from developer contributions, Congressionally Designated Spending, Redevelopment Area funds and Regional Transportation funds. An additional \$149,841 in Redevelopment Area funds and \$46,000 in Regional Transportation funds will be added to the Project for these added costs. The allocation of additional Redevelopment Area funds for the Project will be considered during the August 21, 2025, Board meeting.

A bid opening was held at 2:30 p.m. on June 25, 2025, via online Cisco Webex bid opening. Two bids were received. Present during the bid opening were: Titan, Par Western Line Contractors, Mark Temen, Guillermo Munoz, Jessica Park, Matt Bradley, and Carol Akers.

Staff recommended award to Titan as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

<u>Contractor</u>	<u>Base Bid</u>
Par Western Line Contractors	\$ 1,439,094.00
Titan	\$ 1,434,285.80

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P751021002 - Appion Intersection Improvements
 Regional Transportation fund, Capital Improvements account / 2503035-507010
 Redevelopment Revolving fund, Capital Improvements account / 6037510-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the Redevelopment Revolving fund, Capital Improvements account / 6037510-507010, with a current available budget of \$327,094, following the increase of \$149,841, will be reduced by \$297,094; and the Regional Transportation fund, Capital Improvements account / 2503035-507010, with an available budget of \$1,299,034 following the increase of \$46,000, will be reduced by \$1,280,621.

The Redevelopment Revolving Fund has unanticipated revenues from FY 2025 that can roll-forward and be made available for this project. Regional Transportation Fund, Infrastructure Capital account has a current FY 2026 budget of \$2,068,969.

Alternatives

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

Attachment(s):

[5C_RTC_Exhibit 1 - Contract 25300367..pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal Project

THIS CONTRACT made and entered into this 13th day of August 2025, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Titan Electrical Contracting Inc., hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 25300367**, titled **Appion Way Intersection & Traffic Signal 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 Regional Transportation Commission and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the “**WORK**.” This Contract incorporates the following attachments, and a **CONTRACTOR’S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 25300367 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 in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal 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:

Ryan Greenhalgh, President
Titan Electrical Contracting Inc.
5450 Mill St. Ste. 100
Reno, NV 89502
775-691-3759
email: ryan@titanelectric.biz

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

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Four Hundred Thirty Four Thousand Two Hundred Eighty Five Dollars and 80/100 (\$1,434,285.80).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal 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: 25300367

Title: Appion Way Intersection & Traffic Signal 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

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is finished.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

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(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

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(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

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

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal Project

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

25. LOBBYING:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same 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: 25300367

Title: Appion Way Intersection & Traffic Signal 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.

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
District Attorney or his or her Authorized Designee

Dated _____

Dated _____

**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

**Contract# 25300367
Project# P751021002
Account # 6037510-507010 \$297,094.00
2503035-507010 \$1,137,191.80**

By: _____

Dated _____

PROJECT CONTACT PERSON:

Guillermo Munoz, Project Manager
Telephone: 775-283-7363

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal 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: Ryan Greenhalgh

TITLE: President

FIRM: Titan Electrical Contracting Inc.

CARSON CITY BUSINESS LICENSE #:000577

NEVADA CONTRACTORS LICENSE #: 0090896

Address: 5450 Mill St. Ste. 100

City: Reno **State:** NV **Zip Code:** 89502

Telephone: 775-691-3759

E-mail Address: ryan@titanelectric.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 25300367

Title: Appion Way Intersection & Traffic Signal Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 13, 2025, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300367** and titled Appion Way Intersection & Traffic Signal Project. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of August 2025

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of August 2025

PERFORMANCE BOND

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

Bond #: _____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 25300367** and titled **Appion Way Intersection & Traffic Signal 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.

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____

as Principal, hereinafter called

CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 25300367** and titled **Appion Way Intersection & Traffic Signal 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.



25300367 (PWP CC-2025-352) Addendum 8 Titan Electrical Contracting Supplier Response

Event Information

Number: 25300367 (PWP CC-2025-352) Addendum 8
 Title: Appion Way Intersection & Traffic Signal Design
 Type: Invitation for Bid
 Issue Date: 4/30/2025
 Deadline: 6/25/2025 02:00 PM (PT)
 Notes: **The bid opening date and time has been extended to Wednesday, June 25, 2025 at 2:00 p.m.**

Title | Appion Way Intersection & Traffic Signal Design
Project No. | P751021002
PWP No. | CC-2025-352

Engineer's Estimate | \$1,092,076

Funding | This project is federally funded through CDBG.

BABAA | This project is subject to BABAA requirements.

Type | This project is deemed a horizontal construction project.

Pre-Bid Meeting | This project will conduct a non-mandatory pre-bid meeting at CCPW Conference Room C, 3505 Butti Way, Carson City, NV on Wednesday, May 7, 2025 at 3:30 PM.

DBE | There are no Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement. However, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it shall affirmatively ensure that in regard to any contract entered into, certified DBE/SBE firms shall be afforded full opportunity to submit bids and proposals in response

to our invitation and shall not be discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, the City encourages bidders to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program. Exhibit A

Summary | Installation of traffic signals to the S. Carson Street and W. Appion Way intersection, modifying the existing concrete median to accommodate a U-turn lane on southbound S Carson Street, removing the concrete island on W. Appion Way to accommodate a left turn lane for eastbound traffic from W. Appion Way onto S. Carson Street, and improving sidewalks and crosswalks at the intersection.

Note that document

***37.List_of_Subcontractors_&_Suppliers_Bidding_Form* is now required at the time of bid submission.**

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: cakers@carson.org

Titan Electrical Contracting Information

Contact: Ryan Greenhalgh
 Address: 5450 Mill St. Ste.100
 Reno, NV 89502
 Phone: (775) 857-4500
 Fax: (775) 857-7076
 Toll Free: (775) 857-7076 x775
 Email: bids@titanelectric.biz

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

Ryan Greenhalgh

Signature

Submitted at 6/25/2025 01:52:20 PM (PT)

ryan@titanelectric.biz

Email

Requested Attachments

03.Vendor_Information_&_UEI_Form

Due with bid submission.

03.Vendor_Information_&_UEI_Form - Complete.pdf

04.Bidder_1%_Subcontractor_Info

Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to CAkers@carson.org *GC MUST SELF-LIST*

No response

05.Bidder_5%_Subcontractor_Info

Due with bid submission. *GC MUST SELF-LIST*

05.Bidder_5%_Subcontractor_Info - SIGNED.pdf

06.Bid_Bond_Form

Due with bid submission.

06.Bid_Bond_Form - Complete.pdf

07.Statement_of_Non-Collusion

Due with bid submission.

07.Statement_of_Non-Collusion - SIGNED.pdf

08.Conflict_of_Interest_Disclosure_Form

Due with bid submission.

08.Conflict_of_Interest_Disclosure_Form - Complete.pdf

09.Certification_of_Authorization_&_Understanding

Due with bid submission.

09.Certification_of_Authorization_&_Understanding - COMPLETE.pdf

10.Certification_for_BABAA

Due with bid submission when BABAA applies.

10.Certification_for_BABAA - COMPLETE.pdf

13.References

Due with bid submission.

Project Reference Letter - Signed.pdf

14.Wage_Comparison_Worksheet

Due with bid submission.

14.Wage_Comparison_Worksheet COMPLETED.pdf

15.23USC112(c)_Debarment_&_Suspension_Affidavit

Due with bid submission.

15.23USC112(c)_Debarment_&_Suspension_Affidavit - COMPLETE.pdf ^{Exhibit A}

16.Lobbying_Certification_31USC1352

Due with bid submission.

16.Lobbying_Certification_31USC1352 - COMPLETE.pdf

17.Lobbying_Disclosure_Form_SF-LLL

Due with bid submission.

17.Lobbying_Disclosure_Form_SF-LLL - SIGNED.pdf

22.Disclosure_of_Interest_Form

Due with bid submission.

22.Disclosure_of_Interest_Form - COMPLETE.pdf

28.CDBG_Certification_Regarding_EEO

Due with bid submission.

28.CDBG_Certification_Regarding_EEO - COMPLETE.pdf

30.CDBG_Contract_Provisions_Required_Clauses

Due with bid submission.

30.CDBG_Contract_Provisions_Required_Clauses - COMPLETE.pdf

33.CDBG_Race_Neutral_DBE_Goal

Due with bid submission.

33.CDBG_Race_Neutral_DBE_Goal - COMPLETE.pdf

34.CDBG_Sec3_Certifications

Due with bid submission.

34.CDBG_Sec3_Certifications - COMPLETE.pdf

35.CDBG_Sec3_Clause_Contractors_Plan_Form

Due with bid submission.

35.CDBG_Sec3_Clause_Contractors_Plan_Form - COMPLETE.pdf

36.CDBG_Sec3_Work_Force_Breakdown_Form

Due with bid submission.

36.CDBG_Sec3_Work_Force_Breakdown_Form - COMPLETE.pdf

37.List_of_Subcontractors_&_Suppliers_Bidding_Form

Due with bid submission. *NEW DEADLINE*

37.List_of_Subcontractors_&_Suppliers_Bidding_Form - COMPLETE.pdf

Bid Attributes

1	<p>Substitutions & Revisions</p> <p>No substitution(s) or revision(s) to this Bid Proposal form will be accepted. Carson City will reject bids with any substitution(s), revision(s), or other alteration(s) to this Bid Proposal form.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
----------	--

2	<p>Acknowledgement of Addendum/Addenda</p> <p>Bidder acknowledges receipt of ___ addendum/addenda for this solicitation.</p> <p style="border: 1px solid black; display: inline-block; padding: 2px;">8</p>
----------	--

3 License Requirements

Exhibit A

All bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting its bid.

All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their portion of the work. A subcontractor named by the bidder who is not properly licensed for the portion of the work is not acceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discovery of the exception and before any further work on the project is undertaken.

For federally assisted contracts, all requirements for such shall apply and any contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a recognized classification to perform the work in connection with the award of the contract to them.

Acknowledged

4 Required Postings & Notices

All bidders must review and acknowledge the provisions in the document titled [Ref09.Postings_&_Notices_Requirements.pdf](#) as part of this submission. This form is available on the "Attachments" tab. Note: Jobsite poster requirements, if applicable, are listed in the Special Conditions.

Acknowledged

5 Vendor Information & UEI

Bidders must return the document titled [03.Vendor_Information_&_UEI_Form.pdf](#) as part of this submission.

For federally assisted contracts, bidders must also include a valid UEI number provided by SAM.gov and attach a copy of the SAM.gov UEI printout to the above document.

Acknowledged

6 References

All bidders must provide a document on company letterhead and name the upload [13.References.pdf](#) as part of this submission. This letter must include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years with the following information:

Company Name & Mailing Address
Company Phone & Email
Project Title
Scope of Work & Dates of Performance
Amount of Contract

If the letter does not include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years, then it must also list the bidder's qualifications for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Acknowledged

7 Prevailing Wage & Davis-Bacon

Exhibit A

All bidders must acknowledge the State of Nevada Prevailing Wages provided in the document titled [Ref06.2025_Prevailing_Wage_Rates_Amd02.pdf](#) as part of this submission. This document is available on the "Attachments" tab.

All bidders must acknowledge the Davis-Bacon Wage Determination provided in the documents titled [Ref07.HIGHWAY_WAGES_NV20250057\(mod1\).pdf](#) as part of this submission. This document is available on the "Attachments" tab.

Northern Nevada Rural Counties Prevailing Wage Rates are published October 1 each year and are applicable to Public Works Projects over \$100k that are Bid/Awarded between October 1 of the publication year and September 30 of the following year.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works. Davis-Bacon Wage Determinations are published throughout the year and are updated as-needed. Davis-Bacon Wage Determinations will be verified two (2) weeks before bid opening and again two (2) days before of bid opening.

Acknowledged

8 Apprenticeship Utilization Act Requirements

Senate Bill 82 significantly amended NRS 338.01165, otherwise known as the Apprenticeship Utilization Act (AUA). All bidders must review the document titled [Ref08.SB82_Regulations.pdf](#) as part of this submission. This form is available on the "Attachments" tab.

All bidders must acknowledge that as General/Prime Contractor, you and your subcontractors will comply with all requirements of the AUA and SB 82 for this project, unless a modification, waiver, or exemption applies.

Acknowledged

9 BABAA Requirements

Exhibit A

All bidders must review the document titled [Ref10.OMB_Memo_M-24-02.pdf](#) as part of this submission. This form is available on the "Attachments" tab.

All bidders must acknowledge that as General/Prime Contractor, you and your subcontractors will comply with all requirements of the Build America, Buy America Act (BABAA) and include this document with any contract pertaining to this project.

The Build America, Buy America Act (BABAA) expands the requirements of the Buy America Act to include permanently incorporated construction materials on federal-aid projects. A "construction material" as defined under BABAA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

Non-ferrous metals;

Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;

Glass (including optic glass);

Lumber; or

Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials. All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The General Contractor agrees to submit a [49.Certification_of_Materials_Origin.pdf](#) to certify construction materials comply with Buy America and BABAA requirements as specified above. This form is available on the "Attachments" tab.

Certifications must be submitted prior to installation of the material or product. Unless a Certification of Materials Origin form has been provided, the materials will be considered of foreign origin.

Acknowledged

10 BABAA Self-Certification

All bidders must return the form titled [10.Certification_for_BABAA.pdf](#) as part of this submission. This form is available on the "Attachments" tab.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency.

Contractors and subcontractors understand that no federal funding assistance for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABAA domestic preference requirement. Such disclosures shall be forwarded to the City who, in turn, will forward the disclosures to the federal awarding agency.

Acknowledged

1 1	<p>Title VI Exhibit A</p> <p>All bidders must include in all subcontracts the Additional Contract Provisions related to Title VI of the Civil Rights Act of 1964 provided in the document titled Ref11.Contract_Provisions_TitleVI.pdf for this project. This document is available on the "Attachments" tab.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
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1 2	<p>DBE Goal</p> <p>Bidder acknowledges the established DBE goal of ____% for this project. <i>(Enter the percentage as #.# or 0.0 if there is no set DBE goal.)</i></p> <p>If no (0.0%) Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement have been set, then in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, we, the Bidder, have ensured that any contract entered into, certified DBE/SBE firms have been afforded full opportunity to submit bids and proposals in response to our invitation and have not been discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, we have made the effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.</p> <p style="border: 1px solid black; display: inline-block; padding: 2px 10px;">0</p>
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1 3	<p>Execution of Bid Proposal</p> <p>By acknowledging this clause, I hereby do depose and say that I am the Owner or Authorized Agent of the Bidder and that I have read and agree to abide by this Bid Proposal which may include but is not limited to the following:</p> <p>Bidder Instructions, Bid Plans/Drawings, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Reports, Bid Bond, Proposal Summary, Contract Award Instructions, and Any subsequent Addenda to this Solicitation that may be published.</p> <p>Furthermore, we recognize and understand the terms, conditions, and requirements thereof. If our bid is accepted, we, the Bidder, agree to furnish and deliver all materials except those specified to be furnished by the City (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.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
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Bid Lines

1	<p>Package Header</p> <hr/> <p>Schedule A: Base Bid Items</p> <p>Quantity: <u> 1 </u> Total: \$1,434,285.80</p> <p>Package Items</p> <hr/> <p>1.1 MOBILIZATION / DEMOBILIZATION / INSURANCE / BONDS</p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: \$92,000.00 Total: \$92,000.00</p>
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1.2 TRAFFIC CONTROL

Quantity: 1 UOM: LS Unit Price: Total:

1.3 STORMWATER POLLUTION PROTECTION

Quantity: 1 UOM: LS Unit Price: Total:

1.4 REMOVE PLANTMIX PAVEMENT

Quantity: 8522 UOM: SF Unit Price: Total:

1.5 REMOVE CURB AND GUTTER

Quantity: 48 UOM: LF Unit Price: Total:

1.6 REMOVE CONCRETE ISLAND AND CURB

Quantity: 5862 UOM: SF Unit Price: Total:

1.7 REMOVE SIDEWALK

Quantity: 234 UOM: SF Unit Price: Total:

1.8 REMOVE AND REPLACE DELINEATORS FROM ISLAND

Quantity: 3 UOM: EA Unit Price: Total:

1.9 REMOVE STRIPING

Quantity: 1 UOM: LS Unit Price: Total:

1.10 REMOVE SIGN AND POST

Quantity: 10 UOM: EA Unit Price: Total:

1.11 REMOVE AND SALVAGE EXISTING STREET SIGN AND POST

Quantity: 1 UOM: LS Unit Price: Total:

1.12 REMOVE AND AND SALVAGE / REINSTALL STREET SIGN, SIGN AND POSTS

Quantity: 1 UOM: LS Unit Price: Total:

1.13 REMOVE STREETLIGHT AND FOUNDATION

Quantity: 2 UOM: EA Unit Price: Total:

1.14 REMOVE AND REPLACE BOLLARDS

Quantity: 2 UOM: EA Unit Price: Total:

1.15 CONSTRUCT CONCRETE MEDIAN

Quantity: 1109 UOM: SF Unit Price: Total:

1.16 CONSTRUCT MEDIAN CURB

Quantity: 594 UOM: LF Unit Price: Total:

1.17 PCC SIDEWALK

Quantity: 262 UOM: SF Unit Price: Total:

1.18 CONSTRUCT CURB RAMP

Quantity: 295 UOM: SF Unit Price: Total:

1.19 CONSTRUCT RAMPED MEDIAN ISLAND NOSE

Quantity: 75 UOM: SF Unit Price: Total:

1.20 PLANTMIX PAVEMENT

Quantity: 8221 UOM: SF Unit Price: Total:

1.21 8" SOLID WHITE STRIPEQuantity: 48 UOM: LF Unit Price: Total: **1.22 4" SOLID DOUBLE YELLOW STRIPE**Quantity: 96 UOM: LF Unit Price: Total: **1.23 10" SOLID WHITE STRIPE**Quantity: 196 UOM: LF Unit Price: Total: **1.24 6" SOLID YELLOW STRIPE**Quantity: 292 UOM: LF Unit Price: Total: **1.25 REFRESH EXISTING STRIPING**Quantity: 1 UOM: LS Unit Price: Total: **1.26 24" WHITE STOP BARS**Quantity: 158 UOM: LF Unit Price: Total: **1.27 24" WHITE CROSSWALK**Quantity: 340 UOM: LF Unit Price: Total: **1.28 LEFT TURN ARROW**Quantity: 1 UOM: EA Unit Price: Total: **1.29 U-TURN ARROW**Quantity: 3 UOM: EA Unit Price: Total: **1.30 TRAFFIC SIGNAL TYPE POLE 35 A AND TYPE 35 B**Quantity: 4 UOM: EA Unit Price: Total: **1.31 SIGNAL HEAD**Quantity: 17 UOM: EA Unit Price: Total: **1.32 PEDESTRIAN POLE- TYPE 1-B**Quantity: 3 UOM: EA Unit Price: Total: **1.33 PEDESTRIAN HEAD**Quantity: 3 UOM: EA Unit Price: Total: **1.34 NEW STREET SIGN PANEL**Quantity: 9 UOM: EA Unit Price: Total: **1.35 NEW STREET SIGN POST**Quantity: 9 UOM: EA Unit Price: Total: **1.36 NO. 3.5 PULL BOX**Quantity: 3 UOM: EA Unit Price: Total: **1.37 NO. 5 PULL BOX**Quantity: 4 UOM: EA Unit Price: Total: **1.38 NO.7 PULL BOX**Quantity: 4 UOM: EA Unit Price: Total: **1.39 T200 PULL BOX**Quantity: 1 UOM: EA Unit Price: Total:

1.40 TRAFFIC SIGNAL CONTROLLER CABINET AND FOUNDATION

Exhibit A

Quantity: 1 UOM: EA Unit Price: Total: **1.41 *Line deleted as part of an Addendum*****1.42 OPTICAL DETECTOR**Quantity: 3 UOM: EA Unit Price: Total: **1.43 72 SIGNAL MODE FIBER OPTIC CABLE**Quantity: 1115 UOM: LF Unit Price: Total: **1.44 INTERNALLY ILLUMINATED STREET NAME SIGN**Quantity: 3 UOM: EA Unit Price: Total: **1.45 SIGN, MAST ARM MOUNTED**Quantity: 3 UOM: EA Unit Price: Total: **1.46 PEDESTRIAN PUSH BUTTONS**Quantity: 4 UOM: EA Unit Price: Total: **1.47 15' LUMINAIRE ARMS**Quantity: 8 UOM: EA Unit Price: Total: **1.48 2" PVC CONDUIT**Quantity: 1127 UOM: LF Unit Price: Total: **1.49 3" PVC CONDUIT**Quantity: 1788 UOM: LF Unit Price: Total: **1.50 4" PVC CONDUIT**Quantity: 989 UOM: LF Unit Price: Total: **1.51 SERVICE PEDESTAL**Quantity: 1 UOM: EA Unit Price: Total: **1.52 NEW LOOP DETECTORS**Quantity: 17 UOM: EA Unit Price: Total: **1.53 SIGNS**Quantity: 9 UOM: EA Unit Price: Total: **1.54 INSTALL BOLLARD**Quantity: 1 UOM: EA Unit Price: Total: **1.55 SIGNAL CABLE 15 CONDUCTOR**Quantity: 502 UOM: LF Unit Price: Total: **1.56 SIGNAL CABLE 25 CONDUCTOR**Quantity: 850 UOM: LF Unit Price: Total: **1.57 LOOP LEAD IN CABLE**Quantity: 2091 UOM: LF Unit Price: Total: **1.58 #10 AWG CONDUCTOR (LIGHTING)**Quantity: 1217 UOM: LF Unit Price: Total:

1.59 #8 AWG CONDUCTOR (GROUND)

Exhibit A

Quantity: 670 UOM: LF Unit Price: Total:

1.60 #6 AWG CONDUCTOR (SERVICE)

Quantity: 679 UOM: LF Unit Price: Total:

1.61 EMERGENCY VEHICLE DETECTOR CABLE

Quantity: 63 UOM: LF Unit Price: Total:

1.62 CAT 6 CABLE

Quantity: 330 UOM: LF Unit Price: Total:

1.63 TRENCHING

Quantity: 2400 UOM: LF Unit Price: Total:

1.64 BORING

Quantity: 500 UOM: LF Unit Price: Total:

1.65 *Line deleted as part of an Addendum*

Response Total: \$1,434,285.80

Vendor Profile

Vendor Name

Business Name

dba/Fictitious Name

State of Nevada Business License No.

