

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

Day: Wednesday
Date: September 10, 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 - August 13, 2025**
 - 4.A Minutes for August 13, 2025
[Click Here for Staff Report](#)
- 5. Public Meeting Item(s):**
 - 5.A For Possible Action – Discussion and possible action regarding a draft list of regionally significant transportation projects within Carson City proposed for the

Carson Area Metropolitan Planning Organization’s (“CAMPO”) 2050 Regional Transportation Plan (“RTP”), which could include discussion on scope, schedule, limits, funding, prioritization, additional projects, and other topics related to transportation in Carson City. (Chris Martinovich, Transportation Manager, and Casey Sylvester, Transportation/ Traffic Engineer)

[Click Here for Staff Report](#)

5.B For Possible Action - Discussion and possible action regarding a proposed Contract No. 26300182 (“Contract”) for Kimley-Horn and Associates, Inc. (“KH”) to provide design services for the District 3 - 2026 Pavement Preservation Project (“Project”), for a total not-to-exceed amount of \$188,480. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

5.C For Possible Action – Discussion and possible action regarding a proposed Contract No. 25300339 (“Contract”) with CA Group, Inc. (“CA Group”) for the North Carson Complete Streets Feasibility Study (“Project”), located between William Street and Medical Parkway, for a total not-to-exceed amount of \$338,860. (Kelly Norman, Senior Transportation Planner)

[Click Here for Staff Report](#)

5.D For Discussion Only – Discussion and presentation regarding Fiscal Year (“FY”) 2025 transportation activities under the purview of the Transportation Division of Carson City Public Works which may include discussion of grants and grant applications, funding, ongoing capital projects and traffic engineering studies. (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

6. Non-Action Items:

6.A Transportation Manager’s Report (Chris Martinovich, Transportation Manager)
[Click Here for Staff Report](#)

6.B July Street Operations and Control Systems Reports (Chris Martinovich, Transportation Manager)
[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. (Chris Martinovich, Transportation Manager)
[Click Here for Staff Report](#)

7. Public Comment:**

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

8. For Possible Action: To Adjourn

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

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STAFF REPORT

Report To:

Meeting Date: September 10, 2025

Staff Contact:

Agenda Title: Minutes for August 13, 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):

[08-13-2025 Minutes \(RTC\).pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

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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 August 13, 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
Lucas Burr, 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)

(5:27:35) – Chairperson Bagwell called the meeting to order at 5:27 p.m.

2. ROLL CALL

(5:27:40) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:27:55) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JUNE 11, 2025

(5:28:04) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:28:11) – Vice Chair Schuette moved to approve the minutes of the June 11, 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 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.

(5:28:28) – Chairperson Bagwell introduced the item. Mr. Sylvester gave background and reviewed the Staff Report, including a PowerPoint presentation of the project status, both of which are incorporated into the record. There were no member or public comments.

(5:30:54) – Commissioner Maloney moved to approve the Amendment as presented. The motion was seconded by Commissioner Dodson and carried 5-0-0.

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.

(5:31:08) – Chair Bagwell introduced the item. Mr. Bohemier gave background on the Safe Routes to School Program and outlined the Agreement with the City of Fernley. He noted that the Agreement would provide safety improvements to students in Fernley who walk or bike to school. Mr. Bohemier outlined the Agreement details, noting that the Plan would be developed through a professional services contract between the RTC and a consultant, costing \$100,000; 95 percent of which would be reimbursable under the cooperative agreement with NDOT, and five percent (\$5,000) would be paid by the City of Fernley as a local match. Mr. Bohemier added that the Fernley City Council had already approved the Plan with the correction that the location was for five sites and not five schools. Commissioner Novak stressed the importance of developing the Plan with the

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Union Pacific Railroad tracks in mind. Commissioner Maloney received confirmation that this program would be funded with adequate funds, without detracting from other activities. There were no public comments.

(5:34:23) – Vice Chair Schuette moved to approve the Agreement as amended [with the correction [that the location consisted of five sites and not five schools] 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. The motion was seconded by Commissioner Novak and carried 5-0-0.

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").

(5:35:06) – Chair Bagwell introduced the item. Mr. Sylvester reviewed the Staff Report and attachments, noting that the project was partially funded by developer contributions and by federal funds. Additional contingent funds, \$149,841 in Redevelopment Area funds and \$46,000 in Regional Transportation funds, would be added to the Project, with the Redevelopment Area funds for the Project to be approved during the August 21, 2025, Board of Supervisors meeting. Chair Bagwell noted that this project had been “a long time in the making” and had been prioritized long ago by the Board of Supervisors, as the signal was needed. She also noted that the fourth leg of the project would be a “developer contribution opportunity” in the future. Commissioner Novak highlighted that the bid estimate had been missed by \$30,000, and inquired whether the developer had been asked to contribute additional dollars. Mr. Martinovich clarified that the developer contribution to the project was not the last, adding that they would continue to collect them. Commissioner Novak was not certain the signal was the best way to spend the money. Commissioner Dodson noted that the bids were similarly priced; however, they had reached the final amount using different methodologies. He also preferred the traffic control options of the proposed bid for approval. There were no public comments.

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(5:40:27) – Commissioner Dodson moved 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. The motion was seconded by Commissioner Schuette and carried 4-1-0, with Commissioner Novak as the “nay” vote.

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.

(5:41:15) – Chairperson Bagwell introduced the item. Mr. Sylvester presented the Staff Report, which is incorporated into the record. There were no member or public comments.

(5:42:00) – Commissioner Novak moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency if needed. The motion was seconded by Commissioner Maloney and carried 5-0-0.

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.

(5:42:25) – Chairperson Bagwell introduced the item and entertained member and/or public comments and when none were forthcoming, she entertained a motion.

(5:42:58) – Commissioner Maloney moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency if needed. The motion was seconded by Commissioner Novak and carried 5-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

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(5:43:22) – Mr. Martinovich reported on the great turnout the Safe Routes to School Program had received during the Sheriff's Night Out event. He also alerted the public to mind the flashing lights and the School Zone speed limits as students return to school next week. Mr. Martinovich announced the placement of a Safe Routes to School Billboard on East Highway 50 to promote legislative actions such as cameras on school bus arms, etc. He also noted that announcement billboard kiosks for bus routes, ridership, and holiday schedules had been installed. Mr. Martinovich announced that Jump Around Carson (JAC) would celebrate its 20th anniversary in October.

6-B STREET OPERATIONS AND CONTROL SYSTEMS REPORTS FOR MAY AND JUNE

(5:45:46) – Mr. Martinovich noted that since the RTC had not met in July, he would present a two-month report, reviewed the report, which is incorporated into the record, and responded to clarifying questions.

6-C OTHER COMMENTS AND REPORTS

(5:47:20) – Chair Bagwell requested that Staff look into having Safe Routes to School signage at a school which is located in an industrial zone. Commissioner Maloney noted that the school had a new principal and offered to help since her children attended that school. Commissioner Novak announced that the next NDOT meeting would discuss the Strategic Highway Safety Plan update.

7. PUBLIC COMMENT

(5:49:40) – Chair Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:50:01) – Chairperson Bagwell adjourned the meeting at 5:50 p.m.

The Minutes of the August 13, 2025, Carson City Regional Transportation Commission meeting are so approved on this 10th day of September 2025.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** September 10, 2025

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding a draft list of regionally significant transportation projects within Carson City proposed for the Carson Area Metropolitan Planning Organization’s (“CAMPO”) 2050 Regional Transportation Plan (“RTP”), which could include discussion on scope, schedule, limits, funding, prioritization, additional projects, and other topics related to transportation in Carson City. (Chris Martinovich, Transportation Manager, and Casey Sylvester, Transportation/ Traffic Engineer)

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

Proposed Motion

I move to direct staff to inform CAMPO of the RTC input regarding the RTP, as discussed.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The RTP is a long-term planning document intended to analyze the regional transportation network and to identify current and future needs to maintain a safe, efficient, and sustainable transportation system. CAMPO, which represents Carson City, northern Douglas County, and western Lyon County, is updating the 2050 RTP. The RTP identifies transportation projects for all modes of travel that may be implemented through 2050. The project list functions as a tool for implementing transportation projects that are consistent with the community’s vision and investment priorities. CAMPO reached out to local agencies, including the Carson City Regional Transportation Commission (“RTC”), regarding projects that may be included in the RTP. The list of projects in the current RTP is shown in Exhibit 1.

RTC staff developed a draft list of proposed transportation projects within Carson City (Exhibit 2) based on existing transportation plans, anticipated network needs to improve safety, increase connectivity and efficiency, account for growth, preserve infrastructure, and results from the recent public survey. Many of these projects are included in the existing RTP, while others have been added based on newly identified needs. To assist with prioritizing projects, staff applied methods consistent with the 2024-2028 Pavement Preservation Plan and CAMPO’s project prioritization metrics. Staff also reviewed projects to determine their regional significance and potential for coordination with other agencies or funding from private developments. Priorities outlined in various planning documents were

also taken into consideration. The draft list of projects includes the project name, description, limits, year of construction period, cost estimates, and a recommended priority for programming the available funding. Staff is requesting input on the proposed project list. Comments will be incorporated, and a final prioritized list of projects will be submitted to CAMPO.

CAMPO's 2050 RTP will include anticipated revenue as presented to CAMPO at the August 13, 2025, meeting. The Carson City RTC is estimated to have approximately \$244,000,000 available over the next 25 years for City transportation projects, subject to available federal funding. CAMPO will categorize all projects into one of the following three categories based on input from the RTC, available funding, and public comments gathered at a future public meeting.

Category 1 – Funded and anticipated to be constructed between 2026-2035

Category 2 – Funded and anticipated to be constructed between 2036-2050

Category 3 – Unfunded

Final scopes of work for these projects have not been developed, as they will be considered as part of the annual project prioritization process, as funding allows.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: The list of transportation projects does not commit the RTC to expend funding. Prior to undertaking any design work, projects will obtain approval from the RTC either through the application for a grant or in accordance with the approved Pavement Management Plan.

Alternatives

N/A

Attachment(s):

[5A_RTC_Exhibit 1 - Current RTP Projects.pdf](#)

[5A_RTC_Exhibit 2 - Draft RTP Projects.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Current 2050 RTP Project List - Carson City

Project Title	Project Description	RTP Project Status	Implementation Period (FFY)	RTP Cost
District 3, Fifth Street - Roundabout	Rehabilitation and safety improvements to rehabilitate pavement as well as operational and capacity enhancements to the Fifth Street/Fairview Drive roundabout.	Update and Include in RTP	2020-2030	\$ 4,980,000
District 3, Center Drive	Rehabilitate pavement and incorporate Complete Street Elements between Snyder Avenue and Carson City's southern boundary.	Project Complete - will be removed	2020-2030	\$ 450,000
District 4, Colorado Street	Rehabilitate pavement and incorporate Complete Street elements between Carson Street to Saliman Road. *Project is planned for Federal Fiscal Year 2021, therefore the cost has not been adjusted for inflation.	Project Complete - will be removed	2020-2030	\$ 1,600,000
Stewart Street Extension	Construct new road connecting South Carson Street and Curry Street.	Update and Include in RTP	2020-2030	\$ 1,425,907
District 1, College Parkway	Rehabilitate pavement and incorporate Complete Street elements between I-580 and US Hwy 50 East.	To be Removed from RTP	2020-2030	\$ 3,164,818
District 2, Fifth Street	Rehabilitate pavement and incorporate Complete Street elements between Carson Street and Saliman Road.	To be Removed from RTP	2020-2030	\$ 3,570,564
District 5, Ash Canyon Road	Rehabilitate pavement and incorporate Complete Street elements from Winnie Lane. to Open Space Property.	Update and Include in RTP	2020-2030	\$ 6,400,000
William Street	The corridor level project will preserve the roadway, improve business access, incorporate Complete Street elements, and enhance the beautification of William Street between Carson Street and I-580.	Project Complete - will be removed	2020-2030	\$ 21,074,000
Fifth Street Capacity Improvements	Expand to a four-lane roadway and incorporate intersection improvements between Saliman Road and Lompa Ranch Road.	Update and Include in RTP	2020-2030	Not Developed
District 5, Mountain Street	Rehabilitate pavement and incorporate Complete Street elements between Winnie Lane and Fleishmann Way.	Project Complete - will be removed	2020-2030	\$ 1,912,802
Lompa Lane Extension	Construct new collector with improved roadway alignment between Modoc Road and Airport Road.	Update and Include in RTP	2020-2030	Not Developed
District 5, Winnie Lane	Rehabilitate pavement and incorporate Complete Street elements between Ormsby Blvd. and Mountain Street.	To be Removed from RTP	2020-2030	\$ 1,680,947
South Carson Street/Rhodes Traffic Control	Traffic control device at the intersection of South Carson Street and Rhodes Street.	Update and Include in RTP	2020-2030	Not Developed
District Pavement Preservation Projects	Pavement Preservation Projects Prioritized Annually – Citywide. Individual projects will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Update and Include in RTP	2020-2030	\$ 27,393,268
Safe Routes to School Safety Plan Improvements	Construct safety improvements per adopted Plan – Citywide. Individual projects will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Update and Include in RTP	2020-2030	\$ 5,930,770
US Highway 50 Corridor Improvements	Pavement preservation, safety, and traffic operational improvements between I-580 and Six Mile Canyon Road.	To be Removed from RTP	2020-2030	\$ 41,105,000
District 1, Nye Lane	Rehabilitate pavement and incorporate Complete Street elements between Carson Street and Hot Springs Road.	To be Removed from RTP	2020-2030	\$ 904,234
US Highway 395 Corridor Improvements	Congestion Mitigation Improvements between I-580 and Johnson Lane, consistent with the 2017 Douglas County Transportation Plan (near term projects).	To be Removed from RTP	2020-2030	\$ 2,608,367
District 2, Roop Street	Rehabilitate pavement and incorporate Complete Street elements between Robinson Street and Fifth Street.	Update and Include in RTP	2020-2030	\$ 2,961,000
Lompa Ranch Road Connector	Construct new road way between William Street and Fifth Street	To be Removed from RTP	2020-2030	Not Developed
Robinson Street Extension	Construct new road connecting Saliman Road to future Lompa Ranch Road.	Project Complete - will be removed	2020-2030	Not Developed
US 50 East Highway Corridor Improvements	Congestion mitigation improvements between I-580 and the Town of Dayton.	To be Removed from RTP	2020-2030	Not Developed
Local Road Safety Plan Implementation	Construct safety improvements in accordance with the adopted CAMPO plan at various locations across CAMPO. Individual projects will be added to the TIP where regionally-significant and/or federally funded.	Update and Include in RTP	2020-2030	\$ 24,106,050

