

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

**Day:** Wednesday  
**Date:** March 11, 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.carsoncity.gov/granicus](http://www.carsoncity.gov/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: [cmartinovich@carsoncity.gov](mailto: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 - February 11, 2026**

4.A Minutes for February 11, 2026  
[Click Here for Staff Report](#)

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

5.A For Possible Action – Discussion and possible action regarding (1) Contract No. 26300266-B ("Contract") with Sierra Nevada Construction, Inc. (“SNC”) for the

Carmine Street Improvement Project (“Project”), for a total amount of \$1,159,907.00; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$115,991 for a total not-to-exceed amount of \$1,275,898. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.B For Possible Action – Discussion and possible action regarding (1) submission of a Letter of Intent (“LOI”) and Traffic Safety Grant (“Grant”) application to the Nevada Department of Public Safety’s Office of Traffic Safety (“OTS”) for \$28,000, which includes \$21,000 in Grant funding and a required 25 percent local match of \$7,000, for a comprehensive safety and education campaign to increase awareness of bicycle and pedestrian laws and reduce fatal and serious injury crashes; and (2) authorization for the Transportation Manager to accept the Grant if awarded. (Erica Roselius, Transportation Planner/Analyst)

[Click Here for Staff Report](#)

- 5.C For Possible Action – Discussion and possible action regarding (1) the submission of an application to the Nevada Aging and Disability Services Division (“ADSD”) for a Competitive Subaward Grant (“Grant”) seeking \$132,000 for Fiscal Year (“FY”) 2027 subject to a \$19,800 local match, to support the Jump Around Carson (“JAC”) Senior Bus Pass Program (“Program”); (2) authorization for the Transportation Manager to execute the Grant agreement as well as any future amendments to the Grant regarding extensions of time or changes in funding amounts not exceeding 10 percent of the present amount; and (3) a summary of the Program including the status, various statistics, and a summary of upcoming events. (Marcus Myers, Transit Coordinator)

[Click Here for Staff Report](#)

- 5.D For Possible Action – Discussion and possible action regarding (1) the submission of an application to the Nevada Aging and Disability Services Division (“ADSD”) for a Competitive Subaward Grant (“Grant”) seeking \$5,000 for Fiscal Year (“FY”) 2027 subject to a 15 percent local match equal to \$750 to support issuance of reduced fare monthly bus passes to eligible persons with disabilities to ride the Jump Around Carson (“JAC”) fixed-route system; and (2) authorization for the Transportation Manager to execute the Grant agreement as well as any future amendments to the Grant regarding extensions of time or changes in funding amounts not exceeding 10 percent of the present amount. (Marcus Myers, Transit Coordinator)

[Click Here for Staff Report](#)

- 5.E For Possible Action - Discussion and possible action regarding Contract 26300221 (“Contract”) with Parametrix, Inc. (“Parametrix”) to assist in the development of the City of Fernley Safe Routes to School Master Plan (“Plan”) as part of the Western Nevada Safe Routes to School (“WNSRTS”) grant program operated and managed by the Carson City Public Works Department, for a total not to exceed amount of \$115,495 which includes a required 5 percent local match to be paid by the City of Fernley. (Chris Martinovich, Transportation Manager; Erica Roselius, Transportation Planner/Analyst)

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

This agenda and backup information are available on the City’s website at [www.carsoncity.gov/granicus](http://www.carsoncity.gov/granicus) 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/granicus](http://www.carsoncity.gov/granicus)

<https://notice.nv.gov>



# STAFF REPORT

**Report To:** \_\_\_\_\_ **Meeting Date:** March 11, 2026

**Staff Contact:** \_\_\_\_\_

**Agenda Title:** Minutes for February 11, 2026

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

**Proposed Motion**

I move to approve the minutes, as presented.

**Board's Strategic Goal**

**Previous Action**

**Background/Issues & Analysis**

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

**Alternatives**

**Attachment(s):**

[2-11-2026 Draft Minutes \(RTC\).pdf](#)

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

\_\_\_\_\_  
(Vote Recorded By)

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 1**

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 February 11, 2026, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
Vice Chair Lisa Schuette  
Commissioner Mark Costa  
Commissioner Gregory Novak

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

**NOTE:** A recording of these proceedings, the 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.carsoncity.gov/government/city-meetings>.

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

(5:25:12) – Chairperson Bagwell called the meeting to order at 5:25 p.m.

**2. ROLL CALL**

(5:25:17) – Roll was called, and a quorum was present. Commissioner Maloney was absent from this meeting.

**3. PUBLIC COMMENT**

(5:25:30) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JANUARY 14, 2026**

(5:25:40) – Chairperson Bagwell introduced the item and entertained corrections and/or a motion.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 2**

**(5:25:48) – MOTION: Vice Chair Schuette moved to approve the minutes of the January 14, 2026 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 4-0-0 with Commissioner Maloney absent.**

**5. PUBLIC MEETING ITEM(S):**

**5.A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION TO CERTIFY TO THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) (1) THE TOTAL MILEAGE OF CARSON CITY’S PUBLIC ROADS, AS DEFINED BY FEDERAL REGULATIONS FOR HIGHWAY SAFETY FUNDING, AND (2) THE IDENTITY AND TOTAL MILEAGE OF THE IMPROVED ROADS MAINTAINED BY CARSON CITY FOR THE PURPOSES OF NEVADA’S MOTOR FUEL TAX AND NRS 365.550(8).**

(5:26:07) – Chairperson Bagwell introduced the item. Senior Transportation Planner Kelly Norman referenced the Staff Report and Supporting Materials, all of which are incorporated, and provided background. Ms. Norman reported that the City’s road mileage had been updated for 2025 to reflect a new total of 304.59 centerline miles and 300.17 centerline miles of roads eligible for motor fuel tax. She responded to clarifying questions and explained motor fuel tax eligibility requirements for roads in the City, noting that the road must be accessible to the public and in a good condition for a normal four door car passenger car to utilize. Ms. Norman added that roads are ineligible for motor fuel tax if the road has a gate, signs that limit access, and are not in good condition for a normal four door car passenger car to utilize.

**(5:29:36) – MOTION: Vice Chair Schuette moved to certify the total mileage of Carson City Public Roads and the identity and mileage of roads maintained by the City as presented. Commissioner Costa seconded the motion. The motion carried 4-0-0 with Commissioner Maloney absent.**

**5.B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) A DETERMINATION THAT SPANISH SPRINGS CONSTRUCTION, INC., (“SSC”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 26300259 (“CONTRACT”) FOR THE WEST CARSON VULNERABLE PEDESTRIAN SAFETY IMPROVEMENT PROJECT (“PROJECT”) TO SSC FOR A TOTAL AMOUNT OF \$1,629,213; AND (2) AUTHORIZATION FOR THE PUBLIC WORKS DIRECTOR TO APPROVE AN 8 PERCENT CONTINGENCY AMOUNT OF \$130,337 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,759,550.**

(5:29:53) – Chair 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 project was identified through the Safe Routes to School Master Plan and would add sidewalk along corridors adjacent to Carson

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**  
**Draft Minutes of the February 11, 2026 Meeting**  
**Page 3**

Middle School and Bordewich Bray Elementary School. He noted that work would be completed on 5<sup>th</sup>, Musser, and Telegraph streets.

