

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

Day: Wednesday
Date: January 14, 2026
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@carsoncity.gov. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

- 1. Call to Order - 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 - December 10, 2025**
 - 4.A Minutes for December 10, 2025
[Click Here for Staff Report](#)
- 5. Public Meeting Item(s):**
 - 5.A For Possible Action – Discussion and possible action regarding the nomination and election of a Chairperson and Vice-Chairperson for the Carson City Regional

Transportation Commission (“RTC”), with terms expiring at the first regular meeting of the RTC in 2027. (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

5.B For Possible Action – Discussion and possible action regarding the submission of two Surface Transportation Block Grant (“STBG”) applications to the Carson Area Metropolitan Planning Organization (“CAMPO”) for (1) \$901,100 for the District 3 - Fairview Drive Preservation Project (“Fairview Project”) with a 5 percent required local match of \$47,427; and (2) \$325,000 for the Curry Street Complete Streets Project (“Curry Project”) with a required 5 percent local match of \$17,106. (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

5.C For Possible Action – Discussion and possible action regarding: (1) a determination that Sierra Nevada Construction, Inc., (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 26300228 (“Contract”) for the District 1 - Airport Road & E. College Parkway Pavement Rehabilitation Project (“Project”) to SNC for a total amount of \$ 2,284,007 which includes a base bid of \$2,187,037, and bid alternative 1 of \$96,970; and (2) authorization for the Public Works Director to approve a 8 percent contingency amount of \$182,720 for a total not-to-exceed amount of \$2,466,727. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

5.D For Possible Action – Discussion and possible action regarding: (1) Amendment 1 (“Amendment”) to Interlocal Contract CETS # 28673 (“Contract”) between the State of Nevada acting by and through the Department of Health and Human Services, Division of Health Care Financing and Policy (“DHCFP”), now titled the Nevada Health Authority Division of Nevada Medicaid (“NHA”), and the Carson City Regional Transportation Commission (“RTC”), with the Amendment changing identification of DHCFP to NHA and increasing the Contract amount by \$70,814.60 for a revised not to exceed Contract amount of \$122,536.10; and (2) authorization for the Transportation Manager to sign the Amendment and future extensions of time and/or changes in funding amounts not exceeding 10 percent of the present amount. (Marcus Myers, Transit Coordinator)

[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 November 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@carsoncity.gov, 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@carsoncity.gov, or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

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

This agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

www.carsoncity.gov/agendas

<https://notice.nv.gov>



STAFF REPORT

Report To:

Meeting Date: January 14, 2026

Staff Contact:

Agenda Title: Minutes for December 10, 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):

[12-10-2025 Minutes \(RTC\).pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the December 10, 2025 Meeting

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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 December 10, 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
Rick Cooley, Deputy Public Works Director
Chris Martinovich, Transportation Manager
Lucas Burr, Deputy District Attorney
Kelly Norman, Senior Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Casey Sylvester, Transportation/Traffic Engineer
Jared Cragun, Transportation Planner/Analyst
Marcus Myers, Transit Coordinator
Briana Munoz, Senior 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)

(5:12:55) – Chairperson Bagwell called the meeting to order at 5:12 p.m.

2. ROLL CALL

(5:13:05) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:13:12) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – NOVEMBER 12, 2025

(5:13:17) – Chairperson Bagwell introduced the item and entertained corrections and/or a motion.

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(5:13:25) – MOTION: Vice Chair Schuette moved to approve the minutes of the November 12, 2025, RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.

5. PUBLIC MEETING ITEM(S):

5.A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING: (1) A DETERMINATION THAT SIERRA NEVADA CONSTRUCTION ("SNC") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 26300143 ("CONTRACT") FOR THE DISTRICT 2 - STEWART STREET PRESERVATION PROJECT ("STEWART PROJECT") AND THE DISTRICT 2 - FAIRVIEW DRIVE PRESERVATION PROJECT ("FAIRVIEW PROJECT") TO SNC FOR A TOTAL AMOUNT OF \$1,184,007; AND (2) AUTHORIZATION FOR THE PUBLIC WORKS DIRECTOR TO APPROVE A 7 PERCENT CONTINGENCY AMOUNT OF \$82,880 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,266,887.

(5:13:57) – Chairperson Bagwell introduced the item. Transportation and Traffic Engineer Casey Sylvester referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Mr. Sylvester reported that the District 2 Stewart Street Preservation Project and the District 2 Fairview Drive Preservation Project came in over budget due to inflation, noting that the deficit would be covered using funds from the District 1 Goni Road project, which would be replenished during this year's budget augmentation.

(5:15:10) – MOTION: Commissioner Dodson moved to award the Contract as presented and to authorize the Public Works Director to approve expenditure of the contingency, if needed. Commissioner Maloney seconded the motion. The motion carried 5-0-0.

5.B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDATIONS AND POTENTIAL APPROVAL OF THE PROPOSED CARSON CITY SAFE ROUTES TO SCHOOL ACTION PLAN ("PLAN"), WHICH INCLUDES UPDATING THE CURRENT CARSON CITY SAFE ROUTES TO SCHOOL MASTER PLAN TO INCLUDE ADDITIONAL SCHOOLS, REVISING THE RECOMMENDED LISTING OF PROJECTS, ENSURING COMPLIANCE WITH FEDERAL SAFETY ACTION PLAN REQUIREMENTS, AND VARIOUS OTHER REVISIONS.

(5:15:33) – Chair Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement pertaining to agenda item 5.B, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action.

(5:16:48) – Transportation Manager Chris Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Mr. Martinovich explained that the item updated the existing Safe Routes to School Master Plan into a Safe Routes

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to School Action Plan to meet federal requirements for safety funding through the Safe Streets and Roads for All and Highway Safety Improvement Plan, noting the plan was largely consistent with the previous master plan and funded by a Federal Highway Administration grant with support from Alta Planning + Design Inc. He stated that the updated plan maintained all elementary and middle schools, Carson High School, the Silver Campus, and the Stewart Head Start School. Mr. Martinovich described the plan's programmatic projects and outlined infrastructure projects organized into Tier 1 quick-win projects, Tier 2 more complex and higher-cost projects, and Tier 3 aspirational, largely grant-funded projects. He noted progress on many projects from the prior plan and explained how projects move through from regional transportation planning and funding. Mr. Martinovich emphasized that the update ensured continued eligibility for federal safety funds.

(5:22:13) – Chair Bagwell cautioned against the proposed Walk/Ride Punch Card program's use of QR codes, noting concerns that it could unintentionally encourage students to use cell phones while biking or traveling. She sought clarification on the proposed increase in crossing guard support, questioning whether current training was consistent and who was responsible for providing standardized training. Mr. Martinovich stated that crossing guards were not under the Safe Routes to School or RTC's direct jurisdiction and that the program did not provide formal training, but provided safety equipment such as reflective gear and signage. He noted uncertainty around current Carson City School District training practices and recommended further coordination with the School District and Sheriff's Office Traffic Unit to better understand training needs. Chair Bagwell supported expanding the program but requested collaboration with the School District and the Sheriff's Office to establish consistent training and best practices.

(5:26:56) – Vice Chair Schuette emphasized the importance of involving parents and empowering families through route maps and safety assemblies. She agreed with Chair Bagwell on the potential for punch cards to encourage cell phone use while traveling. Vice Chair Schuette expressed support for parent surveys as it encouraged walking and biking. She suggested asking parents for safety concerns that could be addressed and help them feel comfortable with biking and riding.

(5:29:54) – Commissioner Dodson shared concerns regarding funding, project timing, and potential conflicts with other infrastructure priorities such as pavement, drainage, or bike paths. He noted that costs could expand unexpectedly and mentioned the lack of a dedicated funding source for implementing all recommendations. Chair Bagwell agreed that the report was feasible but noted the absence of specific funding.

(5:33:33) – Commissioner Maloney expressed appreciation for the new format of the Safe Routes to School Action Plan, noting that it was more implementable. She pointed out that Carson Montessori Elementary, a public school, was missing and should be included in future updates. Mr. Martinovich explained that Carson Montessori was excluded due to its current location challenges and its potential move. Chair Bagwell recommended including Carson Montessori in the next update once its situation was resolved.

(5:35:48) – Commissioner Novak praised the report and recommended having the next Safe Routes to School Coordinator read it. He emphasized funding constraints and limited safety issues at schools. Commissioner Novak suggested considering younger drivers in the next plan.

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(5:39:04) – MOTION: Commissioner Novak moved to approve the plan as discussed on the record. Commissioner Maloney seconded the motion. The motion carried 5-0-0.

5.C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) ACCEPTANCE OF THE JUMP AROUND CARSON (“JAC”) FISCAL YEAR (“FY”) 2024 & 2025 MONITORING REPORT (“REPORT”), AND (2) POTENTIAL RECOMMENDATIONS FOR THE JAC TRANSIT DEVELOPMENT AND COORDINATED HUMAN SERVICES PLAN (“TDCHSP”) WHICH MAY INCLUDE DISCUSSION ON TRANSIT OPERATIONS, SERVICE AREA, FUNDING, AND OTHER MATTERS RELATED TO THE JAC TRANSIT SYSTEM.

(5:39:31) – Chair Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement pertaining to agenda item 5.C, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action.

(5:40:52) – Transit Coordinator Marcus Myers referenced the Staff Report and the Jump Around Carson (JAC) Transit Report and Coordinated Human Services Plan Update presentation, both of which are incorporated into the record. Mr. Myers reviewed JAC’s ridership trends and operations over the past few years, highlighting a drop after fares were reintroduced post-COVID, steady growth in medical trips through JAC Assist, and overall efficiency with rising Medicaid reimbursements and pending grant funds supporting future operations. He reported that JAC’s current transit planning focuses on improving service, connectivity, accessibility, and information for riders through different strategies, while remaining cost-conscious and seeking public input.

(5:59:34) – Chair Bagwell emphasized the importance of reliable headways to drive ridership, stating that transit is most effective when riders can trust buses to arrive on time for work, medical appointments, and essential trips. She expressed concerns about investing additional funds without a clear return on investment in the form of increased ridership and reduced vehicle traffic. Chair Bagwell questioned whether extending fixed routes would disproportionately increase JAC Assist services.

(6:03:41) – Commissioner Maloney asked whether fixed route service operations had changed between 2024 and 2025 and Mr. Myers confirmed that it had not. Commissioner Maloney questioned the reduction in revenue hours and Mr. Myers explained that reduction resulted from fewer operating days, paratransit efficiency changes, and Route 2B service disruptions due to staffing issues.

(6:05:22) – Commissioner Maloney requested consistent accounting of vehicle revenue hours and clarification on whether significant disruptions caused the reduction. Mr. Martinovich confirmed that reduced hours reflected services not provided, largely due to Route 2B driver and bus issues. Mr. Martinovich stated that driver stability had improved and asked for guidance from the Board on service priorities.

(6:08:08) – Commissioner Maloney suggested focusing on the missing 8 percent of revenue hours. She shared a request from a member of the public on intercity bus return timing from Reno.

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Commissioner Maloney expressed concerns with the 100 percent spare bus ratio, noting that it was very high.

(6:09:45) – Commissioner Novak clarified that service expansion outside Carson City required cost-sharing and discussed unused Federal Transit Administration (FTA) funds. He voiced support for the potential four routes with one-hour headways, noting that it was critical for increased ridership. Mr. Myers confirmed all proposed routes would maintain one-hour headways and Route 2B would be repurposed without increasing total routes. Commissioner Novak suggested social media outreach, such as creating a TikTok, to educate riders on how to ride the bus and JAC.

(6:12:07) – Chair Bagwell shared concerns with the tradeoffs between transit funding and other City needs. She requested data on highest-use routes and peak ridership times. Mr. Myers stated that Route 3 likely had the highest ridership, with Routes 2A and 2B combined also significant.

(6:15:27) – Mr. Martinovich clarified that the route maps shown were not formal recommendations and were intended to gather Board input for long-range planning.

(6:16:42) – Chair Bagwell suggested tying bus stop expansions to interlocal funding agreements to offset costs.

(6:18:00) – Vice Chair Schuette voiced her support for shorter turnaround times, noting the value of providing reliable access to work, medical appointments, errands, and social gatherings.

(6:19:45) – Commissioner Maloney questioned whether a proposed loop was driven by past FTA-funded sidewalk investments for ridership demand. Mr. Myers cited high ridership in the Woodside area as the reason for maintaining the loop. Mr. Martinovich explained challenges of serving Highway 50 due to a lack of infrastructure, coordination with the Nevada Department of Transportation (NDOT), and funding challenges.

(6:22:45) – Commissioner Novak asked about plans to route services past JAC headquarters on Butti Way. Mr. Martinovich stated that serving Butti Way was a goal but required further timing analysis.

(6:24:35) – Mr. Martinovich requested guidance to ensure recommendations aligned with the Regional Transportation Plan (RTP).

(6:25:22) – Chair Bagwell noted difficulty prioritizing transit within broader regional transportation funding decisions. Vice Chair Schuette noted opportunities for inter-county coordination and flexible funding, particularly with Lyon County. Chair Bagwell agreed and supported pursuing new funding opportunities.

(6:28:44) – Mr. Martinovich clarified that staff sought guidance on which transit recommendations to advance into the RTP and requested direction on operational efficiency elements and guidelines.

(6:31:28) – Vice Chair Schuette supported maintaining the current span of service to enable future coordination with other counties, noting that it provided an effective framework to build on.

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(6:31:52) – Commissioner Novak cautioned against eliminating Saturday services if enough riders utilize the service.

(6:32:12) – Chair Bagwell supported keeping options B through D only if fiscally constrained and favored expansions only with external funding matches.

(6:34:00) – Commissioner Maloney encouraged staff to look into the potential reallocation of the Route 2B funds.

(6:37:16) – Mr. Martinovich noted plans for marketing and outreach efforts. Chair Bagwell suggested coordinating with the local high schools to create a TikTok.

(6:38:39) – Mr. Martinovich stated that the RTP did not show JAC as fiscally constrained through 2050, noting that it would require further discussion.

(6:39:50) – MOTION: Commissioner Maloney moved to accept the report and proceed with the recommendations for the Transit Development and Coordinated Human Services Plan, as discussed on the record. Vice Chair Schuette seconded the motion. The motion carried 5-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER'S REPORT

(6:40:29) – Mr. Martinovich reported on AB 6 from the special legislative session, dealing with school zones, noting that the bill was reviewed by staff. He added that he was working with Government Affairs Liaison Cameron Gresh to consider the impacts on the City and school zones. Mr. Martinovich reported that the bill related to consistent signage in school zones, which Carson City has achieved. He noted that the school zone signage was generally consistent with school operating hours. Mr. Martinovich reported on potential updates to the speed limit policy to ensure the City is consistent with U-turns, passing, and timing elements. He shared plans to amend the V&T plan of expenditures, which would be brought to the Board of Supervisors as a recommendation for a new project to allocate funds to local roads. He added that the RTC would be tasked with identifying local roads for funding.

6-B STREET OPERATIONS AND CONTROL SYSTEMS REPORTS

(6:43:09) – Mr. Martinovich noted that there were no issues to report and entertained questions from Commissioners.