Carson City Business License No.

Federal ID

*Unique Entity Identifier (UEI)

**Attach copy of SAM.gov UEI printout*

Physical Street Address

City, State, ZIP

Mailing Street Address

City, State, ZIP

Telephone Number

Email

Website URL

Contact Person

Contact Title

Contact Phone

Contact Email

Licensing Information

Nevada State Contractor's License No.

License Classification(s)

Date Issued

Limitation(s) of License

Date of Expiration

Name of Licensee

Disclosure of Principals

(1) Individual and/or Partnership

Address

City, State, ZIP

(2) Individual and/or Partnership

Address

City, State, ZIP

(3) Individual and/or Partnership

Address

City, State, ZIP

(4) Individual and/or Partnership

Address

City, State, ZIP

(5) Individual and/or Partnership

Address

City, State, ZIP

(6) Individual and/or Partnership

Address

City, State, ZIP

Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

Company Name

Authorized Name

Title

Direct Email Address

Direct Telephone No.

Mailing Address

BIDDER SUBCONTRACTOR INFORMATION

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

Contract #:

Contractor: Titan Electrical Contracting, Inc

Project #(s): P751021002; PWP #: CC-2025-352

Address: 5450 Mill St. Ste. 100 Reno, NV 89502

Bid Amount: \$ 1,434,285.80

This information must be submitted by the three (3) lowest bidders **NO LATER THAN TWO (2) HOURS AFTER 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, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS <i>IF FEDERALLY FUNDED, INCLUDE UEI NUMBER</i>	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # <i>(IF APPLICABLE)</i>	LICENSE LIMIT <i>(IF APPLICABLE)</i>	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Granite Construction	775-358-8792	Attached	0093487	Unlimited	Civil, Traffic Control
Titan Electrical Contracting	775-857-4500	Attached	69814	Unlimited	Prime, Electrical, Traffic Control
Nevada Barricade and Sign Co.	775-336-4915	Attached	0052315	Unlimited	Striping, signage
The Narwhal Group	801-839-5131	1.43	0078204	Unlimited	Fiber

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."


Contractor's Signature

06/25/2025

Date

Telephone No. 775-857-4500

BID ITEMS

GRANITE CONSTRUCTION COMPANY	
1.1	1.15
1.2	1.16
1.4	1.17
1.5	1.18
1.6	1.19
1.7	1.2

TITAN ELECTRICAL CONTRACTING INC			
1.1	1.38	1.49	1.61
1.2	1.39	1.5	1.62
1.3	1.4	1.51	1.63
1.13	1.41	1.52	1.64
1.3	1.42	1.55	
1.31	1.44	1.56	
1.32	1.45	1.57	
1.33	1.46	1.58	
1.36	1.47	1.59	
1.37	1.48	1.6	

Nevada Barricade and Sign Co	
1.1	1.24
1.8	1.25
1.9	1.26
1.10	1.27
1.11	1.28
1.12	1.29
1.14	1.34
1.21	1.35
1.22	1.53
1.23	1.54

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

Contract #:

Contractor: Titan Electrical Contracting, Inc

Project #(s): P751021002; PWP #: CC-2025-352

Address: 5450 Mill St. Ste. 100 Reno, NV 89502

Bid Amount: \$ 1,434,285.80

This information must be submitted **AT THE TIME OF BID SUBMISSION**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS <i>IF FEDERALLY FUNDED, INCLUDE UEI NUMBER</i>	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # <i>(IF APPLICABLE)</i>	LICENSE LIMIT <i>(IF APPLICABLE)</i>	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Granite Construction	775-358-8792	ATTACHED	0093487	Unlimited	Civil, traffic control
Titan Electrical Contracting Inc	775-857-4500	attached	69814	Unlimited	Prime, Electrical, traffic control

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."

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.

Contractor's Signature 

Date 06/25/2025

Telephone No. 775-857-4500

BID ITEMS

GRANITE CONSTRUCTION COMPANY

- 1.1
- 1.2
- 1.4
- 1.5
- 1.6
- 1.7
- 1.15
- 1.16
- 1.17
- 1.18
- 1.19
- 1.2

TITAN ELETRICAL CONTRACTING INC

- 1.1 1.38 1.49 1.61
- 1.2 1.39 1.5 1.62
- 1.3 1.4 1.51 1.63
- 1.13 1.41 1.52 1.64
- 1.3 1.42 1.55
- 1.31 1.44 1.56
- 1.32 1.45 1.57
- 1.33 1.46 1.58
- 1.36 1.47 1.59
- 1.37 1.48 1.6

CITY OF CARSON CITY, NEVADA – BID BOND

We the undersigned, Titan Electrical Contracting, Inc., 5450 Mill St., Reno, NV 89502 , as "Principal", and Western Surety Company, 151 North Franklin Street, 17th Floor, Chicago, IL 60606 , as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of **Five Percent of Amount by Principal ***** dollars (\$5% of bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

WHEREAS, the Principal has submitted a bid for Bid # 25300367 PWP # CC-2025-352 for Project Title Appion Way Intersection and Traffic Signal Design

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: May 27, 2025

Titan Electrical Contracting, Inc.
Principal

By: Ryan H. Greenhalgh, President

Western Surety Company
Surety

By: Steven T. Wilkins, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom Wilkins, Melanie Wilkins, Steven T Wilkins, Jared P Wilkins, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2021.



WESTERN SURETY COMPANY

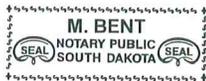
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27TH day of MAY, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CARSON CITY STATEMENT OF NON-COLLUSION

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

Date 06/25/2025

Company Titan Electrical Contracting, Inc.

Address 5450 Mill St. Ste. 100 Reno, NV 89502

Phone 775-857-4500

Fax 775-857-4502

Proposer (Signature) 

Proposer (Print Name) Ryan Greenhalgh

Position with Company President

This form must be submitted with the sealed proposal.

Certification of Authorization and Understanding

Project Name: Appion Way Intersection

Project Number: P751021002

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

Erin Thomson

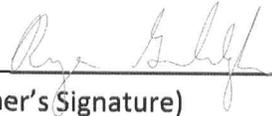
Payroll Officer (Name)



Payroll Officer (Signature)

Titan Electrical Contracting, Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

President

(Title)

69814

(Contractor/Subcontractor License Number)

06/25/2025

(Date)



Consolidated Municipality and State Capital
PUBLIC WORKS

Required Self-Certification for BABAA

For Federal financial assistance programs subject to BABAA, contractors and all subcontractors must sign and submit the following certification to documentcontrol@carson.org.

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

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, 70901-52.

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

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any, and understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and any (if applicable) disclosure.

Company

Date

Name & Title of Authorized Official

Signature of Authorized Official

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112

Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental
Engineering, Transportation, Capital Projects

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

STATE OF Nevada

COUNTY OF Washoe

} SS

I, Ryan Greenhalgh

Name of Party signing this Affidavit and the Proposal Form

President

Title

being duly sworn, do depose and say that

Titan Electrical Contracting, Inc.

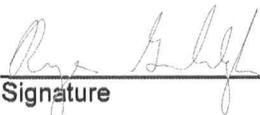
Person, Firm, Association, or Corporation

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)

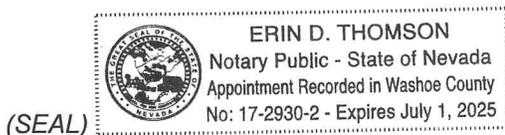
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City of Carson City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, 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 25 day of June, 2025




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.

Name



Signature

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <div style="text-align: center; font-size: 2em; color: red; font-weight: bold;">NA</div>
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Ryan Greenhalgh Title: President Telephone No.: (775) 857-4500 Date: 06/24/2025	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup 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 receipt. 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

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

1. State the names of each “employee” of the City having an “ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named “firm.”

Name	Title	Department

2. State the name of each “official” of the City having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Title	Department

3. State the names of each “board member” of the City Boards, Committees or Commissions having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Board, Commission, or Committee

CERTIFICATION OF BIDDER/CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

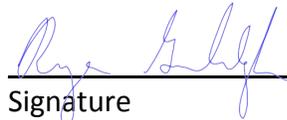
“The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

The Bidder (Contractor) has []has not [] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Contractor) has [] has not [] submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Contractor) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more information.

Name & Title of Bidder/Contractor (Please Type)



Signature

Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

“The Subcontractor shall complete the following statement by checking the appropriate boxes.

The Subcontractor has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more details.

Name & Address of Subcontractor (Please Type)



Signature

Date

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

REQUIRED FEDERAL CLAUSES (Construction Contracts Exceeding \$100,000)

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- 1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to

Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332,

FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, , the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.

- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
- a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
 - b. **Sex**—The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
 - c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

- d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

TERMINATION PROVISIONS

- 1) **Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.
- 2) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) **Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is

permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds \$150,000 in value. Consultant must submit to City the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

Certification requirement for procurement of steel, iron, or manufactured products *(to be submitted with each bid or offer exceeding \$100,000).*

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature  _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.
- 3) **Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.
- 5) **Rights and Remedies** - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant,

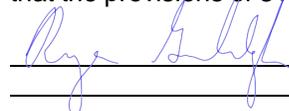
the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


 _____ Signature of Contractor's Authorized Official
 _____ Name/Title of Contractor's Authorized Official
 _____ Date

CLEAN AIR

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the

appropriate EPA Regional Office.

- 2) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.
- 3) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

- 1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate

(including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) **Apprentices and Trainees –**
- (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a

percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility** –(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) **Overtime requirements.** No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to

include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

- 1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BONDING**Bid Bond Requirements (Construction)****(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City) shall prove inadequate to fully recompense City for the damages occasioned by default, then the undersigned bidder agrees to indemnify City and pay over to City the difference between the bid security and City's total damages, so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

- (a) The following situations may warrant a performance bond:
1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
 2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.
- (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

The Contractor warrants to City, the Architect and/or Engineer that all materials and equipment furnished

under this Contract will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.00%. A separate contract goal has not been established for this project.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

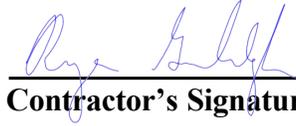
The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

****Disadvantaged Business Enterprise (DBE) Race Neutral Goal ____%******To be filled out by contractor:**

Title of Project: _____ Advertise Bid #: _____

Base Bid / Proposal Amount: \$ _____



Contractor's Signature

Date

DBE Firm Name _____

Confirmation of DBE Participation _____
(signature can be obtained after bid award is determined)

% of Base Bid: _____ Approximate Amount of DBE's Portion: \$ _____

Firm Address: _____

DBE Certification # & Expiration: _____

Contact Person: _____ Phone #: _____

Scope of work:

Duplicate Form for Additional DBE Firms

Site Monitor: _____ Site Visit Date(s): _____

DBE Certification Verified: Yes or No

Does it appear the DBE contractor is:

1. Performing the work specified?
2. Managing their portion of the project and using their employees?
3. Providing the equipment for their items of work?

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Contractor

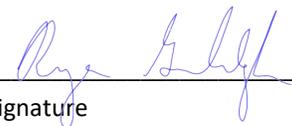
Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract;
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000); and
- c) No segregated facilities will be maintained.

Name & Title of Signer for Contractor

Date



Signature

This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 CLAUSE

CONTRACTOR SECTION 3 PLAN

_____ agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within the City or County of _____.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area;
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area;
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists;
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals;
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities;
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken;
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan;
- H. To list all permanent workforce for this project by job title; and
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of _____,

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

Title

Date

Signature



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SECTION 3 CLAUSE

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE
(REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SECTION 3 ESTIMATED WORK FORCE BREAKDOWN

To be completed by Contractors during the bidding process:

1. Contractor name and Address:		2. Dollar Amount of Contract	3. Project Name	
		4. Construction Manager	5. Phone number:	
Employment & Training				
Job Category	Total Estimated Positions Needed for the Project	No. of Persons Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade				
Apprenticeship				
Other (list)				

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968. Please estimate the number of positions needed for the project and the estimated work force breakdown necessary to complete the project. List the number of new hires for each job category that will be employed on this project that are Section 3 residents or low to moderate income persons. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income or very low-income persons, particularly persons who are recipients of HUD assistance for housing. Nothing shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 ESTIMATED WORK FORCE BREAKDOWN

I. PURPOSE

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who reside in government-assisted housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

II. APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount exceeds \$100,000.

III. DEFINITIONS

Applicant means any entity which makes an application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

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

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

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

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

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

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

- (1) that is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 Business Concern.”

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

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

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

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

- (1) a public housing resident; or
- (2) *a low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)), means families (including single person) whose income do not exceed 80 per centum of the median income for the area; or
- (3) *a very low-income person*, as defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)), means families (including single person) whose income do not exceed 50 per centum of the median income for the area.

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

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

LIST OF SUBCONTRACTORS & SUPPLIERS BIDDING

Contractor	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	NAICS Code for each scope of project work			Age of DBE Firm	DBE Majority Owner Gender

List all Subcontractors and Suppliers providing bids to you for this contract:

Name	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	Subcontractor or Supplier	NAICS Code for each scope of project work		Age of DBE Firm	DBE Majority Owner Gender

Name	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	Subcontractor or Supplier	NAICS Code for each scope of project work		Age of DBE Firm	DBE Majority Owner Gender

Name	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	Subcontractor or Supplier	NAICS Code for each scope of project work		Age of DBE Firm	DBE Majority Owner Gender

Name	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	Subcontractor or Supplier	NAICS Code for each scope of project work		Age of DBE Firm	DBE Majority Owner Gender

Name	Phone	NV Contractor License No	License Limit	DBE or non-DBE	DBE Majority Owner Race
Address	Subcontractor or Supplier	NAICS Code for each scope of project work		Age of DBE Firm	DBE Majority Owner Gender

Use additional sheets as necessary.

**** This form is due at the time of bid. ****

Link to [49 CFR Part 26](#)



June 20, 2025

Carson City
Purchasing & Contracts
201 North Carson Street, Suite 2
Carson City, NV 89701

Subject: Project Reference – Titan Electrical Contracting, Inc.

To Whom It May Concern,

Titan Electrical Contracting, Inc. is pleased to provide this reference as part of the qualification's submission for the **Appion Intersection Improvement Project, Bid No. 25300367**. Below are details for three recent contracts of a similar nature that demonstrates our experience and capabilities in performing the scope of work required.

Project 1: RTC S. Virginia Capacity & Safety Project

Project Owner: Regional Transportation Commission

Project Location: Reno, Nevada

Scope of Work: Roadway Reconstruction including Lighting, Traffic Signals, Meter Pedestals, Utility Relocations and Pedestrian Improvements

Contract Value: \$863,650.00

Completion Date: February 16, 2025

Project 2: RTC Renown South Meadows Traffic Enhancement

Project Owner: Regional Transportation Commission

Project Location: Reno, Nevada

Scope of Work: Install Conduit runs as directed in plans and install signal pole

Contract Value: \$1,385,451.00

Completion Date: July 10, 2024

Project 3: NDOT 3987 USA Pkwy ITS Zones

Project Owner: Nevada Department of Transportation

Project Location: Storey County, Nevada

Scope of Work: Trenching, Conduit, Pull Boxes, Type 7 Light Poles, Meter Pedestal

Contract Value: \$705,140.00

Completion Date: November 8, 2024



Please let us know if you require additional information or further project details. We appreciate the opportunity to submit qualifications for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Bart Steninger", is written over the printed name.

Bart Steninger

Titan Electrical Contracting, Inc.

(M) 775-232-1353

(O) 775-857-4500

bart@titanelectric.biz

Federally Funded Projects
2 CFR Part 200, Appendix II Requirements

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by Carson City under the Federal award must contain provisions covering the following, as applicable.

All language contained within this document supersedes any conflicting language within the Contract documents.

1. Appendix II (A) and (B) – Remedies: See Contract, including, but not necessarily limited to sections 3, 6, 10, 28, and 29.

2. Appendix II (C) – Equal Opportunity Employment: For federally assisted construction contracts:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

Federally Funded Projects
2 CFR Part 200, Appendix II Requirements

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 procurement 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

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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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- (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:

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- (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

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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

Federally Funded Projects
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
2 CFR Part 200, Appendix II Requirements

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.

2 CFR 175 Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity.

(1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (for example, “2 CFR part XX”)].

(b) Provision applicable to a recipient other than a private entity.

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (for example, “2 CFR part XX”)].

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

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:

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).
being duly sworn do depose and say: That _____
(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 **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

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

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.

Name



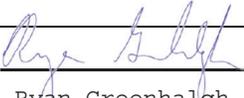
Signature

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <div style="text-align: center; font-size: 2em; color: red; font-weight: bold;">NA</div>
Congressional District, if known:		Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Ryan Greenhalgh Title: President Telephone No.: (775) 857-4500 Date: 06/24/2025	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup 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 receipt. 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Unique Entity ID