(5:27:35) – Commissioner Costa inquired about the estimated number of individuals traveling the designated path per day. Mr. Sylvester noted that the Safe Routes to School Master Plan identifies a percentage of users for different routes and Mr. Martinovich clarified that a consultant who assisted with the Safe Routes to School Master Plan conducted a headcount using a drone to observe vehicle and pedestrian patterns for incoming and outgoing school travel. He noted uncertainty around the exact number of individuals, which fluctuated year to year, but explained that surveys were conducted to understand travel methods.

**(5:32:44) – MOTION: Commissioner Novak moved to award the contract as presented and to authorize the Public Works Director to approve expenditure of the contingency if needed. Vice Chair Schuette seconded the motion. The motion carried 4-0-0 with Commissioner Maloney absent.**

**5.C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) A DETERMINATION THAT F.W. CARSON CO. ("FWC") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 26300257 ("CONTRACT") FOR THE ROOP STREET RECONSTRUCTION PROJECT ("PROJECT") TO FWC FOR A TOTAL AMOUNT OF \$1,764,744 WHICH INCLUDES A BASE BID OF \$1,728,024, AND BID ALTERNATIVE 2 OF \$36,720; AND (2) AUTHORIZATION FOR THE PUBLIC WORKS DIRECTOR TO APPROVE A 10 PERCENT CONTINGENCY AMOUNT OF \$176,474 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,941,218.**

(5:34:40) – Chair Bagwell introduced the item. Mr. Sylvester referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. He clarified that the contract only covered the base of 5<sup>th</sup> Street to Musser Street and the pedestrian push buttons, noting that the northern extension to Caroline Street was excluded due to budget constraints. Commissioner Novak emphasized the project's significance and noted his disappointment with not being able to extend the work further north.

**(5:36:13) – MOTION: Vice Chair Schuette moved to award the contract as presented and to authorize the Public Works Director to approve expenditure of the contingency if needed. Commissioner Novak seconded the motion. The motion carried 4-0-0 with Commissioner Maloney absent.**

**5.D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) HIGHWAY AGREEMENT NO. PR004-26-063 ("AGREEMENT") FOR THE NEVADA DEPARTMENT OF TRANSPORTATION ("NDOT") TO PARTIALLY FUND THE CONSTRUCTION OF THE SALIMAN SCHOOL ZONE SAFETY PROJECT ("PROJECT") THROUGH \$689,034 IN HIGHWAY SAFETY IMPROVEMENT PROGRAM ("HSIP") FUNDS, PLUS A 5 PERCENT LOCAL MATCH OF \$36,265, AND \$47,001 IN ADDITIONAL FUNDING OUTSIDE OF THE AGREEMENT, FOR A TOTAL**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 4**

**PROJECT COST OF \$772,300; AND (2) AUTHORIZATION FOR THE TRANSPORTATION MANAGER TO EXECUTE THE AGREEMENT AS WELL AS ANY FUTURE AMENDMENTS TO THE AGREEMENT REGARDING EXTENSIONS OF TIME OR CHANGES IN FUNDING THAT DO NOT INCREASE THE TOTAL AMOUNT BY MORE THAN 10 PERCENT.**

(5:36:41) – Chair Bagwell introduced the item. Mr. Sylvester referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. He stated that the Limited Partnership Agreement (LPA) only covered construction costs associated with the Saliman School Zone Safety Project and noted that Highway Safety Improvement Program funds were for construction only. Mr. Sylvester added that the project was currently in design using local funds and was expected to be advertised in the summer.

(5:37:57) – In response to Chair Bagwell’s question, Mr. Sylvester clarified that Al Seeliger Elementary School, Fremont Elementary School, and Carson High School would see improvements as part of the project. Commissioner Costa inquired about the scope of work of the project and Mr. Sylvester explained that the exact extent of other improvements, aside from the three schools, would be determined as the design was completed.

**(5:40:12) – MOTION: Commissioner Novak moved to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as any future amendments to the Agreement regarding extensions of time or changes in funding that do not increase the total amount by more than 10 percent. Commissioner Costa seconded the motion. The motion carried 4-0-0 with Commissioner Maloney absent.**

**5.E FOR POSSIBLE ACTION - DISCUSSION AND POSSIBLE ACTION REGARDING (1) THE SUBMISSION OF A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (“BUILD”) GRANT APPLICATION (“APPLICATION”) TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (“USDOT”) FOR \$5,900,000 FOR THE 5TH STREET ROUNDABOUT IMPROVEMENT PROJECT (“PROJECT”) AND A POSSIBLE LOCAL MATCH OF \$310,500, AND (2) AUTHORIZATION FOR THE TRANSPORTATION MANAGER TO COMPLETE THE REQUIRED APPLICATION FORMS.**

(5:40:39) – Chair Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement pertaining to agenda item 5.E, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. He stated that staff was requesting authorization to apply for a Better Utilizing Investments to Leverage Development (BUILD) grant for the East 5<sup>th</sup> Street Roundabout Improvement project. Mr. Martinovich noted the project had previously received \$3 million in congressionally designated spending for FY 26 and recommended reducing the BUILD grant request from \$5.9 million to \$3,106,000 with a reduced match from \$310,500 to \$163,500. He added that the project was at 60 percent design and would return to the RTC for an updated presentation before final design.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 5**

(5:44:56) – Chair Bagwell asked whether the request should be increased slightly to account for potential cost increases, particularly traffic control. Mr. Martinovich stated that the estimate included 15 percent contingency and 3 percent escalation for the next two years. He noted that construction was anticipated in 2028 construction. Mr. Martinovich reported that traffic control was an important variable to consider how traffic would be maintained for the 5th Street area. He expressed support for increasing the request slightly, noting that it could provide flexibility for unanticipated costs. Chair Bagwell suggested justifying the request with the need for traffic control.

Commissioner Novak provided historical background on the area, noting it was originally a four-way stop that was converted to the City’s first roundabout on his recommendation. He suggested exploring whether moving the roundabout slightly onto state land could save money and recommended advertising construction to avoid working during school sessions to reduce traffic control costs. Commissioner Novak confirmed the roundabout design would accommodate future four-lane widening of Fairview as outlined in the Regional Transportation Plan.

Commissioner Costa inquired about the new request amount with the addition of covering traffic control and Mr. Martinovich suggested \$3.3 as the new amount, which included approximately \$200,000 for traffic control. Commissioners agreed to maintain a 5 percent corresponding match to make the application more competitive.