(6:43:24) – In response to Commissioner Novak's question regarding Storey County's traffic signals, Public Works Director Darren Schulz explained that Storey County had previously sought more control over the maintenance of its signals and created an agreement with Carson City while concurrently hiring a third-party contractor to conduct maintenance, with the City available for support as needed. Mr. Schulz stated that an ample amount of time had passed without the City assisting, adding that the contract with Storey County would likely be cancelled.

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6-C OTHER COMMENTS AND REPORTS

(6:44:42) – Chair Bagwell entertained comments, questions, or reports from Commissioners.

(6:45:21) – In response to Commissioner Novak’s question regarding sales tax revenue, Chair Bagwell explained that the State implemented a new computer system software package, noting that the City was holding sales tax discussions with all counties and saw large fluctuations in revenue. She added that it would be difficult to conduct month to month comparisons due to the variations and that the National Association of Counties (NACO) would consider an audit.

(6:47:26) – Chair Bagwell asked if there were any unanticipated issues on any of the projects and Mr. Sylvester noted that there weren’t any major issues at this time.

(6:48:01) – Commissioner Dodson asked why staff was coordinating with NDOT for a notice to proceed on the Little Lane rehabilitation project and Mr. Sylvester explained that Surface Transportation Block Grant (STBG) funds were added midway through the project, requiring NDOT reviews. Mr. Sylvester added that the project is currently in 100 percent plan review with NDOT and once the notice to proceed was received, the project could be advertised.

7. PUBLIC COMMENT

(6:49:32) – Chair Bagwell entertained final public comments. Mark Costa, a Carson City resident, commented on the importance of tying plans together under an overarching plan. Mr. Costa stated that the RTP would be a good place to begin and encouraged prioritizing goals so individual plans align with overall objectives, including transit, bicycle, and pedestrian planning.

(6:52:39) – Chair Bagwell thanked Commissioner Dodson for his service and work on the RTC. Commissioner Dodson expressed gratitude for his time on the Commission, commenting on the positive growth that had taken place while serving.

8. FOR POSSIBLE ACTION: TO ADJOURN

(6:53:45) – Chairperson Bagwell adjourned the meeting at 6:53 p.m.

The Minutes of the December 10, 2025, Carson City Regional Transportation Commission meeting are so approved on this 14th day of January, 2026.



STAFF REPORT

Report To:	Regional Transportation Commission	Meeting Date:	January 14, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action – Discussion and possible action regarding the nomination and election of a Chairperson and Vice-Chairperson for the Carson City Regional Transportation Commission (“RTC”), with terms expiring at the first regular meeting of the RTC in 2027. (Chris Martinovich, Transportation Manager)		
Agenda Action:	Formal Action / Motion	Time Requested:	5 minutes

Proposed Motion

To Appoint New Chairperson:

I move to appoint _____ as Chairperson for a one-year term expiring at the first regular meeting of the RTC in 2027.

To Appoint New Vice-Chairperson:

I move to appoint _____ as Vice-Chairperson for a one-year term expiring at the first regular meeting of the RTC in 2027.

Board's Strategic Goal

N/A

Previous Action

January 8, 2025 (Item 5.A) – The RTC elected commissioner Lori Bagwell and commissioner Lisa Schuette to serve as its Chairperson and Vice-Chairperson, respectively, for terms expiring at the first regular meeting of the RTC in 2027.

Background/Issues & Analysis

The RTC will consider the nomination and election of a Chairperson and Vice-Chairperson to serve a term commencing immediately upon election and expiring at the first regular meeting of the RTC in 2027. The members of the governing body shall nominate and elect the Chairperson and Vice-Chairperson.

Per NRS 277A.180 and CCMC 11.20.030, the RTC must be composed of representatives selected by the Carson City Board of Supervisors as follows:

- Two members of the Board of Supervisors, one of whom must be designated by the RTC to serve as Chairperson of the Commission.

- Three representatives of the City at large.

Though the Chairperson must be a member of the Board of Supervisors, any RTC Commissioner may serve as the Vice-Chairperson. Terms of the newly elected Chairperson and Vice-Chairperson will be effective immediately and expire at the first regular meeting of the RTC in 2027.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.180; CCMC 11.20.030

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

Report To:	Regional Transportation Commission	Meeting Date:	January 14, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action – Discussion and possible action regarding the submission of two Surface Transportation Block Grant (“STBG”) applications to the Carson Area Metropolitan Planning Organization (“CAMPO”) for (1) \$901,100 for the District 3 - Fairview Drive Preservation Project (“Fairview Project”) with a 5 percent required local match of \$47,427; and (2) \$325,000 for the Curry Street Complete Streets Project (“Curry Project”) with a required 5 percent local match of \$17,106. (Chris Martinovich, Transportation Manager)		
Agenda Action:	Formal Action / Motion	Time Requested:	5 minutes

Proposed Motion

I move to approve the submission of the STBG applications to CAMPO as presented.

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

CAMPO is the recipient of STBG funds through an interlocal agreement with the Nevada Department of Transportation ("NDOT"). CAMPO staff released an STBG call for projects on January 7, 2026. Applications may be submitted until February 19, 2026. As described in the call for projects, CAMPO has an estimated \$2.1 million in STBG funding available. Funding comes from increased STBG apportionments approved by Congress, unused STBG apportionments from prior federal fiscal years, and funding released from completed projects. Member agencies can submit projects for CAMPO staff to compile and present to the CAMPO board for evaluation and award. Staff is aware that other agencies may be applying as well.

Staff is seeking approval to submit two applications.

Fairview Project:

The Fairview Project is a regional road preservation project that will repair and resurface Fairview Drive between US 50 and 5th Street. The Fairview Project also includes pedestrian safety improvements at the intersections of College Parkway and Imperial Street; College Parkway and Northgate Drive; College Parkway and Airport Road; Fairview Drive and Desatoya Drive; Fairview Drive and Gordon Street; and Fairview Drive and S Edmonds Drive. The STBG funding will replace most of the local V&T Infrastructure Fund funding, allowing it to be used for other roadway projects,

such as the District 1 - Airport Road & E. College Parkway Pavement Rehabilitation Project, or for other regional and local road projects as needed. The Fairview Project already includes federal Highway Safety Improvement Program (“HSIP”) funding, so the addition of STBG funding will not increase the project’s review or reporting requirements. Funding will be used for construction only.

Curry Project:

The Curry Project will widen and reconstruct the road to include multi-modal connections and provide additional stormwater infrastructure between Rhodes Street and the northern edge of the United States Forest Service parcel, parcel number 00306309. Staff submitted a grant application to NDOT for the use of HSIP funding for the Curry Project. NDOT did not award the requested funding. STBG funding is to be used in lieu of the HSIP funding that was not awarded to the Curry Project.

The two STBG applications are requesting a total of \$1,226,100, which requires a 5 percent local match of \$64,533. Funding for the required local match will come from the V&T Infrastructure Fund, Capital Improvements account for the Fairview Project, and the Regional Transportation Fund, Capital Improvement Account for the Curry Project. Both Projects already contain sufficient matches. If approved, Carson City Staff will complete and submit the STBG applications before the application deadline.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 277A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: For revenues – Regional Transportation Fund, Federal Grants / 2503082-431010, and V&T Infrastructure Fund / 2533082-431010.

For expenses, Regional Transportation Fund, Capital Projects account / 2503035-507010, and V&T Infrastructure Fund, Capital Improvements account / 2535005-507010.

Is it currently budgeted? No

Explanation of Fiscal Impact: The Federal share of Program costs may not exceed 95 percent with a 5 percent minimum local match. If approved, the following will occur:

Curry Project #P303525007: If awarded the STBG funding, the Curry Project will receive \$325,000 in additional STBG funds. STBG funding requires a 5 percent local match, which equates to \$17,106 in local funding to be provided by the Regional Transportation Fund. There is already sufficient local funding in the budget to cover the required 5 percent local match. The additional STBG funding will be added to the project during the next round of budget augmentations.

Fairview Project #P303526003: If awarded the STBG funding, the Fairview Project will receive \$901,100 in STBG funds, which requires a 5 percent local match of \$47,427. This local match will be paid from the V&T Infrastructure Fund. Staff will revise the budget, increasing the STBG amount and decreasing funding for the V&T Infrastructure Fund. There is already sufficient local funding in the budget to cover the required 5 percent local match. The additional STBG funding will be added to the project during the next round of budget augmentations.

Alternatives

Do not support the submission of the STBG applications and provide other direction to staff.

Attachment(s):

[5B_RTC_Exhibit 1 - CAMPO STBG 2025 Call for Projects Packet and Draft Applications.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CALL FOR PROJECTS: SURFACE TRANSPORTATION BLOCK GRANT FUNDING

Information and Project Submittal Form

The Carson Area Metropolitan Planning Organization (CAMPO) invites partner agencies to submit projects for the allocation of Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) funding for areas with population 50-200k; 23 U.S.C. 133(d)(1)(A)(iii).

Approximately **\$2,180,000** is available to eligible entities for surface transportation projects on the Federal-aid highway system (Attachment A, *Federal-aid Highway System*) within CAMPO's metropolitan planning area. STBG funds are annually allocated to CAMPO and must be programmed within CAMPO's Regional Transportation Plan (RTP) and Transportation Improvement Program (TIP). The funds can be used for a wide range of transportation purposes (Attachment B, *STBG Funding Eligible Uses*). A minimum of five percent (5%) local match is required. Projects must be located in the CAMPO Boundary. Projects that are allocated funding will require a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for obligation of the funds.

Funding is available from closed projects, additional apportionments, and unused funding from prior fiscal years. **Projects must be able to receive a Notice to Proceed from NDOT on or before October 1, 2027**

Eligible projects will be compiled by CAMPO staff and submitted to the CAMPO Board to evaluate, select, and award projects. Partner agencies are encouraged to provide details within their application and attach supporting materials as to whether/how each submitted project will support successful achievement of the Transportation Goals contained within CAMPO's 2050 Regional Transportation Plan, available at www.CarsonAreaMPO.com.

Requests for the allocation of STBG funding are now being accepted. The project submittal form must be submitted electronically by February 19, 2026 for consideration at the March 11, 2026, CAMPO Board Meeting. Action may be taken to

allocate all or a portion of the STBG funding. Any remaining funding will be allocated by the CAMPO Board on an as-needed basis.

Please contact Chris Martinovich, Carson Area Metropolitan Planning Organization Transportation Manager, Ph. 775-283-7367 or email CMartinovich@carsoncity.gov with any questions pertaining to potential projects.

Submit Applications Electronically by 11:59 p.m. on February 19, 2026.

Submit applications electronically to:

Rebecca Bustos, Grant Analyst
Carson Area Metropolitan Planning Organization
E-mail: rbustos@carsoncity.gov

RTP Goals





Evaluation Criteria:

Projects will be evaluated against the following criteria.

1. Application information and completeness.
2. Regional Transportation Project (RTP) Goals (shown in the graphic on page 2) and selection criteria and weighting as outlined in the RTP and as described below.
 - a. Safety: Need for the project and the ability of the project to increase the safety of the transportation system for all users.
 - b. Mobility: Project's ability to ensure efficient and reliable movement of people and goods across modes by providing access to essential destinations and services.
 - c. Preservation: Project's ability to maintain and preserve our region's existing transportation infrastructure.
 - d. Quality of Life: Project's investment in a transportation system that supports the health, livability, and character of the region.
 - e. Adaptability: Project ability to strategically adapt to changing transportation trends and technologies that support the-needs of the region, or its ability to adapt to future projects in the area.
 - f. Prosperity: Project's ability to support economic vitality and growth through strategic transportation investments in critical areas.
3. Project readiness and ability to obligate all or a portion of the funding quickly.
4. Other factors which may include, but are not limited to:
 - a. Local agency and RTP priority
 - b. Amount and availability of matching funding and other local funding
 - c. Regional studies or plans
 - d. Travel demand and connectivity

STBG Funding Project Submittal Form

Project Information	
Project Name	
Organization	
Contact Information (Primary)	Name: Telephone: E-mail:
Project Location (Facility Name & Extent / Address)	
Roadway Functional Classification	
Project Description	

Project Questionnaire		
Is the project in CAMPO's 2050 Regional Transportation Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the project in CAMPO's Transportation Improvement Program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the required 5% Local Match Secured?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<u>Explanation (include source of match):</u>	
Is the project scalable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Explanation:	
Can the project meet the Notice to Proceed Deadline(s) included on page one?		
What is the anticipated project schedule?		

Project Funding Table (to be completed by applicant)

Project Phase	STBG Request	Other Match Funds	Total Cost	Match Ratio
Design	\$ _____	\$ _____	\$ _____	___ %
Right-of-Way	\$ _____	\$ _____	\$ _____	___ %
Construction	\$ _____	\$ _____	\$ _____	___ %
Totals	\$ _____	\$ _____	\$ _____	___ %

****Additional supporting description and budget information may be attached to meet the evaluation criteria.**

Application Submitted By: _____

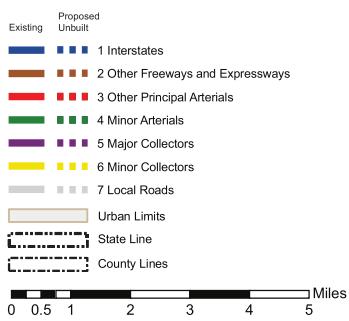
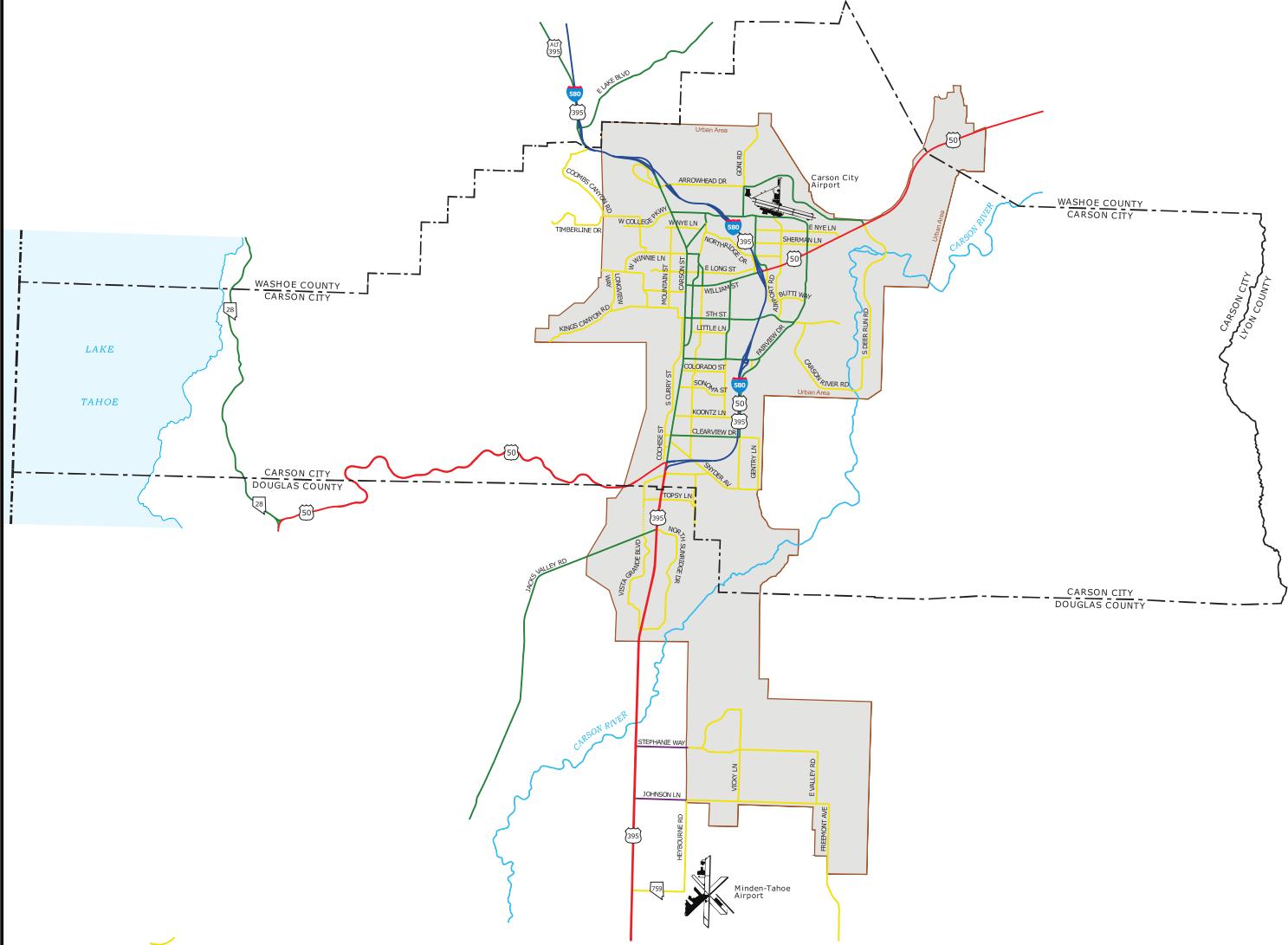
Full Name (Printed)