District 4, Curry Street Complete Streets Project	Rehabilitate pavement and enhance rural road section, between Rhodes Street and Tenth Street, to improve circulation and safety for all modes.	Update and Include in RTP	2020-2030	\$ 3,900,000
North Carson Street Complete Street Project	Rehabilitate pavement, improve business access, incorporate Complete Street elements, and beautify the corridor between William Street and Medical Parkway.	Update and Include in RTP	2020-2030	\$ 18,230,000
Saliman Road Capacity Improvements	Expand to a four-lane roadway between Fairview Drive and Colorado Street.	Update and Include in RTP	2020-2030	\$ 1,530,242
Appion Way Connector	Construct eastern leg of Appion Way across South Carson Street to Snyder Avenue for improved east-west connectivity and access.	Update and Include in RTP	2020-2030	\$ 2,180,000
College Parkway Connector	Construct new road to improve east-west circulation and access between College Parkway and Arrowhead Drive.	Update and Include in RTP	2031-2050	Not Developed
I 580/US Highway 50/US Highway 395 Interchange	Construct a grade-separated interchange at the southern terminus of I-580 to transition to US Highway 395 to the south. Separate local and regional trips through series of grade separated interchanges and frontage roads.	Update and Include in RTP	2031-2050	\$ 54,183,337
Hillview Drive Connector	Construct new road to improve north-south travel between Koontz Lane and Valley View Drive.	Update and Include in RTP	2031-2050	Not Developed
Ormsby Boulevard Connector	Construct new road to improve north-south circulation and access between Ash Canyon Road and Winnie Lane.	Update and Include in RTP	2031-2050	\$ 1,154,340
South Carson Multi-Use Path Connector	Design and construct a multi-use path connecting Edmonds Sports Complex to the South Carson Street Multi-use path.	Update and Include in RTP	2031-2050	Not Developed
Vicky Lane Regional Connector	Construct a new road extension of Vicky Lane along the eastern edge of Carson Valley from S. Santa Barbara Drive north into southern Carson City to improve north-south circulation and access between Carson City and Douglas County. Includes a 12-foot multi-use path to accommodate the Historic V&T Trail over the river and possibly in other areas as appropriate and approved by the local jurisdictions.	Update and Include in RTP	2031-2050	Not Developed
Traffic Control at Goni Road and Arrowhead Drive	Construct traffic control device at the intersection of Goni Road and Arrowhead Drive.	Update and Include in RTP	2031-2050	Not Developed
US Highway 50 West Park and Ride Lot	Identify site, design, and construct park and ride lot to replace the existing park and ride lot located on US Highway 50 West near the intersection of I-580, US Highway 395, and US 50 West, to improve safety on US Highway 50 West and to provide a mobility hubs for those in need of transit, car-pooling, ride sharing, or using other travel demand management options into the Tahoe Basin.	Update and Include in RTP	2031-2050	Not Developed
Carson Tahoe Inter-Regional Bus Service	Bus service on US Highway 50 West between Carson City and the Tahoe Basin to provide alternative transportation for workers and visitors.	Update and Include in RTP	2031-2050	Not Developed
Roop Street Capacity Improvements	Expand to four-lane roadway between Washington Street and Fifth Street.	To be Removed from RTP	2031-2050	Not Developed

Draft 2050 RTP Project List - Carson City

Project No	Project Name	Description	Limits From	Limits To	Primary Project Type	Project Prior to 2036	Project prior to 2050	Estimated Cost (Current Year)	Priority for Fiscal Constraint
CC5	North Carson Street Complete Streets Project	Rehabilitate pavement, improve business access, incorporate Complete Street elements, safety upgrades, and beautify the corridor between William Street and Medical Parkway.	William Street	Medical Parkway	Roadway	✓		\$ 20,743,000	A - Top
NDOT 1	I 580/US Highway 50/US Highway 395 Interchange	Construct a grade-separated interchange at the southern terminus of I-580 to transition to US Highway 395 to the south. Separate local and regional trips through series of grade separated interchanges and frontage roads.	I-580, US Highway 50, US 395		Roadway		✓	Not Developed	A - Top
CC4	District 4, Curry Street Complete Streets Project	Rehabilitate pavement and enhance rural road section, between Rhodes Street and Tenth Street, to improve circulation and safety for all modes.	Rhodes Street	south of 10th Street	Roadway	✓		\$ 5,300,192	A - Top
CC6	Safe Routes to School Master Plan Implementation (2025-2035)	Construct safety improvements per the adopted Plan citywide. Individual projects not already included in the RTP will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Various quick-win and short-term projects.		Multi-Use	✓		\$ 3,204,000	A - Top
CC33	College Parkway Widening	Construct an additional west-bound lane between Goni Road and I-580 to facilitate the movement of people and goods.	Goni Road	I-580	Roadway		✓	\$ 7,369,000	A - Top
CC3	Carson City Pavement Management Plan Implementation (2025-2035)	Pavement Preservation Projects Prioritized Annually – Citywide. Individual projects will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Varies based on annual selection of projects.		Roadway	✓		\$ 31,654,700	A - Top
CC9	Local Road Safety Plan Implementation	Construct safety improvements following the adopted CAMPO plan at identified signalized intersections, unsignalized intersections, and road segments in Carson City, and consider implementation of Systemic Countermeasures where appropriate. Individual projects not already included in the RTP will be added to the TIP where they are regionally significant and/or federally funded.	Varies. Includes Saliman Rd, Airport Road, and others.		Roadway	✓		\$ 14,203,000	B - High
CC1	District 3, Fifth Street - Roundabout	Rehabilitation and safety improvements to rehabilitate pavement as well as operational and capacity enhancements to the Fifth Street/Fairview Drive roundabout.	At Roundabout		Roadway	✓		\$ 4,734,000	B - High
CC26	Clearview Drive Intersection Safety Improvements	Provide additional intersection safety enhancements at the intersection of S. Carson Street and Clearview Drive including protected turn movements, multi-use path bollards, and additional signing and striping.	At intersection		Roadway	✓		\$ 591,900	B - High
CC16	Safe Routes to School Safety Plan Improvements (2036-2050)	Construct safety improvements per adopted Plan – Citywide. Individual projects will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Various medium and long-term projects.		Multi-Use		✓	\$ 3,767,000	B - High

CC35	Fairview Drive Widening	Widen Fairview Drive to 4-lanes to improve capacity and reduce delay between Butti Way and 5th Street.	Butti Way	5th Street	Roadway		✓	\$ 5,058,000	B - High
JAC1	Jump Around Carson Transfer Station	Improvements to the downtown transfer center station - short-range alternatives from the feasibility study.	Plaza Street		Transit	✓		\$ 1,500,000	B - High
CC15	Carson City District Pavement Preservation Projects (2036-2050)	Pavement Preservation Projects Prioritized Annually – Citywide. Individual projects will be broken out for placement in the TIP where regionally-significant and/or federally funded.	Varies based on annual selection of projects.		Roadway		✓	\$ 57,179,300	B - High
CC34	Green Belt Multi-Use Path	Construct a new multi-use path between S. Carson Street and Roop Street to complete east-west connectivity.	S. Carson Street	Roop Street	Multi-Use	✓		\$ 770,000	B - High
CC28	US Highway 50 Lighting	Install roadway lighting near and in advance of the intersections of Airport Road and Arrowhead Drive/Deer Run Road.	Select intersections		Roadway	✓		\$ 1,700,000	B - High
CC11	District 5, Ash Canyon Road	Rehabilitate pavement and incorporate Complete Street elements from Longview Drive to the open space property.	Winnie Lane	Open Space Property	Multi-Use	✓		\$ 6,450,000	B - High
NDOT 5	US Highway 50 West Park and Ride Lot	Identify site, design, and construct park and ride lot to replace the existing park and ride lot located on US Highway 50 West near the intersection of I-580, US Highway 395 , and US 50 West, to improve safety on US Highway 50 West and to provide a mobility hubs for those in need of transit, car-pooling, ride sharing, or using other travel demand management options into the Tahoe Basin.	US Highway 50 Park and Ride		Transit		✓	\$ 3,648,300	C - Normal
JAC3	Carson Tahoe Inter-Regional Bus Service	Bus service on US Highway 50 West between Carson City and the Tahoe Basin to provide alternative transportation for workers and visitors.	Carson City	Tahoe Basin	Transit		✓	Not Developed	C - Normal
CC31	US Highway 50 / Flint Drive Intersection Improvements	Construct a signalized High-T Intersection at the intersection.	At US Highway 50 and Flint Drive		Roadway		✓	\$ 2,600,000	C - Normal
NDOT 2	US Highway 50 Corridor Improvements	Pavement preservation and select traffic operational improvements along US Highway 50 between I-580 and Six Mile Canyon Road.	I-580	Six Mile Canyon Rd	Roadway	✓		\$ 41,105,000	C - Normal
NDOT 4	US Highway 50 Truck Climbing Lane	Construct a truck climbing lane between Drako Way and Lyon County Line.	Drako Way	Carson City / Lyon County Line	Roadway	✓		\$ 5,700,000	C - Normal
NDOT 3	US Highway 50 - East Carson City Corridor Improvements	Implement congestion mitigation improvements in the form of intersection modifications, access management, traffic signal and ITS upgrades along US Highway 50 between I-580 and Drako Way.	I-580	Drako Way	Roadway		✓	Not Developed	C - Normal
CC32	US Highway 50 - Carson City Multi-Use Path	Construct new multi-use path along the south side of US Highway 50 between Fairview Drive and Drako Way.	Fairview Drive	Drako Way	Multi-Use	✓		\$ 5,215,400	C - Normal
CC23	Goni Road / Arrowhead Drive Traffic Control	Construct traffic control device at the intersection of Goni Road and Arrowhead Drive.	Goni Road	Arrowhead Drive	Roadway	✓		\$ 3,197,093	C - Normal
CC7	Saliman Road Capacity Improvements	Expand to a four-lane roadway between Fairview Drive and Colorado Street.	Colorado Street	Fairview Drive	Roadway	✓		\$ 1,192,400	C - Normal
CC12	Fifth Street Capacity Improvements	Expand to a four-lane roadway and incorporate intersection improvements between Saliman Road and Lompa Ranch Road.	Saliman Road	Lompa Ranch Spine Road	Roadway	✓		Not Developed	C - Normal

CC21	South Carson Multi-Use Path Connector	Design and construct a multi-use path connecting Edmonds Sports Complex to the South Carson Street Multi-use path.	Edmonds Sports Complex	South Carson Street Multi-Use Path	Multi-Use	√		\$ 3,834,900	C - Normal
CC29	Fairview Drive and Arrowhead Drive Right-Turn Lanes	Construct a new right-turn lane from northbound Fairview Drive to eastbound US Highway 50, and from westbound US Highway 50 to northbound Arrowhead Drive.	US Highway 50	Fairview Drive	Roadway	√		\$ 1,900,000	C - Normal
CC39	Saliman Road / Robinson Street Traffic Control	Construct traffic control device in the form of a traffic signal at the intersection of Saliman Road and Robinson Street.	At intersection		Roadway	√		\$ 1,478,000	C - Normal
CC10	Stewart Street Extension	Construct new road connecting South Carson Street and Curry Street.	Carson Street	Hot Springs Road	Roadway	√		\$ 1,487,300	C - Normal
CC20	Ormsby Boulevard Connector	Construct new road to improve north-south circulation and access between Ash Canyon Road and Winnie Lane.	Ash Canyon Road	Winnie Lane	Roadway	√		\$ 4,366,800	C - Normal
CC22	Vicky Lane Regional Connector	Construct a new road extension of Vicky Lane along the eastern edge of Carson Valley from S. Santa Barbara Drive north into southern Carson City to improve north-south circulation and access between Carson City and Douglas County. Includes a 12-foot multi-use path to accommodate the Historic V&T Trail over the river and possibly in other areas as appropriate and approved by the local jurisdictions.	Stephanie Way	Snyder Ave	Roadway		√	\$ 57,357,000	C - Normal
CC36	South Carson/North Douglas Multi-Use Path Connection - Old Clear Creek to Jacks	Construct a new multi-use path between Old Clear Creek Road and Jacks Valley Road to provide new multi-modal connectivity between communities.	Old Clear Creek Road	Jacks Valley Road	Multi-Use		√	\$ 2,429,000	C - Normal
CC14	South Carson Street/Rhodes Traffic Control	Traffic control device at the intersection of South Carson Street and Rhodes Street.	Intersection of Carson St and Rhodes		Roadway	√		Not Developed	C - Normal
CC25	Vista Grande Blvd Southern Extension	Construct an underpass to connect Old Clear Creek Road to Cochise Street.	Old Clear Creek Road	Cochise Street	Roadway		√	\$ 23,226,800	C - Normal
CC8	Appion Way Connector	Construct eastern leg of Appion Way across South Carson Street to Snyder Avenue for improved east-west connectivity and access.	Appion Way	Snyder Ave	Roadway	√		Not Developed	C - Normal
CC17	College Parkway Connector	Construct new road to improve east-west circulation and access between College Parkway and Arrowhead Drive.	College Parkway	Arrowhead Drive	Roadway		√	\$ 11,552,200	C - Normal
CC13	Lompa Lane Extension	Construct new collector with improved roadway alignment between Modoc Road and Airport Road.	Modoc Road	Airport Road	Roadway	√		Not Developed	C - Normal
CC38	W. Long Street Extension	Construct a new collector roadway to improve east-west connectivity between the existing Long Street dead-end, and a new Ormsby Boulevard. Project to include a regional review of traffic patterns based on connection location.	W. Long St	Ormsby Blvd	Roadway		√	Not Developed	C - Normal
CC19	Hillview Drive Connector	Construct new road to improve north-south travel between Koontz Lane and Valley View Drive.	Koontz Lane	Valley View Drive	Roadway		√	\$ 1,115,900	C - Normal
CC37	W. Washington Connector	Construct a new local road connection to improve east-west circulation and access between Longview Way and Ormsby Boulevard. Connect to existing W. Washington Street dead-end.	W. Washington St	Ormsby Blvd	Roadway		√	Not Developed	C - Normal

* **Bold** means new project not in current RTP.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** September 10, 2025

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action - Discussion and possible action regarding a proposed Contract No. 26300182 ("Contract") for Kimley-Horn and Associates, Inc. ("KH") to provide design services for the District 3 - 2026 Pavement Preservation Project ("Project"), for a total not-to-exceed amount of \$188,480. (Casey Sylvester, Transportation/Traffic Engineer)

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

Proposed Motion

I move to approve the Contract as presented.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Project is located in Performance District 3 and will perform preservation treatments, including crack sealing, crack repair, patching, surface treatment, and mill and overlay on various roads in District 3. The roads included in the project are: Hells Bells Road, Marsh Road, S. Edmonds Drive, Race Track Road, Martis Peak Drive, Copper Mountain Drive, Cone Peak Drive, Arc Dome Drive, Sawtooth Ridge Drive, and Montgomery Pass Court. The Project was identified and approved by the Regional Transportation Commission in June 2025 as part of the District 3 Pavement Prioritization process, which evaluated regional and local roads based on several factors, including road condition, classification, safety, and other relevant criteria.