**(5:51:30) – MOTION: Chair Bagwell moved to allow a grant application for \$3.3 million with a 5 percent corresponding match. Vice Chair Schuette seconded the motion. The motion carried 4-0-0 with Commissioner Maloney absent.**

**6. NON-ACTION ITEMS**

**6-A TRANSPORTATION MANAGER’S REPORT**

(5:51:49) – Chair Bagwell introduced the item. Mr. Martinovich reported that staff was working on the FY 27 budget, which would include the RTC 250 Fund, the 225 Transit Fund, and the 256 Street Operations Fund and would be presented to the RTC in April 2026. He reported on the District 4 roadway prioritization for local roads and regional roads with updates on funding and recommendations being brought to the RTC next month. Mr. Martinovich noted preparation for a grant submission to the Office of Traffic Safety for safety outreach campaign activities related to the Safe Routes to School Program in partnership with Jump Around Carson. He mentioned a discussion related to roads at the upcoming Board of Supervisors (BOS) retreat on February 20, 2026. Chair Bagwell clarified that the road discussion would involve formalizing criteria for private and public roads.

**6-B DECEMBER STREET OPERATIONS AND CONTROL SYSTEMS REPORTS**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 6**

(5:54:25) – Chair Bagwell introduced the item. Mr. Martinovich reported that the December 2025 activities included pothole repairs, sidewalk and curb ramp work, significant shoulder work for drainage and pavement preservation, and installation and removal of Christmas decorations. Commissioner Novak expressed appreciation for the report and the year-round work completed. In response to Chair Bagwell’s question, Mr. Martinovich clarified that the difference in numbers between installation and removal of decorations was due to timing. Chair Bagwell shared positive feedback about the holiday decoration and praised the work order tracking in the report.

**6-C OTHER COMMENTS AND REPORTS**

(5:57:27) – Chair Bagwell entertained comments, questions, or reports from Commissioners.

(5:57:46) – Chair Bagwell referenced the Fuel/Tax Report, which is incorporated into the record, and asked if revenues were consistent and Mr. Martinovich explained that revenues were consistent but costs were not. Chair Bagwell stated that the report showed fuel taxes were flat and not keeping pace with rising costs, emphasizing that the document could help the public understand that while revenues were stable, they were not growing enough to meet increased expenses. Commissioner Novak commented that sales tax revenues appeared volatile and asked whether fluctuations reflected reporting issues or the economy. Chair Bagwell explained that the State had implemented a new system and was working through issues, which made comparison data difficult.

(5:59:48) – Chair Bagwell commended staff for transparency and highlighted the \$15 million in project costs to date and ongoing efforts to secure grants and partnerships.

(6:01:17) – Commissioner Novak asked about the coordination of projects around the Capitol Complex, including Stewart Street, 5<sup>th</sup> Street, Roop Street, and Little Lane. Mr. Martinovich stated that construction for the Stewart Street Preservation had been delayed to allow the Legislative Counsel Bureau to complete utility work near 5<sup>th</sup> and Stewart streets. He added that 5<sup>th</sup> Street, from Carson Street to Roop Street, had also been delayed for the same reason. Mr. Martinovich noted uncertainty regarding future State developments. He added that while coordination efforts continue, delaying projects could worsen pavement conditions and increase costs. Chair Bagwell stated that she understood coordination was already in progress and that utility planning was underway as the State prepared to begin work.

(6:04:48) – Commissioner Novak asked about the Carson City Multi-Use Path Improvement and Rehabilitation project, specifically flashing pedestrian beacons on Roop Street and a shared-use path behind the Department of Motor Vehicles (DMV) building that had been paused due to State plans. He questioned whether the project could now move forward.

(6:05:24) – Vice Chair Schuette requested a future report identifying the worst roads in Carson City including how many miles are in greatest need of repair, associated costs, and what could be accomplished with one year of local road funding. She asked that the report compare preservation versus reconstruction costs to help the public understand why preservation is prioritized and whether splitting funding between both approaches would be effective. Chair Bagwell suggested incorporating that information into the upcoming Transportation District 4 discussion, potentially expanding it to provide a broader snapshot.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the February 11, 2026 Meeting**

**Page 7**

(6:09:18) – Commissioner Novak suggested discussing how much developers pay for construction costs during the upcoming BOS retreat item on public and private roads. Commissioner Costa suggested that the BOS discuss criteria for accepting roads to ensure they meet City standards and Chair Bagwell confirmed that public roads must meet City standards before acceptance.

**7. PUBLIC COMMENT**

(6:11:10) – Chair Bagwell entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(6:11:19) – Chairperson Bagwell adjourned the meeting at 6:11 p.m.

The Minutes of the February 11, 2026, Carson City Regional Transportation Commission meeting are so approved on this 11<sup>th</sup> day of March, 2026.



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** March 11, 2026

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) Contract No. 26300266-B ("Contract") with Sierra Nevada Construction, Inc. ("SNC") for the Carmine Street Improvement Project ("Project"), for a total amount of \$1,159,907.00; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$115,991 for a total not-to-exceed amount of \$1,275,898. (Casey Sylvester, Transportation/Traffic Engineer)

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

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### **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**

May 14, 2025 (Item 5.A) – The Regional Transportation Commission ("RTC") reviewed alternatives and gave direction for limited Project improvements using Community Development Block Grant ("CDBG") and stormwater funds.

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

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

June 14, 2023 (Item 5.A) – The RTC approved proposed transportation projects in District 1, which included this project.

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

### **Background/Issues & Analysis**

The Project is located in Performance District 1, along Carmine Street, from N. Lompa Lane to Airport Road. The Project was identified in June 2023 for rehabilitation for several reasons, including pavement

condition, ADA compliance, and stormwater utility needs. Following preliminary scoping, staff performed a detailed stormwater analysis to determine the proposed location of new and necessary storm drainage improvements. The results of that analysis indicated there were extensive challenges with pipe slope, downstream pipe capacity, and conflicts with other utilities. It was determined that due to funding constraints, the full rehabilitation project was unable to move forward. Staff continued to advance the Project to identify proposed locations of storm drainage improvements that will allow expansion of the drainage system in future years without requiring replacement of surface improvements constructed with the Project. CDBG funds have been identified and approved for use on the Project to complete limited pedestrian and ADA upgrades. Stormwater funds have been identified to complete the stormwater improvements.

The Contract is for all labor, materials, tools, and equipment necessary for improvements. The engineer’s estimate for the Project was \$640,000. The Project was advertised for bidding on December 23, 2025. No bids were received during the initial period. A second bidding period began on January 26, 2026, in which the City published an additional notice that it would award a contract without competitive bidding under NRS 338.1385(7) if no bids were received. Following no additional bid submissions, staff requested prices for the Project from four contractors. SNC responded and was selected as having the lowest price. After soliciting prices from several sources, the competition was deemed inadequate. The not-to-exceed amount of \$1,275,898 comprises the base bid amount of \$1,159,907, plus a 10% contingency of \$115,991.