Exhibit B

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#: MVKWP2BK8UU9

BID# 25300367 Appion Way Intersection & Traffic Signal Project

Date and Time of Bid Opening: 6/25/2025 @ 2:30 pm

Line #	Description	QTY	UOM	Titan Electrical Contracting		PAR Western Line Contractors, LLC	
				Unit	Extended	Unit	Extended
1.1	MOBILIZATION / DEMOBILIZATION / INSURANCE / BONDS	1	LS	\$92,000.00	\$92,000.00	\$32,727.00	\$32,727.00
1.2	TRAFFIC CONTROL	1	LS	\$174,200.00	\$174,200.00	\$126,795.00	\$126,795.00
1.3	STORMWATER POLLUTION PROTECTION	1	LS	\$13,100.00	\$13,100.00	\$19,505.00	\$19,505.00
1.4	REMOVE PLANTMIX PAVEMENT	8522	SF	\$7.50	\$63,915.00	\$8.00	\$68,176.00
1.5	REMOVE CURB AND GUTTER	48	LF	\$23.00	\$1,104.00	\$24.00	\$1,152.00
1.6	REMOVE CONCRETE ISLAND AND CURB	5862	SF	\$2.00	\$11,724.00	\$3.00	\$17,586.00
1.7	REMOVE SIDEWALK	234	SF	\$4.00	\$936.00	\$4.00	\$936.00
1.8	REMOVE AND REPLACE DELINEATORS FROM ISLAND	3	EA	\$110.00	\$330.00	\$116.00	\$348.00
1.9	REMOVE STRIPING	1	LS	\$4,000.00	\$4,000.00	\$3,927.00	\$3,927.00
1.10	REMOVE SIGN AND POST	10	EA	\$83.00	\$830.00	\$87.00	\$870.00
1.11	REMOVE AND SALVAGE EXISTING STREET SIGN AND POST	1	LS	\$770.00	\$770.00	\$768.00	\$768.00
1.12	REMOVE AND AND SALVAGE / REINSTALL STREET SIGN, SIGN AND POSTS	1	LS	\$170.00	\$170.00	\$87.00	\$87.00
1.13	REMOVE STREETLIGHT AND FOUNDATION	2	EA	\$1,500.00	\$3,000.00	\$1,532.00	\$3,064.00
1.14	REMOVE AND REPLACE BOLLARDS	2	EA	\$4,400.00	\$8,800.00	\$3,716.00	\$7,432.00
1.15	CONSTRUCT CONCRETE MEDIAN	1109	SF	\$37.00	\$41,033.00	\$39.00	\$43,251.00
1.16	CONSTRUCT MEDIAN CURB	594	LF	\$40.00	\$23,760.00	\$42.00	\$24,948.00
1.17	PCC SIDEWALK	262	SF	\$45.00	\$11,790.00	\$47.00	\$12,314.00
1.18	CONSTRUCT CURB RAMP	295	SF	\$93.00	\$27,435.00	\$97.00	\$28,615.00
1.19	CONSTRUCT RAMPED MEDIAN ISLAND NOSE	75	SF	\$158.00	\$11,850.00	\$165.00	\$12,375.00
1.20	PLANTMIX PAVEMENT	8221	SF	\$21.00	\$172,641.00	\$23.00	\$189,083.00
1.21	8" SOLID WHITE STRIPE	48	LF	\$2.00	\$96.00	\$1.00	\$48.00
1.22	4" SOLID DOUBLE YELLOW STRIPE	96	LF	\$1.10	\$105.60	\$1.00	\$96.00
1.23	10" SOLID WHITE STRIPE	196	LF	\$1.10	\$215.60	\$1.00	\$196.00
1.24	6" SOLID YELLOW STRIPE	292	LF	\$1.10	\$321.20	\$1.00	\$292.00
1.25	REFRESH EXISTING STRIPING	1	LS	\$1,800.00	\$1,800.00	\$1,790.00	\$1,790.00
1.26	24" WHITE STOP BARS	158	LF	\$10.00	\$1,580.00	\$10.00	\$1,580.00
1.27	24" WHITE CROSSWALK	340	LF	\$10.00	\$3,400.00	\$10.00	\$3,400.00
1.28	LEFT TURN ARROW	1	EA	\$110.00	\$110.00	\$98.00	\$98.00
1.29	U-TURN ARROW	3	EA	\$110.00	\$330.00	\$98.00	\$294.00
1.30	TRAFFIC SIGNAL TYPE POLE 35 A AND TYPE 35 B	4	EA	\$77,400.00	\$309,600.00	\$74,077.00	\$296,308.00
1.31	SIGNAL HEAD	17	EA	\$1,700.00	\$28,900.00	\$1,686.00	\$28,662.00
1.32	PEDESTRIAN POLE- TYPE 1-B	3	EA	\$11,000.00	\$33,000.00	\$5,824.00	\$17,472.00
1.33	PEDESTRIAN HEAD	3	EA	\$1,600.00	\$4,800.00	\$1,837.00	\$5,511.00
1.34	NEW STREET SIGN PANEL	9	EA	\$250.00	\$2,250.00	\$243.00	\$2,187.00
1.35	NEW STREET SIGN POST	9	EA	\$1,000.00	\$9,000.00	\$941.00	\$8,469.00
1.36	NO. 3.5 PULL BOX	3	EA	\$920.00	\$2,760.00	\$1,286.00	\$3,858.00
1.37	NO. 5 PULL BOX	4	EA	\$1,400.00	\$5,600.00	\$1,825.00	\$7,300.00
1.38	NO.7 PULL BOX	4	EA	\$2,000.00	\$8,000.00	\$2,928.00	\$11,712.00
1.39	T200 PULL BOX	1	EA	\$8,700.00	\$8,700.00	\$4,706.00	\$4,706.00
1.40	TRAFFIC SIGNAL CONTROLLER CABINET AND FOUNDATION	1	EA	\$57,400.00	\$57,400.00	\$61,992.00	\$61,992.00
1.42	OPTICAL DETECTOR	3	EA	\$3,900.00	\$11,700.00	\$3,123.00	\$9,369.00
1.43	72 SIGNAL MODE FIBER OPTIC CABLE	1115	LF	\$23.00	\$25,645.00	\$23.00	\$25,645.00
1.44	INTERNALLY ILLUMINATED STREET NAME SIGN	3	EA	\$3,600.00	\$10,800.00	\$3,048.00	\$9,144.00
1.45	SIGN, MAST ARM MOUNTED	3	EA	\$430.00	\$1,290.00	\$537.00	\$1,611.00
1.46	PEDESTRIAN PUSH BUTTONS	4	EA	\$2,500.00	\$10,000.00	\$1,120.00	\$4,480.00
1.47	15' LUMINAIRE ARMS	8	EA	\$700.00	\$5,600.00	\$2,857.00	\$22,856.00
1.48	2" PVC CONDUIT	1127	LF	\$2.10	\$2,366.70	\$7.00	\$7,889.00
1.49	3" PVC CONDUIT	1788	LF	\$3.70	\$6,615.60	\$11.00	\$19,668.00
1.50	4" PVC CONDUIT	989	LF	\$4.30	\$4,252.70	\$24.00	\$23,736.00
1.51	SERVICE PEDESTAL	1	EA	\$7,400.00	\$7,400.00	\$26,332.00	\$26,332.00
1.52	NEW LOOP DETECTORS	17	EA	\$730.00	\$12,410.00	\$841.00	\$14,297.00
1.53	SIGNS	9	EA	\$1,200.00	\$10,800.00	\$1,894.00	\$17,046.00
1.54	INSTALL BOLLARD	1	EA	\$4,100.00	\$4,100.00	\$3,869.00	\$3,869.00
1.55	SIGNAL CABLE 15 CONDUCTOR	502	LF	\$8.00	\$4,016.00	\$14.00	\$7,028.00
1.56	SIGNAL CABLE 25 CONDUCTOR	850	LF	\$12.00	\$10,200.00	\$19.00	\$16,150.00
1.57	LOOP LEAD IN CABLE	2091	LF	\$1.20	\$2,509.20	\$2.00	\$4,182.00
1.58	#10 AWG CONDUCTOR (LIGHTING)	1217	LF	\$1.20	\$1,460.40	\$1.00	\$1,217.00
1.59	#8 AWG CONDUCTOR (GROUND)	670	LF	\$1.90	\$1,273.00	\$2.00	\$1,340.00
1.60	#6 AWG CONDUCTOR (SERVICE)	679	LF	\$2.10	\$1,425.90	\$3.00	\$2,037.00
1.61	EMERGENCY VEHICLE DETECTOR CABLE	63	LF	\$1.30	\$81.90	\$6.00	\$378.00
1.62	CAT 6 CABLE	330	LF	\$5.10	\$1,683.00	\$3.00	\$990.00
1.63	TRENCHING	2400	LF	\$47.00	\$112,800.00	\$46.00	\$110,400.00
1.64	BORING	500	LF	\$89.00	\$44,500.00	\$119.00	\$59,500.00
Schedule A: Base Bid Items				\$1,434,285.80		\$1,439,094.00	

Carson City is recommending award to Titan Electrical Contracting and is tentatively scheduled for approval and award at the August 13, 2025 Regional Transportation Commission meeting.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Casey Sylvester, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Intermountain Slurry Seal, Inc. (“ISS”) is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 26300067 (“Contract”) for the 2025 Long Line Pavement Striping Project (“Project”) to ISS for a total not to exceed amount of \$251,813.

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

Proposed Motion

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if needed.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Project consists of restriping longitudinal lines on various roads across Carson City as shown by Exhibit 2. This is an annual maintenance contract which helps preserve striping visibility and maintains safe driving conditions.

The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not to exceed amount of \$251,813 which comprises the base bid amount of \$228,921, plus a 10% contingency of \$22,892. The engineer’s estimate was \$250,000.

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 18, 2025. Two bids were received and opened at approximately 2:30 p.m. on July 9, 2025, via online Cisco Webex bid opening. Present during the bid opening were staff from NBSCO and Intermountain Slurry Seal, Inc. (“ISS”); Guillermo Munoz, Carson City Public Works; Matt Bradley, Carson City Public Works; and Carol Akers, Purchasing and Contracts Administrator.

<u>Bidder</u>	<u>Base Bid</u>
ISS	\$228,921
NBSCO	\$249,945

Staff recommends awarding to ISS 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 # P303825001, Long Line Striping Street Maintenance Fund, Long Line Striping Account; 2563038-500488

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Long Line Striping Account 2563038-500488 has a roll-forward amount in FY 2025 budget as of 8/4/2025 of \$459,605 with a current available FY 2026 budget amount of \$349,056, which is a total of \$808,661 available for Long and Short Line striping, which will be reduced by an amount not to exceed \$251,813.

Alternatives

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

Attachment(s):

[5D_RTC_Exhibit 1 - Contract 26300067.pdf](#)

[5D_RTC_Exhibit 2 - 2025 Long Lines Striping Map.pdf](#)

[5D_RTC_Exhibit 3 - Bid Tabulation 26300067.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300067

Title: Long Line Striping

THIS CONTRACT made and entered into this 13th day of August 2025, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and Intermountain Slurry Seal, Inc. hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 26300067**, titled **Long Line Striping** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

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. 26300067 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <http://ww.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300067

Title: Long Line Striping

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:

Wesly Sosa
Intermountain Slurry Seal, Inc.
1120 Terminal Way
Reno, NV 89502
775-358-1355
email: wesly.sosa@gcinc.com

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

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300067

Title: Long Line Striping

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Twenty Eight Thousand Nine Hundred Twenty One Dollars and 00/100 (\$228,921.00).

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300067

Title: Long Line Striping

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

6.7 Notice of Termination:

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

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

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:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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would otherwise exist as to any party or person described in this Section.

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

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

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insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

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

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CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

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§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

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

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
District Attorney or his or her Authorized Designee

Dated _____

Dated _____

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

Contract# 26300067
Project# P303825001

Account # 2563038-500488

By: _____

Dated _____

PROJECT CONTACT PERSON:

Guillermo Munoz, Project Manager
Telephone: 775-283-7363

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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: Wesly Sosa

FIRM: Intermountain Slurry Seal, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002477

NEVADA CONTRACTORS LICENSE #: 0023657

Address: 1120 Terminal Way

City: Reno **State:** NV **Zip Code:** 89502

Telephone: 775-358-1355

E-mail Address: wesly.sosa@gcinc.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 13, 2025, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300067** and titled Long Line Striping. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of August 2025.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of August 2025.

PERFORMANCE BOND

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

Bond #: _____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 26300067** and titled **Long Line Striping** 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

Page: C - 19

(Construction Independent Contractor Agreement)

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called

CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 26300067** and titled **Long Line Striping** 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.



26300067 (CC-2025-423) Addendum 1 INTERMOUNTAIN SLURRY SEAL INC Supplier Response

Event Information

Number: 26300067 (CC-2025-423) Addendum 1
Title: CY25 Long Line Striping Project
Type: Invitation for Bid
Issue Date: 6/18/2025
Deadline: 7/9/2025 02:00 PM (PT)
Notes: **Title** | CY25 Long Line Striping Project

Project No. | P303825001

PWP No. | **CC-2025-423**

Engineer's Estimate | \$250,000

Funding | This project is locally funded.

BABAA | This project is not subject to BABAA requirements.

Type | This project is deemed a horizontal construction project.

Pre-Bid Meeting | This project will not conduct a pre-bid meeting.

DBE | There are no Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement. However, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it shall affirmatively ensure that in regard to any contract entered into, certified DBE/SBE firms shall be afforded full opportunity to submit bids and proposals in response to our invitation and shall not be discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an

award. Although there is no contract-specific goal associated, the City encourages bidders to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.

Summary | Carson City is accepting sealed bids for CY25 long line striping which consists of placing approximately 1,350,000 linear feet of painted pavement markings using Nevada Type II waterborne paint. Project includes layout, traffic control, and all other incidentals necessary for execution, including all common phases of construction customarily associated with pavement marking projects.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: Suite 2
City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carson.org

INTERMOUNTAIN SLURRY SEAL INC Information

Address: 1120 Terminal Way
Reno, NV 89502
Phone: (775) 691-7232
Email: iss.bidinfo@gcinc.com

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

Shawn St. Jacques
Signature

Shawn.St.Jacques@gcinc.com
Email

Submitted at 7/9/2025 10:51:19 AM (PT)

Requested Attachments

- 03.Vendor_Information_&_UEI_Form** UEI.pdf
Due with bid submission.
- 04.Bidder_1%_Subcontractor_Info** 1%.pdf
Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to CAkers@carson.org *GENERAL CONTRACTOR MUST SELF-LIST*
- 05.Bidder_5%_Subcontractor_Info** 5%.pdf
Due with bid submission. *GENERAL CONTRACTOR MUST SELF-LIST*
- 06.Bid_Bond_Form** Bond.pdf
Due with bid submission.
- 08.Conflict_of_Interest_Disclosure_Form** Interest Disclosure.pdf
Due with bid submission.
- 09.Certification_of_Authorization_&_Understanding** Cert of Authorization.pdf
Due with bid submission.
- 11.Bidding_Preference_Affidavit** Bidders Preference.pdf
Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.
- 12.Certificate_of_Eligibility_for_License** Cert of Eligibility.pdf
Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.
- 13.References** References.pdf
Due with bid submission.

Bid Attributes

1	<p>Substitutions & Revisions</p> <p>No substitution(s) or revision(s) to this Bid Proposal form will be accepted. Carson City will reject bids with any substitution(s), revision(s), or other alteration(s) to this Bid Proposal form.</p> <p><input checked="" type="checkbox"/> Acknowledged</p>
2	<p>Acknowledgement of Addendum/Addenda</p> <p>Bidder acknowledges receipt of ___ addendum/addenda for this solicitation.</p> <p><input style="width: 50px; text-align: center;" type="text" value="1"/></p>

3 License Requirements

Exhibit A

All bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting its bid.

All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their portion of the work. A subcontractor named by the bidder who is not properly licensed for the portion of the work is not acceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discovery of the exception and before any further work on the project is undertaken.

For federally assisted contracts, all requirements for such shall apply and any contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a recognized classification to perform the work in connection with the award of the contract to them.

Acknowledged

4 Required Postings & Notices

All bidders must review and acknowledge the provisions in the document titled [Ref09.Postings_&_Notices_Requirements.pdf](#) as part of this submission. This form is available on the "Attachments" tab. Note: Jobsite poster requirements, if applicable, are listed in the Special Conditions.

Acknowledged

5 Vendor Information & UEI

Bidders must return the document titled [03.Vendor_Information_&_UEI_Form.pdf](#) as part of this submission.

For federally assisted contracts, bidders must also include a valid UEI number provided by SAM.gov and attach a copy of the SAM.gov UEI printout to the above document.

Acknowledged

6 References

All bidders must provide a document on company letterhead and name the upload [13.References.pdf](#) as part of this submission. This letter must include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years with the following information:

Company Name & Mailing Address
Company Phone & Email
Project Title
Scope of Work & Dates of Performance
Amount of Contract

If the letter does not include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years, then it must also list the bidder's qualifications for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Acknowledged

7 Prevailing Wage & Davis-Bacon

Exhibit A

All bidders must acknowledge the State of Nevada Prevailing Wages provided in the document titled [Ref06.Northern_NV_Prevailing_Wage_Rates.pdf](#) as part of this submission. This document is available on the "Attachments" tab.

As applicable, all bidders must acknowledge the Davis-Bacon Wage Determinations provided in the documents titled [Ref07.Davis_Bacon_BLDG.pdf](#), [Ref07.Davis_Bacon_Heavy.pdf](#), and/or [Ref07.Davis_Bacon_HWY.pdf](#) as part of this submission. These documents are available on the "Attachments" tab. *Note: Davis-Bacon filenames are succeeded by the General Decision Number and Modification Number. ex: Ref07.Davis_Bacon_HWY_NV20240057(mod5).pdf*

Northern Nevada Rural Counties Prevailing Wage Rates are published October 1 each year and are applicable to Public Works Projects over \$100k that are Bid/Awarded between October 1 of the publication year and September 30 of the following year.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works. Davis-Bacon Wage Determinations are published throughout the year and are updated as-needed. Davis-Bacon Wage Determinations will be verified two (2) weeks before bid opening and again two (2) days before of bid opening.

Acknowledged

8 Apprenticeship Utilization Act Requirements

Senate Bill 82 significantly amended NRS 338.01165, otherwise known as the Apprenticeship Utilization Act (AUA). All bidders must review the document titled [Ref08.SB82_Regulations.pdf](#) as part of this submission. This form is available on the "Attachments" tab.

All bidders must acknowledge that as General/Prime Contractor, you and your subcontractors will comply with all requirements of the AUA and SB 82 for this project, unless a modification, waiver, or exemption applies.

Acknowledged

9 Title VI

All bidders must include in all subcontracts the Additional Contract Provisions related to Title VI of the Civil Rights Act of 1964 provided in the document titled [Ref11.Contract_Provisions_TitleVI.pdf](#) for this project. This document is available on the "Attachments" tab.

Acknowledged

10 Bidding Preference & Certificate of Eligibility NRS 338.147

For projects expected to cost more than \$250k, Bidders requesting a preference per NRS 338.147 shall include with their bid a copy of the Contractor's Certificate of Eligibility issued by the Nevada State Contractors Board as proof of compliance to be considered. In addition, Bidders shall include with their bid a [11.Bidding_Preference_Affidavit.pdf](#), available on the "Attachments" tab, to certify requirements will be adhered to, documented, and attained to remain eligible to receive a preference in bidding and remain in compliance with NRS 338.1417 and NRS 338.1389.

Acknowledged

1
1

DBE Goal

Bidder acknowledges the DBE goal of ____% for this project. (Enter the percentage as #.# or 0.0 if there is no set DBE goal.)

If no (0.0%) Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement have been set, then in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, we, the Bidder, have ensured that any contract entered into, certified DBE/SBE firms have been afforded full opportunity to submit bids and proposals in response to our invitation and have not been discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, we have made the effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.

1
2

Execution of Bid Proposal

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

- Bidder Instructions,
- Bid Plans/Drawings,
- General Conditions,
- Special Conditions,
- Standard Specifications,
- Technical Specifications,
- Geotechnical Reports,
- Bid Bond,
- Proposal Summary,
- Contract Award Instructions, and
- Any subsequent Addenda to this Solicitation that may be published.

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

Package Items

1.1 Mobilization/Demobilization

Quantity: 1 UOM: LS Unit Price: Total:

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: Total:

1.3 Painted Pavement Marking 4-Inch Mini Skip White

Quantity: 4400 UOM: LF Unit Price: Total:

1.4 Painted Pavement Marking 4-Inch Broken White

Quantity: 132000 UOM: LF Unit Price: Total:

1.5 Painted Pavement Marking 4-Inch Solid White

Quantity: 250000 UOM: LF Unit Price: Total:

1.6 Painted Pavement Marking 4-Inch Double Solid Yellow

Quantity: 250000 UOM: LF Unit Price: Total:

1.7 Painted Pavement Marking 4-Inch Broken Yellow

Quantity: 28000 UOM: LF Unit Price: Total:

1.8 Painted Pavement Marking 4-Inch Solid Yellow

Quantity: 67000 UOM: LF Unit Price: Total:

1.9 Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow

Quantity: 132000 UOM: LF Unit Price: Total:

1.10 Painted Pavement Marking 6-Inch Mini Skip White

Quantity: 23000 UOM: LF Unit Price: Total:

1.11 Painted Pavement Marking 6-Inch Broken White

Quantity: 700 UOM: LF Unit Price: Total:

1.12 Painted Pavement Marking 6-Inch Solid White

Quantity: 286000 UOM: LF Unit Price: Total:

1.13 Painted Pavement Marking 8-Inch Mini Skip White

Quantity: 5000 UOM: LF Unit Price: Total:

1.14 Painted Pavement Marking 8-Inch Solid White

Quantity: 55000 UOM: LF Unit Price: Total:

1.15 Painted Pavement Marking 8-Inch Solid Yellow

Quantity: 2270 UOM: LF Unit Price: Total:

Response Total: \$228,921.00

BIDDER SUBCONTRACTOR INFORMATION

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

Contract #: P303825001

Contractor: Intermountain Slurry Seal, Inc.

Project #(s): PWP-CC-2025-423

Address: 1120 Terminal Way
Reno, NV 89502

Bid Amount: 228,921.00

This information must be submitted by the three (3) lowest bidders **NO LATER THAN TWO (2) HOURS AFTER 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, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS IF FEDERALLY FUNDED, INCLUDE UEI NUMBER	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
INTERMOUNTAIN SLURRY SEAL, INC 1120 TERMINAL WAY, RENO, NV 89502	775-358-1355	ALL ITEMS	23657	UNLIMITED	ALL WORK NOT OTHERWISE LISTED HEREIN
NONE					

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."

07/09/2025

Date



Contractor's Signature

Telephone No. 775-358-1355

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of bid amount)

Contract #: P303825001

Contractor: Intermountain Slurry Seal, Inc.

Project #(s): PWP-CC-2025-423

Address: 1120 Terminal Way
Reno, NV 89502

Bid Amount: 228,921⁰⁰

This information must be submitted AT THE TIME OF BID SUBMISSION. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS IF FEDERALLY FUNDED, INCLUDE UEI NUMBER	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
INTERMOUNTAIN SLURRY SEAL, INC 1120 TERMINAL WAY, RENO, NV 89502	775-358-1355	ALL ITEMS	23657	UNLIMITED	ALL WORK NOT OTHERWISE LISTED HEREIN
NONE					

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."

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.

07/09/2025

John Gowan
Date

Contractor's Signature

Telephone No. 775-358-1355

BIDDING PREFERENCE AFFIDAVIT

(This form is required to receive a preference in bidding.)

On behalf of Intermountain Slurry Seal, Inc. _____ ,

for Bid Number 26300067 _____ , and

Project Name CY25 Long Line Striping _____ ,

- (a) The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver’s license or identification card;
- (b) The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
- (c) The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver’s license or identification card.
- (d) The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

As the Authorized Official for the undersigned, I certify that the requirements will be adhered to, documented, and attained on completion of the contract to remain in compliance with NRS 338.147 and NRS 338.1389, and to remain eligible to receive a preference in bidding on the above Project. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages and understand the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389.

Joshua Bowen
Authorized Official

VP & Area Manager
Title


Signature

07/09/2025
Date

CITY OF CARSON CITY, NEVADA – BID BOND

We the undersigned, Intermauntain Slurry Seal, Inc. , as "Principal", and Travelers Casualty and Surety Company of America , as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of Five Percent (5%) of Bid Amount dollars (\$ 5% Percent of Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

WHEREAS, the Principal has submitted a bid for Bid # 26300067 PWP # CC-2025-423 for Project Title CY25 Long Line Striping

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.