The scope of work includes an optional task to widen the shoulders of S. Edmonds Drive between Damon Road and Fairview Drive. Expected challenges to widen include hydraulic impacts, construction cost, topography, and available right-of-way. If approved, the project is scheduled to enter 60% design review in November 2025, with construction advertisement planned for April 2026.

The Contract total has a not-to-exceed total of \$188,480, including \$135,330 for complete design of preservation treatments and construction support services, and up to \$53,150 for investigation, concept development, and design of shoulder widening on the northern segment of S. Edmonds Drive.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project No. P303526001, Regional Transportation Fund, Capital Improvements account / 2503035-507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project No. P303526001. If approved, Regional Transportation fund, Capital Improvements account, 2503035-507010, with a current budgeted amount of \$1,630,000, will be reduced by \$188,480.

Alternatives

Do not approve the Contract and provide an alternative direction to staff.

Attachment(s):

[5B_RTC_Exhibit 1 - Contract 26300182.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 26300182
Title: D3 2026 Pavement Preservation Project Design Services

THIS CONTRACT is made and entered into this 10th day of September 2025, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and Kimley-Horn 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. 26300182** (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. 26300182

Title: D3 2026 Pavement Preservation Project 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 statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project Design Services

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

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

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

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

- (a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:
 - (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project Design Services

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT**'s non-compliance with this Section.

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 The term of this Contract begins on September 11, 2025, subject to Regional Transportation Commission approval anticipated to be September 10, 2025, and ends on December 31, 2026, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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4.2 Notice to **CONSULTANT** shall be addressed to:

Heath Hildebrandt, Associate
Kimley-Horn and Associates, Inc.
7900 Rancharra Parkwy, Suite 100
Reno, Nevada 89511
775-636-7631
Heath.Hildebrandt@kimley-horn.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 Eighty Eight Thousand Four Hundred Eighty Dollars and 00/100 (\$188,480.00), 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 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project Design Services

CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, 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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as 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.

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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.

11.6 Notwithstanding any provisions to the contrary, the indemnification, defense, and hold harmless obligations of **CONSULTANT** are subject to NRS 338.155, including imposing the obligations and limitations of NRS 338.155(d), (e), (f), and (g) on **CONSULTANT** and **CITY**.

12. INDEPENDENT CONTRACTOR:

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

13. INSURANCE REQUIREMENTS (GENERAL):

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

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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 **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

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

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.9 (Additional Insured).

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

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

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

13.20.1 *Minimum Limits required:*

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

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

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)].

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

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

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

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

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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

13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract 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.

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13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

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

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 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.

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

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

23. LOBBYING:

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

- 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the 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 arises 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 arises 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project Design Services

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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 26300182
Title: D3 2026 Pavement Preservation Project Design Services

29. ACKNOWLEDGMENT AND EXECUTION:

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

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 _____

CITY'S LEGAL COUNSEL

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

By: _____
District Attorney or his or her Authorized Designee

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 2503035-507010
Project# P303526001

By: _____

Dated _____

PROJECT CONTACT PERSON:

Casey Sylvester, Project Manager
Telephone: 775-283-7431

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project 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: Heath Hildebrandt

TITLE: Associate

FIRM: Kimley-Horn and Associates, Inc.

CARSON CITY BUSINESS LICENSE #: BL-004242

Address: 7900 Rancharrah Parkway, Suite 100

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-636-7631

E-mail Address: Heath.Hildebrandt@kimley-horn.com

(Signature of Consultant)

DATED

STATE OF _____)
County of _____) ss

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

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300182

Title: D3 2026 Pavement Preservation Project Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 10, 2025, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300182**. 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 10th day of September 2025.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 10th day of September 2025.



August 25, 2025

Mr. Casey Sylvester, PE
 Carson City Public Works
 3505 Butti Way
 Carson City, NV 89701

Re: Scope of Services for the District 3 2026 Pavement Preservation Project

Dear Mr. Sylvester:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to Carson City ("Client") to perform professional engineering design services for the District 3 2026 Pavement Preservation Project ("Project").

Project Understanding

Kimley-Horn will work with the Client to prepare design of pavement preservation and rehabilitation in locations of Carson City District 3 as designated by the Client.

Kimley-Horn understands that the Client has identified the following treatments for the following roadway segments as part of this Project:

Crack repair or sealing, patching, and resurfacing:

- Hells Bells Road from E 5th Street to Marsh Road, including the cul-de-sac, which is officially part of Hells Bells Road. Limit at E 5th Street will be from north of the stop bar at the limits of work from the 2021 D3 E 5th Street project.
- Marsh Road from E 5th Street to Hells Bells Road. The intersection area with Hells Bells is included so that all pavement in the vicinity of Hells Bells intersection and cul-de-sac are included in the project. The portion of the intersection with E 5th that was not included in the 2021 D3 E 5th Street project will be included.
- South Edmonds Drive from Snyder Avenue to Fairview Drive. This includes the Mill & Overlay segment from Damon Road to Fairview Drive and the slurry seal segment from Snyder Avenue to Damon Road.
- Racetrack Road from the county line near the eastbound stop bar at Center Dr, to Bigelow Drive. Due to the nontypical nature of the intersection, the limit at Bigelow Drive will be defined as the eastern edges of parcels 01066101 and 01066211.
- Cone Peak Drive from Racetrack Road to Copper Mtn Drive, including the Cone Peak cul-de-sac.
- Arc Dome Drive from Copper Mtn Drive to Cone Peak Drive, including knuckles.
- Montgomery Pass Drive from Arc Dome Drive to and including the cul-de-sac.

- Sawtooth Ridge Drive from Arc Dome Drive to Copper Mtn Drive.
- Martis Peak Drive from Race Track Road to Arc Dome Drive.
- Copper Mountain Drive from Arc Dome Drive to Cone Peak Drive, including the knuckle.

2.5 Inch Mill and Overlay:

- South Edmonds Drive from Damon Road to Fairview Drive

The following intersections are excluded from the Project:

- E 5th Street at Hells Bells Road
- Fairview Drive at S Edmonds Drive
- Bigelow Drive at Racetrack Road
- Center Drive at Racetrack Road

The following intersections will contain treatment through mainline, but do not include the side street approaches or curb returns:

- Northern and southern approaches of S Edmonds Drive at S Lompa Lane
- Northern and southern approaches of Saddlehorn Road at Racetrack Road
- Southern portion of Lookout Peak Drive at Racetrack Road

Cracks within Project limits generally greater than 0.25" but less than 1.0" in width will receive a crack seal treatment.

Cracks within Project limits generally equal to or greater than 1.0" will receive a crack repair treatment that is anticipated to consist of a full depth crack repair at least 16" wide.

Adjustments to utilities are not anticipated at the locations receiving slurry seal, unless designated by patching or crack repair.

Sidewalk, curb and gutter, and pedestrian ramp replacement/rehabilitation is not anticipated.

We have developed the following Scope of Services based on this Project Understanding:

Scope of Services

TASK 1: PROJECT MANAGEMENT

Consultant will perform coordination with the Client's project manager and staff throughout the project. Up to ten virtual conference calls are anticipated for project coordination will be held with the Client and other parties as appropriate. This task includes accounting activities,

schedule development, and internal project coordination. This allows the Consultant to manage the project's status, budget, and schedule.

Deliverables:

- Monthly invoices
- Project schedule
- Project meeting materials, attendance, agenda, and meeting summary (up to 10 meetings)

TASK 2: INVESTIGATION OF EXISTING CONDITIONS AND DATA GATHERING

Task 2.1 Existing Conditions Assessment

The Consultant will research existing conditions within public right-of-way, including utility investigation in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C on Edmonds from Damon Road to Fairview Drive. This effort includes coordination with utility providers for available as-built information and local permitting agencies regarding locations of existing water, telephone, gas, data (fiber and/or communications) and electrical service, as needed.

Task 2.2: Field Review

The Consultant will perform field reviews at all Project locations to identify quantity and locations of pavement areas that exhibit signs of structural fatigue (alligator cracking, rutting, etc.) as well as quantities and locations of cracks generally equal to or greater than 1" in width. The consultant will also identify approximate quantities of cracks between 0.25" and 1.0" in width for each Project road segment.

Deliverables:

- N/A

TASK 3: 60% DESIGN

The Consultant will prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for City review. Construction plans will show the general intent and pavement preservation/rehabilitation improvements based on analysis performed during investigation of existing conditions and the pavement condition.

It is assumed that template project specifications will be provided by the City and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work.

The Consultant will address one (1) set of consolidated, non-conflicting Client comments on the 60% deliverable followed by a Comment Resolution Meeting.

The Consultant will perform a project walk through to evaluate that aspects of the project scope has been captured.

Deliverables:

- 60% Plans – One set to the City and one set each to other affected parties
- 60% Opinion of Probable Cost – One copy to the City
- Comment Resolution Matrix, to be provided after Comment Resolution Meeting

TASK 4: 90% DESIGN

Plans and Specifications. The Consultant will prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for City review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. The Client's Quality Control review comments will be incorporated into the 90% plans and specifications.

The consultant will address one (1) set of consolidated, non-conflicting Client comments on the 90% deliverable followed by a Comment Resolution Meeting.

The Consultant will perform a project walk through to evaluate that every aspect of the project scope has been captured.

Deliverables:

- 90% Plans – One set to the City and one set each to utility agencies and other affected parties
- 90% Opinion of Probable Cost – One copy to the City
- 90% Specifications – One set to the City
- Comment Resolution Matrix, to be provided after Comment Resolution Meeting

TASK 5: 100% DESIGN

The Consultant will prepare 100% Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with City standards and requirements. The Client will provide the boilerplate specifications and contract documents in MS Word format. The Client's Quality Control review comments will be incorporated into the 100% Plans and Specifications.

The 100% construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan view, right-of-way lines, cross-sections and construction/slope limits. The 100% plan set will include, as a minimum:

- Cover Sheet (1 sheet)
- Notes, Legend, and Abbreviations Sheet (1 sheet)
- Index Sheet (1 sheet)
- Plan Sheets (at 1"=20' scale, up to 35 sheets assumed)
- Detail Sheets (up to 2 sheets assumed)

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (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 consultant will address one (1) set of consolidated, non-conflicting Client comments on the 100% deliverable followed by a Comment Resolution Meeting.

Deliverables:

- 100% Plans and Specifications – One set to the City
- 100% Working Plan Set – One set to the City and one set each to utility agencies and other affected parties
- Opinion of Probable Cost – One copy to the City
- 100% Working Specification Document – One copy in MS Word format of the Contract Documents and Technical Specifications to the City.
- Comment Resolution Matrix, to be provided after Comment Resolution Meeting

TASK 6: ISSUE FOR BIDS (PS&E)

The Consultant will review the 100% design with the City and incorporate comments and revisions to produce the IFB set of plans for use as Bid documents. It is assumed that front-end project specifications will be provided by Carson City and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work. The SSPWC will be referenced for inclusion in the contract documents. Additional specifications are not included in this scope of work. The IFB plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation.

Deliverables:

- IFB Plan Set – One set to the City and one set each to affected parties
- IFB Opinion of Probable Cost – One copy to the City
- IFB Specification Document – One copy of the Contract Documents and Technical Specifications to the City.

TASK 7: BIDDING SUPPORT AND CONSTRUCTION ADMINISTRATION

The Consultant will issue bid documents to prospective bidders and attend a pre-bid meeting. Other support provided by the Consultant includes issuing addenda and conformed drawings, as appropriate. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder.

Meetings:

The Consultant will attend Pre-Bid and Pre-Construction Conferences prior to commencement of construction work.

Submittals:

The Consultant will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

TASK 8: SOUTH EDMONDS DRIVE WIDENING (OPTIONAL TASK)

Upon written approval by the City, the Consultant will explore South Edmonds Drive between Fairview Drive and Koontz Lane to widen the shoulders (by approximately 3' on both sides of Edmonds Drive). This task is for the design of improvements for shoulder widening using asphalt grindings generated from other work as part of this Project.

Task 8.1 Existing Conditions Assessment

The Consultant will research existing conditions within public right-of-way, including utility investigation in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D on South Edmonds Drive from Fairview Drive to Koontz Lane. This effort includes coordination with utility providers for available as-built information and local permitting agencies regarding locations of existing water, telephone, gas, data (fiber and/or communications) and electrical service, as needed.

Task 8.2 Topographic Survey

Kimley-Horn's subconsultant will perform topographic survey on South Edmonds Drive from Fairview Drive to Koontz Lane for the design of widened shoulders from asphalt grindings. These survey limits include to 5' beyond the edge of pavement on both sides of the roadway.