**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:** Grants Fund, Federal CDBG account 2750620-507010; and Stormwater Utility fund, Capital Improvements account 5053705-507010, Project #P303524002,

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the Grants Fund, Federal CDBG account 2750620-507010, with an available budget of \$450,000, will be reduced by \$450,000; the Stormwater Utility fund, Capital Improvements account 5053705-507010, with an available budget of \$825,898, will be reduced by \$825,898.

**Alternatives**

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

**Attachment(s):**

[5A\\_RTC\\_Exhibit 1 - Contract 26300266-B.pdf](#)

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 26300266-B****Title: Carmine Street Rehabilitation Project**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of March, 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 X) (does not   ) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 26300266-B**, titled **Carmine Street Rehabilitation Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission and all required documents are received and signed by all parties.

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## 4. NOTICE:

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

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

Marc Markwell, Secretary/Treasurer  
Sierra Nevada Construction, Inc.  
PO Box 50760  
Sparks, NV 89435  
775-355-0420  
[bids@snc.biz](mailto:bids@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@carsoncity.gov](mailto:CAkers@carsoncity.gov)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million One Hundred Fifty Nine Thousand Nine Hundred Seven Dollars and 00/100 (\$1,159,907.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

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

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

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

### 6.5 Time to Correct (Declared Default or Breach):

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

### 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

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;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

(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 becomes liable to

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

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**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

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:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

## Title: Carmine Street Rehabilitation Project

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

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

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

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

### 15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

## 15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

## 16. BUSINESS LICENSE:

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

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

## 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

## 18. WAIVER OF BREACH:

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

## 19. SEVERABILITY:

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

## 20. ASSIGNMENT / DELEGATION:

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

## 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

## 22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

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;

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,

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

commission, council or board.

**26. GENERAL WARRANTY:**

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

**27. PROPER AUTHORITY:**

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

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

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

**29. GOVERNING LAW / JURISDICTION:**

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

**30. ENTIRE CONTRACT AND MODIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300266-B

Title: Carmine Street Rehabilitation Project

## 31. ACKNOWLEDGMENT AND EXECUTION:

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

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

### ACKNOWLEDGMENT AND EXECUTION:

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

#### **CARSON CITY**

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

#### **CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
District Attorney or his or her Authorized Designee

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**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# 26300266-B**  
**Project# P303524002**  
**Account # 2750620-507010 = \$450,000**  
**5053705-507010 = \$709,907**

By: \_\_\_\_\_

Dated \_\_\_\_\_

### PROJECT CONTACT PERSON:

Brian Elder, Project Manager  
Telephone: 775-283-7586

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 26300266-B**

**Title: Carmine Street Rehabilitation Project**

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

**CONTRACTOR**

**BY:** Marc T. Markwell

**TITLE:** Secretary/Treasurer

**FIRM:** Sierra Nevada Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-002775

**NEVADA CONTRACTORS LICENSE #:** 0025565

**Address:** PO Box 50760

**City:** Sparks

**State:** NV

**Zip Code:** 89435

**Telephone:** 775-355-0420

**E-mail Address:** [mmarkwell@snc.biz](mailto:mmarkwell@snc.biz)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 26300266-B**

**Title: Carmine Street Rehabilitation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 5, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300266-B** and titled **Carmine Street Rehabilitation Project** Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11th day of March 2026

**ATTEST:**

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 11th day of March 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# 26300266-B and titled Carmine Street Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

(Rev. 11-17-99)

**KNOW ALL PERSONS BY THESE PRESENTS**, that I/we \_\_\_\_\_

as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 26300266-B** and titled **Carmine Street Rehabilitation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 26300266-B** and titled **Carmine Street Rehabilitation Project**

- 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.

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

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## 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.

# CITY OF CARSON CITY, NEVADA BID BOND

Due from Bidder/Prime Contractor with bid submission.

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 No 26300265 PWP No CC-2026-162 for Project Title Carmine Street 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: January 6, 2026

Sierra Nevada Construction, Inc.  
Principal

  
Signature KEVIN L. ROBERTSON, President

Liberty Mutual Insurance Company  
Surety

  
Signature Carey Morgan, 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: [Signature]

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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: [Signature]
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 6th day of January, 2026.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

02/05/2026  
26CHE007  
\*\*\* Mike Rooley

13:15  
CC - CARMINE STREET REHABILITATION

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1.1	MOBILIZATION / DEMOBILIZATION	1.000	LS	40,000.00	40,000.00
1.2	TRAFFIC CONTROL	1.000	LS	83,957.00	83,957.00
1.3	STORM WATER POLLUTION CONTROL	1.000	LS	18,000.00	18,000.00
1.4	(C) OVEREXC OF UNSUIT MATER AND BACKFI	50.000	CY	125.00	6,250.00
1.5	REMOVE AND REPLACE PEDESTRIAN RAMP	120.000	SF	74.00	8,880.00
1.6	INSTALL NEW PED RAMP	250.000	SF	69.00	17,250.00
1.7	R&R PED RAMP (TRUNCATED DOMES ONLY)	1.000	EA	1,900.00	1,900.00
1.8	R&R PCC SIDEWALK	550.000	SF	41.00	22,550.00
1.9	INSTALL NEW PCC SIDEWALK	640.000	SF	41.00	26,240.00
1.10	INSTALL NEW PCC RESIDENTIAL DRIVEWAY A	590.000	SF	53.00	31,270.00
1.11	R&R PCC RESIDENTIAL DRIVEWAY APRON	240.000	SF	55.00	13,200.00
1.12	INSTALL AGGREGATE BASE DRIVEWAY TRAN	650.000	SF	19.00	12,350.00
1.13	INSTALL AC DRIVEWAY TRANSITION	200.000	SF	40.00	8,000.00
1.14	R&R VALLEY GUTTER AND SPANDREL	330.000	SF	65.00	21,450.00
1.15	FULL DEPTH PERMANENT BITUM PAVEMENT	9,100.000	SF	22.00	200,200.00
1.16	R&R PCC CURB AND GUTTER	65.000	LF	135.00	8,775.00
1.17	INSTALL NEW PCC CURB AND GUTTER	200.000	LF	132.00	26,400.00
1.18	INSTALL SIDEWALK CROSS-DRAIN	1.000	EA	1,950.00	1,950.00
1.19	INSTALL TYPE4R CATCH BASIN	2.000	EA	8,500.00	17,000.00
1.20	CONNCT 48" RCP TO <E> NDOT BOX CULVER	1.000	EA	15,000.00	15,000.00
1.21	INSTALL NEW STORM DRAIN SYSTEM - 24" RC	25.000	LF	400.00	10,000.00
1.22	INSTALL NEW STORM DRAIN SYSTEM - 48" RC	420.000	LF	980.00	411,600.00
1.23	INSTALL NEW STORM DRAIN SYSTEM - 8" SDR	40.000	LF	225.00	9,000.00
1.24	INSTALL NEW STORM DRAIN SYSTEM - 15" SD	30.000	LF	250.00	7,500.00
1.25	INSTALL NEW TYPE V NDOT STORM DRAIN M	1.000	EA	22,000.00	22,000.00
1.26	INSTALL NEW TYPE 4 NDOT STORM DRAIN MA	1.000	EA	79,000.00	79,000.00
1.27	(C) CCTV VERIFICATION	1.000	LS	3,500.00	3,500.00
1.28	PROT & ADJ SS/SD MH TO NEW FG	2.000	EA	3,200.00	6,400.00
1.29	PROT & ADJ WATER VALVE	4.000	EA	1,900.00	7,600.00
1.30	R&R <E> TRAFFIC/ST. SIGNS POST & PCC FOUN	1.000	EA	1,200.00	1,200.00
1.31	INSTALL CHAINLINK FENCE AND GATE	60.000	LF	140.00	8,400.00
1.32	INSTALL 4" DBL YELLOW STRIPE (T2 WB))	330.000	LF	6.00	1,980.00
1.33	INSTALL 6" SOILID WHITE STRIPE (T2 WB)	35.000	LF	8.00	280.00
1.34	INSTALL 8" SOLID WHITE STRIPIE (T2 WB)	30.000	LF	8.00	240.00
1.35	INSTALL 24" SOLID WHITE STOPBAR (T2 WB)	45.000	LF	13.00	585.00
1.36	INSTALL 2'X10' SOLID WHITE CROSSWALK KEY	160.000	LF	13.00	2,080.00
1.37	INSTALL PREFORMED ARROW MARKING (T2 W	1.000	EA	320.00	320.00
1.38	PERFORM TREE REMOVAL	2.000	EA	3,800.00	7,600.00