Title

Signature

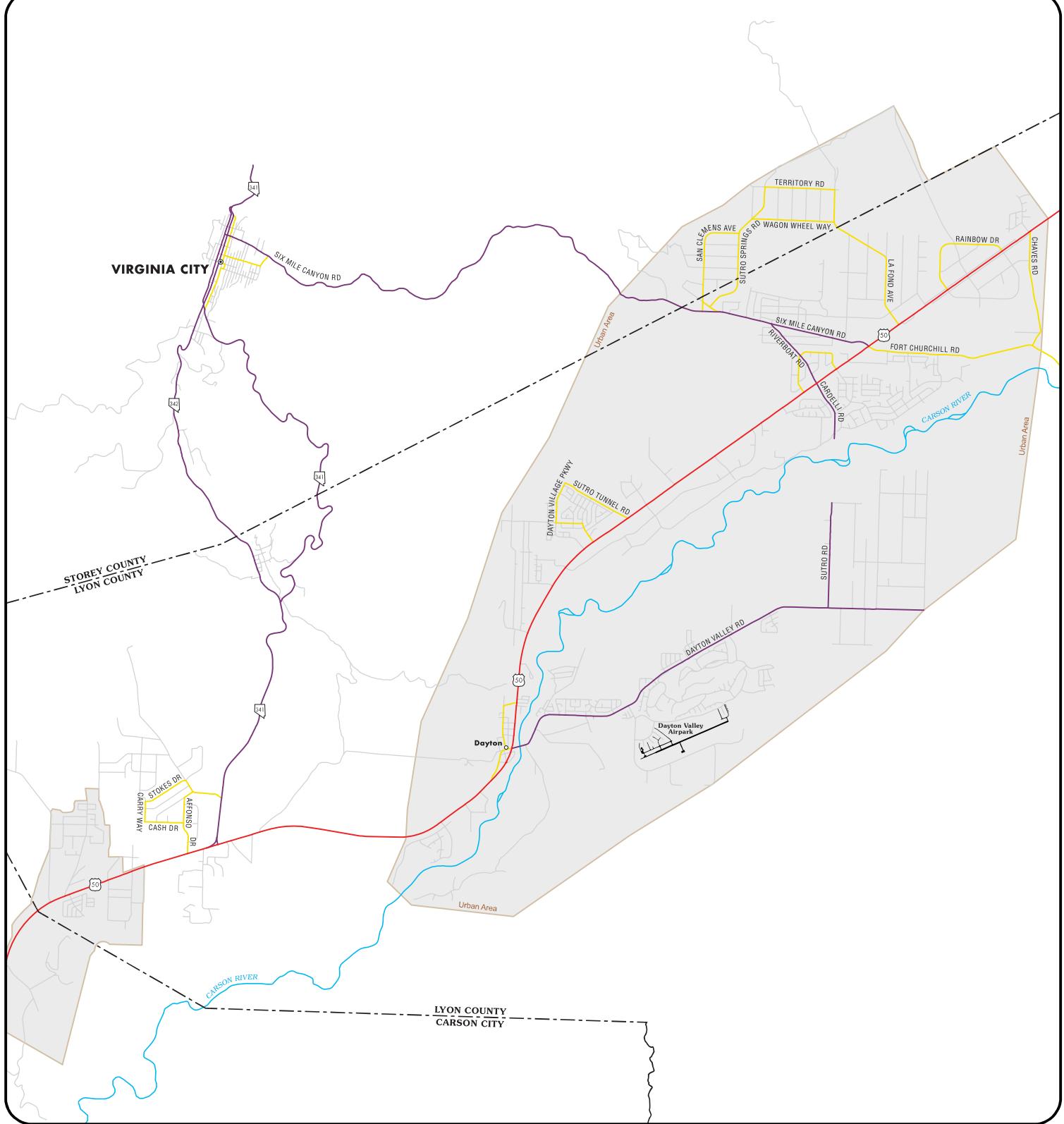
Date

Attachment A - Federal-Aid Functional Classifications



ROADWAY FUNCTIONAL CLASSIFICATION

CARSON CITY, NEVADA



NEVADA
2017

PREPARED BY THE NEVADA DEPARTMENT OF TRANSPORTATION

ROADWAY FUNCTIONAL CLASSIFICATION

DAYTON

LYON COUNTY, NEVADA

Pg. 7

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Surface Transportation Block Grant Funding Eligible Uses

The IIJA's STBG Program continues all prior STBG eligibilities (see in particular 23 U.S.C. 133(b)(22), as amended, which carries forward all pre-FAST Act eligibilities). It also adds the following new eligibilities: [Except as noted, § 11109(a)(1)]

- * Privately-owned, or majority-privately owned, ferry boats and terminal facilities that, as determined by the Secretary, provide a substantial public transportation benefit or otherwise meet the foremost needs of the surface transportation system [23 U.S.C. 133(b)(1)(B)];
- * Wildlife crossing structures, and projects and strategies designed to reduce the number of wildlife-vehicle collisions [23 U.S.C. 133(b)(1)(G); 23 U.S.C. 133(b)(14)];
- * The addition or retrofitting of structures or other measures to eliminate or reduce crashes involving vehicles and wildlife [23 U.S.C. 133(b)(3)];
- * Projects eligible under 23 U.S.C 130 and installation of safety barriers and nets on bridges [23 U.S.C. 133(b)(5)];
- * Maintenance and restoration of existing recreational trails [23 U.S.C. 133(b)(7)];
- * Installation of electric vehicle (EV) charging infrastructure and vehicle-to-grid infrastructure [23 U.S.C. 133(b)(15)];
- * Installation and deployment of current and emerging intelligent transportation technologies [23 U.S.C. 133(b)(16)];
- * Planning and construction of projects that facilitate intermodal connections between emerging transportation technologies, such as magnetic levitation and hyperloop [23 U.S.C. 133(b)(17)];
- * Protective features, including natural infrastructure, to enhance resilience of an eligible transportation facility [23 U.S.C. 133(b)(18)];
- * Measures to protect an eligible transportation facility from cybersecurity threats [23 U.S.C. 133(b)(19)];
- * Conducting value for money analyses or similar comparative analyses of public-private partnerships [§ 11508 (d)(2); 23 U.S.C. 133(b)(21)]
- * [Up to 5% of STBG apportionment] rural barge landing, docks, and waterfront infrastructure in a rural community or Alaska Native village that is off the road system; [§ 11109(a)(7); 23 U.S.C. 133(b)(23) and (j)];
- * Projects to enhance travel and tourism [23 U.S.C. 133(b)(24)];
- * Replacement of low-water crossing with a bridge not on a Federal-aid highway [§ 11109(a)(2)(D); 23 U.S.C. 133(c)(4)];
- * Capital projects for the construction of a bus rapid transit corridor or dedicated bus lane [§ 11130; 23 U.S.C. 142(a)(3)]; and
- * [Up to 15% of STBG apportionment] may be used on otherwise STBG-eligible projects or maintenance activities on roads functionally classified as rural minor collectors or local roads, ice roads, or seasonal roads, may be transferred to the Appalachian Highway System Program or the Denali Access System Program [§ 11109(a)(7); 23 U.S.C. 133(k)].

STBG Funding Project Submittal Form

Project Information	
Project Name	Curry Street Complete Streets Project
Organization	Carson City Public Works
Contact Information (Primary)	Name: Casey Sylvester Telephone: _____ E-mail: csylvester@carsoncity.gov
Project Location (Facility Name & Extent / Address)	Curry Street between Rhodes Street and the USFS parcel, behind the Nevada State Railroad Museum
Roadway Functional Classification	Collector
Project Description	<p>The Curry Street Complete Street Improvement Project aims to widen and reconstruct the road to include bike lanes, provide new pedestrian connections, enhance street lighting, and providing additional stormwater infrastructure crucial for preventing flooding and preserving the natural environment between Rhodes Street and the northern edge of the USFS parcel, APN 00306309.</p> <p>Carson City has received congressionally designated funding and prior STBG funding for the purpose of this project. Carson City was unsuccessful in receiving HSIP funding for the project.</p>

Project Questionnaire		
Is the project in CAMPO's 2050 Regional Transportation Plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the project in CAMPO's Transportation Improvement Program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the required 5% Local Match Secured?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Explanation (include source of match):</u> Local RTC and Stormwater funding		
Is the project scalable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Explanation: The project will continue with or without the funding. Additional local funding will be required if not awarded the funding.	
Can the project meet the Notice to Proceed Deadline(s) included on page one?	Yes	
What is the anticipated project schedule?	Construction in 2027	

Project Funding Table (to be completed by applicant)

Project Phase	STBG Request	Other Match Funds	Total Cost	Match Ratio
Design	\$ 0	\$ _____	\$ _____	___ %
Right-of-Way	\$ 0	\$ _____	\$ _____	___ %
Construction	\$ 325,000	\$ 17,106	\$ 342,106	5 ___ %
Totals	\$ 325,000	\$ 17,106	\$ 342,106	5 ___ %

****Additional supporting description and budget information may be attached to meet the evaluation criteria.**

Application Submitted By: _____

Full Name (Printed)

Title

Signature

Date

STBG Funding Project Submittal Form

Project Information	
Project Name	District 3 - Fairview Drive Preservation Project
Organization	Carson City Public Works
Contact Information (Primary)	Name: Casey Sylvester Telephone: _____ E-mail: csylvester@carsoncity.gov
Project Location (Facility Name & Extent / Address)	Fairview Drive and College Parkway
Roadway Functional Classification	Arterial
Project Description	<p>This project will complete crack repair and patching, and it will resurface the roads with type III modified slurry seal on Fairview Drive in District 3 between 5th Street and US 50.</p> <p>The project also includes pedestrian safety improvements at several intersections including at College Parkway and Imperial St; College Pkwy and Northgate Dr; College Pkwy and Airport Rd; Fairview Dr and Desatoya Dr; Fairview Dr and Gordon St; and Fairview Dr and S Edmonds Dr. Safety improvements will be funded in construction by federal HSIP funds.</p>

Project Questionnaire		
Is the project in CAMPO's 2050 Regional Transportation Plan?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the project in CAMPO's Transportation Improvement Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the required 5% Local Match Secured?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Explanation (include source of match):</u> Local RTC and V&T Funding		
Is the project scalable?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explanation: There is a current agreement with NDOT with a defined scope. A decrease in funding would result in a lesser project scope.		
Can the project meet the Notice to Proceed Deadline(s) included on page one?	Yes	
What is the anticipated project schedule?		

Project Funding Table (to be completed by applicant)

Project Phase	STBG Request	Other Match Funds	Total Cost	Match Ratio
Design	\$ 0	\$ _____	\$ _____	___ %
Right-of-Way	\$ 0	\$ _____	\$ _____	___ %
Construction	\$ 901,100	\$ 47,247	\$ 948,347	5 ___ %
Totals	\$ 901,100	\$ 47,247	\$ 948,347	5 ___ %

**Additional supporting description and budget information may be attached to meet the evaluation criteria.

Application Submitted By: _____

Full Name (Printed)

Title

Signature

Date



STAFF REPORT

Report To:	Regional Transportation Commission	Meeting Date:	January 14, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action – Discussion and possible action regarding: (1) a determination that Sierra Nevada Construction, Inc., ("SNC") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 26300228 ("Contract") for the District 1 - Airport Road & E. College Parkway Pavement Rehabilitation Project ("Project") to SNC for a total amount of \$ 2,284,007 which includes a base bid of \$2,187,037, and bid alternative 1 of \$96,970; and (2) authorization for the Public Works Director to approve a 8 percent contingency amount of \$182,720 for a total not-to-exceed amount of \$2,466,727. (Casey Sylvester, Transportation/Traffic Engineer)		
Agenda Action:	Formal Action / Motion	Time Requested:	5 minutes

Proposed Motion

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

Board's Strategic Goal

N/A

Previous Action

June 14, 2023 (Item 5.A) – The Regional Transportation Commission ("RTC") approved the recommended District 1 projects, which included these projects on Airport Road and on College Parkway.

Background/Issues & Analysis

The Project includes pavement rehabilitation and preservation in Performance District 1, as well as select sidewalk construction, Americans with Disabilities Act ("ADA") improvements, drainage improvements, pavement patching, and surface treatment of Airport Road between US-50 and College Parkway, and College Parkway between Airport Road and US-50. The Contract includes a bid alternative for the replacement and enhancement of barrier rail along southbound Airport Road near the intersection of College Parkway.

This Contract is for all labor, materials, tools, and equipment necessary for improvements, which consist of pavement patching, 3/8-inch chip seal, related signing and striping. The project also includes the construction of missing sidewalk segments on the north side of Airport Road between Harrison Lane and College Parkway, ADA curb ramp upgrades at selected locations along Airport Road consistent

with the ADA Transition Plan, and drainage enhancements to improve roadside conveyance. The engineer's estimate for the Project was \$2,292,294. The bid submitted by SNC is for \$2,284,007. The project has a contingency of 8 percent, or \$182,720, for a total not-to-exceed amount of \$2,466,727. Additional funding for the Contract is being transferred from the District 3 - Fairview Drive Preservation Project. Surface Transportation Block Grant funds are being requested for the District 3 - Fairview Drive Preservation Project to backfill the funding transferred to the Project.

A bid opening was held at 2:30 p.m. on November 25, 2025, via online Cisco Webex bid opening. One bid was received. Present during the bid opening were: representatives from SNC, Amanda Singleton, Matt Bradley and Carol Akers from Carson City.