Task 8.3 Right-of-Way Verification

Kimley-Horn's subconsultant will perform field surveys to determine property lines on South Edmonds Drive from Fairview Drive to Koontz Lane. They will resolve boundary and provide an exhibit in PDF format and civil 3D drawing of the results.

Task 8.4 Design and Construction Documents

The Consultant will include this design within the plans, Technical Specifications, and cost estimates suitable for City review as part of the single set of bid documents.

It is assumed that project specifications will be provided by the City and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work.

The Consultant will perform a project walk through to evaluate that aspects of the project scope have been captured.

ANTICIPATED SCHEDULE:

September 2025	Project NTP
November 2025	60% Submittal
December 2025	90% Submittal
February 2026	100% Submittal
April 2026	Issue for Bids

A detailed schedule will be developed and updated with coordination with Client upon NTP.

EXCLUSIONS:

- Topographic and/or right-of-way survey is not needed except for the optional widening task.
- Geotechnical evaluation is not anticipated for this Project.
- Driveway or ADA improvements are not anticipated for this Project.
- With the exception of adjusting utility lids to new finish grade, no utility work is anticipated with this Project.
- No permits are anticipated in this Project.

PROPOSED FEE:

Kimley-Horn will perform the services in this scope of work on a labor fee plus expense basis

Kimley»Horn

Page 8

not to exceed \$188,480 (including Optional Task 8) as detailed on the attached fee spreadsheet. Kimley-Horn will not perform work associated with Optional Task 8 without written authorization from the City.

A detailed schedule will be developed and updated with coordination with Client upon NTP.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.



Tiffany Tucker, PE
Project Manager



Christian Heinbaugh, PE
Program Manager



Exhibit A - Fee Proposal
District 3 2026 Pavement Preservation Project

Prepared by Kimley-Horn

CNH/TT

8/25/2025

v02

TASK	DESCRIPTION	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
		\$290	\$230	\$190	\$155	\$125	\$125				
1	Project Management										
	Project Management	2	32					16	50	Travel and office expenses	\$11,940.00
	Subtotal Hours	2	32	0	0	0	16	50			
	Subtotal Fee	\$580.00	\$7,360.00	\$0.00	\$0.00	\$0.00	\$2,000.00		\$2,000		\$11,940.00
2	Investigation of Existing Conditions										
	Existing Conditions Assessment		4		20	10		34			\$5,270.00
	Field Review	8	20	20	40	40		128			\$21,920.00
	Subtotal Hours	8	24	20	60	50	0	162			
	Subtotal Fee	\$2,320.00	\$5,520.00	\$3,800.00	\$9,300.00	\$6,250.00	\$0.00		\$0		\$27,190.00
3	60% Design										
	Plan Development	4	20	20	40	20		104			\$18,260.00
	Opinion of Probable Construction Cost		4	10	10	10		34			\$5,620.00
	QC and Submittal	8	4					12			\$3,240.00
	Review Meeting	2	4		2			8			\$1,810.00
	Subtotal Hours	14	32	30	52	30	0	150			
	Subtotal Fee	\$4,060.00	\$7,360.00	\$5,700.00	\$8,060.00	\$3,750.00	\$0.00		\$0		\$28,930.00
4	90% Design										
	Plan Development	2	8	10	20	10		50			\$8,670.00
	Specifications	2	20	20				42			\$8,980.00
	Opinion of Probable Construction Cost		2	4	4	4		14			\$2,340.00
	QC and Submittal	8	4					12			\$3,240.00
	Review Meeting	2	4		2			8			\$1,810.00
	Subtotal Hours	14	38	34	26	14	0	126			
	Subtotal Fee	\$4,060.00	\$8,740.00	\$6,460.00	\$4,030.00	\$1,750.00	\$0.00		\$0		\$25,040.00

Task	Description	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
5	100% Design										
	Plan Development		4	8	10	8		30			\$4,990.00
	Specifications		20	8				28			\$6,120.00
	Opinion of Probable Construction Cost		2		4	4		10			\$1,580.00
	QC and Submittal	8	4					12			\$3,240.00
	Review Meeting	2	4		2			8			\$1,810.00
	Subtotal Hours	10	34	16	16	12	0	88			
	Subtotal Fee	\$2,900.00	\$7,820.00	\$3,040.00	\$2,480.00	\$1,500.00	\$0.00		\$0		\$17,740.00
6	IFB Design										
	Plan Development		8		4	8		20			\$3,460.00
	Specifications		8	4				12			\$2,600.00
	Opinion of Probable Construction Cost		2		4	4		10			\$1,580.00
	QC and Submittal	8	4					12			\$3,240.00
	Subtotal Hours	8	22	4	8	12	0	54			
	Subtotal Fee	\$2,320.00	\$5,060.00	\$760.00	\$1,240.00	\$1,500.00	\$0.00		\$0		\$10,880.00
7	Bidding and Construction Administration Support Services										
	Bidding Services		10		10	4		24			\$4,350.00
	Construction Administration Services	4	20	6	12	4		46			\$9,260.00
	Subtotal Hours	4	30	6	22	8	0	70			
	Subtotal Fee	\$1,160.00	\$6,900.00	\$1,140.00	\$3,410.00	\$1,000.00	\$0.00		\$0		\$13,610.00
8	South Edmonds Drive Widening (Optional Task)										
	Existing Conditions Assessment		8		8	4		20			\$3,580.00
	Topographic Survey		4		8			12	\$12,000	Survey Subconsultant	\$14,160.00
	Right-of-Way Survey		4		4			8	\$15,000	Survey Subconsultant	\$16,540.00
	Design and Construction Documents	8	20	40	20	10		98			\$18,870.00
	Subtotal Hours	8	36	40	40	14	0	138			
	Subtotal Fee	\$2,320.00	\$8,280.00	\$7,600.00	\$6,200.00	\$1,750.00	\$0.00		\$27,000		\$53,150.00
	Total Services Hours	68	248	150	224	140	16	838			
	Total Services Fee	\$19,720.00	\$57,040.00	\$28,500.00	\$34,720.00	\$17,500.00	\$2,000.00		\$29,000.00		\$188,480.00



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** September 10, 2025

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding a proposed Contract No. 25300339 (“Contract”) with CA Group, Inc. (“CA Group”) for the North Carson Complete Streets Feasibility Study (“Project”), located between William Street and Medical Parkway, for a total not-to-exceed amount of \$338,860. (Kelly Norman, Senior Transportation Planner)

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

Proposed Motion

I move to approve the Contract as presented.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Project is one of the major corridor improvement projects identified by the Carson City Board of Supervisors through the 2014 Plan of Expenditures for the revenue generated by the 1/8th cent sales tax. The Project is considered a top priority in order to transform N. Carson Street into a complete corridor, serving as a “gateway” corridor into downtown Carson City, promoting safety and redevelopment of the area.

The Project corridor is a deteriorated former U.S. Highway (Highway 395) in need of safety, accessibility, and rehabilitation improvements. The purpose of the 2.3-mile-long Project is to construct, rehabilitate, and preserve transportation infrastructure needed to support long-term, multi-modal, and safety needs along N. Carson Street from Medical Parkway to William Street. In addition, Carson City Parks, Recreation, and Open Space (“PROS”), as well as the Redevelopment Authority, have a vested interest in the Project. They are contributing funding to the Project with the intent of enhancing the median and sidewalk landscaping, creating a space that is inviting for visitors and locals to walk, bike, ride, or drive to businesses in the area.

The N. Carson Street corridor has the highest percentage of pedestrians compared to the other major corridors in Carson City. The existing corridor, which serves thousands of vehicles per day, provides access to local and regional employment opportunities, as well as numerous essential goods and services.

The Contract will allow CA Group to assist Carson City with the following tasks associated with the Project:

- * Development of a vision for the Project with the participation and support of Carson City's various departments and the public.
- * Compiling all relevant existing studies, policies, and plans.
- * Review and interpret historical crashes along the Project, including public complaints, and provide safety strategies.
- * Evaluate existing community development plans and future trends; and identify the necessary access management to meet the community's future needs, based on city land use patterns.
- * Provide 2050 vehicle forecasts, working with the Carson Area Metropolitan Organization ("CAMPO") on future horizon year forecasts, including planned roadway network, projected traffic volumes, and anticipated operations if no improvements are made.
- * Development of a Project vision based on transportation and community needs; identify policies, programs, schedules, responsibilities, and funding sources needed to ensure the corridor serves the future vision.
- * Provide a recommendation for a future construction project.

A Request for Qualifications for the Project was released on March 4, 2025. A total of seven responses were submitted. The review and selection committee selected CA Group to recommend to the Regional Transportation Commission ("RTC"). The Project will be managed by RTC and CAMPO staff, and CA Group will complete the associated Project tasks, which are anticipated to be completed by June 30, 2027.

The Project is funded using the following accounts and amounts:

- CAMPO Unified Planning Work Program, Task 6.0 = \$110,000
- Regional Transportation Professional Services = \$50,000
- Redevelopment Area Funds = \$160,000
- PROS = \$20,000

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: CAMPO Fund, Grant Expenses / 2453028-501210; Redevelopment Revolving Fund, Construction Account / 6037510-507010, Project No. P7510225002; Regional Transportation Fund, Professional Services / 2503035-500309; PROS, Capital Improvements / 2545046-507010, Project No. P504625002.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, \$110,000 funding from CAMPO Grants, 2453028-501210, will be moved to Project No. P303526004 and will be charged \$108,860; Redevelopment Fund Project No. P751025002, 6037510-507010, will be charged \$160,000; \$50,000 from the Regional Transportation Professional Services account, 2503035-500309, will be moved to Project No. P303526004, Capital Improvements Account, 2503035-507010, and the account will be charged \$50,000; and \$20,000 from the Project No. P504525002, PROS, 2545046-507010, will be moved to Project No. P303526004 and be charged \$20,000.

Alternatives

Do not approve the Contract and provide an alternative direction to staff.

Attachment(s):

[5C_RTC_Exhibit 1 - North Carson Complete Streets Feasibility Study Draft Contract 25300339.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 25300339

Title: North Carson Complete Streets Feasibility Study

THIS CONTRACT is made and entered into this 10th day of September 2025, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and CA Group, 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 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 **CONSULTANT** for **CONTRACT No. 25300339** (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 _____

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

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

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

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

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

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

2.7.2 *Cost Accounting and Audits:*

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

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

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

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wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

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

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

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

- (a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:
 - (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker; and

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

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

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

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

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

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2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT**'s non-compliance with this Section.

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 The term of this Contract begins on September 10, 2025, subject to Regional Transportation Commission approval (anticipated to be September 10, 2025) and ends on June 30, 2027, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

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

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

David Dodson, Vice President
CA Group, Inc.
8630 Technology Way, Suite C
Reno, NV 89521
775-842-0494
David.dodson@c-agroup.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Three Hundred Thirty Eight Thousand Eight Hundred Sixty Dollars and 00/100 (\$338,860.00), and hereinafter referred to as "Contract Sum".

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

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

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges costs are allowable, per 23 CFR CFR 172.9(c)(1)(9ix), and that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

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

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

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

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

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

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obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

12. INDEPENDENT CONTRACTOR:

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

13. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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policies provided by **CONSULTANT**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**.

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

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

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

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

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

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

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

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

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

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

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
 - 13.21.1 *Minimum Limit required:*
 - 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
 - 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
 - 13.22.1 *Minimum Limit required:*
 - 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
 - 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
 - 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT**'s negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
 - 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
 - 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

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

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

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

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creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

23. LOBBYING:

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

- 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the 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 arises 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 arises between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: North Carson Complete Streets Feasibility Study

29. ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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 _____

CITY'S LEGAL COUNSEL

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

By: _____
District Attorney or his or her Authorized Designee

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P504625002
Account: 2453028-501210 = \$110,000
6037510-507010 = \$160,000
2503035-500309 = \$50,000
2545046-507010 = \$20,000

By: _____

Dated _____

PROJECT CONTACT PERSON:

Kelly Norman, Project Manager
Telephone: 775-283-7525

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

CONSULTANT

BY: David Dodson

TITLE: Vice President

FIRM: CA Group, Inc.

CARSON CITY BUSINESS LICENSE #: BL-007816

Address: 8630 Technology Way

City: Reno State: NV Zip Code:

Telephone: (775) 842-0494

E-mail Address: david.dods

(Signature of Consultant)

DATED _____

STATE OF _____)
County of _____)
)ss

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

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 10, 2025, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300339**. 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 10th day of September 2025.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 10th day of September 2025.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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SAMPLE INVOICE

Invoice Number:

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Brittany Burrows, email: BBurrows@carson.org
3505 Butti Way
Carson City NV 89701

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

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

North Carson Complete Streets Feasibility Study
Scope of Services

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North Carson Complete Streets Feasibility Study

Scope of Services

1. INTRODUCTION

The North Carson Complete Streets Planning & Design Project (PROJECT) is included as one of the corridor improvement projects identified by Carson City (CITY) and the Carson City Board of Supervisors, through the 2014 Plan of Expenditures for the proceeds generated from the 1/8th cent sales tax (the “Sales Tax”), as a top priority to transform into a complete street and serve as a “gateway” corridor into downtown Carson City.

The 2.3-mile-long PROJECT’s purpose is to transform North Carson Street from Medical Parkway/Arrowhead Drive to East William Street. The PROJECT will construct, rehabilitate, and preserve transportation infrastructure needed to support long-term multi-modal transportation. In addition, Carson City Parks and Recreation is contributing to the PROJECT to enhance the median and sidewalk landscaping to invite visitors and locals to walk, bike, ride, or drive.

The North Carson Street corridor has the highest percentage of pedestrians of any current complete street in Carson City. The existing corridor, which serves thousands of vehicles per day (AADT) provides access to local and regional employment opportunities, as well as numerous essential goods and services. The corridor is a deteriorated former U.S. Highway (Highway 395) in need of safety, accessibility, and rehabilitation improvements.