**SUBTOTAL BASE BID** \$1,159,907.00

~~2.1 ADD'L COST FOR 48" PVC VS RCP 420.000 LF 105.00 44,100.00~~

~~SUBTOTAL ALT \$44,100.00~~

~~Bid Total -----> \$1,204,007.00~~

# CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

*Due from Bidder/Prime Contractor at bid submission.  
Due from Subcontractors via VPM prior to commencing work for subcontracts expected to be more than \$25k.*

**VENDOR PROFILE**

Company / Firm / Contractor <b>Sierra Nevada Construction, Inc.</b>			<input checked="" type="radio"/> Prime Contractor <input type="radio"/> Subcontractor
State of Nevada Business License № <b>NV19881009372</b>	Carson City Business License № <b>BL-002775-2020</b>	Employer Identification № <b>88-0245093</b>	Unique Entity Identifier (UEI)* <b>ECUFL5LJ8M6</b>

*\*Attach a copy of the SAM.gov UEI printout*

Physical Street Address, City, State, ZIP <b>2055 E. Greg Street, Sparks, Nevada 89431</b>	
Mailing Address, City, State, ZIP (if different from physical address) <b>P.O. Box 50760, Sparks, Nevada 89435</b>	
Telephone № <b>(775) 355-0420</b>	Website URL <b>www.snc.biz</b>

Contact Person <b>Kevin L. Robertson</b>	Title / Position <b>President</b>
Contact Person Phone № <b>(775) 355-0420</b>	Contact Person Email <b>bids@snc.biz</b>

**LICENSING INFORMATION**

NV Contractor License № <b>25565</b>	Issue Date <b>07/05/1988</b>	Expiration Date <b>07/31/2027</b>
License Classification(s) <b>A, General Engineering</b>		
Limitations of License <b>Unlimited</b>		
Name of Licensee(s) <b>Sierra Nevada Construction, Inc.</b>		

**DISCLOSURE OF PRINCIPALS**

(1) Individual and/or Partnership <b>Kevin L. Robertson, President</b>
Address, City, State, ZIP <b>P.O. Box 50760, Sparks, Nevada 89435</b>

(2) Individual and/or Partnership <b>Craig D. Holt, Vice-President</b>
Address, City, State, ZIP <b>P.O. Box 50760, Sparks, Nevada 89435</b>

## CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

*Due from Bidder/Prime Contractor at bid submission.  
Due from Subcontractors prior to commencing work for subcontracts expected to be more than \$25k.*

(3) Individual and/or Partnership Marc T. Markwell, Secretary/Treasurer
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435

(4) Individual and/or Partnership
Address, City, State, ZIP

(5) Individual and/or Partnership
Address, City, State, ZIP

**AWARDED CONTRACT INFORMATION**

If 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 / Firm / Contractor Sierra Nevada Construction, Inc.	
Authorized Individual Marc T. Markwell	
Title/Position Secretary/Treasurer	
Email Address mmarkwell@snc.biz	Phone No (775) 355-0420
Mailing Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435	

Kevin L. Robertson  
\_\_\_\_\_  
*Printed Name of Preparer*

President  
\_\_\_\_\_  
*Title/Position*

  
\_\_\_\_\_  
*Signature of Preparer*

01/22/2026  
\_\_\_\_\_  
*Date*



# SIERRA NEVADA CONSTRUCTION INC

Unique Entity ID <b>ECUFLL5LJ8M6</b>	CAGE / NCAGE <b>3WUU1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 7, 2026</b>	
Physical Address <b>2055 E Greg ST Sparks, Nevada 89431-6561 United States</b>	Mailing Address <b>PO Box 50760 Sparks, Nevada 89435-0760 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 02</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Apr 9, 2025</b>	Submission Date <b>Apr 7, 2025</b>	Initial Registration Date <b>Jun 17, 2004</b>
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## Entity Dates

Entity Start Date <b>Mar 2, 1988</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	3WUU1

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****14	(blank)
Financial Institution	Account Number	
HERITAGE BANK ADO GLACIER BANK	*****54	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
7752840407	(blank)	(blank)
Fax		
(blank)		

Remittance Address

SIERRA NEVADA CONSTRUCTION, INC.  
P.O. Box 50760  
Sparks, Nevada 89435  
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****5093	Applicable Federal Tax	SIERRA NEVADA CONSTRUCTION INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2024	Cfo	Apr 7, 2025
Address	Signature	
2055 E Greg ST	Marc Markwell	
Sparks, Nevada 89431		

Points of Contact

Accounts Receivable POC

♀  
MELANIE STEELMAN, OFFICE MANAGER  
MSTEELMAN@SNC.BIZ  
7753550420

**Electronic Business**

Ⓡ <b>MARC T. MARKWELL, Secretary/Treasurer</b> mmarkwell@snc.biz 7753550420	<b>P.O. Box 50760</b> <b>Sparks, Nevada 89435</b> <b>United States</b>
CRAIG D. HOLT HOLT, Vice-President cholt@snc.biz 7753550420	P.O. Box 50760 Sparks, Nevada 89435 United States

**Government Business**

Ⓡ <b>KEVIN L. ROBERTSON ROBERTSON, President</b> krobertson@snc.biz 7753550420	<b>P. O Box 50760</b> <b>Sparks, Nevada 89435</b> <b>United States</b>
CRAIG D. HOLT, VICE-PRESIDENT cholt@snc.biz 7753550420	P.O. Box 50760 Sparks, Nevada 89435 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$218,016,369.00	450

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$120,000,000.00
Construction Per Contract	\$60,000,000.00

States	Counties	Metropolitan Statistical Areas
California	(blank)	(blank)
Nevada		



SIERRA NEVADA CONSTRUCTION, INC.