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

Contractor	Base Bid	Bid Alternative 1	Total
Sierra Nevada Construction	\$ 2,187,037	\$ 96,970	\$ 2,284,007

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338; NRS 277A.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P303524004, Regional Transportation fund, Capital Improvements account 2503035/ 507010; V&T fund, Capital Improvements account 2535005/ 507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the Regional Transportation fund, Capital Improvements account 2503035/507010, with an available budget of \$1,045,992, will be reduced by \$1,010,000; and the V&T fund, Capital Improvements account 2535005/507010, will have an available budget of \$1,464,227 after additional funding has been added, will be reduced by \$1,456,727.

Alternatives

Do not approve the Contract and provide alternative direction to staff

Attachment(s):

[5C_RTC_Exhibit 1 - Contract 263000228.pdf](#)

[5C_RTC_Exhibit 2 - Contract 263000228 Bid Tabulation.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

THIS CONTRACT made and entered into this 14th day of January 2026, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. (hereinafter 26300228, titled D1 Airport Rd & E College Pkwy Pavement Rehabilitation referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 26300228 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <https://www.carsoncity.gov/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 1/2 times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 1/2 time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

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

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

Marc T. Markwell, Secretary/Treasurer
Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420
mmarkwell@snc.biz

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Million Two Hundred Eighty-Four Thousand Seven Dollars and 00/100 (\$2,284,007.00).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY**

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to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

- 15.20.1 *Minimum Limits required:*
- 15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
- 15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as

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required to waive subrogation against City with respect to any loss paid under the policy

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

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

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

25. LOBBYING:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
District Attorney or his or her Authorized Designee

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 26300228
Project# P303524004
Account # 2503035-507010 = \$1,010,000
2535005-507010 = \$1,274,007

By: _____

Dated _____

PROJECT CONTACT PERSON:

Amanda Singleton, Project Manager
Telephone: 775-283-7370

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

CONTRACTOR

BY: Marc T. Markwell

TITLE: Secretary/Treasurer

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002775

NEVADA CONTRACTORS LICENSE #: 0025565

Address: PO Box 507060

Address: P.O. Box 501355

Telephone: 775-355-0420

E-mail Address: mmarkwell@snc.biz

(Signature of Contractor)

DATED

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300228

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of January 14, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300228** and titled **D1 Airport Rd & E College Pkwy Pavement Rehabilitation**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED, this 14th day of January 2026.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this, 14th day of January 2026.

PERFORMANCE BOND

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

Bond #: _____

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 26300228** and titled **D1 Airport Rd & E College Pkwy Pavement Rehabilitation** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 26300228** and titled **D1 Airport Rd & E College Pkwy Pavement Rehabilitation**

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

Printed Name of Principal:

Attest By:

(Signature of Notary)

Subscribed and Sworn before me this

day of

,20____

**CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:**

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 26300228** and titled **D1 Airport Rd & E College Pkwy Pavement Rehabilitation** in accordance
with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor
of the Principal for labor, material, or both, used or reasonably required for use in the
performance of the Contract, labor and material being construed to include that part of water, gas,
power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the
Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every
claimant as herein defined, who has not been paid in full before the expiration of a period of
ninety (90) days after the date on which the last of such claimant's work or labor was done or
performed, or materials were furnished by such claimant, may sue on this bond for the use of
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due
claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or
expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have
given written notice to any two of the following: CONTRACTOR, CITY, or the Surety
above named, within ninety (90) days after such claimant did or performed the last of the
work or labor, or furnished the last of the materials for which said claim is made, stating
with substantial accuracy the amount claimed and the name of the party to whom the
materials were furnished, or for whom the work or labor was done or performed. Such
notice shall be personally served or served by mailing the same by registered mail or
certified mail, postage prepaid, in an envelope addressed to the Principal at any place the
Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was
performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the
construction Contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 26300228 and titled D1 Airport Rd & E College Pkwy Pavement Rehabilitation

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

Appendix A of 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 of 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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.)”

CITY OF CARSON CITY, NEVADA – BID BOND

We the undersigned, **Sierra Nevada Construction, Inc.**, as "Principal", and **Liberty Mutual Insurance Company**, as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of **Five Percent of Total Amount Bid** dollars (\$ **5% of Total Amount Bid**) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

WHEREAS, the Principal has submitted a bid for Bid # 26300228 PWP #CC-2026-071 for Project Title D1 Airport Rd & E College Pkwy Pavement Rehabilitation.

NOW, THEREFORE

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: October 21, 2025

Sierra Nevada Construction, Inc.
Principal

By: Kevin L. Robertson, President
Liberty Mutual Insurance Company
Surety

By: Andrea Cantlon
Andrea Cantlon, Attorney-In-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213779 - 976312

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon, Carey Morgan, Dena VanDeVanter, Julie West, Nicholas D. Rossi, Teri L. Nowak

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of October, 2025.



By:
Renee C. Llewellyn, Assistant Secretary



26300228 Addendum 2

Sierra Nevada Construction, Inc.

Supplier Response

Event Information

Number: 26300228 Addendum 2
Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation
Type: Invitation for Bid
Issue Date: 10/21/2025
Deadline: 11/25/2025 02:00 PM (PT)
Notes: **Title** | D1 Airport Rd & E College Pkwy Pavement Rehabilitation
Project No. | P303524004
PWP No. | CC-2026-071
Engineer's Estimate | \$2,292,294.09
Funding | This project is locally funded.
BABAA | This project is not subject to BABAA requirements.
Type | This project is deemed a horizontal construction project.
Pre-Bid Meeting | This project will not conduct a pre-bid meeting.
DBE | There are no Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement. However, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it shall affirmatively ensure that in regard to any contract entered into, certified DBE/SBE firms shall be afforded full opportunity to submit bids and proposals in response to our invitation and shall not be discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, the City encourages bidders to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.
Summary | This project includes, but is not limited to, chip seal, pavement patching, curb ramp installation, sidewalk

improvements, and restriping on Airport Road between US 50 and [Exhibit A](#) College Parkway, and chip seal, pavement patching, and restriping on College Parkway between Lompa Lane and US 50.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

Email: cakers@carson.org

Sierra Nevada Construction, Inc. Information

Contact: Chief Estimator
 Address: P.O. Box 50760
 Sparks, NV 89435
 Phone: (775) 355-0420
 Fax: (775) 355-0535
 Email: bids@snc.biz
 Web Address: www.snc.biz

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

Kevin L. Robertson

Signature

bids@snc.biz

Email

Submitted at 11/25/2025 10:17:52 AM (PT)

Requested Attachments

03.Vendor_Information_&_UEI_Form

Due with bid submission.

Vendor Information.pdf

04.Bidder_1%_Subcontractor_Info

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

1% Subcontractor Listing.pdf

05.Bidder_5%_Subcontractor_Info

Due with bid submission. *GENERAL CONTRACTOR MUST SELF-LIST*

5% Subcontractor Listing.pdf

06.Bid_Bond_Form

Due with bid submission.

Bid Bond.pdf

08.Conflict_of_Interest_Disclosure_Form

Due with bid submission.

Conflict of Interest Disclosure Form.pdf

09.Certification_of_Authorization_&_Understanding

Due with bid submission.

Certification of Authorization and Understanding.pdf

11.Bidding_Preference_Affidavit

Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.

Bidding Preference Affidavit.pdf

12.Certificate_of_Eligibility_for_License

Due at bid submission if requesting a bidding preference for projects expected to cost more than \$250k.

Certificate of Eligibility.pdf

13.References

Due with bid submission.

References.pdf

Bid Attributes

1 Substitutions & Revisions

No substitution(s) or revision(s) to this Bid Proposal form will be accepted. Carson City will reject bids with any substitution(s), revision(s), or other alteration(s) to this Bid Proposal form.

Acknowledged

Acknowledgement of Addendum/Addenda

Bidder acknowledges receipt of ___ addendum/addenda for this solicitation.

2

License Requirements

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

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

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

Acknowledged

Required Postings & Notices

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

Acknowledged

Vendor Information & UEI

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

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

Acknowledged

References

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

Company Name & Mailing Address

Company Phone & Email

Project Title

Scope of Work & Dates of Performance

Amount of Contract

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

Acknowledged

7

Prevailing Wage & Davis-Bacon

Exhibit A

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

As applicable, all bidders must acknowledge the Davis-Bacon Wage Determinations provided in the documents titled [Ref07.Davis_Bacon_BLDG.pdf](#), [Ref07.Davis_Bacon_Heavy.pdf](#), and/or [Ref07.Davis_Bacon_HWY.pdf](#) as part of this submission. These documents are available on the "Attachments" tab. *Note: Davis-Bacon filenames are succeeded by the General Decision Number and Modification Number. ex: Ref07.Davis_Bacon_HWY_NV20240057(mod5).pdf*

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

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

Acknowledged

8

Apprenticeship Utilization Act Requirements

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

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

Acknowledged

9

Title VI

All bidders must include in all subcontracts the Additional Contract Provisions related to Title VI of the Civil Rights Act of 1964 provided in the document titled [Ref11.Contract_Provisions_TitleVI.pdf](#) for this project. This document is available on the "Attachments" tab.

Acknowledged

10

Bidding Preference & Certificate of Eligibility NRS 338.147

For projects expected to cost more than \$250k, Bidders requesting a preference per NRS 338.147 shall include with their bid a copy of the Contractor's Certificate of Eligibility issued by the Nevada State Contractors Board as proof of compliance to be considered. In addition, Bidders shall include with their bid a [11.Bidding_Preference_Affidavit.pdf](#), available on the "Attachments" tab, to certify requirements will be adhered to, documented, and attained to remain eligible to receive a preference in bidding and remain in compliance with NRS 338.1417 and NRS 338.1389.

Acknowledged

1
1**DBE Goal****Exhibit A**

Bidder acknowledges the established DBE goal of ____% for this project. (Enter the percentage as #.# or 0.0 if there is no set DBE goal.)

If no (0.0%) Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) program goals for this procurement have been set, then in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, we, the Bidder, have ensured that any contract entered into, certified DBE/SBE firms have been afforded full opportunity to submit bids and proposals in response to our invitation and have not been discriminated against on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in consideration for an award. Although there is no contract-specific goal associated, we have made the effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs/SBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.

0

1
2**Execution of Bid Proposal**

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

Bidder Instructions,
Bid Plans/Drawings,
General Conditions,
Special Conditions,
Standard Specifications,
Technical Specifications,
Geotechnical Reports,
Bid Bond,
Proposal Summary,
Contract Award Instructions, and
Any subsequent Addenda to this Solicitation that may be published.

Furthermore, we recognize and understand the terms, conditions, and requirements thereof. If our bid is accepted, we, the Bidder, agree to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged

Bid Lines

1

Package Header

Schedule A: Base Bid Items

Quantity: 1

Total: \$2,187,037.00

Package Items**1.1 Mobilization/Demobilization**

Quantity: 1 UOM: LS Unit Price: \$160,000.00 Total: \$160,000.00

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: \$358,850.99 Total: \$358,850.99

1.3 Stormwater Pollution Prevention

Quantity: 1 UOM: LS Unit Price: \$30,000.00 Total: \$30,000.00

1.4 Removal and Restoration of Existing Site Improvements**Exhibit A**

Quantity: 1 UOM: LS Unit Price: \$40,000.00 Total: \$40,000.00

1.5 Surveying and Record Drawings

Quantity: 1 UOM: LS Unit Price: \$25,000.00 Total: \$25,000.00

1.6 Remove AC Pavement and Base Material

Quantity: 39148 UOM: SF Unit Price: \$8.00 Total: \$313,184.00

1.7 Remove PCC Sidewalk/Curb Ramp/Driveway/Valley Gutter

Quantity: 770 UOM: SF Unit Price: \$14.00 Total: \$10,780.00

1.8 Remove PCC Curb & Gutter

Quantity: 130 UOM: LF Unit Price: \$30.00 Total: \$3,900.00

1.9 Remove Glue Down Curb/Island/Median

Quantity: 1376 UOM: LF Unit Price: \$6.00 Total: \$8,256.00

1.10 Remove Exist Fence

Quantity: 32 UOM: LF Unit Price: \$15.00 Total: \$480.00

1.11 Install 15" RCP

Quantity: 38 UOM: LF Unit Price: \$275.00 Total: \$10,450.00

1.12 Install 15" HDPE

Quantity: 50 UOM: LF Unit Price: \$250.00 Total: \$12,500.00

1.13 Install Type 4-R Catch Basin

Quantity: 1 UOM: EA Unit Price: \$6,500.00 Total: \$6,500.00

1.14 Construct Headwall

Quantity: 2 UOM: EA Unit Price: \$20,000.00 Total: \$40,000.00

1.15 Construct V-Ditch

Quantity: 250 UOM: LF Unit Price: \$35.00 Total: \$8,750.00

1.16 Place Excavatable Slurry

Quantity: 108 UOM: SF Unit Price: \$50.00 Total: \$5,400.00

1.17 Place 4" Riprap over Non-Woven Geotextile Fabric

Quantity: 236 UOM: SF Unit Price: \$15.00 Total: \$3,540.00

1.18 Place Topsoil

Quantity: 923 UOM: SF Unit Price: \$8.00 Total: \$7,384.00

1.19 Adjust Sanitary Sewer Manhole Rim

Quantity: 2 UOM: EA Unit Price: \$3,000.00 Total: \$6,000.00

1.20 Adjust Water Valve Box and Lid to Finish Grade

Quantity: 9 UOM: EA Unit Price: \$2,000.00 Total: \$18,000.00

1.21 Install Fire Hydrant Assembly

Quantity: 1 UOM: EA Unit Price: \$16,000.00 Total: \$16,000.00

1.22 Construct Fire Hydrant Access Pad

Quantity: 1 UOM: EA Unit Price: \$500.00 Total: \$500.00

1.23 Install Survey Monument Handhole**Exhibit A**Quantity: 1 UOM: EA Unit Price: \$2,800.00 Total: \$2,800.00**1.24** Place 3/8" Chip SealQuantity: 691177 UOM: SF Unit Price: \$0.45 Total: \$311,029.65**1.25** Place Fog SealQuantity: 691177 UOM: SF Unit Price: \$0.08 Total: \$55,294.16**1.26** Construct AC Pavement PatchQuantity: 37177 UOM: SF Unit Price: \$10.50 Total: \$390,358.50**1.27** Construct AC Pavement PathQuantity: 344 UOM: SF Unit Price: \$30.00 Total: \$10,320.00**1.28** Install Detectible WarningQuantity: 1 UOM: EA Unit Price: \$1,800.00 Total: \$1,800.00**1.29** Construct PCC Sidewalk Type AQuantity: 2551 UOM: SF Unit Price: \$28.00 Total: \$71,428.00**1.30** Construct Curb RampQuantity: 345 UOM: SF Unit Price: \$65.00 Total: \$22,425.00**1.31** Construct PCC Curb & Gutter Type 1Quantity: 735 UOM: LF Unit Price: \$75.00 Total: \$55,125.00**1.32** Construct Valley Gutter & SpandrelQuantity: 865 UOM: SF Unit Price: \$45.00 Total: \$38,925.00**1.33** Construct Type 1 Driveway ApronQuantity: 282 UOM: SF Unit Price: \$40.00 Total: \$11,280.00**1.34** Construct Type 2 Driveway ApronQuantity: 482 UOM: SF Unit Price: \$38.00 Total: \$18,316.00**1.35** Construct Glue Down CurbQuantity: 377 UOM: LF Unit Price: \$50.00 Total: \$18,850.00**1.36** Construct Ramped Median Curb NoseQuantity: 3 UOM: EA Unit Price: \$1,100.00 Total: \$3,300.00**1.37** Remove & Refinish Brick WallQuantity: 10 UOM: LF Unit Price: \$950.00 Total: \$9,500.00**1.38** Replace Existing Traffic LoopsQuantity: 2 UOM: EA Unit Price: \$1,200.00 Total: \$2,400.00**1.39** Reset Existing MailboxQuantity: 4 UOM: EA Unit Price: \$1,500.00 Total: \$6,000.00**1.40** Relocate Existing Sign & PostQuantity: 11 UOM: EA Unit Price: \$500.00 Total: \$5,500.00**1.41** Remove and Salvage Sign and PostQuantity: 5 UOM: EA Unit Price: \$150.00 Total: \$750.00