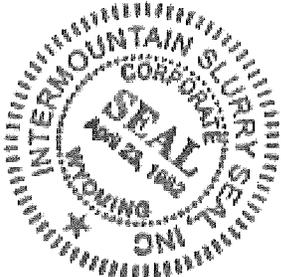
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: 07/02/2025

Intermauntain Slurry Seal, Inc.
Principal

By: Joshua Bowen, VP & Area Manager
Travelers Casualty and Surety Company of America

Surety
By: Isabel Barron, Attorney-In-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

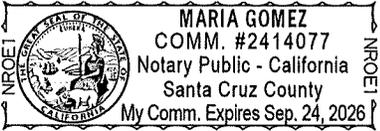
State of California
County of Santa Cruz)

On July 2, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)
Maria Gomez, Notary Public



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

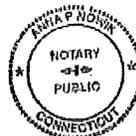
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

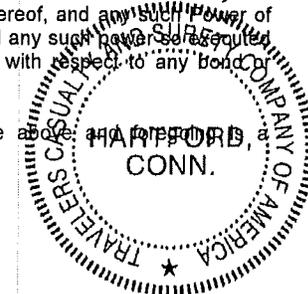
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power, certificate and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this July 2, 2025



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Certification of Authorization and Understanding

Project Name: CY25 Long Line Striping

Project Number: P303825001

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

Conny Aiello

(Payroll Officer (Name))

Conny Aiello

(Payroll Officer (Signature))

Intermountain Slurry Seal, Inc.

(Name of Contractor/Subcontractor)

By *[Signature]*

(Owner's Signature)

VP & Area Manager

(Title)

0023657

(Contractor/Subcontractor License Number)

07/09/2025

(Date)



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89133 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-15-0125

INTERMOUNTAIN SLURRY SEAL INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0023657 ORIGINAL ISSUE DATE: 03/19/1986 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON APRIL 1, 2025 AND EXPIRES ON MARCH 31, 2026, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

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



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

Conflict of Interest Disclosure Form

Date: 07/09/2025

Project: CY25 Long Line Striping

Title: VP & Area Manager

Name: Joshua Bowen

Position: VP & Area Manager

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: 07/09/2025



Exhibit A

Intermountain Slurry Seal
2024 Completed Job Schedule Greater Than \$500K

EJ Job Number	Client Name and Address	Project Details		Work Type	Prime/ Subcontractor	Client Primary Contact	Projected Final Revenue	Actual Project End Date
		Project Name	Project Description					
1000200	Federal Highway Administration Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	Int Ca Caltrans Camarillo Camarillo, California Slurry Seal	Prma Pavement Res Project Multiple, Slurry Seal, Chip Seal, Striping	Transportation	Prime Contractor	Steve Bailor	\$3,756,009	7/1/2024
1270354	CALTRANS Attn Office Engineer Ms 43 1727 30TH Street Sacramento, CA 95816	Int Ca Caltrans Camarillo Camarillo, California Slurry Seal	Int Ut Udot Us 40 Clegg Canyon Heber, Utah	Transportation	Prime Contractor	Jeremy Bown	\$9,110,594	5/31/2024
1290017	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Tx Udot Us 40 Clegg Canyon Heber, Utah	Crack Seal, Guardrail, Micro surfacing	Transportation	Prime Contractor	Regina Pierce	\$5,784,037	8/31/2024
1314458	Nevada Department of Transportation Headquarters 1263 South Stewart Street Carson City, NV 89712	Int Tx Austin E Fog Austin, Texas Fog Seal	Int Nv Ndot 3989 Elko Wells, Nevada Chip Seal and Striping	Transportation	Prime Contractor	Jose Ibarra	\$2,154,246	12/31/2024
1338075	Austin, City Of 625 E 10TH St Austin, TX 78701	Int Co Cdot Sh 47a Pueblo Pueblo, Colorado Microsurfacing	Int Co Cdot Us 160 Chip Seal Durango, Colorado Chip Seal	Transportation	Prime Contractor	Patrick Vigil	\$1,604,890	8/1/2024
1375621	Colorado Department Of Trans Headquarters Office 4201 East Arkansas Avenue Denver, CO 80222-3406	Int Co Cdot Us 160 Chip Seal Durango, Colorado Chip Seal	Int Co Cdot Us 160 Chip Seal Durango, Colorado Chip Seal	Transportation	Prime Contractor	Tracie Benton	\$4,425,005	9/1/2024
1378935	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot St-7 Airport Pkwy Hurricane, Utah Microsurfacing	Transportation	Prime Contractor	Riley Champneys	\$1,462,501	12/31/2024	
1388811	Nielson Construction 825 North Loop Road Huntington, UT 84528-5500	Int Ut Us 191 Passing Lanes Moab, Utah	Transportation	Prime Contractor		\$506,361	6/26/2024	
1412543	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot St-18 Sarna Clara, Utah Microsurfacing	Transportation	Prime Contractor	Riley Champneys	\$2,371,615	12/31/2024	
1429816	Utah, State Of 4501 South 2700 West Salt Lake City, UT 84114	Int Ut Udot I70 Salina Salina, Utah Microsurfacing	Transportation	Prime Contractor	Michael Naser	\$2,205,449	12/31/2024	
1437061	RNH CONSTRUCTION LLC 500 North Central Expwy Suite 105 Plano, TX 75074-6772	Int Tx Txdot Odessa Micro Piano, Texas Microsurfacing	Transportation	Subcontractor	Candace Gillespe	\$651,259	7/1/2024	
1445527	Richland, City Of P.O. Box 190 Ms-11 Richland, WA 99352-0190	Int Wa Richland Micro 4 Richland, Washington Microsurfacing	Transportation	Prime Contractor	Andrey Avelisyan	\$1,129,418	8/16/2024	
1506693	Lubbock, County Of 904 Broadway Lubbock, TX 79401-3407	Int Tx Lubbock Co Cape Seal Lubbock, Texas Cape Seal	Transportation	Prime Contractor	Jennifer Davidson	\$1,935,532	11/1/2024	

Vendor Profile

Vendor Name	Intermountain Slurry Seal, Inc.
Business Name	Intermountain Slurry Seal, Inc.
dba/Fictitious Name	N/A
State of Nevada Business License No.	NV19821005646
Carson City Business License No.	BL-002477-2020
Federal ID	87-0307259
*Unique Entity Identifier (UEI)	H26MCJZ8V743 <i>*Attach copy of SAM.gov UEI printout</i>
Physical Street Address	1120 Terminal Way
City, State, ZIP	Reno, NV 89502
Mailing Street Address	1120 Terminal Way
City, State, ZIP	Reno, NV 89502
Telephone Number	775-358-1355
Email	wesly.sosa@gcinc.com
Website URL	
Contact Person	Wesly Sosa
Contact Title	Project Manager
Contact Phone	775-685-9607
Contact Email	wesly.sosa@gcinc.com

Licensing Information

Nevada State Contractor's License No.	0023657
License Classification(s)	A - General Engineering
Date Issued	03/19/1986
Limitation(s) of License	Unlimited
Date of Expiration	03/31/2026
Name of Licensee	Intermountain Slurry Seal, Inc.



Intermountain Slurry Seal, Inc.

List of Officers

Name	Present Office Position
Smith, Kyle	President
Bowen, Joshua R.	Vice President Assistant Secretary
Foster, Paul	Vice President
Goodwin, Kelsie M.	Vice President Treasurer Assistant Secretary
Price, Gary R.	Vice President
Shippy, John M.	Vice President Controller Secretary
Stinson, Ashley M.	Vice President Assistant Secretary



INTERMOUNTAIN SLURRY SEAL, INC.

Unique Entity ID H26MCJZ8V743	CAGE / NCA 1UZJ5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 21, 2026	
Physical Address 1000 N Warm Springs RD Salt Lake City, Utah 84116-2321 United States	Mailing Address PO Box 50085 Watsonville, California 95077-5085 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Utah 02	State / Country of Incorporation Wyoming / United States	URL (blank)

Registration Dates

Activation Date Feb 25, 2025	Submission Date Feb 21, 2025	Initial Registration Date Aug 16, 2001
--	--	--

Entity Dates

Entity Start Date Apr 23, 1982	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 319B4	Legal Business Name GRANITE CONSTRUCTION INCORPORATED
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1UZJ5

Points of Contact

Electronic Business

✎ Isabel Barron	585 West Beach Street Watsonville, California 95076 United States
Isabel Barron	701 E Main ST Lewisville, Texas 75057 United States

Government Business

✎ Isabel Barron	585 West Beach Street Watsonville, California 95076 United States
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Past Performance

✎ Isabel Barron	585 West Beach Street Watsonville, California 95076 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

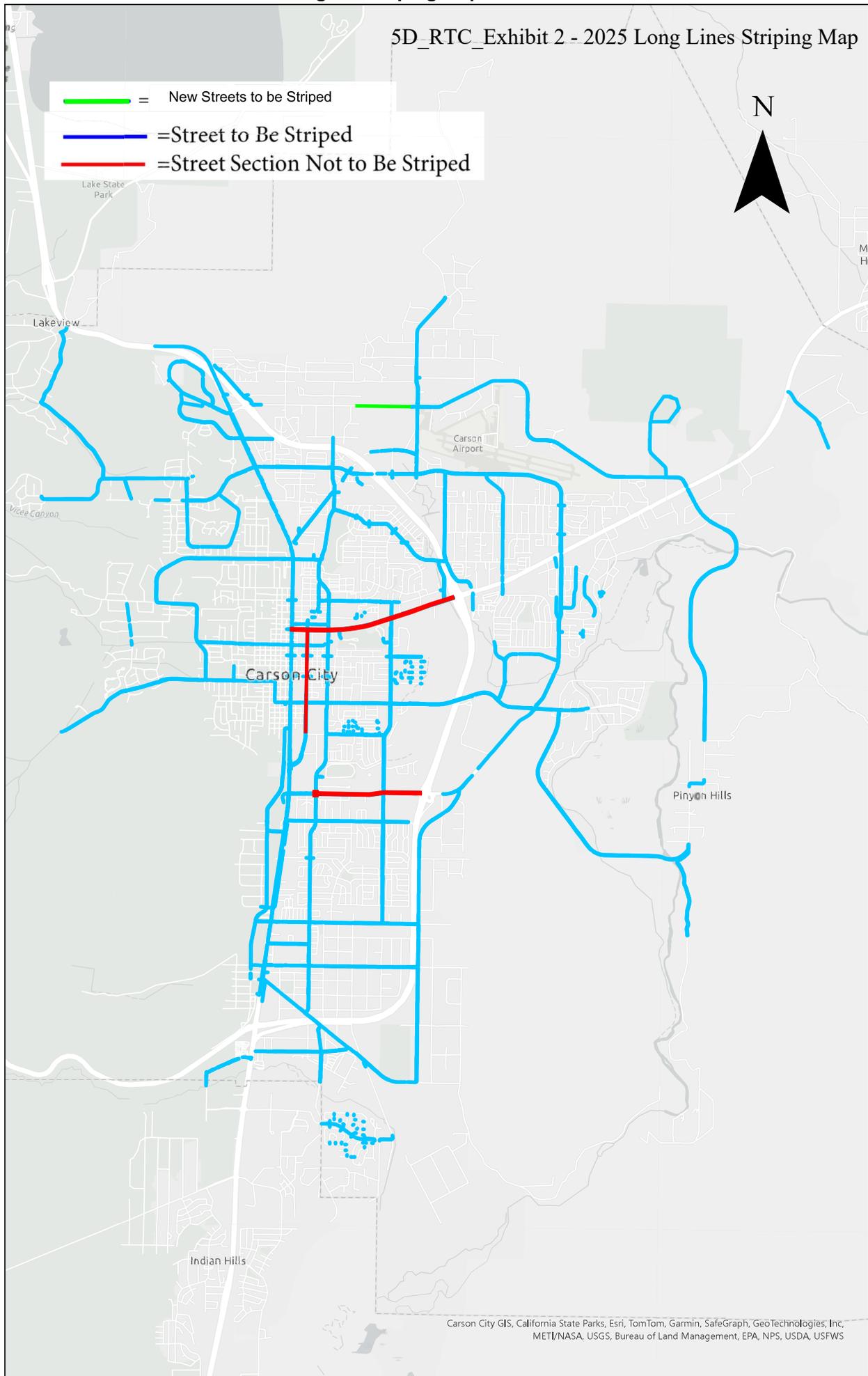
Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Any	Counties (blank)	Metropolitan Statistical Areas (blank)
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2025 Longline Striping Map - Attachment B

5D_RTC_Exhibit 2 - 2025 Long Lines Striping Map



Carson City GIS, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

BID# 26300067 Long Line Striping Project

Date and Time of Bid Opening: July 9, 2025 @ 2:00pm

				INTERMOUNTAIN SLURRY SEAL INC		Nevada Barricade & Sign Co, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00
1.2	Traffic Control	1	LS	\$65,000.00	\$65,000.00	\$26,000.00	\$26,000.00
1.3	Painted Pavement Marking 4-Inch Mini Skip White	4400	LF	\$0.07	\$308.00	\$0.08	\$352.00
1.4	Painted Pavement Marking 4-Inch Broken White	132000	LF	\$0.09	\$11,880.00	\$0.08	\$10,560.00
1.5	Painted Pavement Marking 4-Inch Solid White	250000	LF	\$0.10	\$25,000.00	\$0.12	\$30,000.00
1.6	Painted Pavement Marking 4-Inch Double Solid Yellow	250000	LF	\$0.20	\$50,000.00	\$0.25	\$62,500.00
1.7	Painted Pavement Marking 4-Inch Broken Yellow	28000	LF	\$0.08	\$2,240.00	\$0.06	\$1,680.00
1.8	Painted Pavement Marking 4-Inch Solid Yellow	67000	LF	\$0.13	\$8,710.00	\$0.15	\$10,050.00
1.9	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	132000	LF	\$0.16	\$21,120.00	\$0.20	\$26,400.00
1.10	Painted Pavement Marking 6-Inch Mini Skip White	23000	LF	\$0.07	\$1,610.00	\$0.25	\$5,750.00
1.11	Painted Pavement Marking 6-Inch Broken White	700	LF	\$0.07	\$49.00	\$0.15	\$105.00
1.12	Painted Pavement Marking 6-Inch Solid White	286000	LF	\$0.10	\$28,600.00	\$0.18	\$51,480.00
1.13	Painted Pavement Marking 8-Inch Mini Skip White	5000	LF	\$0.07	\$350.00	\$0.15	\$750.00
1.14	Painted Pavement Marking 8-Inch Solid White	55000	LF	\$0.12	\$6,600.00	\$0.25	\$13,750.00
1.15	Painted Pavement Marking 8-Inch Solid Yellow	2270	LF	\$0.20	\$454.00	\$0.25	\$567.50
Schedule A: Base Bid Items				\$228,921.00		\$249,944.50	

Carson City is recommending award to Intermountain Slurry Seal, Inc. and is tentatively scheduled for approval and award at the August 13, 2025 Regional Transportation Commission meeting.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Casey Sylvester, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”) is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 26300068 (“Contract”) for the 2025 Short Line Pavement Striping Project (“Project”) to NBSCO for a total not to exceed amount of \$291,143.

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

Proposed Motion

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10% contingency if needed.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Project consists of repainting short line striping and pavement symbols on Carson Street and Fairview Drive, excluding the section of Fairview Drive between Roop Street and S. Lompa Lane, as shown by Exhibit 2. Pavement marking will include, but is not limited to, bike lane symbols, turn arrows, crosswalk striping, yield bars, pavement marking text, and stop bars. This is an annual maintenance contract which helps preserve striping visibility and maintains safe driving conditions.

The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not to exceed amount of \$291,143 which comprises the base bid amount of \$264,674.89 plus a 10% contingency of \$26,468. The engineer’s estimate was \$240,000.

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 18, 2025. One bid was opened at approximately 2:30 p.m. on July 9, 2025, via the online Cisco Webex bid opening system. Present during the bid opening were Josuha Dethmers, NBSCO; Guillermo Munoz, Carson City Public Works; Matt Bradley, Carson City Public Works; Jessica Park, Carson City Public Works; Alexis Philippi, Carson City Executive Office; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bidder Base Bid
NBSCO \$264,675

Staff recommends awarding to NBSCO 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 # P303825001, Long Line Striping Account; 2563038-500488

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Long Line Striping Account 2563038-500488 has a roll-forward amount in FY 2025 budget as of 8/4/2025 of \$459,605 with a current available FY 2026 budget amount of \$349,056, which is a total of \$808,661 available for Long and Short Line striping, which will be reduced by an amount not to exceed \$291,143.

Alternatives

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

Attachment(s):

[5E_RTC_Exhibit 1 - Contract 26300068.pdf](#)

[5E_RTC_Exhibit 2 - 2025 Short Lines Striping Map.pdf](#)

[5E_RTC_Exhibit 3 - Bid Tabulation 26300068.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

THIS CONTRACT made and entered into this 13th day of August 2025, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Nevada Barricade and Sign Co, Inc., hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 26300068**, titled **Short Line Striping** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

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. 26300068 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <http://ww.carson.org/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

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:

Jonathan Dethmers
Nevada Barricade and Sign Co, Inc.
9530 N. Virginia Street
Reno, NV 89515
775-336-4930
email: jonathan.dethmers@nbsco.com

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

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Sixty-Four Thousand Six Hundred Seventy-Four Dollars and 89/100 (\$264,674.89).

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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:

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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would otherwise exist as to any party or person described in this Section.

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

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insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

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

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CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
District Attorney or his or her Authorized Designee

Dated _____

Dated _____

**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

Contract# 26300068
Project# P303825001
Account # 2563038-500488

By: _____

Dated _____

PROJECT CONTACT PERSON:

Guillermo Munoz Project Manager
Telephone: 775-283-7363

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

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: Jonathan Dethmers

FIRM: Nevada Barricade and Sign Co, Inc.

CARSON CITY BUSINESS LICENSE #: BL-004996

NEVADA CONTRACTORS LICENSE #: 0052315

Address: 9530 N. Virginia Street

City: Reno **State:** NV **Zip Code:** 89506

Telephone: 775-336-4930

E-mail Address: jonathan.dethmers@nbsco.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300068

Title: Short Line Striping

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 13, 2025 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300068** and titled Short Line Striping. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 18th day of August 2025.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 18th day of August 2025.

PERFORMANCE BOND

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

Bond #: _____

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 25300068** and titled **Short Line Striping** 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

Page: C - 19

(Construction Independent Contractor Agreement)

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL PERSONS BY THESE PRESENTS, that I/we _____

as Principal, hereinafter called

CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ _____ Dollars (state sum in words) _____

_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 25300068** and titled **Short Line Striping** 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.



26300068 (PWP# CC-2025-424 Addendum 1 Nevada Barricade & Sign Co, Inc. Supplier Response

Event Information

Number: 26300068 (PWP# CC-2025-424 Addendum 1)
 Title: CY25 Short Line Striping Project
 Type: Invitation for Bid
 Issue Date: 6/18/2025
 Deadline: 7/9/2025 02:00 PM (PT)
 Notes: **Title** | CY25 Short Line Striping Project

Project No. | P303825001

PWP No. | **CC-2025-424**

Engineer's Estimate | \$240,000

Funding | This project is locally funded.

BABAA | This project is not subject to BABAA requirements.

Type | This project is deemed a horizontal construction project.

Pre-Bid Meeting | This project will not conduct a pre-bid meeting.

DBE | There are no Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement. However, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it shall affirmatively ensure that in regard to any contract entered into, certified DBE/SBE firms shall be afforded full opportunity to submit bids and proposals in response to our invitation and shall not be discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an

award. Although there is no contract-specific goal associated, the City encourages bidders to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program. Exhibit A

Summary | Carson City is accepting sealed bids for CY25 short line striping which includes, but is not limited to, repainting of 24" painted crosswalk markings, 12" painted crosswalk stripes, painted sharks teeth yield bars and 24" stop bars, directional arrows and pavement text using Nevada Type II waterborne paint. Project includes layout, traffic control, and all other incidentals necessary for execution, including all common phases of construction customarily associated with pavement marking projects.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: cakers@carson.org

Nevada Barricade & Sign Co, Inc. Information

Exhibit A

Contact: Joshua Dethmers
Address: PO Box 20459
Reno, NV 89515
Phone: (775) 331-5100
Fax: (775) 331-5103
Email: Joshua.Dethmers@nbsco.com
Web Address: www.nbsco.com

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

Joshua Dethmers

Signature

Submitted at 7/9/2025 10:15:56 AM (PT)

Joshua.Dethmers@nbsco.com

Email

Requested Attachments

03.Vendor_Information_&_UEI_Form

Due with bid submission.

03.Vendor_Information_&_UEI_Form.pdf

04.Bidder_1%_Subcontractor_Info

Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to CAkers@carson.org *GENERAL CONTRACTOR MUST SELF-LIST*

04.Bidder_1%_Subcontractor_Info.pdf

05.Bidder_5%_Subcontractor_Info

Due with bid submission. *GENERAL CONTRACTOR MUST SELF-LIST*

05.Bidder_5%_Subcontractor_Info.pdf

06.Bid_Bond_Form

Due with bid submission.

06.Bid_Bond_Form.pdf

08.Conflict_of_Interest_Disclosure_Form

Due with bid submission.

08.Conflict_of_Interest_Disclosure_Form.pdf

09.Certification_of_Authorization_&_Understanding

Due with bid submission.

09.Certification_of_Authorization_&_Understanding.pdf

11.Bidding_Preference_Affidavit

Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.

11.Bidding_Preference_Affidavit.pdf

12.Certificate_of_Eligibility_for_License

Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.

12 NBSCO Cert of Eligibility 2024-2025 (1).pdf

13.References

Due with bid submission.