2055 east greg street  
sparks, nv 89431  
775-355-0420 phone  
775-355-0535 fax

nv. lic #25565 ca. lic #59393

Exhibit A

## SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
City of Sparks	2025 Drainage & Roadway - M Street	\$ 1,628,007.00	Reconstruct	11/30/25	Andrew Jayankura	775-353-7863	431 Prater Way, Sparks NV 89431
Nevada System of Higher Education	TMCC - Dandini & Meadowood Asphalt Resurface	\$ 4,967,007.00	Reconstruct	11/04/25	Marcus Ollom	775-674-4838	1664 N. Virginia St MS 0424, Reno, NV 89557-0242
City of Reno	Akard & Van Ness Rehabilitation	\$ 8,236,007.00	Reconstruct	11/11/24	Alisha Auch	775-247-2308	P.O. Box 1900, Reno, NV 89505
Town of Truckee	2024 Paving & Drainage	\$ 4,598,007.00	Reconstruct	10/31/24	Slater Stewart	530-536-8850	10183 Truckee Airport Road, Truckee, CA 96161
Eureka County	CMAR Townsite Road & Utility Phase 2	\$ 8,099,650.64	Reconstruct	10/17/24	Jeb Rowley	775-237-5372	P.O. Box 714, Eureka, NV 89316
City of Reno	2024 Street Rehabilitation Yori Avenue - North	\$ 3,074,007.00	Reconstruct	10/11/24	Alisha Auch	775-247-2308	P.O. Box 1900, Reno, NV 89505
Reno Tahoe Airport Authority	Airway Commerce Park	\$ 1,317,014.00	Sitework	05/16/24	David Mieding	775-772-5953	P.O. Box 12490, Reno, NV 89510
Douglas County	Cave Rock CMAR Water System	\$ 16,427,781.63	Underground	05/02/24	Rick Robillard	775-782-6274	P.O. Box 218, Minden, NV 89423
Regional Transportation Commission	Arrowcreek Parkway Rehabilitation	\$ 3,807,007.00	Reconstruct	10/02/23	Kim Diegle	775-848-3756	1105 Terminal Way, Suite 108, Reno, NV 89502
Truckee Meadows Water Authority	California Ave 24" Main Replacement	\$ 1,274,007.00	Underground	09/08/23	Karen Meyer	775-834-8056	1355 Capital Blvd., Reno, NV 89502
Regional Transportation Commission	Sutro & Enterprise Road Rehabilitation	\$ 2,362,007.00	Reconstruct	07/12/23	Maria Paz Fernandez	775-335-1861	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	Watt Street & Lakeside Sewer	\$ 7,996,007.00	Underground Utilities/Road Reconstruction	07/12/23	Kevin Williams	775-657-4633	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	Wells Avenue Water Main	\$ 1,681,007.00	Underground	05/22/23	Steve Volk	775-834-8056	1355 Capital Blvd., Reno, NV 89502
NSE Blackbird LLC/Locus Development Group	Comstock TRIC 181 & Electric Avenue	\$ 30,216,858.25	Sitework	12/19/22	Joel Grace	775-432-7116	6001 Talbot Lane, Reno, NV 89509
Tesla	West Road Repairs	\$ 386,705.00	Reconstruct	09/16/22	Richard Betancourt	787-420-0910	1 Electric Avenue, Sparks, Nevada 89437
Town of Truckee	2021 Paving and Drainage Project	\$ 4,026,007.00	Reconstruct	08/29/22	Mike Vaughn	530-582-2823	10183 Truckee Airport Road, Truckee, CA 96161
Truckee Meadows Water Authority	Disc Drive Booster Pump Station	\$ 4,729,007.00	Underground	08/12/22	Jason Barnes	775-834-8286	1355 Capital Blvd., Reno, NV 89502
Alston Construction	Victory Logistics Building A	\$ 9,394,640.00	Sitework	06/14/22	Jason Powell	775-446-9141	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
Regional Transportation Commission	Kings Row Rehabilitation	\$ 3,737,007.00	Reconstruct	05/09/22	Jeff Wilbrecht	775-335-1872	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	2021 Preventative Maintenance	\$ 5,761,007.00	AC Patch/Slurry Seal/Crack Seal	03/10/22	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	CMAR South Carson Street	\$ 20,033,759.00	Reconstruct	11/17/21	Dan Stucky	775-887-2355	201 N. Carson St Ste 2, Carson City, NV 89701
Nevada Department of Transportation	NDOT 3865 Denio	\$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	\$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	\$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 2	\$ 49,269,189.00	Reconstruct	02/12/21	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of South Lake Tahoe	Al Tahoe Blvd Safety & Mobility Project	\$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	\$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	\$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	2020 Road & Airport Maintenance Project	\$ 3,414,007.00	Paving/Patching/Slurry Seal	10/05/20	Jeb Rowley	775-237-5372	701 S. Main Street, Eureka, Nevada 89316
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	\$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	\$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	\$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	\$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	\$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
Lyon County	2019 Roadway Resurfacing	\$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
San Joaquin County	San Joaquin Chip 2017-18	\$ 2,267,007.00	Chip Seal	11/01/19	Thienan Ngyentyan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Esmeralda County	Goldfield Street Repair	\$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Truckee Meadows Community College	Dandini Roadway Resurfacing	\$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Douglas County School District	Pavement Maintenance 19	\$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	\$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	\$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	\$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	\$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno, NV 89505
Truckee Meadows Water Authority	STMIGID Arrowcreek BPS Main	\$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	\$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	\$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	\$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	\$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
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 South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	\$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150

Washoe County	N. Valleys Phase V Sports Complex	\$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3800	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	\$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
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
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
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	\$ 9,527,007.00	Reconstruct	09/20/17	John Yotson	530-864-9033	1727 30th Street, Sacramento, CA 95816
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
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	\$ 3,072,007.00	Underground Utilities	07/21/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	\$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	\$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	\$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	\$ 2,497,933.55	Road Reconstruct	09/28/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	\$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	\$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Paterson	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	\$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	\$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Carson City	Mountain Street Rehabilitation	\$ 1,869,007.00	Road Reconstruct	08/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
City of Reno	College Drive Sewer Project	\$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	\$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
United Construction	Logisticcenter Building A	\$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	\$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
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
SMC Contracting Inc.	Edgewood Phase 3	\$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
City of Carson City	East West Water Transmission Main	\$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6850 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Res	\$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	\$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$ 2,587,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
Associa Sierra North	Arrowcreek 2014	\$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6850 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County - 2014/2015 Slurry Seal	\$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	\$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	\$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	\$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	\$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	\$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	\$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Elko County School District	Spring Creek Elementary ADA Retrofit	\$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	\$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-887-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	\$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	\$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Aulum Street, Ely NV 89301

Exhibit A

**CITY OF CARSON CITY, NEVADA**

**BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 5% OF BID AMOUNT**

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 5% of the bid amount.