1.42 Remove Existing Sign Panel**Exhibit A**Quantity: 2 UOM: EA

Unit Price:

\$75.00

Total:

\$150.00

1.43 Remove Flexible DelineatorQuantity: 4 UOM: EA

Unit Price:

\$50.00

Total:

\$200.00

1.44 Install New Sign on Existing PostQuantity: 3 UOM: EA

Unit Price:

\$300.00

Total:

\$900.00

1.45 Install New Sign & PostQuantity: 9 UOM: EA

Unit Price:

\$750.00

Total:

\$6,750.00

1.46 Install Existing Sign on New PostQuantity: 4 UOM: EA

Unit Price:

\$650.00

Total:

\$2,600.00

1.47 Install Flexible DelineatorQuantity: 9 UOM: EA

Unit Price:

\$250.00

Total:

\$2,250.00

1.48 Paint Turn ArrowQuantity: 61 UOM: EA

Unit Price:

\$55.00

Total:

\$3,355.00

1.49 Paint Merge ArrowQuantity: 2 UOM: EA

Unit Price:

\$175.00

Total:

\$350.00

1.50 Paint Bike Legend w/ ArrowQuantity: 2 UOM: EA

Unit Price:

\$125.00

Total:

\$250.00

1.51 Paint 4" Wide Solid Yellow StripeQuantity: 11945 UOM: LF

Unit Price:

\$0.50

Total:

\$5,972.50

1.52 Paint 4" Wide Broken w/ 4" Wide Solid Yellow Stripe (10x30)Quantity: 3034 UOM: LF

Unit Price:

\$0.75

Total:

\$2,275.50

1.53 Paint Double 4" Wide Solid Yellow StripeQuantity: 5058 UOM: LF

Unit Price:

\$1.35

Total:

\$6,828.30

1.54 Paint 4" Solid White StripeQuantity: 8525 UOM: LF

Unit Price:

\$0.50

Total:

\$4,262.50

1.55 Paint 4" Broken White Stripe (10x30)Quantity: 16386 UOM: LF

Unit Price:

\$0.35

Total:

\$5,735.10

1.56 Paint 6" Solid White StripeQuantity: 1006 UOM: LF

Unit Price:

\$0.75

Total:

\$754.50

1.57 Paint 6" Dotted Stripe (2x6)Quantity: 92 UOM: LF

Unit Price:

\$0.75

Total:

\$69.00

1.58 Paint 8" Wide Solid White StripeQuantity: 3898 UOM: LF

Unit Price:

\$1.35

Total:

\$5,262.30

1.59 Paint Stop BarQuantity: 315 UOM: LF

Unit Price:

\$8.00

Total:

\$2,520.00

1.60 Paint Yield BarQuantity: 256 UOM: LF

Unit Price:

\$8.50

Total:

\$2,176.00

1.61 Paint 24" White Crosswalk

Exhibit A

Quantity: 1500 UOM: LF Unit Price: \$8.00 Total: \$12,000.00**1.62** Paint Curb RedQuantity: 500 UOM: LF Unit Price: \$3.00 Total: \$1,500.00**2****Package Header**

Schedule B: Alternate Bid Item 1

Quantity: 1 Total: \$96,970.00**Package Items****2.1** Remove PCC Curb & GutterQuantity: 158 UOM: LF Unit Price: \$40.00 Total: \$6,320.00**2.2** Remove GuardrailQuantity: 1 UOM: LS Unit Price: \$5,000.00 Total: \$5,000.00**2.3** Construct PCC Barrier RailQuantity: 123 UOM: LF Unit Price: \$600.00 Total: \$73,800.00**2.4** Construct PCC Curb & Gutter Type 1Quantity: 158 UOM: LF Unit Price: \$75.00 Total: \$11,850.00**Response Total: \$2,284,007.00**

BIDDER SUBCONTRACTOR INFORMATION

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

Contract #: 26300228

Contractor: Sierra Nevada Construction, Inc.

Project #(s): P303524004

Address: P.O. Box 50760
Sparks, Nevada 89435Bid Amount: **2,284,007.00**

This information must be submitted by the three (3) lowest bidders **NO LATER THAN TWO (2) HOURS AFTER BID OPENING TIME**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141, the prime contractor must list itself on this list if they are to perform any of the work.

SUBCONTRACTOR NAME & ADDRESS IF FEDERALLY FUNDED, INCLUDE UEI NUMBER	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1.1-1.4, 1.6 (partial), 1.7 - 2.4	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.

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



11/18/2025

Contractor's Signature

Kevin L. Robertson, President

Date

Telephone No. 775-355-0420

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

Contract #: 26300228

Contractor: Sierra Nevada Construction, Inc.

Project #(s): P303524004

Address: P.O. Box 50760
Sparks, Nevada 89435Bid Amount: 2,284,007.00

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

SUBCONTRACTOR NAME & ADDRESS <i>IF FEDERALLY FUNDED, INCLUDE UEI NUMBER</i>	SUBCONTRACTOR PHONE NO.	BID LINE ITEM NO(S).*	NEVADA CONTRACTOR LICENSE # <i>(IF APPLICABLE)</i>	LICENSE LIMIT <i>(IF APPLICABLE)</i>	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Sierra Nevada Construction, Inc. P.O. Box 50760, Sparks, Nevada 89435	775-355-0420	1.1-1.4, 1.6 (partial), 1.7-2.4	25565	Unlimited	All remaining work except those not required to be listed per NRS 338.141.
<u>None</u>					

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

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.



11/18/2025

Contractor's Signature Kevin L. Robertson, President Date

Telephone No. 775-355-0420

Vendor Profile

Vendor Name

Business Name

dba/Fictitious Name

State of Nevada Business License No.

Carson City Business License No.

Federal ID

*Unique Entity Identifier (UEI)

**Attach copy of SAM.gov UEI printout*

Physical Street Address

City, State, ZIP

Mailing Street Address

City, State, ZIP

Telephone Number

Email

Website URL

Contact Person

Contact Title

Contact Phone

Contact Email

Licensing Information

Nevada State Contractor's License No.

License Classification(s)

Date Issued

Limitation(s) of License

Date of Expiration

Name of Licensee

Disclosure of Principals

(1) Individual and/or Partnership

Address

City, State, ZIP

(2) Individual and/or Partnership

Address

City, State, ZIP

(3) Individual and/or Partnership

Address

City, State, ZIP

(4) Individual and/or Partnership

Address

City, State, ZIP

(5) Individual and/or Partnership

Address

City, State, ZIP

(6) Individual and/or Partnership

Address

City, State, ZIP

Awarded Contract Information

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

Company Name

Authorized Name

Title

Direct Email Address

Direct Telephone No.

Mailing Address



STATEMENT OF EXPERIENCE - ASPHALT MAINTENANCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Ace Engineering	2025 Mercury	\$ 2,299,887.20	Double Chip Seal with Fog Seal	09/30/25	Stuart Gusti	909-392-4600	337 N. Vineyard Ave. Ste. 205, Ontario, CA 91764
Regional Transportation Commission	Las Brisas & Los Altos Resurfacing	\$ 4,448,007.00	AC Patch, Micro-Surfacing, Concrete	11/30/24	Jessica Dover	775-335-1831	1105 Terminal Way, Reno, Nevada 89502
Regional Transportation Commission	2024 Preventative Maintenance	\$ 8,361,007.00	AC Patch, Slurry Seal, Crack Seal, Striping	11/26/24	Jessica Dover	775-335-1831	1105 Terminal Way, Reno, Nevada 89502
Humboldt County	2024/2025 Chip/Slurry Seal	\$ 1,951,007.00	Crack Seal, Slurry Seal, Chip Seal	10/15/24	Daniel Ferraro	775-623-6416	50 West Fifth Street, Winnemucca, Nevada 89445
Douglas County	2024 Road Seal	\$ 611,007.00	Chip Seal, Slurry, Striping	08/31/24	Josh Nordloh	775-782-6274	P.O. Box 218, Minden, NV 89423
City of Reno	2023 Reno Preventative Maintenance	\$ 3,234,007.00	AC Patch, Slurry Seal, Concrete, Striping	05/31/24	Kaitlin Redmon	775-334-3307	PO Box 1900, Reno, NV 89505
Nevada Department of Transportation	NDOT #3980 Humboldt Co Chip Seal	\$ 1,254,007.00	AC Patch, Chip Seal, Striping	12/28/23	Sean Cross	775-315-7325	705 E. 4th Street, Winnemucca, NV 89445
Storey County	Electric Avenue Rehabilitation	\$ 4,212,967.70	AC Patch, Slurry Seal, Striping	12/05/23	Jason Wierzbicki	775-847-0958	100 Toll Road, Virginia City, Nevada 89440
Regional Transportation Commission	2023 Preventive Maintenance	\$ 11,374,007.00	AC Patch, Slurry Seal, Crack Seal, Striping	11/20/23	Scott Gibson	775-335-1874	1105 Terminal Way, Reno, Nevada 89502
Marin County	2023 Road Sealant Phase 1	\$ 574,007.00	Slurry Seal, Striping	08/16/23	Bradley Kurz	415-473-6567	3501 Civic Center Dr, Ste 404, San Rafael, CA 94903
APS - City of Sacramento	Sacramento 2022 Resurfacing	\$ 437,007.00	Slurry Seal, Rubber Chip Seal, Fog Seal	11/01/22	Daniel Cruz	209-522-2277	1012 11th Street Suite 1000 Modesto, CA 95354
Nevada Department of Transportation	NDOT #3913 Humboldt Chip & Patch	\$ 2,124,007.00	Chip Seal, AC Patch	09/06/22	Darren Dyk	775-934-8714	1951 Idaho St., Elko, Nevada 89801
Nevada Department of Transportation	NDOT #3902 Lincoln Chip Seal	\$ 3,144,007.00	Chip Seal, AC Patch, Striping	08/27/22	Jennifer Manubay	775-888-7070	1263 S. Stewart Street, Carson City, NV 89712
Town of San Anselmo	2022 Slurry Seal	\$ 402,007.00	Slurry Seal, Micro-Surfacing, Striping	07/13/22	Scott Schneider	415-258-4653	525 San Anselmo Avenue, San Anselmo, CA 94960
City of Rancho Cordova	Rancho Cordova - International Dr Surface Project	\$ 609,006.95	AC Patch, Slurry Seal, Crack Seal, Striping	06/10/22	Victor Ramos	916-851-8948	3303 Luyung Drive, Rancho Cordova, CA 95742
City of Reno	City of Reno - 2021 Reno Preventative Maintenance	\$ 3,074,007.00	Slurry Seal, Chip Seal, AC Patch, Striping	05/27/22	Kaitlin Redmon	775-334-3307	PO Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC - 2021 Preventive Maintenance	\$ 5,761,007.00	Slurry Seal, Chip Seal, AC Patch, Striping	03/10/22	Scott Gibson	775-335-1874	1105 Terminal Way, Reno, Nevada 89502
Washoe County	2021/2022 Slurry Seal	\$ 2,382,518.50	Chip Seal/Slurry Seal	11/02/21	Stephen Hein	775-328-2319	1001 East Ninth Street, Reno, Nevada 89512
Nevada Department of Transportation	NDOT #3879 - Wells CIR/Double Chip	\$ 1,714,007.00	Cold-in-Place, Chip Seal, Striping	10/08/21	John England	775-777-2703	1951 Idaho Street, Elko, NV 89801
Nevada Department of Transportation	NDOT #3853 SR 208/338 Slurry	\$ 1,044,007.00	Micro-Surfacing, Striping	09/24/21	Reid Kaiser	775-337-4700	310 Galletti Way, Sparks, NV 89431
City of Elko	2024 Micro Slurry Seal Project	\$ 881,007.00	Micro-surfacing, Striping	09/10/24	Paul Algerio	775-777-7230	1751 College Avenue, Elko, Nevada 89801
O'Grady Paving - Santa Clara 2021 Rehab	Santa Clara 2021 Rehab	\$ 377,007.00	Slurry Seal	08/11/21	Kyle Kincaid	650-966-1926	2513 Wyandotte Street, Mountain View, CA 94043
City of Fernley	FY 19/20 PMP Maintenance	\$ 594,007.00	Slurry, Striping	06/25/21	Jessica Dover	775-784-9866	595 Silver Lace Boulevard, Fernley, NV 89408
Mono County	Twin Lakes Road Maintenance	\$ 469,007.00	Slurry Seal, Striping	6/23/2021	Kalen Dodd	760-932-5452	P.O. Box 457, Bridgeport, California 93517
Fresno County	2021 Bituminous Seal Coats	\$ 1,264,007.00	Chip Seal	06/16/21	Robert Hendrickson	559-289-8855	2220 Tulare Street, 6th Floor, Fresno, CA 93721
City of Reno	2020 Reno Preventative Maintenance	\$ 3,344,007.00	Slurry Seal, Chip Seal, AC Patch, Striping	05/19/21	Kaitlin Redmon	775-334-3307	PO Box 1900, Reno, NV 89505
Eureka County	2020 Road and Airport Maintenance	\$ 3,414,007.00	Paving/Patching/Slurry Seal	10/05/20	Jeb Rowley	775-237-5372	701 S. Main Street, Eureka, Nevada 89316
Graniterock - Santa Cruz Rail Trail	Santa Cruz Rail Trail	\$ 154,007.00	Slurry Seal	10/01/20	Brian Ashford	831-768-2734	350 Technology Drive, Watsonville, CA 95076
City of Fernley	FY 19/20 PMP Maintenance	\$ 684,007.00	Slurry, Striping	07/02/20	Jessica Dover	775-784-9919	595 Silver Lace Boulevard, Fernley, NV 89408
Carson City	Roop Street Pavement Micro-Surfacing	\$ 234,007.00	Slurry, Patch, Striping	06/26/20	Jeff Freeman	775-636-0802	201 N. Carson Street #2, Carson City, NV 89701
Lyon County	2019 County Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Slurry Seal	11/08/19	Dustin Homan	775-302-7179	34 Lakes Blvd., Dayton, NV 89403
Washoe County	2019-2020 Washoe County Slurry Seal	\$ 2,774,007.00	Chip Seal/Slurry Seal	10/31/19	Megan Sizelove	775-328-2316	1001 E. 9th Street, Reno, Nevada 89512
Nevada Department of Transportation	NDOT #3782 - Humboldt Chip	\$ 4,091,007.00	Chip Seal	10/23/19	Trent Averett	775-653-8070	705 E. 4th Street, Winnemucca, NV 89445
Q&D - Watsonville Airport Crack and Slurry	Runway 9-27 & Taxiways B and C	\$ 138,007.00	Crack, Slurry Seal	10/13/19	Marc Leone	775-786-2677	1050 S. 21st Street, Sparks, NV 89431