The goals of the PROJECT include:

- CONSULTANT to develop a vision for the corridor with the participation and support of the CITY’s various departments, and the public.
- CONSULTANT to assist the CITY with compiling all relevant existing studies, policies, and plans.
- CONSULTANT to review and interpret historical crashes along the corridor, include public complaints, and provide safety strategies.
- CONSULTANT to evaluate existing community development plans and future trends; and identify the necessary access management to meet the community’s future needs, based on city land use patterns.
- CONSULTANT to provide 2050 forecast for the corridor, working with the Carson Area Metropolitan Organization (CAMPO) on future horizon year forecasts; including planned roadway network, projected traffic volumes, and anticipated operations if no improvements are made.
- CONSULTANT to provide a corridor vision based on transportation and community needs; identify policies, programs, schedules, responsibilities, and funding sources needed to ensure the corridor services the future vision.

1.1 PROJECT LOCATION

The study area is located in Carson City, Nevada on Carson Street from the intersection with East Williams Street to the intersection with Medical Parkway/Arrowhead Drive near the interchange with I-580.

North Carson Complete Streets Feasibility Study

Scope of Services

1.2 GENERAL DESCRIPTION OF SERVICES

The work consists of planning-level conceptual analysis, feasibility study and evaluation of the corridor, access management, modal uses, community development and future growth, and alternatives to provide a corridor vision that will maximize safety, accommodate future growth and mobility of the traveling public – to include all modes of transportation.

The CONSULTANT will consider incorporation of several infrastructure improvements associated with the project, including pavement rehabilitation and replacement, construction and rehabilitation of walkways in the form of connected sidewalks, bike facilities/multiuse paths, corridor access management solutions, intersection controls, pedestrian crossing islands, and pedestrian signalized beacons. The project will incorporate ADA-compliant sidewalks and curb ramps, upgrades to stormwater facilities, extensive utility replacements of old, deteriorated water and sewer infrastructure, landscaping, enhanced street lighting, streetscape beautification and presentation areas to establish public art and gateway features, updated traffic signal equipment, and consideration of bus pullouts to accommodate a new transit route along the corridor.

The CONSULTANT shall analyze and evaluate the relationship between the corridor and the Envision Carson Master Plan, May 2025, with consideration of the adjacent land use:

- Define acceptable levels of access and mobility (access management); possible consolidation and control of access points;
- Determine transportation system needs to support surrounding land uses, to include multimodal transportation opportunities and connectivity opportunities;
- Provide corridor strategies that meet the needs of the future vision of the corridor;
- Identify possible gateway opportunities within the corridor that support the vision of the current Master Plan and community;
- Enhance the safety, functionality and appearance of the corridor
- Identify conceptual roadway improvements necessary to meet the community needs;
- Build consensus with the CITY's divisions and the public; and
- Upon completion of the evaluation, CONSULTANT will prepare a final feasibility study documenting the results of the evaluation.

2. PROJECT MANAGEMENT

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

2.1 CONSULTANT PROJECT MANAGER

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

The CONSULTANT Project Manager will provide staff planning and resources to meet PROJECT schedule commitments and complete tasks identified in the Scope of Services, including support

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staff required to perform the oversight and independent quality assurance reviews. This includes ensuring all permitting for CITY and partnering agencies required to carry out Scope of Services is acquired in a timely manner.

2.2 PROJECT MANAGEMENT TEAM (PMT)

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

2.3 MONTHLY PROJECT MANAGEMENT TEAM (PMT) MEETINGS

PMT meetings will convene with project key staff. Meetings will be held in Carson City or in a virtual format. The CONSULTANT will facilitate the meetings, and prepare agendas, meeting notes, and all meeting displays, handouts and other materials. Twelve (12) monthly meetings are assumed.

2.4 OTHER CITY COORDINATION MEETINGS

Various City coordination meetings will be necessary as the study progresses. The Consultant will prepare for, attend, and document four (4) meetings throughout the study.

2.5 MONTHLY INVOICING AND PROGRESS REPORTS

The CONSULTANT Project Manager will provide monthly invoices in a timely manner, including a progress report. The monthly progress reports/invoices will be submitted to the CITY Project Manager. Progress reports will be based on data received from each task lead and CONSULTANT and will address the following:

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

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

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

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

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

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2.7 PROJECT SCHEDULE

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

2.8 ADDITIONAL PROJECT DOCUMENTATION

The CONSULTANT shall maintain a CAMPO-approved, project-specific file sharing website (such as Microsoft Teams or ProjectWise) for the purpose of storing and transferring project files throughout the life of the project. The site will include, but not be limited to, all project documentation and deliverables. CAMPO's Project Manager and task leads shall have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the project.

The CONSULTANT will be responsible for maintaining an Issue Log for the PROJECT. The Issue Log will be available for agency members and partnering agencies. The Issue Log will be used to document PROJECT comments, questions, and answers to the CONSULTANT, CITY, and partnering agencies. CONSULTANT and CITY will encourage team members to use the Issue Log to track concerns and keep the team aware of project progress.

PROJECT MANAGEMENT DELIVERABLES

- PMT meeting minutes (2.3)
- Other City coordination meeting minutes (2.4)
- Monthly invoicing and progress reports (2.5)
- Project Schedule (2.7)
- File sharing website dedicated for project team data and deliverable management (2.8)
- Monthly Issue Log status (2.8)

3. EXISTING PROJECT CONDITIONS

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

3.1 REVIEW EXISTING POLICIES, PLANS, AND STUDIES

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

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

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- Current transportation funding sources available

3.2 SAFETY ANALYSIS

The CONSULTANT will review the “Carson Area Metropolitan Planning Organization Local Road Safety Plan” prepared in April 2024 for safety improvements identified for the North Carson Street corridor to ensure incorporation into any alternatives considered. Field reviews will be performed to verify all identified safety issues.

3.3 CONDITION SURVEY

The CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. The results of the condition survey will be summarized in a written report.

The CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon CITY criteria. The CONSULTANT shall also evaluate existing sidewalks, driveways and pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.

3.4 COMMUNITY DEVELOPMENT – LAND USE ANALYSIS

CONSULTANT will conduct an inventory of the existing and planned land use within the corridor. This effort will be coordinated with the CITY. This task includes GIS land use acquisition and meetings with local agency community development to identify any submitted tentative maps or zoning changes. The CONSULTANT will prepare aerial/GIS map series of all current land use plans and any submitted tentative maps or zoning changes.

3.5 MULTIMODAL ANALYSIS

Inventory and evaluate the existing multimodal facilities along the corridor, including any planned future projects to enhance the multimodal infrastructure. The multimodal analysis will include transit, pedestrian and bicycle, and parking facilities within the project corridor. The CONSULTANT will prepare a Multimodal Summary memo, to include aerial/GIS map of existing and planned facilities.

3.6 UTILITY IDENTIFICATION

Utilities within the project area will be located and assessed for possible conflict with the proposed project concepts.

The CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D.

Based on field investigation, the CONSULTANT will provide the CITY a list of utility companies whose utilities are likely to be within project limits or reasonably affected by the project.

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3.7 RIGHT-OF-WAY, ROADWAY GEOMETRY, AND TRAFFIC CONTROL DEVICES

The CONSULTANT will develop a series of GIS maps to inventory existing right of way, lane configurations, driveways, on-street parking, location and connectivity of adjacent parking, trails, existing bike facilities, bus stops, the pedestrian network, marked crosswalks and other traffic control devices.

The CONSULTANT will prepare aerial/GIS map series for existing right of way, roadway geometry and other features within the corridor.

EXISTING PROJECT CONDITIONS DELIVERABLES

- Existing Policies, Plans, and Studies review memo (3.1)
- Pavement Condition Survey and Recommendations (3.3)
- Aerial/GIS map series of all current land use plans/zoning changes (3.4)
- Multimodal Summary Memo (3.5)
- Aerial/GIS map series for ROW, geometry, and other corridor features including affected utilities (3.7)

4. TRAFFIC ANALYSIS

The traffic analysis tasks do not include traffic forecasting. The project will include limited operational analysis in support of specific intersection improvements. The present capacity of the corridor is assumed to meet the 2050 traffic volumes. No changes to the current lane configuration are anticipated. The CITY will provide the current traffic model data as needed. Any electronic files for the analysis, including those from support software, shall also be submitted.

4.1 INTERSECTION IMPROVEMENT FEASIBILITY ANALYSIS

METHODOLOGY MEMO

The CONSULTANT will prepare an abbreviated one-page Intersection Improvement Feasibility Analysis Methodology Memo for review and approval by the CITY. The memo will include the methodologies used and the improvements considered at each of the intersections analyzed.

4.2 INTERSECTION IMPROVEMENT FEASIBILITY ANALYSIS

Intersection improvement feasibility analysis will be performed for the current and horizon year 2050 traffic volumes and will be completed based on the Intersection Improvement Feasibility Analysis Methodology Memo. The CONSULTANT will coordinate with the CITY's Transportation Division and CAMPO to obtain the existing traffic studies, study results, for any additional analysis as needed. The purpose of the analysis is to:

- Review base year and design year peak hour analysis (AM and PM) from the existing traffic studies to verify lane requirements and define appropriate intersection improvements; and
- Perform current and horizon year feasibility analysis of concepts, then work backwards to determine possible year that improvements will be needed and prepare a summary report.

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- Analysis Years: Base Year: 2025; Design Year: 2050; Year that improvement will be needed: to be documented.

It is anticipated that the CONSULTANT will analyze the following intersections:

- N. Carson Street & Silver Oak Drive
- N. Carson Street & Nye Lane
- N. Carson Street & Hot Springs Road

The intersection improvements will be developed for design year scenarios. The intersections that need traffic counts will depend on the type of analysis performed at each one. It is anticipated that data collection will occur at two intersections with daytime hours on North Carson Street between 7 am to 6 pm, of data collection.

4.3 PEDESTRIAN AND BICYCLE ANALYSIS METHODOLOGY MEMO

The CONSULTANT shall prepare an abbreviated one- to two-page Traffic Pedestrian and Bicycle Analysis Methods and Assumptions memo for review and concur by the CITY's Transportation Division.

4.4 PEDESTRIAN AND BICYCLE ANALYSIS

Pedestrian and bicycle operational analysis will be completed based on the Traffic Operations Methods and Assumptions memo. The data sources, and other key items that need to be reviewed and agreed upon will be identified in the memo. Traffic operations analysis will be conducted for the purpose of analyzing the pedestrian and bicycle traffic in the corridor. Traffic analysis shall include obtaining existing pedestrian and bicycle counts and reports performed by the CITY for all counting activities performed along the corridor.

Based on the analysis of the data, the CONSULTANT will perform pedestrian and bicycle counts in the following corridors:

- N. Carson Street north of Hot Springs Road (the CONSULTANT shall collect data for up to 2 locations)
- N. Carson Street south of Hot Springs Road (the CONSULTANT shall collect data for up to 4 locations)

Forecasts will include 24-hour traffic counts for a four consecutive days period on North Carson Street. The data collection dates will be documented after the review of the previous reports by the CITY.

4.5 TRAFFIC COUNTS

The CONSULTANT will collect turning movement counts, pedestrian, and bike counts at intersections as identified in task 4.2 and task 4.4.

4.6 SUMMARY REPORT

The CONSULTANT will prepare a report to summarize the processes and results of the tasks.

North Carson Complete Streets Feasibility Study

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TRAFFIC ANALYSIS AND ACCESS MANAGEMENT DELIVERABLES

- Signal Warrant Analysis Methodology Memo (4.1)
- Pedestrian and Bicycle Analysis Methodology Memo (4.3)
- Summary Reports for Signal Warrants and Pedestrian/Bicycle Analysis (4.6)

5. CORRIDOR VISION DEVELOPMENT

The CONSULTANT shall provide a corridor vision that supports safety, operational, multimodal, and capacity enhancements and is evaluated based on results from existing conditions, traffic analysis, and community needs. Provide a broad level framework of corridor improvements to be advanced in future environmental clearance and design.

5.1 CONCEPT DEVELOPMENT AND SCREENING

Concepts will be developed based upon aerial mapping provided by the CITY and aerial photography and GIS right-of-way boundaries and parcels provided by the CONSULTANT. Concepts will be developed to a level of providing appropriate horizontal geometry in accordance with AASHTO. Profiles will not be required; however, CONSULTANT shall consider vertical geometry at crossing roadways and tie-ins to existing pavement. Develop potential cross section concepts, preliminary costs and risks associated with improvements along the corridor. Plans and profiles are not part of the Scope of Services.

The CONSULTANT will conduct a concept screening and prioritization process utilizing an agreed upon screening criteria. CONSULTANT will provide draft screening and weighting criteria to the CITY for approval prior to utilizing. Screening concepts will include identifying interim and long-term implementation opportunities. Screening of alternatives will also include fatal-flaw environmental screening along with identifying the anticipated class of NEPA clearance (CE, EA, or EIS) for each concept.

5.2 CONCEPT REFINEMENT

Concepts will be refined based upon public involvement, including feedback from the Technical Advisory Committee, Public Meetings, and the CITY.

5.3 IMPROVEMENT COST ESTIMATES

Cost estimates for proposed concepts will be conducted at planning level detail to determine an order of magnitude cost range. All cost estimates will be provided to the CITY's Project Manager for approval prior to distribution.

6. AGENCY AND PUBLIC RELATIONS

6.1 PUBLIC INFORMATION PLAN

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

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6.2 CITY WEB PAGE, ONLINE SURVEYS AND PROJECT UPDATES

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

The CONSULTANT will prepare up to two (2) Online surveys. One with the purpose to solicit public input on identifying and assessing corridor needs. The second survey will focus on public input on Potential Improvement/Design Options for the corridor. Surveys will be accessible through the website hosted by the CITY. The CONSULTANT will compile results.

6.3 CORRIDOR WALK

CONSULTANT will perform a corridor walk with the City Project Manager to introduce the project and engage adjacent property owners and residents to solicit input on the purpose of the project.

CONSULTANT will prepare handout materials and exhibits to be used on the corridor walk. The CITY will make copies for distribution.