13 References.pdf

Response Attachments

Ref07.Davis_Bacon_BLDG.pdf, Ref07.Davis_Bacon_Heavy.pdf.pdf

Ref07.Davis_Bacon_BLDG.pdf, Ref07.Davis_Bacon_Heavy.pdf

1	Acknowledgement of Addendum/Addenda Bidder acknowledges receipt of ___ addendum/addenda for this solicitation. <input type="text" value="1"/>
----------	--

2	Substitutions & Revisions No substitution(s) or revision(s) to this Bid Proposal form will be accepted. Carson City will reject bids with any substitution(s), revision(s), or other alteration(s) to this Bid Proposal form. <input checked="" type="checkbox"/> Acknowledged
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3	License Requirements All bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. The successful bidder shall possess a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting its bid. All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their portion of the work. A subcontractor named by the bidder who is not properly licensed for the portion of the work is not acceptable. The bidder shall provide an acceptable subcontractor within 48 hours of discovery of the exception and before any further work on the project is undertaken. For federally assisted contracts, all requirements for such shall apply and any contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada with a recognized classification to perform the work in connection with the award of the contract to them. <input checked="" type="checkbox"/> Acknowledged
----------	--

4	Required Postings & Notices All bidders must review and acknowledge the provisions in the document titled Ref09.Postings_&_Notices_Requirements.pdf as part of this submission. This form is available on the "Attachments" tab. Note: Jobsite poster requirements, if applicable, are listed in the Special Conditions. <input checked="" type="checkbox"/> Acknowledged
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5	Vendor Information & UEI Bidders must return the document titled 03.Vendor_Information_&_UEI_Form.pdf as part of this submission. For federally assisted contracts, bidders must also include a valid UEI number provided by SAM.gov and attach a copy of the SAM.gov UEI printout to the above document. <input checked="" type="checkbox"/> Acknowledged
----------	--

6 References

Exhibit A

All bidders must provide a document on company letterhead and name the upload [13.References.pdf](#) as part of this submission. This letter must include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years with the following information:

Company Name & Mailing Address
Company Phone & Email
Project Title
Scope of Work & Dates of Performance
Amount of Contract

If the letter does not include at least three (3) contracts of a similar nature performed by the bidder in the previous three (3) years, then it must also list the bidder's 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.

Acknowledged

7 Prevailing Wage & Davis-Bacon

All bidders must acknowledge the State of Nevada Prevailing Wages provided in the document titled [Ref06.Northern_NV_Prevailing_Wage_Rates.pdf](#) as part of this submission. This document is available on the "Attachments" tab.

As applicable, all bidders must acknowledge the Davis-Bacon Wage Determinations provided in the documents titled [Ref07.Davis_Bacon_BLDG.pdf](#), [Ref07.Davis_Bacon_Heavy.pdf](#), and/or [Ref07.Davis_Bacon_HWY.pdf](#) as part of this submission. These documents are available on the "Attachments" tab. *Note: Davis-Bacon filenames are succeeded by the General Decision Number and Modification Number. ex: Ref07.Davis_Bacon_HWY_NV20240057(mod5).pdf*

Northern Nevada Rural Counties Prevailing Wage Rates are published October 1 each year and are applicable to Public Works Projects over \$100k that are Bid/Awarded between October 1 of the publication year and September 30 of the following year.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works. Davis-Bacon Wage Determinations are published throughout the year and are updated as-needed. Davis-Bacon Wage Determinations will be verified two (2) weeks before bid opening and again two (2) days before of bid opening.

Acknowledged

8 Apprenticeship Utilization Act Requirements

Senate Bill 82 significantly amended NRS 338.01165, otherwise known as the Apprenticeship Utilization Act (AUA). All bidders must review the document titled [Ref08.SB82_Regulations.pdf](#) as part of this submission. This form is available on the "Attachments" tab.

All bidders must acknowledge that as General/Prime Contractor, you and your subcontractors will comply with all requirements of the AUA and SB 82 for this project, unless a modification, waiver, or exemption applies.

Acknowledged

9 Title VI

All bidders must include in all subcontracts the Additional Contract Provisions related to Title VI of the Civil Rights Act of 1964 provided in the document titled [Ref11.Contract_Provisions_TitleVI.pdf](#) for this project. This document is available on the "Attachments" tab.

Acknowledged

10 Bidding Preference & Certificate of Eligibility NRS 338.147

Exhibit A

For projects expected to cost more than \$250k, Bidders requesting a preference per NRS 338.147 shall include with their bid a copy of the Contractor's Certificate of Eligibility issued by the Nevada State Contractors Board as proof of compliance to be considered. In addition, Bidders shall include with their bid a [11.Bidding_Preference_Affidavit.pdf](#), available on the "Attachments" tab, to certify requirements will be adhered to, documented, and attained to remain eligible to receive a preference in bidding and remain in compliance with NRS 338.1417 and NRS 338.1389.

Acknowledged

11 DBE Goal

Bidder acknowledges the DBE goal of ____% for this project. (Enter the percentage as #.# or 0.0 if there is no set DBE goal.)

If no (0.0%) Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement have been set, then in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, we, the Bidder, have ensured that any contract entered into, certified DBE/SBE firms have been afforded full opportunity to submit bids and proposals in response to our invitation and have not been discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, we have made the effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.

12 Execution of Bid Proposal

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

- Bidder Instructions,
- Bid Plans/Drawings,
- General Conditions,
- Special Conditions,
- Standard Specifications,
- Technical Specifications,
- Geotechnical Reports,
- Bid Bond,
- Proposal Summary,
- Contract Award Instructions, and
- Any subsequent Addenda to this Solicitation that may be published.

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

Total:

Package Items

Exhibit A

1.1 Mobilization, Demobilization and Clean-UpQuantity: 1 UOM: LS Unit Price: Total: **1.2 Traffic Control**Quantity: 1 UOM: LS Unit Price: Total: **1.3 24" X Walk Solid White (LF)**Quantity: 20000 UOM: LF Unit Price: Total: **1.4 24" STOP Bar Solid White (LF)**Quantity: 4250 UOM: LF Unit Price: Total: **1.5 Shark Teeth**Quantity: 780 UOM: EA Unit Price: Total: **1.6 Left or Right Turn Arrow**Quantity: 430 UOM: EA Unit Price: Total: **1.7 Straight/ Merge Arrow**Quantity: 35 UOM: EA Unit Price: Total: **1.8 Combo Thru/Right Turn Arrow**Quantity: 12 UOM: EA Unit Price: Total: **1.9 Combo Thru/Left Turn Arrow**Quantity: 4 UOM: EA Unit Price: Total: **1.10 Bike Lane Symbol w/ Arrow**Quantity: 90 UOM: EA Unit Price: Total: **1.11 Stop**Quantity: 4 UOM: EA Unit Price: Total: **1.12 Only**Quantity: 130 UOM: EA Unit Price: Total: **1.13 School**Quantity: 4 UOM: EA Unit Price: Total: **1.14 XING**Quantity: 5 UOM: EA Unit Price: Total: **1.15 Ahead**Quantity: 3 UOM: EA Unit Price: Total: **1.16 Green Bike Lane Striping**Quantity: 1400 UOM: LF Unit Price: Total: **1.17 Chevron Line (Solid White)**Quantity: 630 UOM: LF Unit Price: Total: **1.18 Yellow Hatching (Solid Yellow)**Quantity: 149 UOM: LF Unit Price: Total: **Response Total: \$264,674.89**

Vendor Profile

Vendor Name

Business Name

dba/Fictitious Name

State of Nevada Business License No.

Carson City Business License No.

Federal ID

*Unique Entity Identifier (UEI)

**Attach copy of SAM.gov UEI printout*

Physical Street Address

City, State, ZIP

Mailing Street Address

City, State, ZIP

Telephone Number

Email

Website URL

Contact Person

Contact Title

Contact Phone

Contact Email

Licensing Information

Nevada State Contractor's License No.

License Classification(s)

Date Issued

Limitation(s) of License

Date of Expiration

Name of Licensee

Disclosure of Principals

(1) Individual and/or Partnership

Address

City, State, ZIP

(2) Individual and/or Partnership

Address

City, State, ZIP

(3) Individual and/or Partnership

Address

City, State, ZIP

(4) Individual and/or Partnership

Address

City, State, ZIP

(5) Individual and/or Partnership

Address

City, State, ZIP

(6) Individual and/or Partnership

Address

City, State, ZIP

Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

Company Name

Authorized Name

Title

Direct Email Address

Direct Telephone No.

Mailing Address

BIDDER SUBCONTRACTOR INFORMATION

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

Contract #:

Contractor:

Project #(s):

Address:

Bid Amount:

This information must be submitted by the three (3) lowest bidders **NO LATER THAN TWO (2) HOURS AFTER 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, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS <i>IF FEDERALLY FUNDED, INCLUDE UEI NUMBER</i>	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # <i>(IF APPLICABLE)</i>	LICENSE LIMIT <i>(IF APPLICABLE)</i>	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No.

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

Contract #:

Contractor:

Project #(s):

Address:

Bid Amount:

This information must be submitted **AT THE TIME OF BID SUBMISSION**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS <i>IF FEDERALLY FUNDED, INCLUDE UEI NUMBER</i>	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # <i>(IF APPLICABLE)</i>	LICENSE LIMIT <i>(IF APPLICABLE)</i>	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*List all items, attach a separate sheet if necessary. Do not enter "multiple" or "various."

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.

Contractor's Signature

Date

Telephone No.

CITY OF CARSON CITY, NEVADA – BID BOND

We the undersigned, Nevada Barricade & Sign Co., Inc. , as "Principal",
and Ascot Surety & Casualty Company , as "Surety",
are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum
of Ten Percent of the Total Amount Bid dollars (\$ ^{10% of the Total} Amount 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 # 26300068 PWP # CC-2025-424
for Project Title Carson City 2025 Short Line Striping 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: 07/08/2025

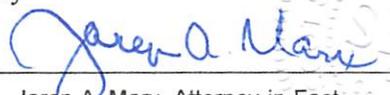
Nevada Barricade & Sign Co., Inc.

Principal

By: 
Jonathan Dehmers

Ascot Surety & Casualty Company

Surety

By: 
Jaren A. Marx, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Marina Tapia, Edward C. Spector, Ethan Spector, B. Aleman, Sandra Corona, Aidan Smock, D. Garcia, Sarah Campbell, Jennifer Ochs, Erin Brown, Jaren A Marx, Rachel A Mullen, Michelle Haase, Simone Gerhard, Alysha Mendoza and KD Wapato

of Los Angeles, CA (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 8th day of July, 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

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:

Certification of Authorization and Understanding

Project Name: CY25 Short Line Striping Project

Project Number: 26300068 || CC-2025-424

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

Michelle Stokley

Payroll Officer (Name)

Michelle Stokley Digitally signed by Michelle Stokley
Date: 2025.07.07 15:38:30 -07'00'

Payroll Officer (Signature)

Nevada Barricade & Sign Company

(Name of Contractor/Subcontractor)

By **Jonathan Dethmers** Digitally signed by Jonathan
Dethmers
Date: 2025.07.07 16:55:57 -07'00'

(Owner's Signature)

Vice President

(Title)

0052315

(Contractor/Subcontractor License Number)

7/7/2025

(Date)

Certification of Authorization and Understanding

Project Name: CY25 Short Line Striping Project

Project Number: 26300068 || CC-2025-424

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

Stephanie Wadleigh

Payroll Officer (Name)

Stephanie Wadleigh Digitally signed by Stephanie Wadleigh
Date: 2025.07.07 15:34:45 -07'00'

Payroll Officer (Signature)

Nevada Barricade & Sign Company

(Name of Contractor/Subcontractor)

By **Jonathan Dethmers** Digitally signed by Jonathan
Dethmers
Date: 2025.07.07 16:56:34 -07'00'

(Owner's Signature)

Vice President

(Title)

0052315

(Contractor/Subcontractor License Number)

07/07/2025

(Date)

BIDDING PREFERENCE AFFIDAVIT

Exhibit A

(This form is required to receive a preference in bidding.)

On behalf of _____,

for Bid Number _____, and

Project Name _____,

- (a) The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
- (b) The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
- (c) The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
- (d) The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

As the Authorized Official for the undersigned, I certify that the requirements will be adhered to, documented, and attained on completion of the contract to remain in compliance with NRS 338.147 and NRS 338.1389, and to remain eligible to receive a preference in bidding on the above Project. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages and understand the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389.

Authorized Official

Title

Signature

Date



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

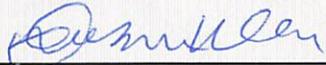
CERTIFICATE NUMBER: **BPC-09-07-14-0408**

NEVADA BARRICADE & SIGN COMPANY INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED**

STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2024** AND EXPIRES ON **JULY 31, 2025**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE **7.24.2024**
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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



9530 N. Virginia
Reno, NV 89506
775-331-5100
775-331-5103 fax
www.nbsco.com

July 8, 2025

NBSCO Project references for Carson City 2025 Short Line

1. City of Carson City

- a. 3505 Butti Way, Carson City NV 89701
- b. John Platt 775-887-2355
- c. jplatt@carson.org
- d. Carson City 2024 Short Line Project
- e. \$354,704.00
- f. Re-Stripe Pavement Markings throughout Carson City

2. City of Carson City

- a. 3505 Butti Way, Carson City NV 89701
- b. John Platt 775-887-2355
- c. jplatt@carson.org
- d. Carson City 2023 Short Line Project
- e. \$186,020.00
- f. Re-Stripe Pavement Markings throughout Carson City

3. City of Carson City

- a. 3505 Butti Way, Carson City NV 89701
- b. John Platt 775-887-2355
- c. jplatt@carson.org
- d. Carson City 2022 Short Line Project
- e. \$379,072.50
- f. Re-Stripe Pavement Markings throughout Carson City

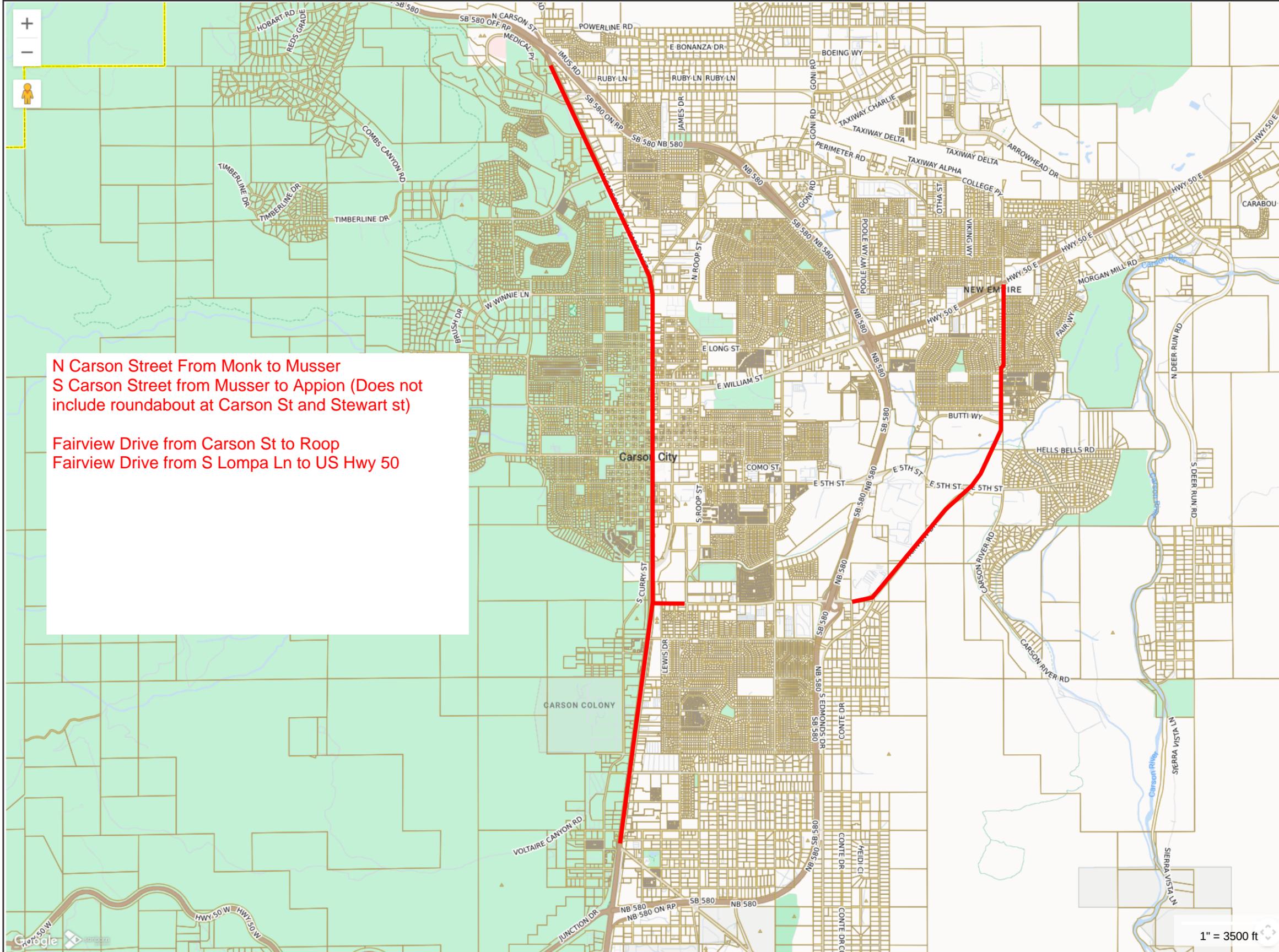
4. City of Carson City

- a. 3505 Butti Way, Carson City NV 89701
- b. John Platt 775-887-2355
- c. jplatt@carson.org
- d. Carson City 2021 Short Line Project
- e. \$94,485.60
- f. Re-Stripe Pavement Markings throughout Carson City

5. City of Carson City

- a. 3505 Butti Way, Carson City NV 89701
- b. John Platt 775-887-2355
- c. jplatt@carson.org
- d. Carson City 2020 Short Line Project
- e. \$94,485.60
- f. Re-Stripe Pavement Markings throughout Carson City

ATTACHMENT A - 2025 SHORT LINE STRIPING PROJECT MAP



N Carson Street From Monk to Musser
 S Carson Street from Musser to Appion (Does not include roundabout at Carson St and Stewart st)
 Fairview Drive from Carson St to Roop
 Fairview Drive from S Lompa Ln to US Hwy 50



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated daily
 Data updated daily

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

1" = 3500 ft

BID# 26300068 Short Line Striping Project**Date and Time of Bid Opening: July 9, 2025 @ 2:30pm****Nevada Barricade & Sign Co,
Inc.**

Line #	Description	QTY	UOM	Unit	Extended
1.1	Mobilization, Demobilization and Clean-Up	1	LS	\$28,000.00	\$28,000.00
1.2	Traffic Control	1	LS	\$63,500.00	\$63,500.00
1.3	24" X Walk Solid White (LF)	20000	LF	\$3.70	\$74,000.00
1.4	24" STOP Bar Solid White (LF)	4250	LF	\$3.70	\$15,725.00
1.5	Shark Teeth	780	EA	\$20.00	\$15,600.00
1.6	Left or Right Turn Arrow	430	EA	\$58.00	\$24,940.00
1.7	Straight/ Merge Arrow	35	EA	\$157.50	\$5,512.50
1.8	Combo Thru/Right Turn Arrow	12	EA	\$101.25	\$1,215.00
1.9	Combo Thru/Left Turn Arrow	4	EA	\$101.25	\$405.00
1.10	Bike Lane Symbol w/ Arrow	90	EA	\$95.00	\$8,550.00
1.11	Stop	4	EA	\$78.75	\$315.00
1.12	Only	130	EA	\$78.75	\$10,237.50
1.13	School	4	EA	\$120.00	\$480.00
1.14	XING	5	EA	\$76.85	\$384.25
1.15	Ahead	3	EA	\$106.88	\$320.64
1.16	Green Bike Lane Striping	1400	LF	\$5.50	\$7,700.00
1.17	Chevron Line (Solid White)	630	LF	\$10.00	\$6,300.00
1.18	Yellow Hatching (Solid Yellow)	149	LF	\$10.00	\$1,490.00
Schedule A: Base Bid Items				\$264,674.89	

Carson City is recommending award to Nevada Barricade & Sign CO., Inc. and is tentatively scheduled for approval and award at the August 13, 2025 Regional Transportation Commission meeting.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: Transportation Manager's Report

Agenda Action: Other / Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

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

(Vote Recorded By)



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: Street Operations and Control Systems Reports for May and June

Agenda Action: Other / Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

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):

[6B_RTC_Exhibit 1 - May Street Operations Report.pdf](#)

[6B_RTC_Exhibit 2 - June Street Operations Report.pdf](#)

[6B_RTC_Exhibit 3 - Traffic-Transportation Control Systems Report - May.pdf](#)

[6B_RTC_Exhibit 4 - Traffic-Transportation Control Systems Report - June.pdf](#)

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: August 13, 2025
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: June 5, 2025
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of May 2025

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	1336
Street Patching Operation (tons of asphalt)	44	667
Pot Holes Repaired	68	1996

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	32	493
Tree Removal	2	10
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	5,463
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	1008	8,712

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	35	381
Curb & Gutter (linear feet)	298	2,749
Sidewalk & Flat Work (sq/ft)	1,003	12,725
ADA Ramps	0	2
Misc.	0	308

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	2
Shoulder Work on Asphalt Roads (feet)	729	5,060
Debris Cleaned	0	178