Exhibit A

City of Reno	2019 Pavement Maintenance	\$ 3,321,007.00	Slurry Seal	09/30/19	Teri Martinetti	775-225-7287	PO Box 1900, Reno, NV 89505
City of Davis	Slurry Seal	\$ 1,296,007.00	Slurry Seal	07/31/19	Michael Mitchell	530-628-0086	23 Russell Blvd., Davis, CA 95616
City of Hayward	FY19 Pavement Rehab	\$ 191,007.00	Slurry Seal	07/13/19	Brett Kincaid	650-966-1926	O'Grady Paving, 2513 Wyandotte Street, Mountainview
Q&D - Watsonville Airport Crack and Slurry	Runway 2-20 & Taxiways A, C, D and E	\$ 280,825.00	Crack, Slurry Seal	05/20/19	Marc Leone	775-786-2677	1050 S. 21st Street, Sparks, NV 89431
City of Santa Clarita	2017-18 Slurry Seal	\$ 1,888,950.82	Slurry/Micro-Surfacing	01/03/19	Nelson Vasquez	661-670-9823	23920 Valencia Blvd., Santa Clarita, CA 91355
APS - City of Lompoc	Lompoc 2018 Cape Seal	\$ 486,007.00	Micro-Surfacing, Rubber Chip	12/31/18	Lucas Dias	209-522-2277	1012 11th Street Suite 1000 Modesto, CA 95354
City of Clayton	2018 Neighborhood Streets	\$ 784,007.00	Slurry Seal	11/19/18	Scott Alman	925-683-5025	6000 Heritage Trail, Clayton, CA 94517
San Joaquin County	Chip Seal 2017-2018	\$ 2,267,007.00	Chip Seal	10/29/18	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
City of Reno	2018 Preventative Maintenance	\$ 2,894,192.75	Slurry/Micro-Surfacing/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
San Luis Obispo County	2017-18 Surface Treatment Various County Roads	\$ 2,177,607.00	Slurry Seal/Fog Seal	09/14/18	Pete Newell	805-440-6791	County Govt Center, Room 206, SLO, CA 93408
City of Clovis	Rubberized Cape Seal 2018	\$ 824,007.00	Cape Seal	06/25/18	Thomas Cheng	559-324-2374	1033 Fifth Street, Clovis, CA 93612
City of Reno	2017 Reno Surface Treatment Project	\$ 782,007.00	Microsurfacing/Asphalt Patching/Cape Seal	12/01/17	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
Nevada Department of Transportation	NDOT #3685 SR 225 Elko	\$ 856,007.00	Chip Seal/Fog Seal	12/01/17	Regina Pierce	775-777-7768	1951 Idaho Street, Elko, NV 89801
City of Sparks	2018 Street Preventive Maintenance	\$ 439,105.00	Microsurfacing	11/30/17	Bob Schricker	775-353-2273	P.O. Box 857, Sparks, NV 89432-0857
County of San Luis Obispo	2016-17 Surface Treatment Various County Roads	\$ 526,007.00	Slurry/Micro/Fog Seal	11/30/17	Simon Hernandez	805-509-5705	County Govt Center, Room 206, SLO, CA 93408
Lyon County	2017 Pavement Maintenance Project	\$ 857,007.00	Slurry Seal	11/30/17	Brian Harer	775-827-6111	18 Hwy 95A North, Yerington, NV 89447
Washoe County	2017/2018 Roadway & Parking Lot Repairs	\$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Carson City	Carson City Pavement Preservation-Micro-Surfacing	\$ 664,007.00	Slurry/Micro	11/30/17	Rick Cooley	775-887-2133	201 North Carson Street, Carson City, NV 89701
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Nelson Vasquez	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of Sierra	Sierraville Dearwater Airport Slurry Seal and Re-Stripe Runway Project	\$ 86,007.00	Slurry Seal	10/31/17	Bryan Davey	530-289-3201	P.O. Box 98, Downieville, CA 95936
County of San Joaquin	Chip Seal 2016-2017	\$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	\$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
City of Davis	2016 Pavement Rehabilitation	\$ 565,000.00	Slurry Seal	10/01/17	Michael Mitchell	530-757-5686	1717 5th Street, Davis, CA 95616
Nevada Department of Transportation	NDOT #3670 SR 341 FY 16/17 Fiberized Micro Surfacing Pavement Treatment Project	\$ 341,007.00	Scrub Seal	09/30/17	John Angel	775-720-4526	123 W. Nye Lane, Carson City, NV 89706
City of Hanford		\$ 191,007.00	Fiberized Micro	09/30/17	Steve Coodey	559-469-7715	315 N. Douty Street, Hanford, CA 93230
Santa Barbara County	2016-17 Countywide Preventive Maintenance Project	\$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
Regional Transportation Commission	2016 Pavement Maintenance Project	\$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
County of Fresno	Slurry Seals in Various Locations No. 16-14-C	\$ 464,489.50	Slurry Seal	07/31/17	Keith Eckert	559-862-5024	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Chip/Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of Visalia	2016 Reclamite Seal	\$ 976,676.81	Reclamite Seal	10/14/16	Norm Goldstrom	559-713-4186	336 N. Ben Maddox, Visalia, CA 93292
San Joaquin County	Slurry Seal of Local Roads 2015-16	\$ 637,997.90	Slurry Seal	09/23/16	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry Seal	09/15/16	Buri Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
City of Rocklin	2016 High Density Mineral Bond Resurfacing	\$ 695,548.40	High Density Mineral Bond	09/02/16	Zach Bosch	916-625-5511	4081 Alvis Court, Rocklin, CA 95677
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal with Flush Coat	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
City of Santa Clarita	2015-16 Annual Slurry Seal Project	\$ 832,318.05	Slurry Seal / Micro-Surfacing	08/19/16	Nelson Vasquez	661-670-9823	23920 Valencia Blvd., Santa Clarita, CA 91355
City of Brentwood	2016 Preventive Maintenance Program and Trail Pavement Management	\$ 1,142,817.00	Slurry Seal	08/11/16	James Campero	925-516-5158	150 City Park Way, Brentwood, CA 94513
City of Clovis	2016 Rubberized Cape Seal	\$ 844,007.00	Slurry / Rubberized Chip/Cape Seal	06/30/16	Thomas Cheng	559-324-2374	1033 Fifth Street, Clovis, CA 93612
Nevada Department of Transportation	NDOT #3563 Various Counties Chip Seal	\$ 4,958,680.00	Double Chip Seal	10/30/15	Randy Hesterlee	775-289-1703	1263 S. Stewart St, Carson City, NV 89712

Exhibit A

City of Manteca	2015 Pavement Maintenance	\$ 1,833,735.00	Slurry Seal	09/30/15	Matiel Holloway	209-456-8411	1001 W. Center Street, Manteca, CA 95337
Contra Costa County	2015 Contra Costa Cape Seal	\$ 504,278.00	Slurry Seal	09/15/15	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Clovis	Clovis Rubberized Cape Seal	\$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
Gardnerville Ranchos GID	2015-2016 Street Maintenance	\$ 388,367.80	Slurry Seal	08/30/15	Robert Spellberg	775-265-2048	931 Mitch Drive, Gardnerville, NV 89410
County of Fresno	Fresno County Slurry Seal	\$ 477,135.00	Slurry Seal	06/30/15	D'Andra Buchanan	559-696-9789	2220 Tulare Street, 6th Floor, Fresno, CA 93721
Regional Transportation Commission	2014 Preventive Maintenance	\$ 2,322,007.11	Slurry/Micro/Chip Seal	01/01/15	Scott Gibson	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT #3569 Pyramid Hwy Chip	\$ 2,567,569.00	Double Chip Seal	12/31/14	Sam Lompa	775-888-3040	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	2014 Resurfacing Project	\$ 2,208,709.95	Slurry/Micro/Asphalt Rubber Chip Seal	12/19/14	Justin Nartker	916-625-5500	4081 Alvis Court, Rocklin, CA 95677
Contra Costa County	2014 Slurry Seal (Saranap Area)	\$ 407,000.00	Slurry Seal	10/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
Washoe County	2014/2015 Slurry Seal	\$ 1,529,450.00	Slurry/Micro/Chip Seal	10/01/14	Greg Belanchio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
Contra Costa County	2014 Discovery Bay Asphalt Rubber Cape Seal - Subcontractor to American Pavement Systems	\$ 603,000.00	Slurry Seal	08/01/14	Dante Morabe	925-313-2006	255 Glacier Drive, Martinez, CA 94553
City of Brentwood	2014 Pavement Management Project	\$ 534,746.82	Slurry Seal	07/21/14	Anthony Salam	925-516-5168	150 City Park Way, Brentwood, CA 94513
City of Carson	2013 Street Maintenance Program	\$ 686,007.00	Slurry/Micro	10/15/13	John Platt	775-887-2355	201 N. Carson Street #3, Carson City, NV 89701
Town of Mammoth	2013 Micro Surfacing Project	\$ 233,277.73	Slurry/Micro	10/15/13	Ron Fransler	760-934-8989	P.O. Box 1609, Mammoth Lakes, CA 93546
City of Reno	2013 Surface Treatment	\$ 468,007.00	Street Maintenance	10/01/13	Kerrie Koski	775-830-3976	P.O. Box 1900, Reno NV 89505
California Department of Transportation	Caltrans 02-4E9704 Tehama	\$ 1,088,007.00	Slurry/Rubberized Chip Seal	09/30/13	Anthony Granados	530-949-1611	1727 - 30th Street, Sacramento, CA 95816
City of Sparks	2013 Preventative Maintenance Program	\$ 391,004.10	Micro Seal	09/20/13	Brent Quilici	775-671-7013	P.O. Box 857, Sparks, NV 89432-0857
City of Carlin	2013 City of Carlin Street Maintenance	\$ 301,468.65	Rubberized Cape Seal	09/15/13	Carlos Esparza	775-397-5720	810 Oak Street, Carlin, NV 89822
City of Elko	Microsurface Project 2013	\$ 182,007.00	Slurry/Micro	08/30/13	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$ 1,073,007.00	Crack and Patch	06/30/13	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520

BIDDING PREFERENCE AFFIDAVIT

(This form is required to receive a preference in bidding.)

On behalf of Sierra Nevada Construction, Inc. ,

for Bid Number 26300228 , and

Project Name D1 Airport Rd & E College Pkwy Pavement Rehabilitation ,

- (a) The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
- (b) The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
- (c) The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
- (d) The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

As the Authorized Official for the undersigned, I certify that the requirements will be adhered to, documented, and attained on completion of the contract to remain in compliance with NRS 338.147 and NRS 338.1389, and to remain eligible to receive a preference in bidding on the above Project. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages and understand the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389.

Kevin L. Robertson

Authorized Official

President

Title



Signature

11/18/2025

Date

STATE OF NevadaCOUNTY OF WashoeOn 11/18/25, before me,

Darcia A. Carpenter

(here Insert name of notary)

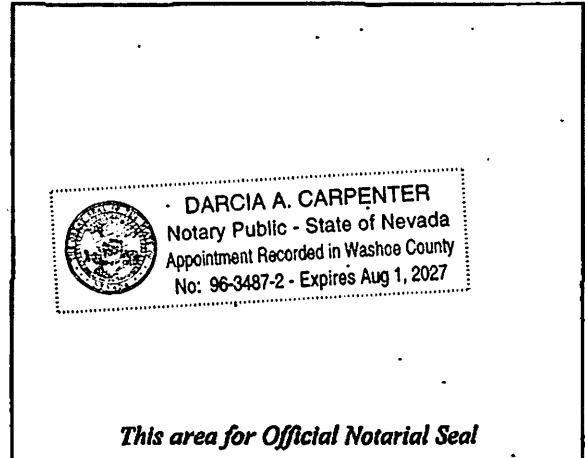
personally appeared

Kevin L. Robertson

(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

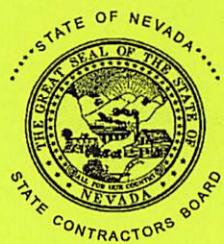
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
 8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-27-0032**

SIERRA NEVADA CONSTRUCTION INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0025565** ORIGINAL ISSUE DATE: **07/05/1988** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2025** AND EXPIRES ON **JULY 31, 2026** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Susan Broili Kamesch 7/10/2025 DW
 SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
 FOR DAVID BEHAR, EXECUTIVE OFFICER

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



Certification of Authorization and Understanding

Project Name: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

Project Number: P303524004

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

Kathleen Dimick

Payroll Officer (Name)



Payroll Officer (Signature)

Sierra Nevada Construction, Inc.

(Name of Contractor/Subcontractor)

By 

(Owner's Signature)

Kevin L. Robertson, President

(Title)

25565

(Contractor/Subcontractor License Number)

11/18/2025

(Date)

Conflict of Interest Disclosure Form

Date: 11/18/2025

Project: P303524004

Title: D1 Airport Rd & E College Pkwy Pavement Rehabilitation

Name: Kevin L. Robertson

Position: President

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

I have no conflict of interest to report.