6.4 PROJECT COMMITTEE MEETINGS

6.4.1 PROJECT TECHNICAL ADVISORY COMMITTEE (TAC)

CONSULTANT will organize a working technical group that may include representatives from the CITY, RTC, CAMPO, NDOT, and FHWA. The TAC will review the project study issues and results. The TAC will meet two (2) times during the study period. CONSULTANT will perform all logistics for the TAC, including meeting location, notices, and updates to members, meeting documentation and follow-up information. Meeting minutes will be developed and distributed by CONSULTANT for TAC comments after each meeting. TAC meetings will be conducted in Carson City.

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

6.5 PUBLIC INFORMATION MEETING

One (1) public comment period will be held during the project. The public comment period will include a 30-day virtual meeting hosted on the CITY’s website and in-person public information meeting (open house) held in the middle of the 30-day comment period. The meeting will be coordinated with CITY Public Information Personnel

CONSULTANT will develop all materials for the in-person meeting including direct mail notices, public notices, media release development for CITY distribution, meeting set-up and tear down, meeting handouts and displays, audio/visual needs, photography as needed, and public meeting summary report including official comment/response matrix detailing the meeting. The CITY will

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be responsible for placing and paying for newspaper advertisements, printing and mailing of direct mail notices, and obtaining a court reporter and Spanish translator.

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

The public comment period/public information meeting will be held in the later stages of the PROJECT, to present preliminary corridor vision recommendations for the PROJECT. The CONSULTANT will plan, advertise, provide support staff, and write public meeting summary reports documenting the meetings.

6.5.1 MEETING SCHEDULING, PREPARATION AND NOTIFICATION

Planning for the meeting will include ongoing updates, as well as eight (8) pre-public meeting organizational meetings per scheduled public meeting, intended to review progress on the meeting materials, virtual format, mail notifications, advertisements, and logistics. The planning process for the public meeting will begin approximately ten (10) weeks prior to the public comment period.

The CONSULTANT, in support of the public meeting, will design and prepare mailers to be sent out at a minimum of one quarter ($\frac{1}{4}$) mile width on each side to addresses along the North Carson Street corridor. Mailers are to be mailed no later than 5 days prior to that start of the 30-day virtual public meeting. The mailers will be sent to both the property owner and all tenants at the property within the approved mailing area. It is assumed that 2,500 mailers will be printed and mailed for the public meeting comment period. The CITY will be responsible for obtaining the mailing list database, printing, and postage for the mailers.

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

The CONSULTANT will work with the CITY on the virtual meeting project website software and logistics required. The CONSULTANT will assist the CITY in documenting and responding to comments and questions received during the public comment period.

6.5.2 MEETING STAFFING

CONSULTANT will provide four qualified professional support staff to attend the in-person meetings.

6.5.3 NEIGHBORHOOD MEETINGS.

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

North Carson Complete Streets Feasibility Study

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6.6 PROJECT PRESENTATIONS

Coordinate with the CITY Project Manager to develop PROJECT update PowerPoint presentations, to include handouts, and actively participate in presentations for the CITY, RTC, CAMPO, and other entities (as required). Address and document all questions, concerns, and input from the groups. It is anticipated that up to three (3) presentations will be made to governing boards. Assist the CITY in preparing presentation content. CONSULTANT shall also accompany the CITY to the presentations and provide any status reports or supporting documentation, as requested.

AGENCY AND PUBLIC RELATIONS DELIVERABLES

- Public Information Plan (6.1.)
- Website update information (6.2)
- Online Surveys and Results (6.2)
- Handout materials for Corridor Walk (6.3)
- Summary memos for other entity committees (6.4)
- TAC meeting agendas (6.4.1)
- TAC meeting minutes (6.4.1)
- Public meeting website, exhibits, handouts, and summary report (6.5.1)
- Agency or governing body presentations and status reports (6.6.)
- Final Summary Report for Corridor Action Plan Appendix

7. FEASIBILITY REPORT DEVELOPMENT

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

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

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

7.1 DRAFT FEASIBILITY REPORT

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

North Carson Complete Streets Feasibility Study

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7.2 FINAL FEASIBILITY REPORT

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

FEASIBILITY REPORT DEVELOPMENT DELIVERABLES

- Draft Feasibility Report (7.1)
- Final Feasibility Report (7.2)

8. ENVIRONMENTAL CONSIDERATIONS

The CONSULTANT will collect and provide data for the following categories to be used for future NEPA evaluations:

8.1 HISTORIC RESOURCES

CONSULTANT'S Senior Architectural Historians will perform the environmental subtasks associated with Historic Resources identified below. Each meets the U.S. Secretary of Interior Professional Qualifications Standards for Historian and Architectural Historian as specified at 36 CFR 61.

- Subtask 1: Conduct Records Search. CONSULTANT will review the inventories of the National Register of Historic Places, Nevada State Register of Historic Places, State Historic Sites and Points of Interest, and Carson City Historic Districts and Landmarks.

Note: No formal search of the NVCRIS Database will be conducted at this time. That search, and the fees associated with it, which will include archaeological sites, will be required as part of the NEPA and NHPA Section 106 phases.

- Subtask 2: Conduct Background Research. CONSULTANT will conduct limited research in sources relevant to the built environment adjacent to North Carson Street (e.g., USGS quad maps; city directories; historic aerial photographs).
- Subtask 3: Conduct Field Review/Site Visit. CONSULTANT will conduct a field review of any architectural or historic resources determined by research or field observation to be located within the preliminary Area of Potential Effects (APE) and identify those that appear to possess potential to meet one or more criteria for listing in the National Register of Historic Places (NRHP).
- Subtask 4: Prepare Technical Memorandum. CONSULTANT will prepare a technical memorandum outlining preliminary recommendations identifying properties appearing to meet NRHP eligibility criteria at the local, state, or national level and provide the rationale for each. We will include one or more key photos of any such property. The memo will also include a comprehensive table of all built-environment properties which date to 1980 or

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before, as the Nevada SHPO generally uses a 45-year cutoff for considering historic-age resources.

Note: No formal recordation of resources on Nevada SHPO Architectural Resource Assessment (ARA) forms will be prepared during this phase. Such forms are required by that agency as part of the formal Section 106 consultation process.

8.2 COMMUNITY IMPACTS AND DEMOGRAPHICS

CONSULTANT will collect data from the US Census Bureau and American Community Survey, supplemented with information from other local sources, identify low income and/or minority neighborhoods and businesses. CONSULTANT will analyze social and economic impacts to low income and/or minority neighborhoods and businesses based on conceptual alternatives and identify what benefits and mitigations may occur.

Note: Executive Orders (EO) issued in 2025 repealed previous EO addressing environmental justice. As such, “environmental justice” is no longer used and is replaced with “demographics.”

8.3 SECTION 4(f) AND SECTION 6(f)

CONSULTANT will identify any recreation resources, including publicly owned parks and trails within the study area. If resources are identified, including historic properties, that are subject to Section 4(f) protection, a memo will be prepared outlining those properties and potential constraints.

8.4 BIOLOGICAL RESOURCES

CONSULTANT will request and review readily available data agencies including Nevada Department of Wildlife (NDOW), US Fish and Wildlife Services (USFWS), Nevada Division of Natural Heritage (NDNH), and U.S. Geological Survey (USGS) to identify potential impacts to endangered, threatened, or otherwise protected species or habitat for sensitive flora or fauna. CONSULTANT will review compiled information and identify areas of potential habitat for presence of State or Federally protected species.

CONSULTANT will prepare a Biological Resources Technical Memo summarizing the data gathered and obtained from agencies. The memo will summarize the potential for impacts on protected species, measures to be implemented to avoid or minimize those impacts (if needed), and steps potentially required to obtain a permit (if appropriate). The memo will identify any significant constraints potentially imposed on the project based on these resources, if any.

8.5 WETLAND/WATERS

CONSULTANT will conduct a desktop review to identify aquatic resources within or adjacent to the Project area to evaluate the potential for there to be Waters of the U.S. (WOTUS) or Waters of the State (WOTS).

CONSULTANT will prepare an Aquatic Resources Technical Memo summarizing the presence and potential impact on WOTUS and WOTS, and a summary of potential permitting needs as they relate to WOTUS and WOTS.

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Note: This scope of work does not include coordination with or support in submitting a request for a Jurisdictional Determination or submitting a permit application to USACE.

8.6 HAZARDOUS MATERIALS

CONSULTANT will conduct a desktop review of recent lists compiled by federal and state agencies that identify sites in the vicinity of the project area known to be or suspected of being contaminated, and facilities which manage or have managed hazardous substances or wastes. Information on these sites will be compiled from state and federal listings including, but not limited to, U.S. Environmental Protection Agency (EPA)-designated Superfund sites, Superfund Enterprise Management System (SEMS) sites (formerly CERCLIS sites), Resource Conservation and Recovery Act (RCRA) facilities, and the Nevada Division of Environmental Protection's (NDEP's) Corrective Action cases, leaking underground storage tank (LUST) cases, and registered underground storage tank (UST) owners.

CONSULTANT will prepare a Hazardous Materials Technical Memo summarizing the potential presence of hazardous materials and environmental concerns within the project area.

8.7 PERMITS

CONSULTANT will develop a list of potential future environmental permits and approvals for construction (USACE, USFWS, NDEP, etc.)

8.8 PRELIMINARY PEL

The CONSULTANT will provide documentation of activities performed as part of this scope in preliminary Planning and Environmental Linkages (PEL) format for use during potential future NEPA activities. The CITY acknowledges the documentation will not be a full PEL document. The CONSULTANT will coordinate NDOT and FHWA on the documentation for formatting to allow for future incorporation into NEPA document(s).

ENVIRONMENTAL CONSIDERATIONS DELIVERABLES

- Historic Resources Technical Memo (8.1)
- Community Impact Technical Memorandum (8.2)
- Section 4(f) and Section 6(f) Technical Memorandum (8.3)
- Biological Resources Technical Memorandum (8.4)
- Wetland/Waters Technical Memorandum (8.5)
- Hazardous Material Findings and Recommendations (8.6)
- Permits Technical Memorandum (8.7)
- Preliminary PEL Documentation (8.8)

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: North Carson Street Feasibility Study
Consultant Information: CA Group - Entire Project Team Fee (Includes BEC, CME, Lage, and Rikor)
Project Manager: Kelly Norman

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: North Carson Street Feasibility Study
Consultant Information: CA Group - Entire Project Team Fee (Includes BEC, CME, Lage, and Rikor)
Project Manager: Kelly Norman

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$283,3
Optional Services	
Subconsultants:	\$54,0
Direct Expenses:	\$1,5
Contingency	
Total Estimated Services:	\$338,8

CONTRACT TOTALS			
Task	Labor Hours	Task Subtotal	Description
2	178	\$34,000	Project Management
3	202	\$37,260	Existing Project Conditions
		\$7,500	Subconsultant - CME
4	202	\$39,270	Traffic Analysis
		\$8,000	Subconsultant - All Data/Rikor
5	132	\$45,600	Corridor Vision Development
		\$7,500	Subconsultant - Lage
6	462	\$79,020	Agency and Public Relations
		\$1,500	Direct Expense - Printing and Travel
7	164	\$24,540	Feasibility Report Development
8	132	\$23,670	Environmental Considerations
		\$31,000	Subconsultant - BEC
		\$0	Direct Expense - Travel
CONTRACT TOTALS		\$338,860	

ATTACHMENT B

Required Federal Clauses for Professional Services

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

Attachment B consists of three parts to account for the different types of federal funding being used for this project. Consultant must agree to comply with all federal regulations and complete all required forms.

ATTACHMENT B - I

FHWA / NDOT LPA Required Federal Clauses for Professional Services

I. GENERAL FEDERAL PROCUREMENT PROVISIONS

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

1. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order1050.2A.
2. **Access to Information.** The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
3. The Consultant agrees to complete and sign- "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

4. **Records Retention.** Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the City, Nevada Department of Transportation and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the Consultant whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.
5. **Payment to Subconsultants.** The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,
6. **Conflict of Interest.** The Consultant must disclose in writing any exiting or potential conflict of interest relative to the performance of this Contract. Any such relationship that might be perceived or represented as a conflict must be disclosed. By signing this Contract, the Consultant affirms that it has not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this Contract.
7. **Surplus Property.** The Consultant is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. **Value Engineering.** The Consultant is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

9. **Disadvantaged Business Enterprises.** The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of City-assisted contracts, if required by the contract. Failure by the Consultant to carry out these requirements is a material breach of this Agreement. In event of such a breach, the City may:
 - a. Withhold progress payments or a portion thereof;
 - b. Assess sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Consultant from future bidding as non-responsible.
10. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
11. **Rights to Inventions** Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
12. **Clean Air Act (42 U.S.C. 7401-7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
13. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably

necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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

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

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

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

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

Refer to Section XIV of Attachment B-II.

III. REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

IV. TITLE VI ASSUARANCES

The attached Attachment B - III shall apply to all contractors and sub-contractors and **shall be included** in any sub-contract agreements for any activities receiving federal funding.

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

2 C.F.R. Parts 180 and 1200

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

1a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered

transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

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

2a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

The Recipient therefore agrees:

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

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

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

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

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

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

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

4. Prohibition. If

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

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

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

5. Mandatory Notice to the USDOT.

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

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

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

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

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

VII. SAFE OPERATION OF A MOTOR VEHICLE

1. Policy to Ban Text Messaging While Driving

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

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

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

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

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

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

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

- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

2. **Seat Belt Use**

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

ATTACHMENT B-II:
Additional Contract Provisions related to Title VI of the Civil Rights Act of 1964

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

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

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

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

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

APPENDIX A - Department of Transportation Order 1050.2A

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – Department of Transportation Order 1050.2A

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

Unique Entity ID (UEI)

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

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

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

Enter Prime Contractor UEI Number: PFYKFDC4SLY6

KJD1CRX45435 (LAGE), KHV9W2RQAY97 (PKE),
JYP8XDUNM2M1 (CME), PEVANTR72KU1 (KCI),
HKNXFZLFKVW6 (BEC), VM5JLZVXNBE8ATD (ATD),

Enter all Sub-Contractor UEI Numbers: WXQGLHGBGZB9 (RCI)

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

Attachment C

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

David Dodson, PE

Name (please type or print)



Signature

CA Group, Inc. Vice President

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP- DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. c. Initial award <input type="checkbox"/> d. post-award	<input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
For Material Change Only:		
year _____ quarter _____		
date of last report _____		
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
<input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee		
Tier _____, if known:		

Attachment C

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

STATE OF Nevada

}

ss

COUNTY OF

I, David Dodson, PE (Name of party signing this affidavit
and the Proposal Form) Vice President (title).

being duly sworn do depose and say: That CA Group, Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(Insert Exceptions, attach additional sheets)

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

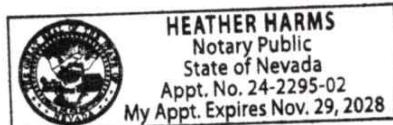
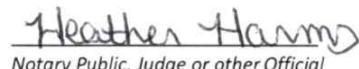


Signature

CA Group, Inc. Vice President
Title

Sworn to before me this 31 day of March, 20 25

(SEAL)

Heather Harms

Notary Public, Judge or other Official

Conflict of Interest Disclosure Form

Date: April 1, 2025

Project: North Carson Complete Streets Planning & Design Project

Title: CA Group, Inc. Vice President

Name: David Dodson, PE

Position: Project 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: David Dodson

Date: April 1, 2025

CITY AND COUNTY OF 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 April 1, 2025

Company CA Group, Inc.