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	42	2,411
Lineal foot of ditch cleared	428	5,054
Pipe Hydro Flushed (linear feet)	0	5,037

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	643	6,112
Material Picked Up (yards)	325	3,329
City Parking Lots Swept	0	2

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	50	413
Bins Hauled for Sweeping Operation (yards)	27	327
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	49
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	381
Removed Christmas Decorations	0	381

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	31	310
Signs Replaced	19	239
Sign Post Replaced	1	53
Signs Refurbished/Replaced due to Graffiti Damage	0	4
Delineators Replaced	6	141
Cross Walks Painted	31	212
Stop Bars Painted	32	199
Yield Bars Painted	10	84
Right Arrows Painted	16	46
Left Arrows Painted	52	208
Straight Arrows Painted	9	22
Stop (word) Painted	5	5
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	7	65
Curb Painted (linear feet)	0	1289

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	4
Sand/Salt mixture applied (Yards)	0	285.5
Brine mixture applied (Gallons)	0	10100
Rain Event/Flood Control	0	1
Drainage Inlets Cleared	0	1224
Material removed from S/D system	0	65.75
Wind	0	0



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: August 13, 2025
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: July 3, 2025
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of June 2025

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	135	1471
Street Patching Operation (tons of asphalt)	153.5	820.5
Pot Holes Repaired	115	2111

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	27	520
Tree Removal	16	26
Tree Replacement	1	0
Tree Care Chemical Treatment (gallons)	0	5,463
Tree Work for Other Departments	15	15
Weed Abatement Chemical Sprayed (gallons applied)	814	9,526

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	46	427
Curb & Gutter (linear feet)	356	3,105
Sidewalk & Flat Work (sq/ft)	1,765	14,490
ADA Ramps	0	2
Misc.	0	308

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	2
Shoulder Work on Asphalt Roads (feet)	0	5,060
Debris Cleaned	0	178

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	235	2,646
Lineal foot of ditch cleared	116	5,170
Pipe Hydro Flushed (linear feet)	0	5,037

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	528	6,640
Material Picked Up (yards)	265	3,594
City Parking Lots Swept	2	4

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	46	459
Bins Hauled for Sweeping Operation (yards)	29	356
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	53
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	381
Removed Christmas Decorations	0	381

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	14	324
Signs Replaced	11	250
Sign Post Replaced	2	55
Signs Refurbished/Replaced due to Graffiti Damage	0	4
Delineators Replaced	21	162
Cross Walks Painted	28	240
Stop Bars Painted	40	239
Yield Bars Painted	11	95
Right Arrows Painted	8	54
Left Arrows Painted	62	270
Straight Arrows Painted	0	22
Stop (word) Painted	0	5
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	13	78
Curb Painted (linear feet)	0	1289

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	4
Sand/Salt mixture applied (Yards)	0	285.5
Brine mixture applied (Gallons)	0	10100
Rain Event/Flood Control	0	1
Drainage Inlets Cleared	0	1224
Material removed from S/D system	0	65.75
Wind	0	0

6B_RTC_Exhibit 3 - Traffic/Transportation Control Systems Report - May



Carson City Regional Transportation Commission Item for Commission Information

RTC Meeting Date: August 13, 2025
Date Prepared: July 30, 2025
Reporting Period: May 2025
Subject Title: Traffic / Transportation Control Systems Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

Carson City Public Works, Control Systems Division Status Report of Traffic and Transportation Technician Activities

Work Order Summary

ACTIVITIES	QUANTITIES	FYTD
Total Work Orders Created	183	NA
Total Work Orders Completed	165	NA
Total Open Work Orders	180	NA

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	144	NA
Unplanned and Repair Work Orders	21	NA

Completed Work Orders by County

ACTIVITIES	QUANTITIES	Percent
Douglas County	17	10%
Lyon County	2	1%
Storey County	0	0%
Carson City	146	88%
Unknown	0	0%

Work orders include work on traffic signals, lighted/flashing beacons, signalized crosswalks, and other electronic traffic control devices.
 Planned and recurring scheduled maintenance work orders include those recurring and those scheduled by staff.
 Unplanned and repair work orders include unscheduled activities and equipment failures.

6B_RTC_Exhibit 4 - Traffic/Transportation Control Systems Report - June



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: August 13, 2025
Date Prepared: July 30, 2025
Reporting Period: June 2025
Subject Title: Traffic / Transportation Control Systems Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

**Carson City Public Works, Control Systems Division
Status Report of Traffic and Transportation Technician Activities**

Work Order Summary

ACTIVITIES	QUANTITIES	FYTD
Total Work Orders Created	123	NA
Total Work Orders Completed	142	NA
Total Open Work Orders	157	NA

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	132	NA
Unplanned and Repair Work Orders	10	NA

Completed Work Orders by County

ACTIVITIES	QUANTITIES	Percent
Douglas County	26	18%
Lyon County	5	4%
Storey County	0	0%
Carson City	111	78%
Unknown	0	0%

Work orders include work on traffic signals, lighted/flashing beacons, signalized crosswalks, and other electronic traffic control devices. Planned and recurring scheduled maintenance work orders include those recurring and those scheduled by staff. Unplanned and repair work orders include unscheduled activities and equipment failures.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** August 13, 2025

Staff Contact: Chris Martinovich, Transportation Manager

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

Agenda Action: Other / Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

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):

[6C_RTC_Exhibit 1 - Transportation and Streets Revenue Accounts - July.pdf](#)

[6C_RTC_Exhibit 2 - Project Status Report.pdf](#)

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

(Vote Recorded By)

Fuel/Tax Revenues				
Gasoline Gallons Sold^{2,3}				
Month	FY2022	FY2023	FY2024 ¹	FY2025 ¹
JUL	3,991,136	4,220,590	3,965,689	4,320,724
AUG	3,751,425	4,234,582	4,104,221	4,196,903
SEP	3,322,771	3,894,625	3,854,108	3,942,136
OCT	3,882,715	3,958,285	3,907,100	4,198,320
NOV	3,638,765	3,502,424	3,577,811	3,722,217
DEC	3,536,217	4,537,676	3,720,476	3,785,182
JAN	3,513,238	3,043,290	3,339,952	3,917,500
FEB	3,572,453	3,201,366	3,412,536	3,472,422
MAR	3,991,170	3,309,050	3,559,473	3,846,801
APR	3,809,859	3,820,024	3,678,204	3,792,383
MAY	4,130,816	4,018,183	3,851,281	3,816,305
JUNE	4,050,725	4,057,802	4,150,910	
Total Year Gallons	45,191,290	45,797,897	45,121,761	43,010,893
Gasoline Revenues⁴				
Fuel Tax Revenue County Option				
9¢ - NRS 373 (RTC)	\$ 3,984,482	\$ 3,940,048	\$ 3,981,263	\$ 3,786,747
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	\$ 1,878,929	\$ 1,873,632	\$ 1,869,465	\$ 1,756,986
Diesel Gallons Sold^{2,3}				
Month	FY2022	FY2023	FY2024 ¹	FY2025 ¹
JUL	982,794	1,135,368	1,026,450	1,059,022
AUG	1,063,666	1,224,462	1,077,048	1,081,634
SEP	1,017,767	1,157,759	1,116,748	986,532
OCT	1,100,471	1,141,459	1,089,220	1,038,653
NOV	988,420	899,884	946,012	908,845
DEC	900,472	767,073	849,139	810,757
JAN	1,009,068	701,894	751,666	824,737
FEB	958,971	724,359	740,617	691,802
MAR	1,164,775	845,076	845,004	806,666
APR	1,054,775	966,083	943,427	878,832
MAY	1,218,200	1,067,394	1,068,855	950,852
JUN	1,188,536	1,047,908	1,057,165	
Total Year Gallons	12,647,915	11,678,719	11,511,351	10,038,332
Diesel 5 cent Tax Revenue¹	\$ 517,403	\$ 661,577	\$ 568,664	\$ 414,581
NRS 373.083.5 (% to NDOT)	\$ (10,111)	\$ (99,231)	\$ (56,405)	
Final - Diesel Revenue	\$ 507,293	\$ 562,345	\$ 512,259	\$ 414,581
Basic City County Relief Tax (BCCRT) 0.25% Sales Tax				
Month	FY2022	FY2023	FY2024 ¹	FY2025 ¹
JUL	324,278	333,043	359,937	361,271
AUG	317,925	336,083	365,305	356,622
SEP	318,061	337,342	366,805	357,879
OCT	311,660	337,975	353,501	343,590
NOV	310,279	317,077	343,720	152,005
DEC	340,605	342,903	383,106	429,718
JAN	294,955	290,322	290,116	319,461
FEB	295,630	269,279	302,593	282,030
MAR	352,598	329,948	336,156	305,519
APR	338,354	337,725	360,130	367,792
MAY	346,378	350,655	382,191	362,049
JUN	362,294	371,249	372,450	
Sales Tax, Voter Approved 0.25%	\$ 3,913,016	\$ 3,953,601	\$ 4,216,009	\$ 3,637,936

Disclaimers:

- 1- All information is preliminary and subject to audit and revision.
- 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
- 3- Actual gallons are net gallons after refunds.
- 4- NRS 365 and NRS 373 outline how revenue collected is distributed to counties. A summary of the calculation can be found in NDOT's Performance Analysis Report. <https://www.dot.nv.gov/>

Other Revenues

Developer Contributions

FY Received	Amount	Intended Project	
21	\$ 8,610.91	District 1	
22	\$ 6,936.23	District 4	
23	\$ 48,300.00	Ormsby Blvd	
23	\$ 82,206.64	Ormsby Blvd	
24	\$ 475,000.00	Saliman/Robinson Signal	
24	\$ 100,700.00	N.Carson/Silver Oak	
26	\$ 21,707.00	District 4	
Varies	\$ 275,700.00	Prior Contributions obligated to Projects (Appion / Goni)	

EV Charger Revenue (effective Jan. 2024)

Month	FY2024 ¹	FY2025 ¹		
JUL		\$ 54.15		
AUG		\$ 89.80		
SEP		\$ 96.79		
OCT		\$ 40.23		
NOV		\$ 126.31		
DEC		\$ 64.13		
JAN	\$ 27.91	\$ 125.04		
FEB	\$ 32.67	\$ 440.75		
MAR	\$ 109.84	\$ 653.23		
APR	\$ 172.07	\$ 375.29		
MAY	\$ 124.65	\$ 407.71		
JUN	\$ 80.17	\$ 236.77		
Total	\$ 547.31	\$ 2,710.20		

Capital Sanitation/Street Repairs

	FY2022	FY2023	FY2024	FY2025
Total	\$ 346,974	\$ 361,363	\$ 375,333	\$ 396,640

Complete Streets Revenue*

	FY2022	FY2023	FY2024	FY2025
Total	\$ 12,290	\$ 13,256	\$ 13,822	\$ 14,624

Disclaimers:

- 1- All information is preliminary and subject to audit and revision.
- 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
- 3- Actual gallons are net gallons after refunds.

* \$2 dollar voluntary registration donation



**Carson City
Regional Transportation Commission
Capital Project Information**

Report Date: August 13, 2025

To: Regional Transportation Commission

From: Casey Sylvester, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303519009 - Roop Street Rehabilitation Project	\$332,911	2
P751021001 - East William Complete Streets Project	\$2,763,376	3
P303522005 - Carson City Multi-Use Path Improvement and Rehabilitation Project	\$677,081	4
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$275,938	5
P303523005 - West Carson Vulnerable User Pedestrian Safety Improvement Project	\$212,664	6
P303525008 - District Pavement Improvements – ARPA – Menlo Drive	\$307,634	7
P303524009 - District Pavement Improvements – ARPA – Districts 2 and 4	\$299,343	8
P303524002 - District 1 – Carmine Street Rehabilitation Project	\$147,142	9
P303524004 - District 1 – College Pkwy & Airport Road Pavement Preservation Project	\$106,704	10
P303524005 - District 1 – Goni Road Rehabilitation Project	\$108,051	11
P303525009 - District Pavement Improvements - ARPA - Hillview Drive	\$3,850	12
P303525010 - District Pavement Improvements - ARPA - Lepire Drive	\$752	13
P303525001 - District 2 – Little Lane Rehabilitation Project	\$153,185	14
P303525002 - District 2 – Stewart Street Preservation Project	\$65,972	15
P303525003 - District 2 – Fairview Drive Preservation Project	\$13,114	16
P303525004 - District 2 – 5th Street Rehabilitation Project	\$167,950	17
P303525006 - North Lompa Multi-Use Path Extension Project	\$29,247	18
P303525007 - Curry Street Complete Streets Project	\$7,404	19
P303625001 - JAC Transit Stop Lighting Project	\$1,853	20
P303525011 - Ash Canyon Road and Trailhead Project	\$1,628	21
TOTAL	\$5,675,798	

*As of August 5, 2025; includes design, construction management, and construction costs to date.

Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$332,911	As of Date	Grant Funded	Total Budget
		August 5, 2025	No	\$3,076,757
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY 19 to FY 24	\$1,473,500
2503035	507010	RT Fund	FY 21	\$169,555
6037510	507010	RACC	FY 24	\$800,000
5103205	507010	Wastewater Utility Fund	FY 21	\$515,000
5203505	507010	Water Fund	FY 22	\$118,702

Project Description			
Project Length	0.2 miles of full roadway reconstruction.	TIP I.D.	CC20220008

This project includes the reconstruction of Roop Street, between East 5th Street and Caroline Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities Act (ADA) standards.

Project Justification
 This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status
 The 90% design review will begin in September of 2025.

Project Schedule			
Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-24	Nov-25	Sep-24
Construction	Apr-26	Jul-27	N/A



Project Name: East William Complete Streets Project
Project Number: P751021001
Department Lead: Public Works

Project Cost to Date	\$2,763,376	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$28,762,257
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
3100615	507010	Infrastructure Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$9,698,295
6037510	507010	Redevelopment Capital	FY 22/23	\$835,175
2503082	431010	Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$6,669,787
2105050	500695	Trail Repairs	FY 25	\$159,000

Project Description

Project Length	1.5 Miles of complete streets improvements	TIP I.D.	CC20210005 CC20220005
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The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

Project Justification

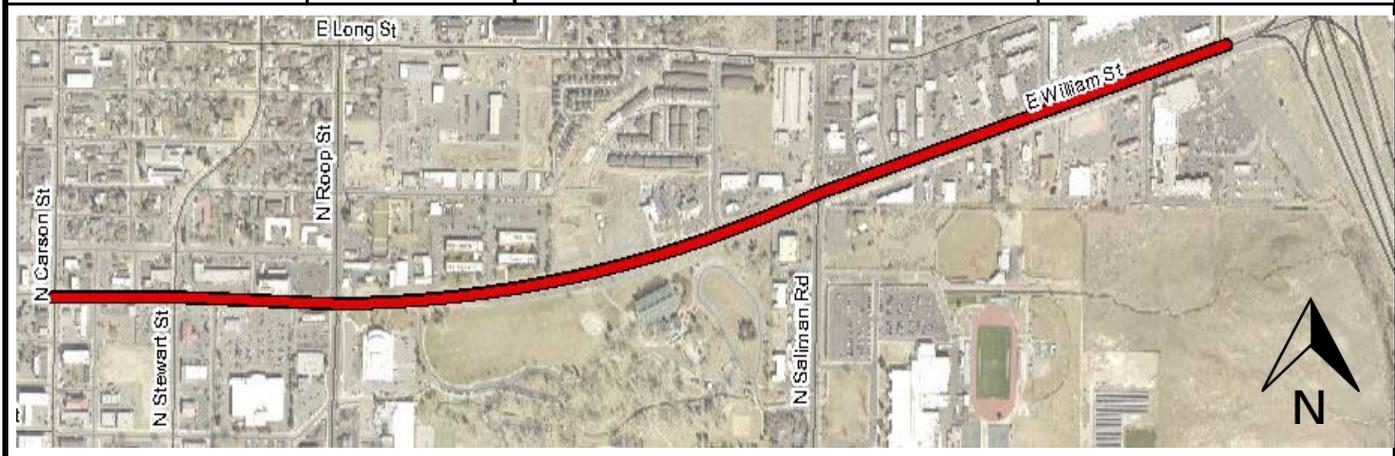
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant for \$9.3 Million. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street improvements.

Project Status

The utility contractor has begun work east of Roop Street, and Granite Construction will begin work on the complete street project in late August.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Dec-23	NA
Construction	Fall-25	Dec-26	Dec-24



Project Name: Carson City Multi-Use Path Improvement and Rehabilitation Project
Project Number: P303522005
Department Lead: Public Works

Project Cost to Date	\$677,081	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal TAP)	FY 22	\$1,548,500

Project Description

Project Length	7 miles rehabilitated path	TIP I.D.	CC20210009
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This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

Project Justification

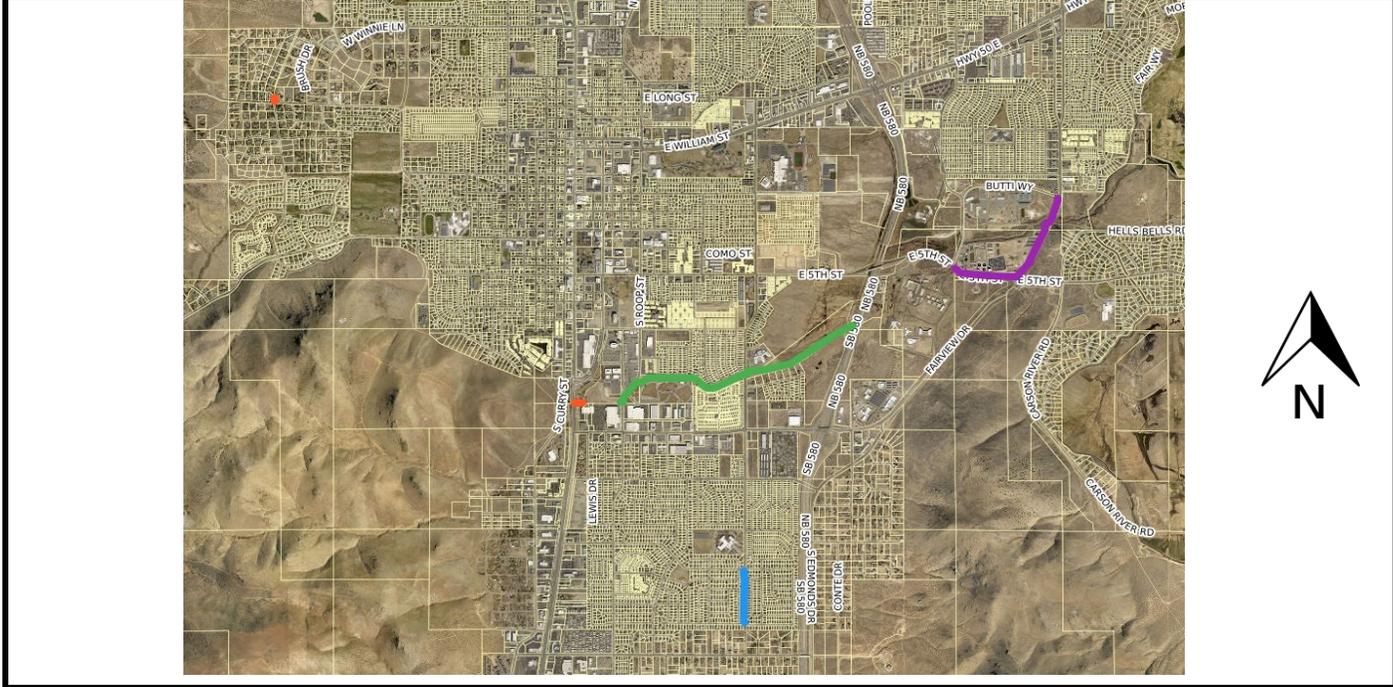
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

Work is occurring on Saliman Path and the V&T trail. Patching and paving operations are complete on the Linear Ditch trail, Governors Field path, Route 6 around the wastewater plant, and the Greenbriar spur. Remaining work on all sections includes slurry, striping, and signing. Construction is expected to be completed in early September.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Dec-23	1/11/2022
Construction	Spring 2025	Summer 2025	9/10/2024



Project Name: Appion Way Traffic Signal and Intersection Improvement Project
Project Number: P751021002
Department Lead: Public Works

Project Cost to Date	\$275,938	As of Date	Grant Funded	Total Budget
		August 5, 2025	No	\$1,706,400
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22 / FY 24	\$300,000
2503082	431010	Federally Directed Spending	FY 23	\$1,100,000
2503082	475100	Developer Contribution	FY 22	\$248,400

Project Description			
Project Length	New signal at S. Carson Street and Appion Way	TIP I.D.	CC20220001

Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

Project Justification

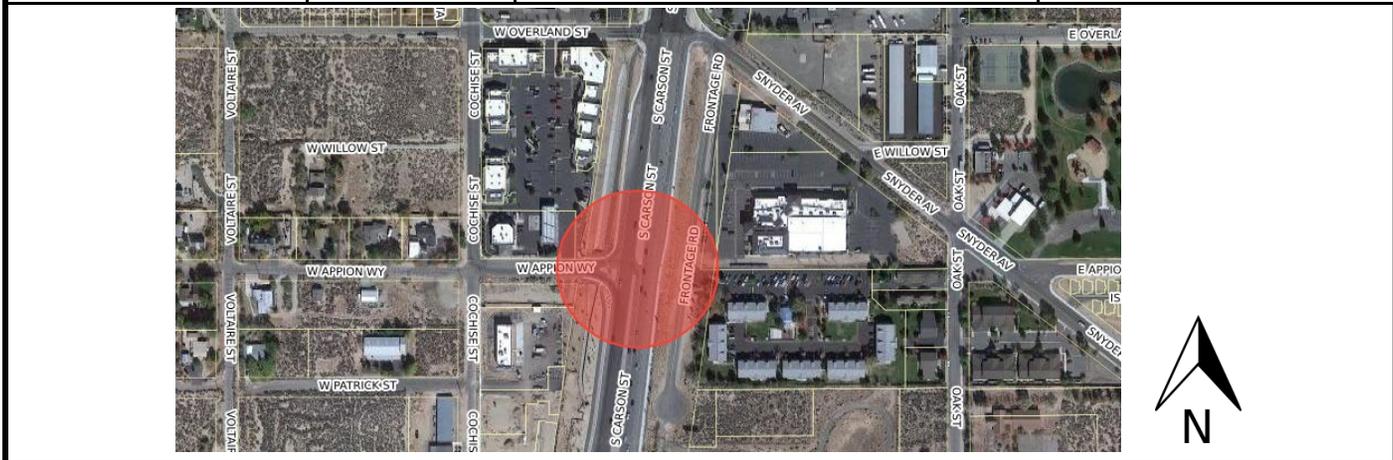
Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 53.