Due from Bidder/Prime Contractor at bid submission.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 26300266	Project Number & Name P303524002 - Carmine Street Rehabilitation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount

Subcontractor Name (if federally-funded project, include UEI) <b>None</b>	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP	Bid Line Item Numbers*			

Subcontractor Name (if federally-funded project, include UEI)	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP	Bid Line Item Numbers*			

Subcontractor Name (if federally-funded project, include UEI)	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP	Bid Line Item Numbers*			

Subcontractor Name (if federally-funded project, include UEI)	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP	Bid Line Item Numbers*			


\*List all items, attach an additional sheet if necessary. "Multiple" or "Various" will not be accepted.

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 Bidder/Prime Contractor listed above.

Kevin L. Robertson  
\_\_\_\_\_  
Printed Name

775-355-0420  
\_\_\_\_\_  
Phone

President  
\_\_\_\_\_  
Title/Position

  
\_\_\_\_\_  
Signature

01/22/2026  
\_\_\_\_\_  
Date

CITY OF CARSON CITY, NEVADA

BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT OR \$50k<sup>†</sup>

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 1% of the bid amount or \$50k<sup>†</sup>. <sup>†</sup>Whichever is greater.

Due from the three (3) lowest bidders within two (2) hours of bid opening.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 26300266		Project Number & Name P303524002 -Carmine Street Rehabilitation	
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420		NV Contractor License No. (if applicable) 25565	
				License Limit (if applicable) > \$10 Million	
Bid Amount					

Subcontractor Name (if federally-funded project, include UEI) <b>None</b>		Phone		NV Contractor License No. (if applicable)		License Limit (if applicable) Select One		Description of Work or Services	
Address, City, State, ZIP		Bid Line Item Numbers*							

Subcontractor Name (if federally-funded project, include UEI)		Phone		NV Contractor License No. (if applicable)		License Limit (if applicable) Select One		Description of Work or Services	
Address, City, State, ZIP		Bid Line Item Numbers*							

Subcontractor Name (if federally-funded project, include UEI)		Phone		NV Contractor License No. (if applicable)		License Limit (if applicable) Select One		Description of Work or Services	
Address, City, State, ZIP		Bid Line Item Numbers*							

Subcontractor Name (if federally-funded project, include UEI)		Phone		NV Contractor License No. (if applicable)		License Limit (if applicable) Select One		Description of Work or Services	
Address, City, State, ZIP		Bid Line Item Numbers*							

\*List all items, attach an additional sheet if necessary. "Multiple" or "Various" will not be accepted.

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 Bidder/Prime Contractor listed above.

Kevin L. Robertson  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title/Position

775-355-0420  
\_\_\_\_\_  
Phone

  
\_\_\_\_\_  
Signature

Email completed form to [cakers@carson.org](mailto:cakers@carson.org)

01/22/2026  
\_\_\_\_\_  
Date

## CITY OF CARSON CITY, NEVADA LIST OF SUBCONTRACTORS, SUBCONSULTANTS, & SUPPLIERS BIDDING

Due from Bidder/Prime Contractor at bid submission.

a. Prime Contractor/Consultant Sierra Nevada Construction, Inc.		c. Phone (775) 355-0420	d. NV Contractor License No. (if applicable) 25565	e. License Limit (if applicable) > \$10 Million	g. DBE or non-DBE non-DBE	h. DBE Majority Owner Race
b. Address, City, State, ZIP P.O. Box 50760 Sparks, Nevada 89435		f. NAICS Code for each scope of project work 237310			i. Age of DBE Firm	j. DBE Majority Owner Sex

1. Type Subcontractor	1a. Company/Business Name Artistic Fence Co., Inc.	1c. Phone (775) 882-4665	1d. NV Contractor License No. (if applicable) 7798A	1e. License Limit (if applicable) > \$10 Million	1g. DBE or non-DBE non-DBE	1h. DBE Majority Owner Race
	1b. Address, City, State, ZIP 5740 Highway 50 East, Carson City, NV 89701	1f. NAICS Code for each scope of project work 238990			1i. Age of DBE Firm	1j. DBE Majority Owner Sex

2. Type Subcontractor	2a. Company/Business Name Tholl Fence, Inc.	2c. Phone (775) 358-8680	2d. NV Contractor License No. (if applicable) 5493A	2e. License Limit (if applicable) > \$10 Million	2g. DBE or non-DBE non-DBE	2h. DBE Majority Owner Race
	2b. Address, City, State, ZIP 800 Glendale Ave, Sparks, NV 89431	2f. NAICS Code for each scope of project work 238990			2i. Age of DBE Firm	2j. DBE Majority Owner Sex

3. Type Subcontractor	3a. Company/Business Name Anrak Corporation	3c. Phone (916) 383-3000	3d. NV Contractor License No. (if applicable) 16211	3e. License Limit (if applicable) < \$1 Million	3g. DBE or non-DBE non-DBE	3h. DBE Majority Owner Race
	3b. Address, City, State, ZIP 5820 Mayhew Rd., Sacramento, CA 95827	3f. NAICS Code for each scope of project work 237310			3i. Age of DBE Firm	3j. DBE Majority Owner Sex

4. Type Subcontractor	4a. Company/Business Name Pavement Recycling Systems, Inc.	4c. Phone (951) 682-1091	4d. NV Contractor License No. (if applicable) 36228	4e. License Limit (if applicable) > \$10 Million	4g. DBE or non-DBE non-DBE	4h. DBE Majority Owner Race
	4b. Address, City, State, ZIP 2150 Bell Ave., Ste. 125, Sacramento, CA 95838	4f. NAICS Code for each scope of project work 237310			4i. Age of DBE Firm	4j. DBE Majority Owner Sex