Address 8630 Technology Way, Suite C, Reno, NV 89521

Phone 775.842.0494

Fax Number 775.786.7551

Proposer
(Signature) 

Proposer
(Print Name) David Dodson, PE

Position
with Company Vice President

Note: This form must be filled in and submitted with the sealed proposal.

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

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

FIRM NAME: CA Group, Inc. Vice President

ADDRESS: 8630 Technology Way, Suite C, Reno, NV 89521

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 or 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

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS cont.

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

Name	Title	Department

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

Signature: David Dade

Title: CA Group, Inc. Vice President

Federal Tax Delinquency and Conviction Certification

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

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

Certifications

- 1) **Delinquency:** The firm represents that it **is** or **is not** , a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) **Conviction:** The firm represents that it **is** or **is not** , a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

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

Term Definitions:

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Firm: Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

April 1, 2025

Date



Signature

CA Group, Inc.

Company Name

Vice President

Title

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

ATTACHMENT D **DBE/ SBE REQUIREMENTS**

The Project DBE/SBE Goal is: 1.43%

The information is being provided because this RFP has an established DBE/SBE goal. 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*.

DBE/SBE firms must be certified by the Nevada Unified Certification Program (NUCP) in accordance with 49 CFR Part 26 in a NAICS code applicable to the kind of work the firm would perform on the project in order to count towards DBE/SBE goal attainment. The Nevada Department of Transportation (DEPARTMENT) is an agency member of the NUCP. A list of certified DBEs/SBEs may be obtained from the DEPARTMENT's website at www.nevadaDBE.com. DBE/SBE status continually changes; therefore, it is recommended that the Proposer verifies certification at www.nevadaDBE.com before submitting a Proposal.

Proposers shall include the following information in their submitted response to the RFP with a DBE/SBE Goal:

- A. Completed FORM D-1 - DBE/SBE Commitment to Subcontractors form and FORM D-2 for each DBE/SBE vendor;**
- B. Copy of selected DBE's/SBE's(s') certification issued by the NUCP; and**
- C. A DBE/SBE Commitment Letter ([sample letter](#)) from each DBE/SBE firm listed on FORM D-1 - DBE/SBE Commitment to Subcontractors form, on the DBE/SBE firm's letterhead, clearly indicating:**
 - a. the DBE/SBE firm's name and address;**
 - b. a description of the work to be performed by the DBE/SBE; and**
 - c. the percentage of the negotiated Agreement to be performed by the DBE/SBE.**

A Proposer who is unable to meet the DBE/SBE requirement stated in the RFP may receive DBE/SBE evaluation criteria points by making a documented "Good Faith Effort" that is approved by the City. The documentation necessary to establish a "Good Faith Effort" must be submitted with the RFP. The "Good Faith Effort" must be a substantial, documented effort that may include, but is not limited to, the items listed in 49 CFR Part 26, Subpart C, Sections 26.53(a)(2) and Appendix A.

Firms failing to demonstrate their ability to attain the stated DBE/SBE goal or to provide adequate Good Faith Efforts approved by the City in accordance with 49 CFR Part 26, Subpart C, **shall not be allowed to submit a response** to an RFP with a DBE/SBE Goal.

The firm shall utilize the specific DBEs/SBEs listed to perform the work and supply the materials for the task order agreement which each is listed on FORM D-1 unless they obtain the City's written consent as provided in 49 CFR Part 26.53 (3)(f), (4) & (5); and unless such consent is provided, the Firm shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/SBE.

The firm shall not terminate a DBE/SBE subcontractor being utilized for the project listed in FORM D-1 (or an approved substitute DBE/SBE firm) without the prior written consent of the City. This includes, but is not limited to, instances in which a firm seeks to perform work originally designated for a DBE/SBE subcontractor with its own forces or those of an affiliate, a non-DBE/SBE firm, or with another DBE/SBE firm.

When a DBE/SBE participates in a Professional Services Agreement, expenditures toward DBE/SBE goals will only count if the DBE/SBE is performing a commercially useful function on the Professional Services Agreement. A DBE/SBE performs a commercially useful function when it is responsible for execution of the work of the Professional Service Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE/SBE shall also be responsible, with respect to materials and supplies used on the Professional Services Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE/SBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Professional Services Agreement is commensurate with the work it is actually performing and the DBE/SBE credit claimed for its performance of the work, and other relevant factors.

All DBE/SBE requirements and good faith efforts and Commercially Useful Function evaluations shall be in accordance with 49 CFR Part 26.

FORM D-1

DBE/ SBE Commitment to Subcontractors

This form to be submitted as part of the response to an RFA with a DBE/SBE Goal

RFP Number: 25300339DBE/ SBE Participation Goal: 1.43 %

This form, a commitment letter on the DBE's/ SBE's letterhead, and the DBE's/ SBE's certification must be submitted for each firm listed with each Proposal.

Name of Certified DBE/ SBE Firm(s)	Scope of Work Detailed Description	% of Total Agreement
BEC Environmental	Biological Resources, Waters of the US, Hazardous Materials	*up to 1.43%
PK ELectrical	Illumination Design	*up to 1.43%
LAGE Design, Inc.	Landscape Archtiecture Design Services	*up to 1.43%

*1.43%

*Up to 1.43% or more, depending on final scope.

Total DBE/ SBE Commitment % minimum

I certify that these identified services and percentages were quoted by the DBE/ SBE firm(s). If awarded this Agreement, our firm CA Group, Inc. Phone No. 775.842.0494 intends to enter into subcontract Agreements with the DBE/ SBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation could result in appropriate sanctions under applicable Local, State or Federal laws.



Signature of Authorized Representative

David Dodson, PE

April 1, 2025

Date

-----CITY USE ONLY-----

CITY DETERMINATION:

APPROVED DENIED

If denied, please explain in the space provided.

Name: C. MartinovichDate: 8/28/25Comments: The Contract doesnot require DBE Participationbut use of DBEs will beMonitored.



March 27, 2025

CA Group, Inc.
8630 Technology Way, Suite C
Reno, Nevada 89521

**RE: DBE Commitment Letter
RFQ# 25300339
North Carson Complete Streets Planning & Design Project**

To Whom It May Concern:

BEC Environmental, Inc. (BEC) is located at 7241 West Sahara Avenue, Suite 120, Las Vegas, NV 89117. BEC is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) in the State of Nevada.

BEC is subcontracting to CA Group, Inc. to provide environmental services for the referenced Project.

We understand the DBE/SBE goal on this project is 1.43%. BEC commits to perform up to 1.43% or more of the total dollar value of the negotiated agreement between CA Group, Inc. and Carson City depending on the final scope of services.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Eileen Christensen'.

B. Eileen Christensen, Principal
BEC Environmental, Inc.



Department of Aviation
Rosemary A. Vassiliadis, Director
P.O. Box 11005
Las Vegas, NV, 89111-1005
(702) 261-5211
Fax (702) 597-9553

July 16, 2024

Ms. Belva Eileen Christiansen
BEC ENVIRONMENTAL, INC.
7241 W Sahara Ave, #120
Las Vegas, NV 89117

RE: Notice of Continued Eligibility as a Disadvantaged Business Enterprise

Dear Ms. Christiansen:

Congratulations! An evaluation of the Three Year Certification Review form and all supporting documentation, affirms that your firm continues to meet the eligibility requirements to maintain its certification as a Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) through the Clark County Department of Aviation (CCDOA) and the Nevada Unified Certification Program (UCP), pursuant to the U.S. Department of Transportation's (DOT) Title 49 Code of Federal Regulations (CFR) Part 26.

In accordance with §26.83(j), you must provide, annually on the anniversary of your certification date, an "Annual Certification Review" form along with all supporting documents. This form will be due on **August 5, 2025**. A PDF interactive version of this form is available for downloading at:

<https://www.harryreidairport.com/Business/Development/DisadvantagedBusinessProgram>

Please note that you are required to provide timely notice of any changes in ownership, control, business structure of the firm, or change of address. Pursuant to subsection §26.109(c), all participants in the DBE program are required to cooperate fully and promptly with certification reviews. Failure to cooperate may result in a finding of non-compliance and removal of DBE eligibility.

Please contact me via e-mail at davide@lasairport.com or by phone at 702-261-5226 if you have any questions or need additional information.

Sincerely,


DAVID ECLIPS
ACDBE/DBE Liaison Officer

DE:bm



Clark County Board of Commissioners

Tick Segerblom, Chair • William McCurdy II, Vice Chair • James B. Gibson
Justin C. Jones • Marilyn Kirkpatrick • Ross Miller • Michael Naft



Nevada Unified Certification Program

This is to certify that:

BEC Environmental, Inc.

Is registered as a Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) in the Nevada Unified Certification Program

under the provisions of 49 CFR Part 26,

and is Therefore Recognized This 16th Day of July, 2024.

*BEC Environmental, Inc. is further recognized and has been verified
as a Woman-Owned Business (WBE) by the NUCP Member Agencies.*

This certificate supersedes any certification or listing previously issued

Certificate No. NV20235651NUCP





PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING
www.pkelectrical.com

March 26, 2025

CA Group
8630 Technology Way, Suite C
Reno, NV 89521

Re: DBE Commitment Letter
RFQ# 25300339
Proposal for: North Carson Complete Streets Planning & Design Project

To Whom it May Concern:

PK Electrical, Inc. is a certified Disadvantaged Business Enterprise in the State of Nevada.

PK Electrical is partnering with CA Group to provide Electrical Engineering, Power, and Lighting Design.

We understand the DBE goal on this project is 1.43%. PK Electrical commits to perform 1.43% or more of the awarded applicant's obligations as negotiated between CA Group and NDOT.

Sincerely,
PK Electrical, Inc.

Karen Purcell, PE
President and CEO

VISIONS
ACHIEVED.

Reno, NV | Denver, CO | St. Louis, MO

COMMUNITIES
EMPOWERED.

From: Nevada DOT <ndot@dbesystem.com>
Sent: Thursday, January 30, 2025 8:05 AM
To: Karen Purcell <kpurcell@pkelectrical.com>
Subject: NDOT: Certification Renewal

Karen Purcell
 Purcell Electrical Professional Corporation DBA PK Electrical, Inc.
 681 Sierra Rose Drive Suite B
 Reno, NV 89511

Re: Annual Disadvantaged Business Enterprise (DBE) Certification Update

Dear Karen Purcell:

The Nevada Unified Certification Program (NUCP) is pleased to announce that your firm's certification as a Disadvantaged Business Enterprise (DBE) in Nevada has been updated in accordance with 49 CFR Part 26. Your certification number is 20127024DOT, and your firm is certified in the following areas:

NAICS 541330: ELECTRICAL ENGINEERING SERVICES
 NAICS 541330: ENGINEERING SERVICES

Your firm will be listed in Nevada's Certified Vendors Directory which can be accessed via the internet at www.nevadadb.com. So long as the firm is listed, it is considered DBE/SBE certified by all NUCP member agencies.

DBE/SBE certification is continuous from the date of this letter, but is **contingent upon the firm renewing eligibility annually**, by or before your annual certification date March 28, 2026. You will be notified in advance of your obligation to continue eligibility by submitting a No Change Affidavit (NCA). Failure to submit forms and/or change of information will be deemed a failure to cooperate under the Regulation and may result in your firm being decertified.

DBE/SBE certification is NOT a guarantee of work, but enables your firm to compete for, and perform, contract work as a DBE contractor, subcontractor, consultant, subconsultant or material supplier on all USDOT Federal Aid (FAA, FTA and FHWA) as well as state funded projects in Nevada.

If, at any time, there is a material change in your firm, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals, or physical location of the firm, you must notify this office in writing without delay and in no event not more than 30 days from the change, and must include supporting documentation. You will receive timely instruction as to how you should proceed, if necessary.

The NUCP reserves the right to withdraw this certification if at any time, it is determined that certification was knowingly obtained by false, misleading, or incorrect information. DBE/SBE certification is subject to review at any time.

We wish you great success as a Nevada certified DBE. Please contact me at (702) 671-6612 or ECR@dot.nv.gov if you have any questions or need additional information.

Sincerely,

[lbINDOTSignature3Html]



March 26, 2025

Mr. David Dodson, PE
CA Group, Inc.
8630 Technology Way, Suite C
Reno, NV 89521

Re: RFQ# 25300339 – North Carson Complete Streets Planning & Design Project

Dear Mr. Dodson:

LAGE Design is a certified Disadvantaged Business Enterprise in the State of Nevada.

LAGE Design is partnered with CA Group to provide landscape architecture design services. We commit to performing 1.43% or more of the total dollar value of the negotiated agreement between CA Group and Carson City Public Works depending on the final scope of services.

Sincerely,

Cecilia Schafler, PLA, SITES AP | President
LAGE Design, Inc.
1400 South Virginia Street, Suite B, Reno, NV 89502



Nevada Unified Certification Program

This is to certify that:

Lage Design, Inc.

Is registered as a Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) in the Nevada Unified Certification Program

under the provisions of 49 CFR Part 26,

and is Therefore Recognized This 5th Day of January, 2023.