Project Status

The construction contract is expected to go before the RTC in August of 2025. Budget to be updated following award.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Jun-23	NA
Construction	Jun-25	Dec-25	Feb-25



Project Name: West Carson Vulnerable User Pedestrian Safety Improvement Project
Project Number: P303523005
Department Lead: Public Works

Project Cost to Date	\$212,664	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$1,853,316
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503082	431010	Federally Directed Spending	FY 23	\$1,500,000
2503035	500480	Street Repair	FY 25	\$77,000
2503035	507010	RT Fund	FY 23	\$276,316

Project Description

Project Length	0.7 miles of slurry seal and ADA upgrades	TIP I.D.	XS20220006
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This project outlines improvements in sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements. Intersection enhancements may include additional signing or striping, curb ramps and extensions, additional crosswalks, and raised pedestrian crossings. Along with pedestrian and bicycle improvements, roadway improvements will include a preservation treatment. The Project area is between Musser St, Telegraph St, Thompson St, and W 5th Street, which are all in the Carson Middle School and Bordewich Bray Elementary School area.

Project Justification

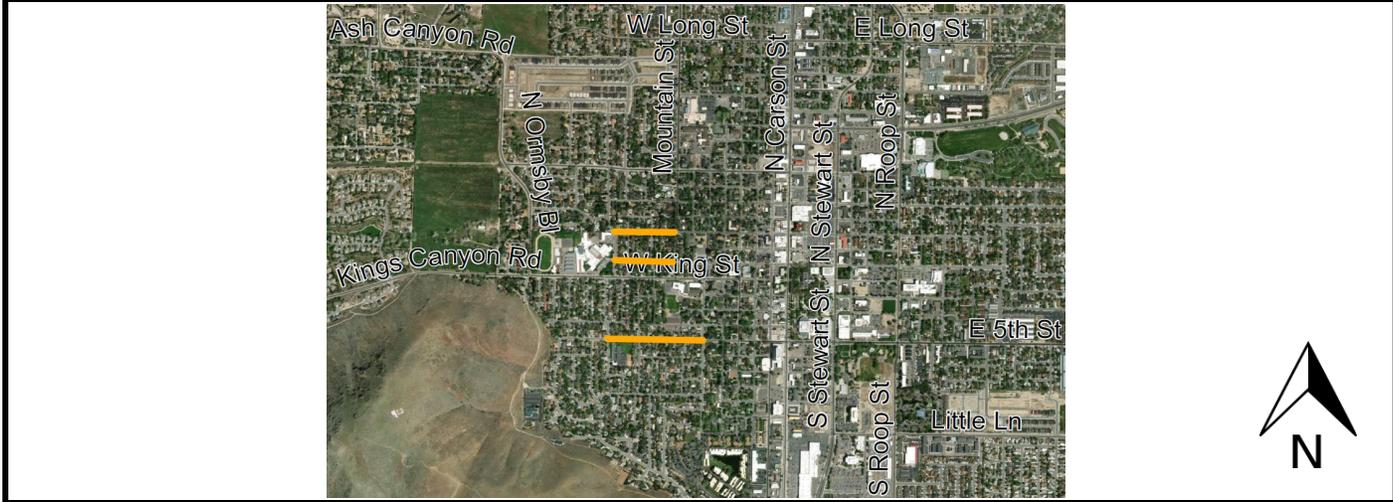
The proposed project will improve pedestrian and bicycle safety near Carson Middle School and Bordewich Bray Elementary School to promote safe and accessible transportation options for students, staff, and community members. The project aligns with the City's vision of promoting active transportation and creating a safe and healthy community, making it a crucial investment in the safety and well-being of the community and its students. The Project is supported by the Safe Routes to School Master Plan.

Project Status

The 100% plan review began in August of 2025. Public outreach continues for the project to discuss improvements with individual property owners.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-23	Sep-25	Feb-23
Construction	Fall 2025	Fall 2026	N/A



Project Name: District Pavement Improvements – ARPA – Menlo Drive
Project Number: P303525008
Department Lead: Public Works

Project Cost to Date	\$307,634	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$1,834,460
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 23	\$892,230
2503035	507010	RT Fund - Street Repairs	FY 25	\$50,000
5203505	507010	Water Utility Fund	FY 24	\$446,115
5103205	507010	Wastewater Utility Fund	FY 24	\$446,115

Project Description

Project Length	0.18 miles rehabilitation	TIP I.D.	No
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This pavement reconstruction project to improve Menlo Drive, a local road using American Rescue Plan Act funds (ARPA) in Performance Districts 3. The project will consist of pavement removal and replacement, new sewer and water utilities, ADA upgrades, and signing and striping.

Project Justification

ARPA funds in each district were allocated by the Board of Supervisors for local road improvements in all City Districts. The projects were selected and approved by the RTC based on the eligible pavement condition index values. The District 3 project will reconstruct Menlo Drive between N. Lompa Lane and Airport Road.

Project Status

The contractor is constructing curb and gutter and preparing for paving. Water and sewer portions of the project are complete. Construction is expected to be complete in early September.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Sep-24	N/A
Construction	Spring 2025	Fall 2025	N/A



Project Name: District Pavement Improvements – ARPA – Districts 2 and 4
Project Number: P303524009
Department Lead: Public Works

Project Cost to Date	\$299,343	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$1,157,990
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 24	\$1,107,990
2503035	507010	RT Fund - Street Repairs	FY 25	\$50,000

Project Description

Project Length	4.2 miles of preservation	TIP I.D.	No
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This pavement preservation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance Districts 2 and 4. The project includes crack sealing and slurry seal of the following roads: Table Rock Drive, New Ridge Drive, Longridge Drive, and Kennedy Drive in District 2. Baker Dr, Tuscarora Way, Greenbriar Drive, Ashford Drive, Briarwood Drive, Kerinne Circle, Lander Drive and Pioche Street in District 4.

Project Justification

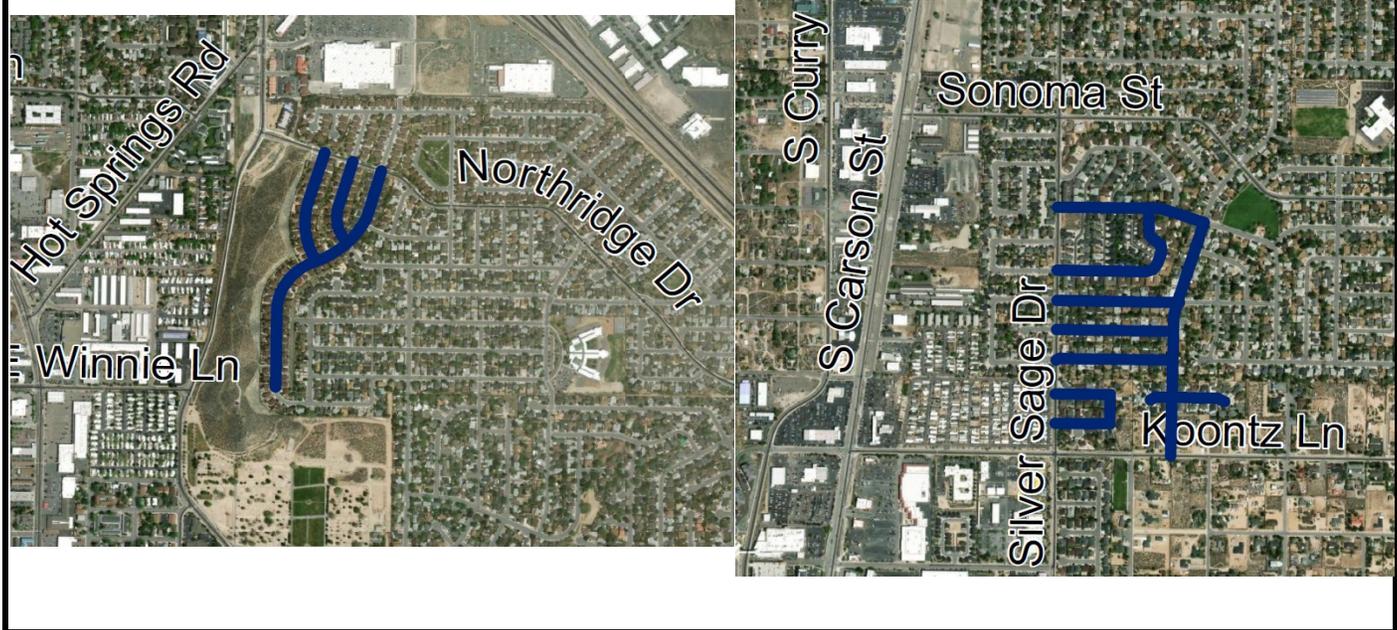
ARPA funds were allocated by the Board of Supervisors for local road improvements in all City Districts. The District 2 and 4 projects were selected and approved by the RTC based on the eligible pavement condition index values.

Project Status

The contractor has completed crack repair and patching. Curb ramps and associated patching is underway. Slurry seal to follow. Construction is expected to be complete in early September.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Sep-24	N/A
Construction	Spring 2025	Fall 2025	N/A



Project Name: District 1 - Carmine Street Rehabilitation Project
Project Number: P303524002
Department Lead: Public Works

Project Cost to Date	\$147,142	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$743,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$193,000
2750620	507010	Grants Fund (Federal-CDBG)	FY 24	\$325,854
5053702	507010	Stormwater Utility	FY 25	\$100,000
2750620	507010	Grants Application (Federal-CDBG)	FY 25	\$124,146

Project Description

Project Length | 0.5 Miles of ADA updates | **TIP I.D.** | CC202300005

Reconstruction of Carmine Street between Lompa Lane and Airport Road. The projects scope includes development of 15% complete streets design plans as well as the final design and construction of sidewalk and ADA improvements to meet the requirements of the grant funding.

Project Justification

The project was identified as a priority for District 1. Several factors were evaluated in the process including: pavement condition, presence of bus route, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with utilities. The project has also received federal Community Development Block Grant funding for necessary sidewalk and pedestrian connectivity. Construction of limited sidewalk and ADA upgrades stretches the available funding that can be used for future roadway reconstruction.

Project Status

The 60% design submittal is expected in August of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-24	Apr-25	N/A
Construction	Mar-26	Oct-26	TBD



Project Name: District 1 – College Pkwy & Airport Road Pavement Preservation Project
Project Number: P303524004
Department Lead: Public Works

Project Cost to Date	\$106,704	As of Date	Grant Funded	Total Budget
		August 5, 2025	No	\$2,024,500
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$1,149,500
2535005	507010	V&T Infrastructure Fund	FY 24	\$875,000

Project Description

Project Length	2.5 miles of pavement preservation	TIP I.D.	CC20210003
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This is a pavement preservation project (Chip Seal) of Airport Road and College Parkway. Airport Road - College Pkwy and Hwy 50. It also includes miscellaneous sidewalk revisions, roadside improvements, and signing and striping.

College Parkway - Between N. Lompa Lane and Hwy 50. In addition, signing and striping improvements.

Project Justification

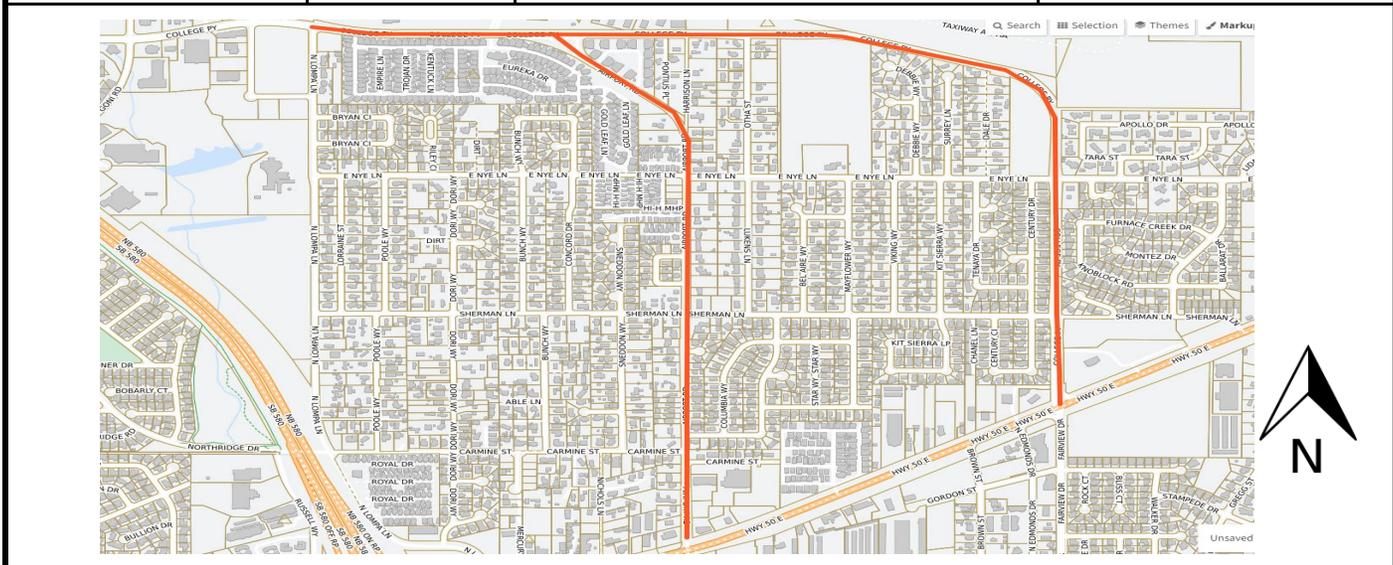
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Airport Road and College Pkwy were selected. A chip seal was selected based on the existing cracking and PCI of the road.

Project Status

The 100% plan review will begin in August of 2025. The project is expected to advertise in September of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Jul-25	N/A
Construction	Winter 2025	Winter 2026	TBD



Project Name: District 1 – Goni Road Rehabilitation Project
Project Number: P303524005
Department Lead: Public Works

Project Cost to Date	\$108,051	As of Date	Grant Funded	Total Budget
		August 5, 2025	No	\$3,115,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$3,115,000

Project Description

Project Length	0.6 miles of pavement rehabilitation	TIP I.D.	CC20240003
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Project includes milling and paving on Goni Rd from College Pkwy to Arrowhead with intersection modifications. Developer Contributions of \$27,300 are included in the project budget.

Project Justification

Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Goni Road was selected for funding. The project was approved by the RTC board in February of 2024.

Project Status

The 30% design is expected to enter review in October of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-24	Dec-26	N/A
Construction	Mar-27	Dec-27	TBD



Project Name: District Pavement Improvements - ARPA - Hillview Drive
Project Number: P303525009
Department Lead: Public Works

Project Cost to Date	\$3,850	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$124,999
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 25	\$99,999
2503035	507010	RT Fund - Street Repairs	FY 25	\$25,000

Project Description

Project Length	0.25 miles of preservation	TIP I.D.	No
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This pavement preservation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance District 4. The project includes wide crack repair, crack sealing, and slurry seal of Hillview Drive between Appion way and Clearview Drive.

Project Justification

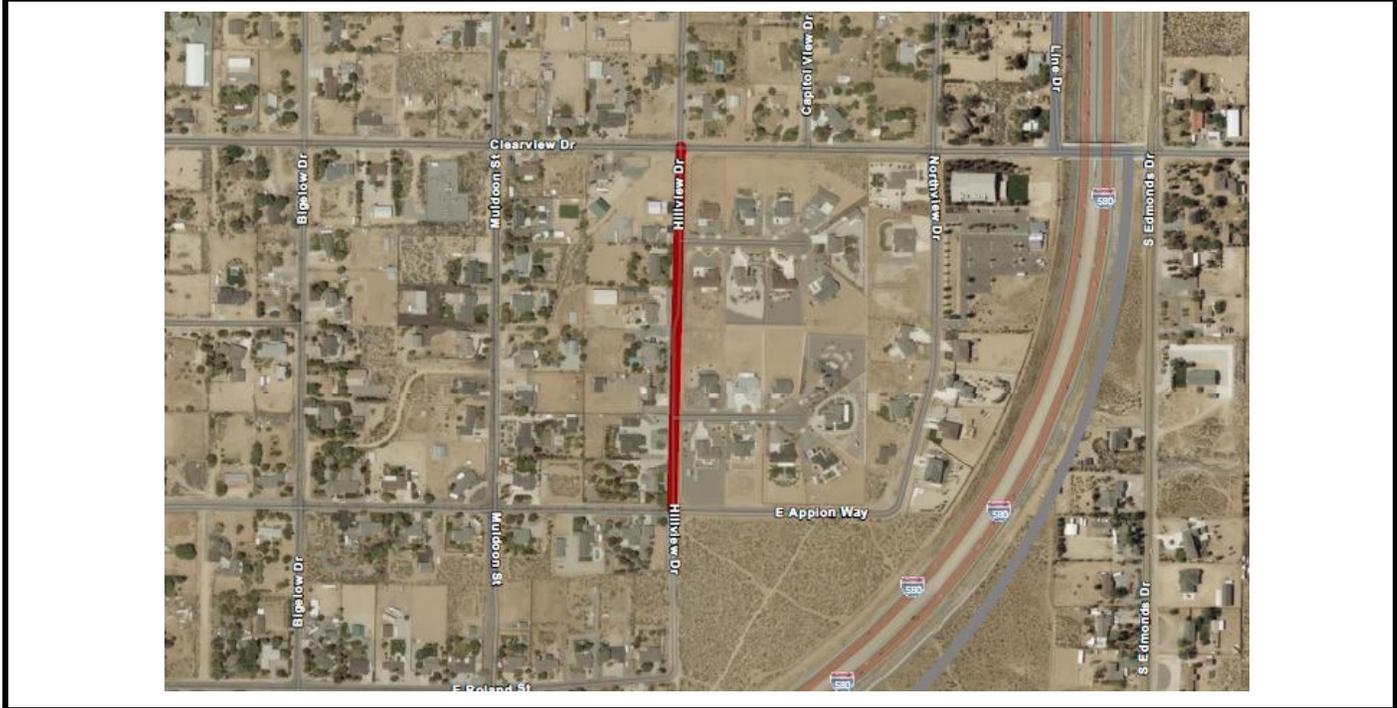
ARPA funds were allocated by the Board of Supervisors for local road improvements in all City Districts. Additional ARPA funds were allocated to Public Works in December of 2024. This project addresses pavement previously identified as part of pavement improvements in District 4 on Hillview Drive.

Project Status

Construction is complete. Payments are in process by the city.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Sep-24	N/A
Construction	May-25	Summer 2025	TBD



Project Name: District Pavement Improvements - ARPA - Lepire Drive
Project Number: P303525010
Department Lead: Public Works

Project Cost to Date	\$752	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$104,999
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 24	\$99,999
2503035	507010	RT Fund - Street Repairs	FY 25	\$5,000

Project Description

Project Length	0.06 miles of rehabilitation	TIP I.D.	No
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This pavement preservation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance District 3. The project includes pavement patching of 6500 square feet of Lepire Drive between Cassidy Court and Sundance Court.