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

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

Signature: 

Date: 11/18/2025

Bid Opening Summary from Carson City Purchasing & Contracts

Carol Akers, CAkers@carson.org 775-283-7362

5C_RTC_Exhibit 2 - Contract

263000228 Bid Tabulation

BID# 26300228 D1 Airport Rd & E College Pkwy Pavement Rehabilitation

Date and Time of Opening: 11/25/2025 2:30pm

Line #	Description	QTY	UOM	Sierra Nevada Construction, Inc.	
				Total Price	Extended
1	Schedule A: Base Bid Items	1		<u>\$2,187,037.00</u>	\$2,187,037.00
1.1	Mobilization/Demobilization	1	LS	<u>\$160,000.00</u>	\$160,000.00
1.2	Traffic Control	1	LS	<u>\$358,850.99</u>	\$358,850.99
1.3	Stormwater Pollution Prevention	1	LS	<u>\$30,000.00</u>	\$30,000.00
1.4	Removal and Restoration of Existing Site Improvements	1	LS	<u>\$40,000.00</u>	\$40,000.00
1.5	Surveying and Record Drawings	1	LS	<u>\$25,000.00</u>	\$25,000.00
1.6	Remove AC Pavement and Base Material	39148	SF	<u>\$8.00</u>	\$313,184.00
1.7	Remove PCC Sidewalk/Curb Ramp/Driveway/Valley Gutter	770	SF	<u>\$14.00</u>	\$10,780.00
1.8	Remove PCC Curb & Gutter	130	LF	<u>\$30.00</u>	\$3,900.00
1.9	Remove Glue Down Curb/Island/Median	1376	LF	<u>\$6.00</u>	\$8,256.00
1.10	Remove Exist Fence	32	LF	<u>\$15.00</u>	\$480.00
1.11	Install 15" RCP	38	LF	<u>\$275.00</u>	\$10,450.00
1.12	Install 15" HDPE	50	LF	<u>\$250.00</u>	\$12,500.00
1.13	Install Type 4-R Catch Basin	1	EA	<u>\$6,500.00</u>	\$6,500.00
1.14	Construct Headwall	2	EA	<u>\$20,000.00</u>	\$40,000.00
1.15	Construct V-Ditch	250	LF	<u>\$35.00</u>	\$8,750.00
1.16	Place Excavatable Slurry	108	SF	<u>\$50.00</u>	\$5,400.00
1.17	Place 4" Riprap over Non-Woven Geotextile Fabric	236	SF	<u>\$15.00</u>	\$3,540.00
1.18	Place Topsoil	923	SF	<u>\$8.00</u>	\$7,384.00
1.19	Adjust Sanitary Sewer Manhole Rim	2	EA	<u>\$3,000.00</u>	\$6,000.00
1.20	Adjust Water Valve Box and Lid to Finish Grade	9	EA	<u>\$2,000.00</u>	\$18,000.00
1.21	Install Fire Hydrant Assembly	1	EA	<u>\$16,000.00</u>	\$16,000.00
1.22	Construct Fire Hydrant Access Pad	1	EA	<u>\$500.00</u>	\$500.00
1.23	Install Survey Monument Handhole	1	EA	<u>\$2,800.00</u>	\$2,800.00
1.24	Place 3/8" Chip Seal	691177	SF	<u>\$0.45</u>	\$311,029.65
1.25	Place Fog Seal	691177	SF	<u>\$0.08</u>	\$55,294.16
1.26	Construct AC Pavement Patch	37177	SF	<u>\$10.50</u>	\$390,358.50
1.27	Construct AC Pavement Path	344	SF	<u>\$30.00</u>	\$10,320.00
1.28	Install Detectible Warning	1	EA	<u>\$1,800.00</u>	\$1,800.00
1.29	Construct PCC Sidewalk Type A	2551	SF	<u>\$28.00</u>	\$71,428.00
1.30	Construct Curb Ramp	345	SF	<u>\$65.00</u>	\$22,425.00

1.31	Construct PCC Curb & Gutter Type 1	735	LF	<u>\$75.00</u>	\$	55,125.00
1.32	Construct Valley Gutter & Spandrel	865	SF	<u>\$45.00</u>		\$38,925.00
1.33	Construct Type 1 Driveway Apron	282	SF	<u>\$40.00</u>	\$	11,280.00
1.34	Construct Type 2 Driveway Apron	482	SF	<u>\$38.00</u>		\$18,316.00
1.35	Construct Glue Down Curb	377	LF	<u>\$50.00</u>	\$	18,850.00
1.36	Construct Ramped Median Curb Nose	3	EA	<u>\$1,100.00</u>		\$3,300.00
1.37	Remove & Refinish Brick Wall	10	LF	<u>\$950.00</u>	\$	9,500.00
1.38	Replace Existing Traffic Loops	2	EA	<u>\$1,200.00</u>		\$2,400.00
1.39	Reset Existing Mailbox	4	EA	<u>\$1,500.00</u>	\$	6,000.00
1.40	Relocate Existing Sign & Post	11	EA	<u>\$500.00</u>		\$5,500.00
1.41	Remove and Salvage Sign and Post	5	EA	<u>\$150.00</u>	\$	750.00
1.42	Remove Existing Sign Panel	2	EA	<u>\$75.00</u>		\$150.00
1.43	Remove Flexible Delineator	4	EA	<u>\$50.00</u>	\$	200.00
1.44	Install New Sign on Existing Post	3	EA	<u>\$300.00</u>		\$900.00
1.45	Install New Sign & Post	9	EA	<u>\$750.00</u>	\$	6,750.00
1.46	Install Existing Sign on New Post	4	EA	<u>\$650.00</u>		\$2,600.00
1.47	Install Flexible Delineator	9	EA	<u>\$250.00</u>	\$	2,250.00
1.48	Paint Turn Arrow	61	EA	<u>\$55.00</u>		\$3,355.00
1.49	Paint Merge Arrow	2	EA	<u>\$175.00</u>	\$	350.00
1.50	Paint Bike Legend w/ Arrow	2	EA	<u>\$125.00</u>		\$250.00
1.51	Paint 4" Wide Solid Yellow Stripe	11945	LF	<u>\$0.50</u>	\$	5,972.50
1.52	Paint 4" Wide Broken w/ 4" Wide Solid Yellow Stripe (10x30)	3034	LF	<u>\$0.75</u>		\$2,275.50
1.53	Paint Double 4" Wide Solid Yellow Stripe	5058	LF	<u>\$1.35</u>	\$	6,828.30
1.54	Paint 4" Solid White Stripe	8525	LF	<u>\$0.50</u>		\$4,262.50
1.55	Paint 4" Broken White Stripe (10x30)	16386	LF	<u>\$0.35</u>	\$	5,735.10
1.56	Paint 6" Solid White Stripe	1006	LF	<u>\$0.75</u>		\$754.50
1.57	Paint 6" Dotted Stripe (2x6)	92	LF	<u>\$0.75</u>	\$	69.00
1.58	Paint 8" Wide Solid White Stripe	3898	LF	<u>\$1.35</u>		\$5,262.30
1.59	Paint Stop Bar	315	LF	<u>\$8.00</u>	\$	2,520.00
1.60	Paint Yield Bar	256	LF	<u>\$8.50</u>		\$2,176.00
1.61	Paint 24" White Crosswalk	1500	LF	<u>\$8.00</u>	\$	12,000.00
1.62	Paint Curb Red	500	LF	<u>\$3.00</u>		\$1,500.00
2	Schedule B: Alternate Bid Item 1	1		<u>\$96,970.00</u>	\$	96,970.00
2.1	Remove PCC Curb & Gutter	158	LF	<u>\$40.00</u>		\$6,320.00
2.2	Remove Guardrail	1	LS	<u>\$5,000.00</u>	\$	5,000.00
2.3	Construct PCC Barrier Rail	123	LF	<u>\$600.00</u>		\$73,800.00
2.4	Construct PCC Curb & Gutter Type 1	158	LF	<u>\$75.00</u>	\$	11,850.00



STAFF REPORT

Report To:	Regional Transportation Commission	Meeting Date:	January 14, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action – Discussion and possible action regarding: (1) Amendment 1 (“Amendment”) to Interlocal Contract CETS # 28673 (“Contract”) between the State of Nevada acting by and through the Department of Health and Human Services, Division of Health Care Financing and Policy (“DHCFP”), now titled the Nevada Health Authority Division of Nevada Medicaid (“NHA”), and the Carson City Regional Transportation Commission (“RTC”), with the Amendment changing identification of DHCFP to NHA and increasing the Contract amount by \$70,814.60 for a revised not to exceed Contract amount of \$122,536.10; and (2) authorization for the Transportation Manager to sign the Amendment and future extensions of time and/or changes in funding amounts not exceeding 10 percent of the present amount.(Marcus Myers, Transit Coordinator)		
Agenda Action:	Formal Action / Motion	Time Requested:	5 minutes

Proposed Motion

I move to approve the Amendment as presented and to authorize the Transportation Manager to sign the contract and future extensions of time and/or changes in funding amounts not to exceed 10 percent of the present amount.

Board's Strategic Goal

N/A

Previous Action

January 10, 2024 (Item 5.C) – The RTC approved the Contract with DHCFP with a not to exceed amount of \$51,721.50.

Background/Issues & Analysis

The State of Nevada's Department of Health and Human Services, now acting through the NHA, reimburses agencies for transportation services provided to Medicaid-eligible recipients. The Contract allows RTC to seek reimbursement from NHA for expenses related to paratransit transportation services provided by Jump Around Carson (“JAC”) to Medicaid-eligible recipients for non-emergency transportation trips.

The Contract term began on July 1, 2024, and expires on June 30, 2028. The Amendment includes:

1. A change to the public entity's name, from the Department of Health and Human Services,

Division of Healthcare Financing and Policy, to Nevada Health Authority, Division of Nevada Medicaid, as per the 83rd Legislative Session SB494, which became effective July 1, 2025.

2. A revision to Attachment A - Scope of Work, which includes clarification of indirect cost rate percentages to align with the federal de minimums rate, which increased from 10% to 15%.
3. Increases the maximum amount from \$51,721.50 to \$122,536.10 to reflect higher than anticipated ridership and related costs.

The RTC has been receiving partial reimbursement for transportation services provided to Medicaid-eligible recipients on JAC Assist from NHA for more than a decade. The terms of this Contract are consistent with the terms of previous contracts. RTC's approval of the Amendment allows RTC to continue to seek reimbursement for the portion of paratransit expenses provided for Medicaid-eligible, non-emergency transportation trips. These types of Medicaid programs provide transportation to and from medically necessary appointments, such as doctor visits and dialysis treatments. The funds originate from a federal grant awarded to the State of Nevada and cover a portion of JAC's paratransit expenses not covered by other federal grants.

With the Amendment, NHA will reimburse RTC up to an amount not to exceed \$122,536.10. As part of the Contract, RTC provides ridership and expense data for eligible paratransit services and issues payment to NHA for the local match portion of the grant. In return, NHA subsequently verifies the provided data, addresses federal requirements, and issues a return payment for the amount of local match plus the approved, eligible federal share. There is effectively no local match required for this funding.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 and 277A.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Transit fund, State Grants Account / 2253081-434010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: NHA reimbursements have been included in the fiscal year ("FY") 2026 budget in the State Grants revenue account, 2253081-434010. NHA will reimburse RTC up to \$122,536.10 over a four-year period, which began in FY 2025. Future NHA reimbursement estimates will be included in the State Grants account, 2253081-434010, in subsequent FY budgets.

Alternatives

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

Attachment(s):

[5D_RTC_Exhibit 1 - NHA-DHCFP Contract Amendment_V2.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CETS #:	28637
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Nevada Health Authority Division of Nevada Medicaid
Address:	4070 Silver Sage Drive
City, State, Zip Code:	Carson City, NV 89701
Contact:	Thomas Tilton, Contract Manager
Phone:	(775) 684-3676 (main)
Email:	<u>nvhapcu@nvha.nv.gov</u>

Public Entity #2:	Carson City Regional Transportation Commission
Address:	3505 Butti Way
City, State, Zip Code:	Carson City, NV 89701
Contact:	Rebecca Bustos
Phone:	775-283-7045
Email:	<u>rbustos@carsoncity.gov</u>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated 01/29/2024, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This is the first amendment to the original revenue interlocal agreement which provides ongoing funds for the non-federal share associated with paratransit services for Medicaid eligible recipients. This amendment (1) changes the name of Public Entity #1 from Department of Health and Human Services, Division of Health Care Financing and Policy to Nevada Health Authority, Division of Nevada Medicaid per the 83rd Legislative Session - SB494 effective July 1, 2025, and (2) revises Attachment A – Scope of Work to clarify indirect cost rate percentages and change broker to brokers, and (3) increases the maximum amount from \$51,721.50 to \$122,536.10 due to higher ridership and costs. The entity name changes shall be effective throughout the entire contract and its attachments.

B. Current Contract Language:

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Timothy Ryan, Certified Contract Manager
Phone:	(775) 684-3676 (main)
Email:	<u>dhcfppcu@dhcfp.nv.gov</u>

CETS #:	28637
Agency Reference #:	

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

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

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

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

Total Contract Not to Exceed:	\$51,721.50
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

C. Amended Contract Language:

Public Entity #1:	Nevada Health Authority Division of Nevada Medicaid
Address:	4070 Silver Sage Drive
City, State, Zip Code:	Carson City, NV 89701
Contact:	Thomas Tilton, Contract Manager
Phone:	(775) 684-3676 (main)
Email:	nvhapcu@nvha.nv.gov

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

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES (<i>revised 12/11/2025</i>)
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

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

CETS #:	28637
Agency Reference #:	

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

Total Contract Not to Exceed:	\$122,536.10
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. INCORPORATED DOCUMENTS. Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

8. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	28637
Agency Reference #:	

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

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Authorized Signature

Date

Title

**NEVADA HEALTH AUTHORITY
DIVISION OF NEVADA MEDICAID**

Stacie Weeks, JD, MPH

Date

Director

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____

Date

ATTACHMENT A
SCOPE OF WORK
(revised 12/11/2025)

NON-EMERGENCY TRANSPORTATION
CERTIFIED PUBLIC EXPENDITURES

This Agreement between the Carson City Regional Transportation Commission (RTC) and the Division of Health Care Financing and Policy (DHCFP) provides funds for the state's share to support paratransit services for Medicaid eligible recipients.

RTC agrees to:

1. Provide paratransit services for Medicaid eligible paratransit recipients as described and limited to the conditions in the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9, Medicaid Services Manual and this agreement between RTC and DHCFP. Services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides, and written documentation of those recipients will be provided to DHCFP monthly. Written documentation will include each Medicaid recipient's name, Medicaid number, number of eligible completed paratransit trips, date and time of the trip, location and destination of the trip, and the cost associated with providing the paratransit services.
2. Accept trip bookings from DHCFP's Non-Emergency Transportation (NET) brokers, and keep those appointments, providing appropriate paratransit transportation for eligible Medicaid recipients to and from their medically necessary appointments.
3. Voluntarily transfer the non-federal share of the costs associated with said services to DHCFP. Payments made by RTC shall be derived from general tax revenues or other general revenues and shall not be derived from any other impermissible source of funding for the non-federal share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.
4. The books, records, documents, financial statements and accounting, health care provider credentials, procedures, and practices of RTC or any subcontractor relevant to this Agreement shall be subject to inspection, examination and audit by DHCFP, the Attorney General of the State of Nevada, the State Legislative Auditor, the Comptroller General of the United States, Health Care Financing Administration, or any authorized or delegated representatives of these entities.
5. In the event that audit results in findings that the federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, RTC shall repay within 60 days of the findings. Repayment by RTC may be obtained through offset of future payments, by offset of other payments due to RTC from DHCFP.
6. The cost-based rate is calculated annually using the RTC annual operating budget and service utilization forecast and an applicable ***indirect cost rate listed in (6.c) below, which is based on the federal de minimis rate.*** RTC shall submit an annual operating budget and service utilization forecast to the Department of Taxation at least 60 days before the start of the next fiscal year. The budget forecast must reflect a projection for allowable, necessary, and proper direct cost in providing services. The cost-based rate is calculated as follows:

- a. Direct costs include the costs for fuel, tires, and subcontracted costs that are directly related in providing the non-emergency transportation services. These costs shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance.
- b. Total direct costs (Item a) are reduced by any federal grant funds received for the same services to arrive at the net allowable direct costs.
- c. Indirect costs are determined by *applying an indirect cost rate percentage* to the net allowable direct costs (Item b).
 - *Time period 07-01-2024 to 09-30-2024: 10% indirect cost rate percentage applies.*
 - *Time period 10-01-2024 to 06-30-2028: 15% indirect cost rate percentage applies. If the federal de minimis rate changes during this time frame, the new federal rate would apply.*
- d. Net allowable costs is the sum of the net allowable direct costs (Item b) and indirect costs (Item c).
- e. The cost-based rate is the net allowable costs (Item d) divided by the total forecasted transportation service utilization.