*Lage Design, Inc. is further recognized and has been verified
as a Women Owned Business (WBE) by the NUCP Member Agencies.*

This certificate supersedes any certification or listing previously issued

Certificate No. NV20344895NUCP





STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** September 10, 2025

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Discussion Only – Discussion and presentation regarding Fiscal Year (“FY”) 2025 transportation activities under the purview of the Transportation Division of Carson City Public Works which may include discussion of grants and grant applications, funding, ongoing capital projects and traffic engineering studies. (Chris Martinovich, Transportation Manager)

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Transportation Division of Carson City Public Works consists of seven full-time employees, including the Transportation Manager, Transportation/Traffic Engineer, Senior Transportation Planner, Transit Coordinator, Grants Analyst, and two Transportation Planner/Analysts. These employees are primarily responsible for transportation policy and projects, including identifying and pursuing competitive funding opportunities, supporting the planning, prioritization, and implementation of capital projects, overseeing transportation-related local and federal funding, and operating the Jump Around Carson (“JAC”) transit system. The Transportation Division has been fully staffed since December 2024. This report highlights some of FY 2025 activities and accomplishments for those primary areas of responsibility.

Grants and Grant Applications:

- Carson Area Metropolitan Planning Organization (“CAMPO”) provided Carson City \$2,478,600 in Surface Transportation Block Grant funds in FY 2025 for use on the District 4 - Curry Street Complete Street Project and District 2 – Little Lane Pavement Project.
- Staff received notice that Carson City was awarded \$6,300,000 in Federal Lands Access Program grant for the Ash Canyon Road and Trailhead Project.

- Staff developed and received approval for a grant from the Nevada Aging and Disability Services Division for \$96,000 to support JAC's Senior Bus Pass Program, providing free year-round transit passes for seniors (age 60+) on JAC fixed-route.
- Staff executed a grant agreement with the Federal Transit Administration ("FTA") for the use of Section 5307 funding in the amount of \$1,875,400 to be used for JAC fixed-route and JAC Assist paratransit services. This grant has a local match requirement that ranges from 20% to 50%.
- The City received \$10,000 in grant funding from the Nevada Office of Traffic Safety for a vulnerable user safety messaging campaign.
- The City applied for a \$1,904,100 Highway Safety Improvement Program grant to the Nevada Department of Transportation for safety projects along College Parkway, Fairview Drive, Saliman Road, and Curry Street.

Activities:

- Staff completed the analysis for options related to roadway funding in Carson City as directed by the Board of Supervisors ("Board"). The effort culminated in the creation of two ballot questions on the November 2024 general election ballot. While both questions failed to pass, a robust discussion occurred about the needs and conditions of Carson City's paved roads. Road conditions continue to decline.
- Staff further enhanced the project prioritization efforts for Carson City and completed project identification and prioritization efforts for projects in Performance District 3. Projects were selected for both regional and local roads.
- The Western Nevada Safe Routes to School program continues to be a successful program in coordinating or attending nearly 50 separate events at schools and locations across Carson City, Lyon County, Douglas County, and Storey County. These events reached an estimated 7,650 people and over 7,000 students across the four counties. Highlights included the Sheriff's Night Out – 2,000 attendees; Boonanza – 1,500 attendees; Cops and Kids Day – 500 attendees; Back to School Bash – 750 attendees; and additional events such as CASA Family Fair, Cinco de Mayo, Public Works Day, and the Mayor's Helmet Giveaways. These efforts are supported by federal grants.
- Staff completed an update to the ADA Transition Plan and published a Story Map on the City's website documenting the ADA needs and completed projects.
- Staff completed an update to the RTC Title VI Plan.
- An update to the Carson City Safe Routes to School Action Plan continues using \$100,000 in federal Safe Streets and Roads for All grant funding.
- Staff is supporting the Carson Colony of the Washoe Tribe by completing the design plans for the eventual reconstruction of the western end of Oneida Street, west of Boyle Street.
- Staff coordinated with NV Energy on the installation of a new streetlight in the median at N. Carson Street and Nye Lane and is currently pursuing installation of another pole-mounted light north on N. Carson Street north of Hot Springs Road.

Funding Summary:

From FY 2020 through FY 2025, the Transportation Division, with support from the RTC, CAMPO, and local utilities, has leveraged just \$10,581.394 in matching funds from limited local funding sources to secure \$45,240,145 in competitive/discretionary state and federal transportation-related funding, for a total of \$55,821,539 in transportation planning activities, transit, and capital construction projects. See Exhibit 1 – Funding Table, for additional details.

Capital Projects Summary:

The ongoing progress of transportation projects is tracked and reported bi-monthly in the Project Status Report, included in the RTC meeting packets. There are currently twenty active transportation projects shown in the Project Status Report as of August 2025. Twenty-five distinct transportation projects were included in the project status reports during FY 2025. The current projects total 14.2 centerline miles of roads, 7.3 miles of pathways, and improvements to American with Disabilities Act infrastructure being either rehabilitated or constructed. The total budgeted investment of all twenty-five projects is \$56,735,000 across all funding sources (local, federal, utilities, redevelopment area, etc.). A total of about \$11,853,000 was budgeted in FY 2025 for new projects, including the nearly \$3 million in American Rescue Plan Act funding for local road improvements. The total estimated expenditures on all projects in FY 2025 through June 30 are \$5,376,000. For additional information on active and future projects, see Exhibit 2 - FY 2025-2027 Transportation Projects map.

The City collects pro-rata and development contributions for transportation improvement projects. Currently, there are five projects collecting pro-rata contributions, including:

- Appion Way Traffic Signal and Intersection Improvement Project
- Ormsby Blvd Connector Project
- N. Lompa Multi-Use Path Project
- Intersection improvements at N. Carson Street / Silver Oak Drive
- Intersection improvements at Saliman Road and Robinson Street

The City received no development contributions for these projects in FY 2025; however, the City is continuing to identify and collect development contributions for these specific projects.

Traffic Engineering Studies:

In FY 2025, two speed studies and five stop warrant studies were completed. Details on the tangible results of the engineering studies are below:

Speed Studies = 2

- Little Lane – Reviewed posted speed with road context and surrounding street speeds. Recommend a change to 30 mph with the District 2 - Little Lane project.
- Robinson Street – Installed new flashing beacons for the school zone and increased the speed limit from 15 to 30 mph.

Stop Warrant Studies = 5

- Center Drive & Arthur Street – No change
- Division Street & King Street – No change

- Division Street & William Street – No change
- Desatoya Drive & Airport Road – No change
- Clearview Drive & Voltaire Street – Installed STOP signs on Voltaire Street

Applicable Statute, Code, Policy, Rule or Regulation

N/A

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):

[5D_RTC_Exhibit 1 - Funding Table.pdf](#)

[5D_RTC_Exhibit 2 - 2025-2026 Transportation Projects-2.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

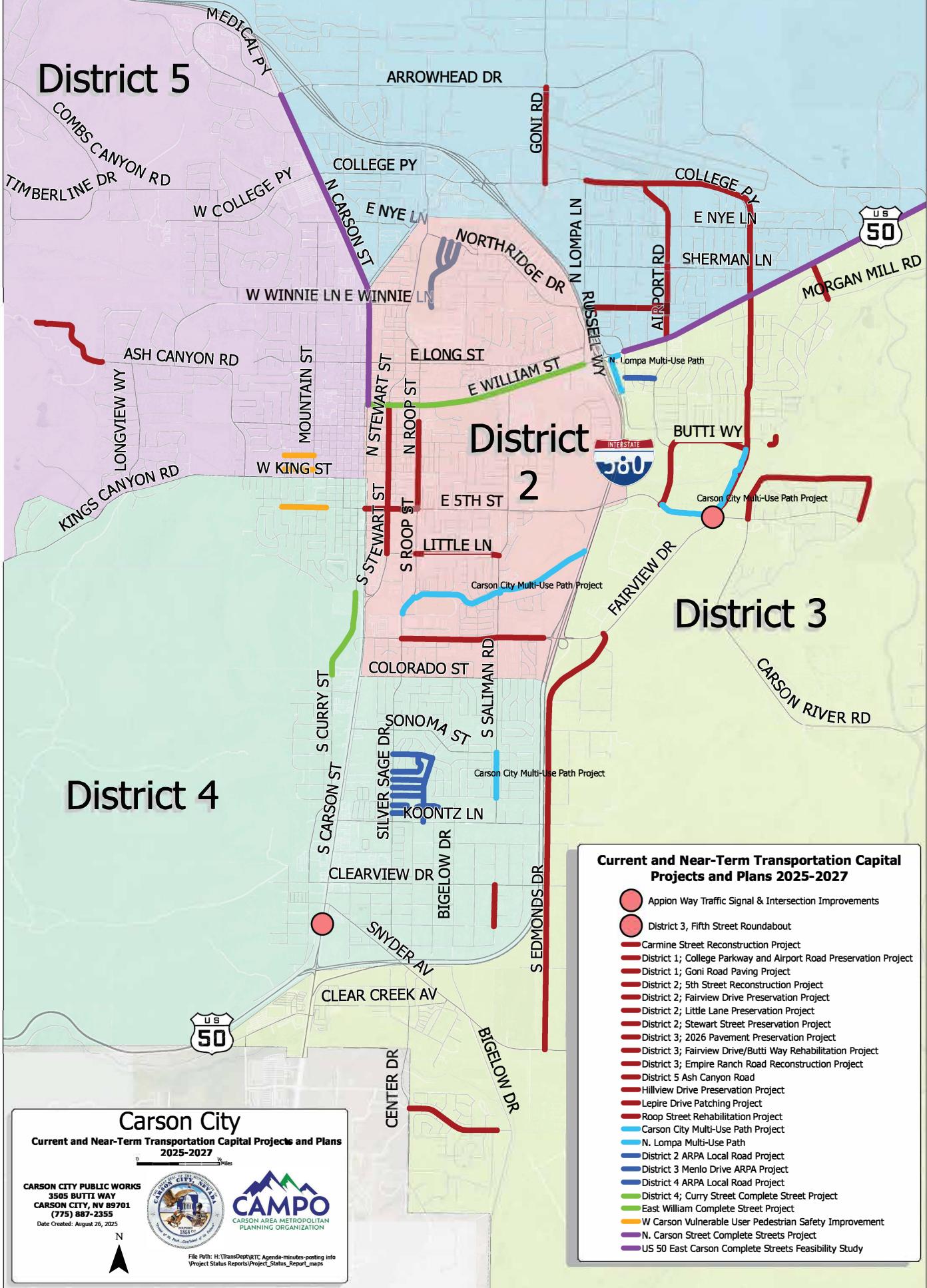
(Vote Recorded By)

FY 2020 – FY 2025 Secured Competitive/Discretionary Grant Funding for Transportation Planning and Construction

	Federal/State Grant Funding	Local Funding/Match	Total Grant Funded Projects
RTC/Local Utilities	\$38,624,633	\$8,605,289	\$47,229,922
CAMPO	\$1,095,211	\$9,000	\$1,104,211
Transit	\$5,520,301	\$1,967,104	\$7,487,405
TOTAL	\$45,240,145	\$10,581,394	\$55,821,539
Local Match %	19.0%		

District 1

District 5





STAFF REPORT

Report To:

Meeting Date: September 10, 2025

Staff Contact:

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

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

Report To:

Meeting Date: September 10, 2025

Staff Contact:

Agenda Title: July Street Operations and Control Systems Reports (Chris Martinovich, Transportation Manager)

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

6B_RTC_Exhibit 1 - July Street Operations Report.pdf

6B_RTC_Exhibit 2 - Traffic-Transportation Control Systems Report - July.pdf

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: September 10, 2025
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: August 1, 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 July 2025

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	145	145
Pot Holes Repaired	26	26

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	78	78
Tree Removal	9	9
Tree Replacement	1	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	814	814

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	49.5	50
Curb & Gutter (linear feet)	445	445
Sidewalk & Flat Work (sq/ft)	1,696	1,696
ADA Ramps	1	1
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	0
Shoulder Work on Asphalt Roads (feet)	925	925
Debris Cleaned	0	0

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	26	26
Lineal foot of ditch cleared	675	675
Pipe HydroFlushed (linear feet)	0	0

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD

Curb Miles Swept	462.5	463
Material Picked Up (yards)	213	213
City Parking Lots Swept	0	0

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	51	51
Bins Hauled for Sweeping Operation (yards)	41	41
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	5	5
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	23	23
Signs Replaced	18	18
Sign Post Replaced	7	7
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	44	44
Cross Walks Painted	70	70
Stop Bars Painted	51	51
Yield Bars Painted	36	36
Right Arrows Painted	12	12
Left Arrows Painted	15	15
Straight Arrows Painted	5	5
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	15	15
Curb Painted (linear feet)	0	0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	0
Material removed from S/D system	0	0
Wind	0	0



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date:	September 10, 2025
Date Prepared:	August 1, 2025
Reporting Period:	July, 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	120	120
Total Work Orders Completed	90	90
Total Open Work Orders	187	NA

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	73	73
Unplanned and Repair Work Orders	17	17

Completed Work Orders by County

ACTIVITIES	QUANTITIES	Percent
Douglas County	23	26%
Lyon County	4	4%
Storey County	0	0%
Carson City	63	70%
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:

Meeting Date: September 10, 2025

Staff Contact:

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

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[6C_RTC_Exhibit 1 - Transportation and Streets Revenue Accounts - August.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	4,070,100
Total Year Gallons	45,191,290	45,797,897	45,121,761	47,080,993
Gasoline Revenues ⁴				
Fuel Tax Revenue County Option 9¢ - NRS 373 (RTC)	\$ 3,984,482	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	\$ 1,878,929	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138
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	1,007,602
Total Year Gallons	12,647,915	11,678,719	11,511,351	11,045,934
Diesel 5 cent Tax Revenue¹	\$ 517,403	\$ 661,577	\$ 568,664	\$ 454,079
NRS 373.083.5 (% to NDOT)	\$ (10,111)	\$ (99,231)	\$ (56,405)	
Final - Diesel Revenue	\$ 507,293	\$ 562,345	\$ 512,259	\$ 454,079
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