Project Justification

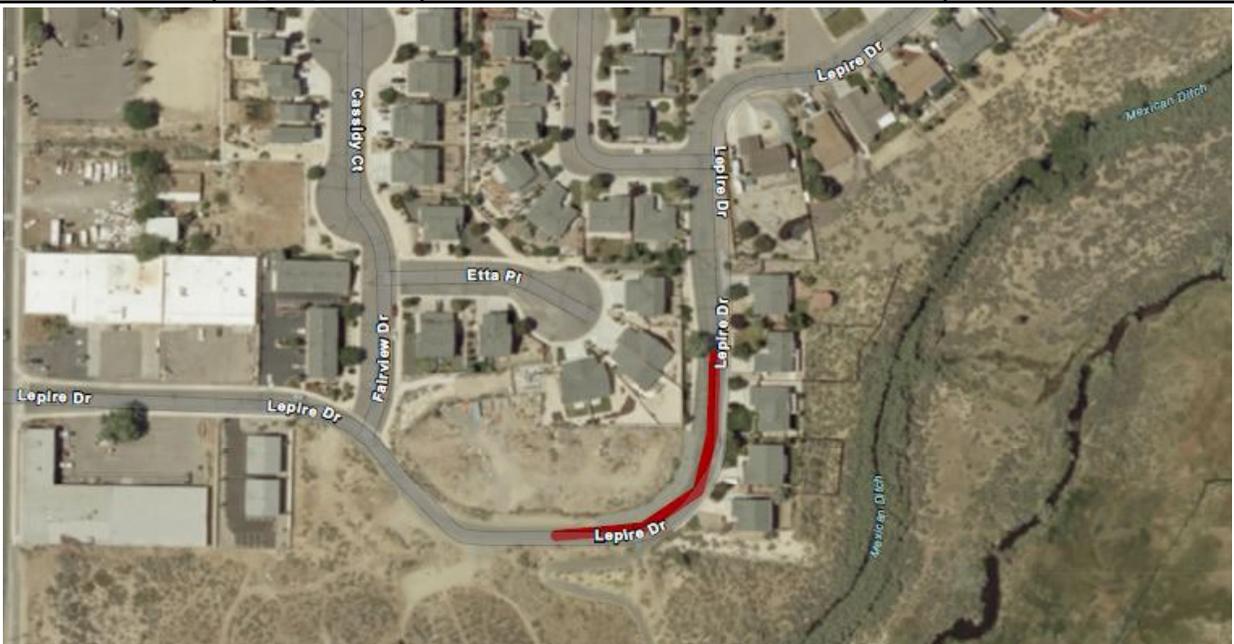
ARPA funds were allocated by the Board of Supervisors for local road improvements in all City Districts. Additional ARPA funds were allocated to Public Works in December of 2024. This project addresses failing pavement in District 3 on Lepire Drive.

Project Status

Construction is complete. Payments are in process by the city.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-24	Nov-24	N/A
Construction	Spring 2025	Summer 2025	TBD



Project Name: District 2 – Little Lane Rehabilitation Project
Project Number: P303525001
Department Lead: Public Works

Project Cost to Date	\$153,185	As of Date	Grant Funded	Total Budget
		August 5, 2025	No	\$1,718,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 25	\$213,732
2535005	507010	V & T Fund	FY 25	\$1,004,268
2503035	507010	STBG	FY 26	\$500,000

Project Description

Project Length	0.25 miles of road rehab & 0.25 miles preservation	TIP I.D.	CC20240009
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This project will reconstruct and preserve pavement sections along Little Lane and will make the surface uniform with consistent striping between Roop Street and Saliman Road. The project also includes required ADA upgrades.

Project Justification

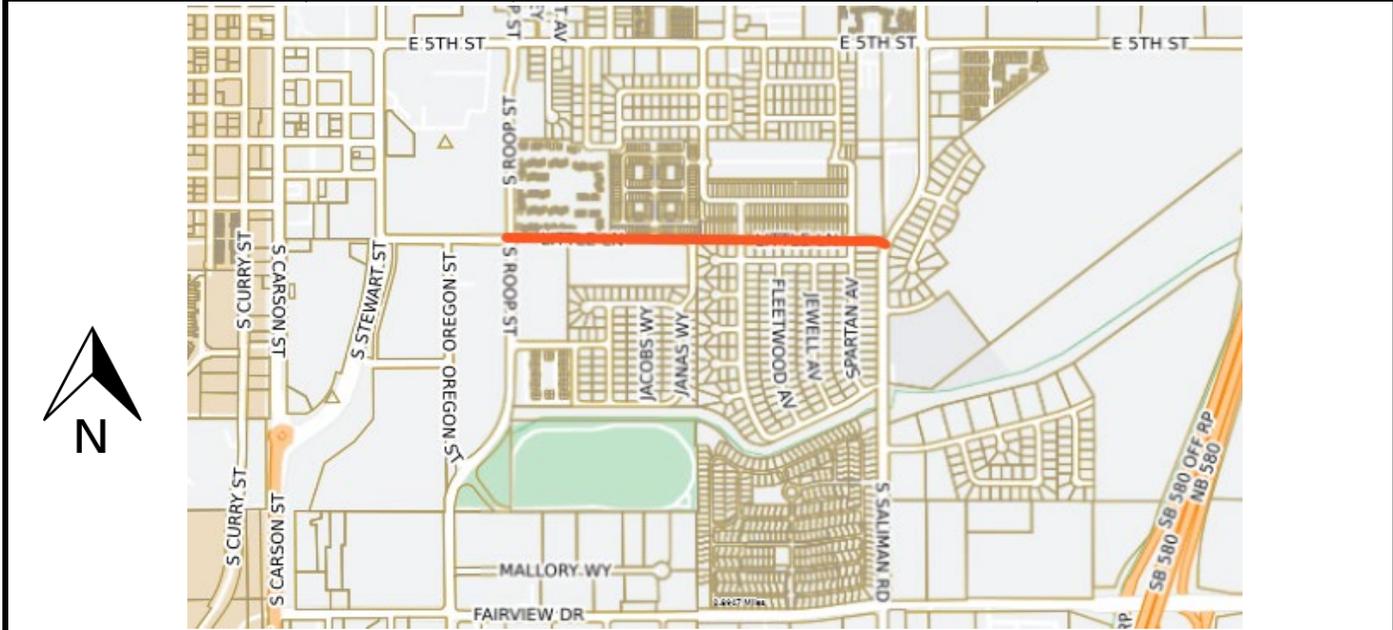
Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. This project was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. This project will provide continuity in striping on a corridor that is currently inconsistent in application.

Project Status

The 100% design review was completed in July of 2025. The Project is expected to advertise in September of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-24	Aug-25	N/A
Construction	Mar-26	Nov-26	TBD



Project Name: District 2 – Stewart Street Preservation Project
Project Number: P303525002
Department Lead: Public Works

Project Cost to Date	\$65,972	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$700,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 25	\$700,000

Project Description

Project Length	0.9 mile pavement preservation.	TIP I.D.	No
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This is a pavement preservation project on Stewart Street between William Street and Little Lane. It includes pavement patching and slurry seal as well as pedestrian safety and signing and striping.

Project Justification

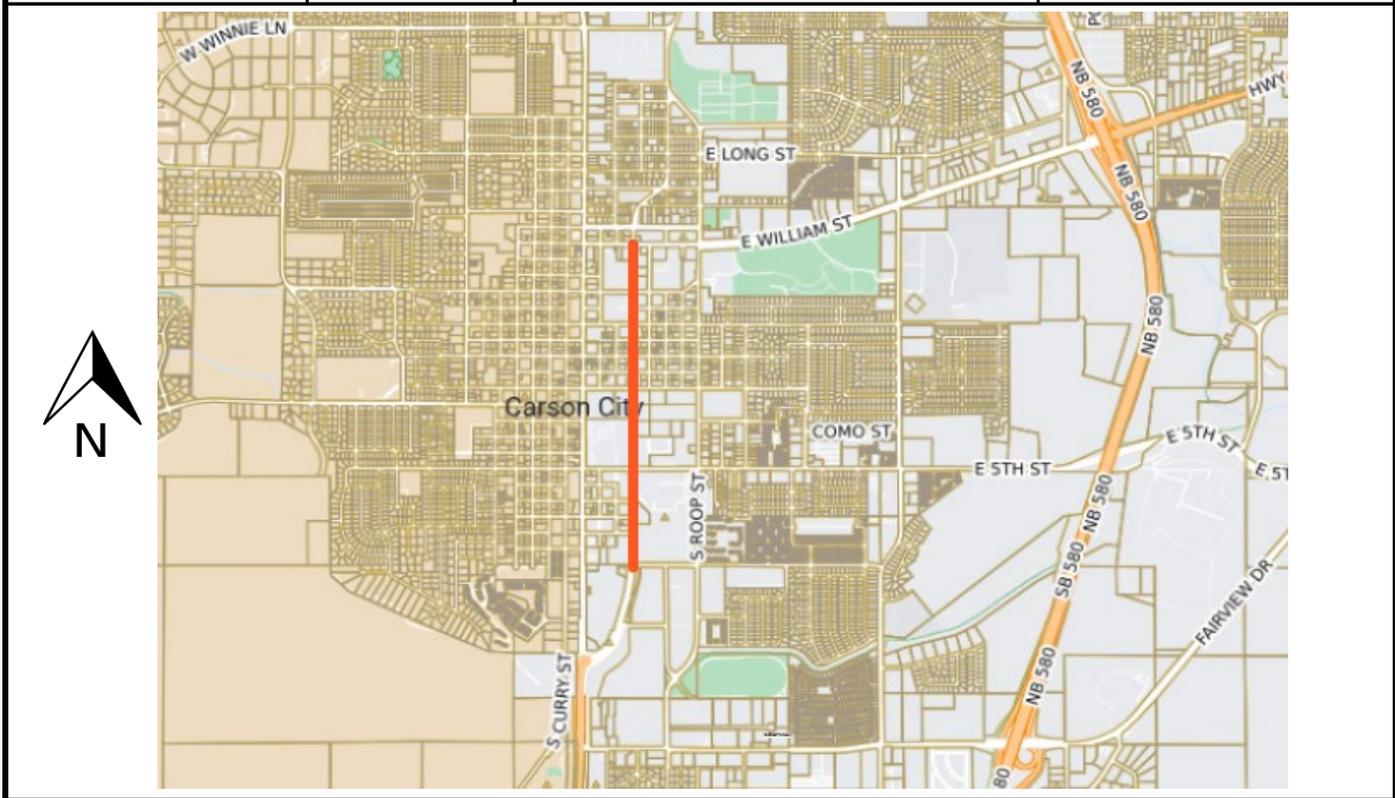
Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

Project Status

Design is complete. Project to be advertised with District 2 - Fairview Drive Preservation Project in October of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Dec-24	Aug-25	N/A
Construction	Mar-26	Jul-26	N/A



Project Name: District 2 – Fairview Drive Preservation Project
Project Number: P303525003
Department Lead: Public Works

Project Cost to Date	\$13,114	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$506,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 25	\$483,000
5103205	507010	Wastewater Utility Fund	FY 25	\$23,000

Project Description

Project Length	0.9 mile pavement preservation.	TIP I.D.	No
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This is a pavement preservation project that will slurry seal Fairview Drive between Roop Street and the southbound ramps of the I-580 Interchange. Project to include striping, traffic loops, and adjustments to manholes.

Project Justification

Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

Project Status

Design is complete. The project is expected to advertise with District 2 - Stewart Street Preservation Project in September of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-24	Jun-25	N/A
Construction	Mar-26	Jul-26	N/A



Project Name: District 2 – 5th Street Rehabilitation Project
Project Number: P303525004
Department Lead: Public Works

Project Cost to Date	\$167,950	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$2,471,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 25	\$1,083,000
5103205	507010	Wastewater Utility Fund	FY 25	\$1,388,000

Project Description

Project Length	0.42 miles of pavement rehabilitation	TIP I.D.	No
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The project scope includes replacement of sewer line under 5th Street near the intersection with Carson Street and rehabilitation of roadway surface between Carson Street and Roop Street. Project will include striping, required ADA improvements, and traffic loops.

Project Justification

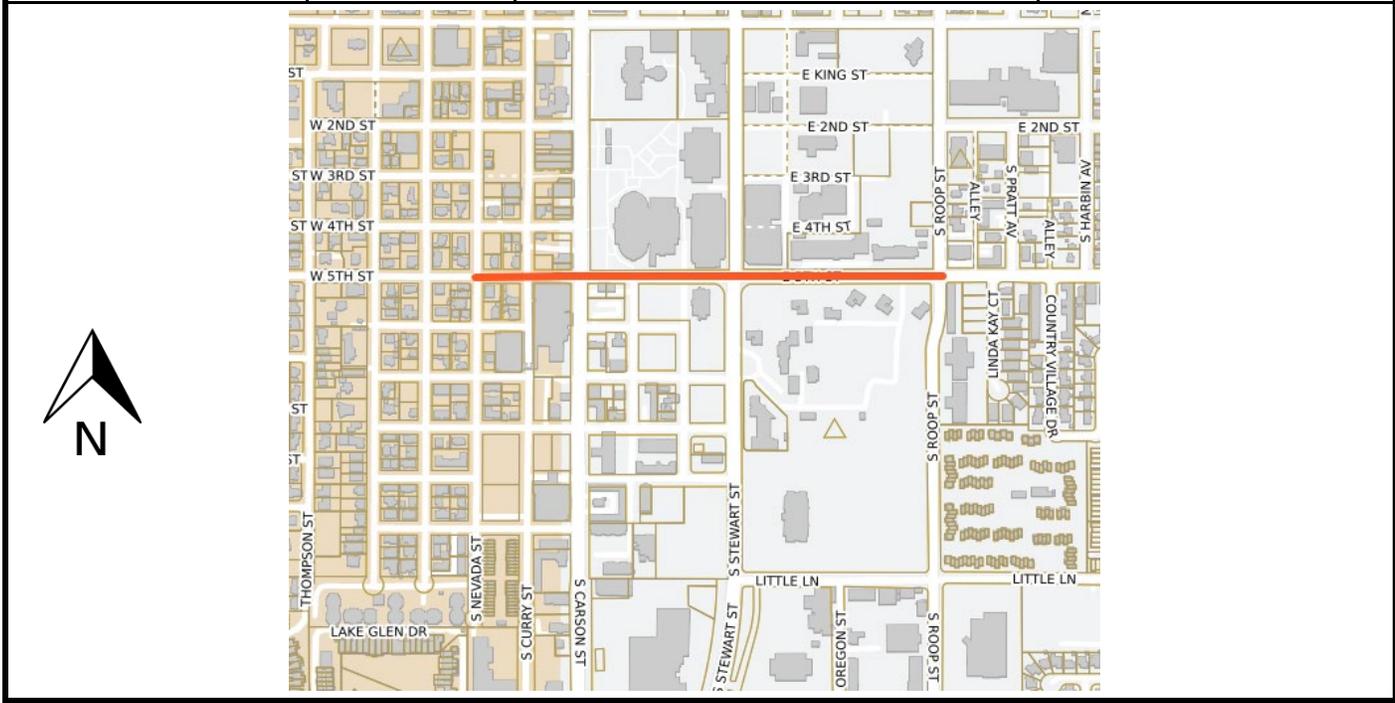
Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes sewer work.

Project Status

The 100% design review is expected to be in August of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-24	Aug-25	N/A
Construction	Spring 2026	Winter 2026	N/A



Project Name: North Lompa Multi-Use Path Extension Project
Project Number: P303525006
Department Lead: Public Works

Project Cost to Date	\$29,247	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$871,250
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	431010	Federal Grants (TAP)	FY 25	\$766,000
2503035	507010	RT Fund	FY 25	\$105,250

Project Description

Project Length	0.29 miles of multi-use path construction.	TIP I.D.	C20220011
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This project will construct a multi-use path and widen sidewalks along US 50. This 1150' section of multi-use path will connect existing multi-use path terminus at Lompa Lane / Modoc Court intersection to US 50. The existing US 50 sidewalk will be widened between the new path terminus at US 50 near the I-580 northbound off-ramp and Lompa Lane.

Project Justification

This project is in line with the City's Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is primarily funded through a competitive TAP grant, awarded by NDOT.

Project Status

The 90% design review will begin in November of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-24	Nov-25	8/27/2024
Construction	Mar-26	Oct-26	N/A



Project Name: Curry Street Complete Streets Project
Project Number: P303525007
Department Lead: Public Works

Project Cost to Date	\$7,404	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$4,791,442
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503082	431010	Federally Directed Spending	25	\$2,600,000
2503035	507010	RT Fund	25	\$212,801
2503035	507010	STBG	25	\$1,978,641

Project Description

Project Length	0.63 miles of complete street enhancements	TIP I.D.	CC2023004
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The Curry Street Complete Street Improvement Project aims to widen and reconstruct the road to include bike lanes, provide new pedestrian connections, enhance street lighting, and providing additional stormwater infrastructure crucial for preventing flooding and preserving the natural environment between Rhodes Street and the northern edge of the USFS parcel, APN 00306309. Carson City has received congressionally designated funding for the purpose of this project and is planning to add Surface Transportation Block Grant (STBG) funding as well.

Project Justification

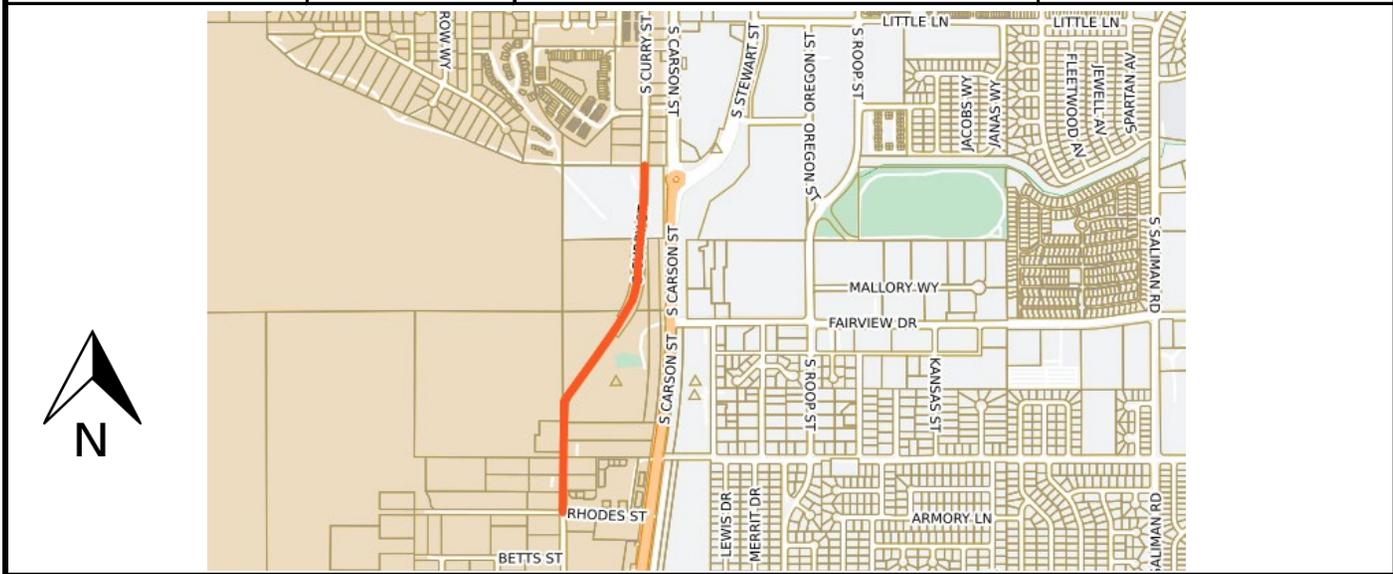
Curry Street includes bike and pedestrian facilities to the south and north of the project area. In the project area Curry Street has horizontal and vertical curves, and access to a minor trailhead. In order to better serve all users of Curry Street in this area, to provide connectivity for existing facilities, and to promote safety at this high speed, low sight-distance location, geometric changes are necessary. Carson City has received congressionally designated funding for the purpose of improving safety and connectivity through complete street elements on Curry Street at this location.

Project Status

Design is underway. Staff are coordinating geotechnical analysis. The 30% plan review beginning in October of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Spring 2025	Summer 2026	Jun-25
Construction	Fall 2026	Fall 2027	TBD



Project Name: JAC Transit Stop Lighting Project
Project Number: P302625001
Department Lead: Public Works

Project Cost to Date	\$1,853	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$354,468
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2253026	507712	FTA Grant NV-2022-003	25	\$244,817
2253026	507712	FTA Grant NV-2020-007	25	\$48,447
2250091	507712	Facility Upgrade Match	25	\$61,204

Project Description

Project Length	City wide	TIP I.D.	N/A
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This project will replace bus stop signs at transit stops across the city and provide lighting at selected transit stops across the city.

Project Justification

This project will utilize FTA grant dollars to improve, repair, and enhance transit stops across Carson City, and improve the rider experience.

Project Status

The 75% plan review was completed in July. The 100% plan review will take place in August of 2025.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-25	Nov-25	N/A
Construction	Mar-26	Aug-26	TBD

City Wide

Project Name: Ash Canyon Road and Trailhead Project
Project Number: P303525011
Department Lead: Public Works

Project Cost to Date	\$1,628	As of Date	Grant Funded	Total Budget
		August 5, 2025	Yes	\$445,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	25	\$35,000
2503035	507010	RT Fund	26	\$150,000
5053705	507010	Stormwater Drainage Fund	26	\$200,000
2545047	507010	Quality of Life - Open Space	26	\$60,000

Project Description

Project Length	Trailhead & 0.38 miles of reconstruction	TIP I.D.	CC20220009
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Project will remove existing roadway surface and replace with asphalt roadway from edge of existing pavement near Wellington Way to the western edge of parcel 007-610-02, and will construct a trailhead parking lot in parcel 007-101-55. This project will be mostly funded by a Federal Lands Access Program (FLAP) Grant and will be designed and contracted by Central Federal Lands (CFL).

Project Justification

This project was developed in cooperation with Carson City Parks, Recreation, and Open Space (PROS) to address parking, stormwater, and land access concerns in the vicinity of Ash Canyon Road. The RTC was awarded funding in November of 2024 for a tentative amount of \$5,390,000 plus a local match of \$410,000. Local match is paid from the Regional Transportation Fund, Stormwater Drainage fund, and the Quality of Life - Open Space Fund, all in Fiscal Year 26. This project will pave the road section that currently has a road surface of asphalt grindings, address stormwater deficiencies, and build a designated trailhead.

Project Status

CFL completed a review of the project scope, which will be presented to the Program Decision Committee on August 25th. Public outreach to follow.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-25	Nov-26	TBD
Construction	Mar-27	Dec-27	TBD