7. Pay upon receipt, the Inter-Governmental Transfer (IGT) invoice from DHCFP. Payment shall be received by DHCFP prior to DHCFP making the total computable payment to RTC. Once IGT is received from RTC, an audit of paratransit ride data will be performed by DHCFP to determine the Total Computable amount due to RTC. Any federal funds paid by DHCFP to RTC through DHCFP's NET brokers during the contract term will be deducted from the Total Computable amount due to RTC.
8. Accept DHCFP's reimbursement in full and to not bill, accept, or retain payments for any additional amount except as permitted by federal law for third party insurance billings.
9. Be exclusively responsible for data supplied by RTC upon which claims are submitted, eligibility is determined, or payment is received on RTC's behalf. RTC agrees not to assign, transfer, or delegate any rights, obligations, or duties under this agreement without the prior written consent of DHCFP.

DHCFP agrees to:

1. Work with RTC and the federal government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of the Title XIX and Title XXI funds for allowable costs and services.
2. Provide RTC applicable guidance and documentation related to the utilization of Title XIX and Title XXI funding for paratransit activities.
3. Provide RTC data reports as required and/or requested by RTC.
4. Bill RTC an IGT amount calculated from reports from DHCFP's NET brokers, which will track the rider count for the reporting time period.

5. Reimburse RTC upon receipt of accurate claims, the total computable amount which includes the current Federal Medical Assistance Percentage (FMAP) for Medicaid-eligible recipients receiving eligible paratransit services. The federal funds shall be passed to RTC after the non-federal share of the costs are transferred to DCFP.

Both parties agree to:

1. All services rendered under this Agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the American with Disabilities Act, as amended and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap. If RTC is found to be in non-compliance, RTC agrees to reimburse DCFP for any repayment of funds and/or penalties that were provided under the terms of this contract.
2. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. As determined by DCFP, in the event sufficient funds are not available for any reason, DCFP shall not be obligated to make any payments to RTC under this Agreement. DCFP will notify RTC of the insufficient funds upon making that decision. This provision is a condition precedent to DCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide RTC with a right of payment over any other entity. If payments which are otherwise due to RTC under this Agreement are deferred because of the unavailability of sufficient funds, such payments will be made to RTC if sufficient funds later become available.
3. Comply with all applicable local, state, and federal laws in carrying out the obligations of this Agreement, including all federal and state accounting procedures and requirements.
4. Agree that existing services to qualified individuals will be maintained in a manner to prevent the transfer of responsibility for services for such individuals from the State of Nevada to any other public agency in the state.

EXHIBIT A

CETS #:	28637
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Timothy Ryan, Certified Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	<u>dhcffpcu@dhcfp.nv.gov</u>

Public Entity #2:	Carson City Regional Transportation Commission
Address:	3505 Butti Way
City, State, Zip Code:	Carson City, NV 89701
Contact:	Christopher Martinovich
Phone:	775-287-0470
Fax:	
Email:	<u>cmartinovich@carson.org</u>

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

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

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

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

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

CETS #:	28637
Agency Reference #:	

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

Effective From:	July 1, 2024	To:	June 30, 2028
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

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

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

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

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

Total Contract Not to Exceed:	\$51,721.50
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	28637
Agency Reference #:	

B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	28637
Agency Reference #:	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	28637
Agency Reference #:	

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

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Christopher C. Martiniuk 1/11/24 Transportation Manager
 Authorized Signature Date Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
 DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Stacie Weeks 1/16/24 Administrator
 Stacie Weeks, JD, MPH Date Title

for Amy Stephenson

APPROVED BY BOARD OF EXAMINERS

Minh
 Signature – Board of Examiners

On: 01/29/24 Date

Approved as to form by:

Karen Griffin
 Karen Griffin (Jan 16, 2024 10:55 PST)

Deputy Attorney General for Attorney General

On: 01/16/2024 Date

ATTACHMENT A
SCOPE OF WORK

NON-EMERGENCY TRANSPORTATION
CERTIFIED PUBLIC EXPENDITURES

This Agreement between the Carson City Regional Transportation Commission (RTC) and the Division of Health Care Financing and Policy (DHCFP) provides funds for the state's share to support paratransit services for Medicaid eligible recipients.

RTC agrees to:

1. Provide paratransit services for Medicaid eligible paratransit recipients as described and limited to the conditions in the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9, Medicaid Services Manual and this agreement between RTC and DHCFP. Services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides, and written documentation of those recipients will be provided to DHCFP monthly. Written documentation will include each Medicaid recipient's name, Medicaid number, number of eligible completed paratransit trips, date and time of the trip, location and destination of the trip, and the cost associated with providing the paratransit services.
2. Accept trip bookings from DHCFP's Non-Emergency Transportation (NET) broker, and keep those appointments, providing appropriate paratransit transportation for eligible Medicaid recipients to and from their medically necessary appointments.
3. Voluntarily transfer the non-federal share of the costs associated with said services to DHCFP. Payments made by RTC shall be derived from general tax revenues or other general revenues and shall not be derived from any other impermissible source of funding for the non-federal share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.
4. The books, records, documents, financial statements and accounting, health care provider credentials, procedures, and practices of RTC or any subcontractor relevant to this Agreement shall be subject to inspection, examination and audit by DHCFP, the Attorney General of the State of Nevada, the State Legislative Auditor, the Comptroller General of the United States, Health Care Financing Administration, or any authorized or delegated representatives of these entities.
5. In the event that audit results in findings that the federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, RTC shall repay within 60 days of the findings. Repayment by RTC may be obtained through offset of future payments, by offset of other payments due to RTC from DHCFP.
6. The cost-based rate is calculated annually using the RTC annual operating budget and service utilization forecast and an applicable 10% indirect cost rate. RTC shall submit an annual operating budget and service utilization forecast to the Department of Taxation at least 60 days before the start of the next fiscal year. The budget forecast must reflect a projection for allowable, necessary, and proper direct cost in providing services. The cost-based rate is calculated as follows:

- a. Direct costs include the costs for fuel, tires, and subcontracted costs that are directly related in providing the non-emergency transportation services. These costs shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance.
 - b. Total direct costs (Item a) are reduced by any federal grant funds received for the same services to arrive at the net allowable direct costs.
 - c. Indirect costs are determined by applying a 10% indirect cost rate to the net allowable direct costs (Item b).
 - d. Net allowable costs is the sum of the net allowable direct costs (Item b) and indirect costs (Item c).
 - e. The cost-based rate is the net allowable costs (Item d) divided by the total forecasted transportation service utilization.
7. Pay upon receipt, the Inter-Governmental Transfer (IGT) invoice from DHCFP. Payment shall be received by DHCFP prior to DHCFP making the total computable payment to RTC. Once IGT is received from RTC, an audit of paratransit ride data will be performed by DHCFP to determine the Total Computable amount due to RTC. Any federal funds paid by DHCFP to RTC through DHCFP's NET broker during the contract term will be deducted from the Total Computable amount due to RTC.
8. Accept DHCFP's reimbursement in full and to not bill, accept, or retain payments for any additional amount except as permitted by federal law for third party insurance billings.
9. Be exclusively responsible for data supplied by RTC upon which claims are submitted, eligibility is determined, or payment is received on RTC's behalf. RTC agrees not to assign, transfer, or delegate any rights, obligations, or duties under this agreement without the prior written consent of DHCFP.

DHCFP agrees to:

1. Work with RTC and the federal government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of the Title XIX and Title XXI funds for allowable costs and services.
2. Provide RTC applicable guidance and documentation related to the utilization of Title XIX and Title XXI funding for paratransit activities.
3. Provide RTC data reports as required and/or requested by RTC.
4. Bill RTC an IGT amount calculated from reports from DHCFP's NET broker, which will track the rider count for the reporting time period.
5. Reimburse RTC upon receipt of accurate claims, the total computable amount which includes the current Federal Medical Assistance Percentage (FMAP) for Medicaid-eligible recipients receiving eligible paratransit services. The federal funds shall be passed to RTC after the non-federal share of the costs are transferred to DHCFP.

Both parties agree to:

1. All services rendered under this Agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the American with Disabilities Act, as amended and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap. If RTC is found to be in non-compliance, RTC agrees to reimburse DHCFP for any repayment of funds and/or penalties that were provided under the terms of this contract.
2. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. As determined by DHCFP, in the event sufficient funds are not available for any reason, DHCFP shall not be obligated to make any payments to RTC under this Agreement. DHCFP will notify RTC of the insufficient funds upon making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide RTC with a right of payment over any other entity. If payments which are otherwise due to RTC under this Agreement are deferred because of the unavailability of sufficient funds, such payments will be made to RTC if sufficient funds later become available.
3. Comply with all applicable local, state, and federal laws in carrying out the obligations of this Agreement, including all federal and state accounting procedures and requirements.
4. Agree that existing services to qualified individuals will be maintained in a manner to prevent the transfer of responsibility for services for such individuals from the State of Nevada to any other public agency in the state.

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Covered Entity"

and

Carson City Regional Transportation Commission
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a Contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. **OBLIGATIONS OF THE BUSINESS ASSOCIATE**

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
 - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
 - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.



STAFF REPORT

Report To:

Meeting Date: January 14, 2026

Staff Contact:

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

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

Report To:

Meeting Date: January 14, 2026

Staff Contact:

Agenda Title: November 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 - Street Operations Report_Nov25.pdf](#)

[6B_RTC_Exhibit 2 - Traffic-Transportation Control Systems Report_Nov25.pdf](#)

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: January 14, 2026
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: December 2, 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 November 2025

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	27	320
Pot Holes Repaired	48	233

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	26	379
Tree Removal	1	18
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	365
Tree Work for Other Departments	0	1
Weed Abatement Chemical Sprayed (gallons applied)	0	3,296

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	19	223
Curb & Gutter (linear feet)	145	1,054
Sidewalk & Flat Work (sq/ft)	544	8,703
ADA Ramps	2	4
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	0
Shoulder Work on Asphalt Roads (feet)	2,446	6,462
Debris Cleaned	23	86

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	14	2,287
Lineal foot of ditch cleared	134	5,157
Pipe HydroFlushed (linear feet)	625	2,550

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD

Curb Miles Swept	495.5	2,708
Material Picked Up (yards)	635.5	1,891
City Parking Lots Swept	3	11

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	46	226
Bins Hauled for Sweeping Operation (yards)	29	163
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	22
Changed Lamp Post Banners	0	27
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	16	77
Signs Replaced	12	43
Sign Post Replaced	5	12
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	7	72
Cross Walks Painted	0	121
Stop Bars Painted	10	102
Yield Bars Painted	0	64
Right Arrows Painted	2	14
Left Arrows Painted	2	28
Straight Arrows Painted	0	5
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	2	27
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	2	4
Drainage Inlets Cleared	409	416
Material removed from S/D system	30	30
Wind	0	0

6B_RTC_Exhibit 2 - Traffic/Transportation Control Systems Report



Carson City Regional Transportation Commission Item for Commission Information

RTC Meeting Date:	January 14, 2026
Date Prepared:	December 2, 2025
Reporting Period:	November, 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	426
Total Work Orders Completed	68	372
Total Open Work Orders	145	NA

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	64	346
Unplanned and Repair Work Orders	4	26

Completed Work Orders by County

ACTIVITIES	QUANTITIES	Percent
Douglas County	21	31%
Lyon County	0	0%
Storey County	0	0%
Carson City	47	69%
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: January 14, 2026

Staff Contact:

Agenda Title: Other comments and reports, which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to 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.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Fuel/Tax Revenues				
Gasoline Gallons Sold ^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	4,220,590	3,965,689	4,320,724	4,337,564
AUG	4,234,582	4,104,221	4,196,903	4,458,605
SEP	3,894,625	3,854,108	3,942,136	3,944,625
OCT	3,958,285	3,907,100	4,198,320	4,092,528
NOV	3,502,424	3,577,811	3,722,217	
DEC	4,537,676	3,720,476	3,785,182	
JAN	3,043,290	3,339,952	3,917,500	
FEB	3,201,366	3,412,536	3,472,422	
MAR	3,309,050	3,559,473	3,846,801	
APR	3,820,024	3,678,204	3,792,383	
MAY	4,018,183	3,851,281	3,816,305	
JUNE	4,057,802	4,150,910	4,070,100	
Total Year Gallons	45,797,897	45,121,761	47,080,993	
Gasoline Revenues ⁴				
Fuel Tax Revenue County Option 9¢ - NRS 373 (RTC)	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543	\$ 1,484,699
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138	\$ 640,822
Diesel Gallons Sold ^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	1,135,368	1,026,450	1,059,022	1,108,374
AUG	1,224,462	1,077,048	1,081,634	1,165,714
SEP	1,157,759	1,116,748	986,532	1,092,247
OCT	1,141,459	1,089,220	1,038,653	1,090,759
NOV	899,884	946,012	908,845	
DEC	767,073	849,139	810,757	
JAN	701,894	751,666	824,737	
FEB	724,359	740,617	691,802	
MAR	845,076	845,004	806,666	
APR	966,083	943,427	878,832	
MAY	1,067,394	1,068,855	950,852	
JUN	1,047,908	1,057,165	1,007,602	
Total Year Gallons	11,678,719	11,511,351	11,045,934	4,457,094
Diesel 5 cent Tax Revenue¹	\$ 661,577	\$ 568,664	\$ 567,031	\$ 174,718
NRS 373.083.5 (% to NDOT)	\$ (99,231)	\$ (56,405)		
Final - Diesel Revenue	\$ 562,345	\$ 512,259	\$ 567,031	\$ 174,718
Basic City County Relief Tax (BCCRT) 0.25% Sales Tax				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	333,043	359,937	361,271	519,692
AUG	336,083	365,305	356,622	212,738
SEP	337,342	366,805	357,879	247,064
OCT	337,975	353,501	343,590	454,157
NOV	317,077	343,720	152,005	
DEC	342,903	383,106	429,718	
JAN	290,322	290,116	319,461	
FEB	269,279	302,593	282,030	
MAR	329,948	336,156	305,519	
APR	337,725	360,130	367,792	
MAY	350,655	382,191	362,049	
JUN	371,249	372,450	607,703	
Sales Tax, Voter Approved 0.25%	\$ 3,953,601	\$ 4,216,009	\$ 4,245,638	\$ 1,433,651

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	
25	\$ 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	FY2026 ¹	
JUL		\$ 54.15	\$ 398.75	
AUG		\$ 89.80	\$ 444.92	
SEP		\$ 96.79	\$ 288.54	
OCT		\$ 40.23	\$ 223.72	
NOV		\$ 126.31	\$ 153.14	
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	\$ 1,509.07	

Capital Sanitation/Street Repairs

	FY2023	FY2024	FY2025	FY2026
Total	\$ 361,363	\$ 375,333	\$ 396,640	\$ 105,516

Complete Streets Revenue*

	FY2023	FY2024	FY2025	FY2026
Total	\$ 13,256	\$ 13,822	\$ 14,624	\$ 6,340

Disclaimers:

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- 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