5. Type Supplier	5a. Company/Business Name Western Nevada Supply	5c. Phone (775) 359-5800	5d. NV Contractor License No. (if applicable) N/A	5e. License Limit (if applicable) N/A	5g. DBE or non-DBE non-DBE	5h. DBE Majority Owner Race
	5b. Address, City, State, ZIP 950 S. Rock Blvd., Sparks, NV 89431	5f. NAICS Code for each scope of project work 423320			5i. Age of DBE Firm	5j. DBE Majority Owner Sex

Use additional sheets as necessary.    **\*\*This form is due at the time of bid.\*\***

## CITY OF CARSON CITY, NEVADA LIST OF SUBCONTRACTORS, SUBCONSULTANTS, & SUPPLIERS BIDDING

Due from Bidder/Prime Contractor at bid submission.

a. Prime Contractor/Consultant Sierra Nevada Construction, Inc.		c. Phone (775) 355-0420	d. NV Contractor License No. (if applicable) 25565	e. License Limit (if applicable) > \$10 Million			
b. Address, City, State, ZIP P.O. Box 50760 Sparks, Nevada 89435		f. NAICS Code for each scope of project work 237310					
6. Type Supplier	6a. Company/Business Name Rinker Materials	6c. Phone (775) 358-4430	6d. NV Contractor License No. (if applicable) N/A	6e. License Limit (if applicable) N/A	6g. DBE or non-DBE non-DBE	6h. DBE Majority Owner Race	
	6b. Address, City, State, ZIP 999 Marietta Way, Sparks, NV 89431	6f. NAICS Code for each scope of project work 423320			6i. Age of DBE Firm	6j. DBE Majority Owner Sex	
7. Type Supplier	7a. Company/Business Name Jensen Infrastructure	7c. Phone (775) 359-6200	7d. NV Contractor License No. (if applicable) N/A	7e. License Limit (if applicable) N/A	7g. DBE or non-DBE non-DBE	7h. DBE Majority Owner Race	
	7b. Address, City, State, ZIP 9895 Double R Blvd., Reno, NV 89521	7f. NAICS Code for each scope of project work 423320			7i. Age of DBE Firm	7j. DBE Majority Owner Sex	
8. Type Supplier	8a. Company/Business Name Cinderlite Trucking Corp.	8c. Phone (775) 882-4483	8d. NV Contractor License No. (if applicable) N/A	8e. License Limit (if applicable) N/A	8g. DBE or non-DBE non-DBE	8h. DBE Majority Owner Race	
	8b. Address, City, State, ZIP 1665 S Sutro Terrace, Carson City, NV 89706	8f. NAICS Code for each scope of project work 423320			8i. Age of DBE Firm	8j. DBE Majority Owner Sex	
9. Type Supplier	9a. Company/Business Name Q&D Construction Mustang Quarry	9c. Phone (775) 342-6000	9d. NV Contractor License No. (if applicable) N/A	9e. License Limit (if applicable) N/A	9g. DBE or non-DBE non-DBE	9h. DBE Majority Owner Race	
	9b. Address, City, State, ZIP 12050 I-80, Sparks, NV 89434	9f. NAICS Code for each scope of project work 423320			9i. Age of DBE Firm	9j. DBE Majority Owner Sex	
10. Type Subcontractor	10a. Company/Business Name Crusader Fence Company, LLC.	10c. Phone (916) 631-9191	10d. NV Contractor License No. (if applicable) 92436	10e. License Limit (if applicable) > \$10 Million	10g. DBE or non-DBE non-DBE	10h. DBE Majority Owner Race	
	10b. Address, City, State, ZIP 3115 Gold Valley Drive, Rancho Cordova, CA 95742	10f. NAICS Code for each scope of project work 238990			10i. Age of DBE Firm	10j. DBE Majority Owner Sex	

Use additional sheets as necessary.    **\*\*This form is due at the time of bid.\*\***

## CITY OF CARSON CITY, NEVADA LIST OF SUBCONTRACTORS, SUBCONSULTANTS, & SUPPLIERS BIDDING

Due from Bidder/Prime Contractor at bid submission.

a. Prime Contractor/Consultant Sierra Nevada Construction, Inc.		c. Phone (775) 355-0420	d. NV Contractor License No. <i>(if applicable)</i> 25565	e. License Limit <i>(if applicable)</i> > \$10 Million		
b. Address, City, State, ZIP P.O. Box 50760 Sparks, Nevada 89435		f. NAICS Code for each scope of project work 237310				

6. Type Subconsultant	6a. Company/Business Name Bowman Consulting Group	6c. Phone (775) 856-1150	6d. NV Contractor License No. <i>(if applicable)</i> N/A	6e. License Limit <i>(if applicable)</i> N/A	6g. DBE or non-DBE non-DBE	6h. DBE Majority Owner Race
	6b. Address, City, State, ZIP 1150 Corporate Blvd., Reno, NV 89502	6f. NAICS Code for each scope of project work 541370			6i. Age of DBE Firm	6j. DBE Majority Owner Sex

7. Type Subconsultant	7a. Company/Business Name F3 & Associates	7c. Phone (775) 451-7255	7d. NV Contractor License No. <i>(if applicable)</i> N/A	7e. License Limit <i>(if applicable)</i> N/A	7g. DBE or non-DBE non-DBE	7h. DBE Majority Owner Race
	7b. Address, City, State, ZIP 145 Isidor Ct., Suite B, Sparks, NV 89441	7f. NAICS Code for each scope of project work 541370			7i. Age of DBE Firm	7j. DBE Majority Owner Sex

8. Type Subcontractor	8a. Company/Business Name Tyrrell Resources, Inc.	8c. Phone (530) 243-8733	8d. NV Contractor License No. <i>(if applicable)</i> N/A	8e. License Limit <i>(if applicable)</i> N/A	8g. DBE or non-DBE non-DBE	8h. DBE Majority Owner Race
	8b. Address, City, State, ZIP P.O. Box 8219, Truckee, CA 96162	8f. NAICS Code for each scope of project work 567130			8i. Age of DBE Firm	8j. DBE Majority Owner Sex

9. Type Select One	9a. Company/Business Name	9c. Phone	9d. NV Contractor License No. <i>(if applicable)</i>	9e. License Limit <i>(if applicable)</i> Select One	9g. DBE or non-DBE Select One	9h. DBE Majority Owner Race
	9b. Address, City, State, ZIP	9f. NAICS Code for each scope of project work			9i. Age of DBE Firm	9j. DBE Majority Owner Sex

10. Type Select One	10a. Company/Business Name	10c. Phone	10d. NV Contractor License No. <i>(if applicable)</i>	10e. License Limit <i>(if applicable)</i> Select One	10g. DBE or non-DBE Select One	10h. DBE Majority Owner Race
	10b. Address, City, State, ZIP	10f. NAICS Code for each scope of project work			10i. Age of DBE Firm	10j. DBE Majority Owner Sex

Use additional sheets as necessary.    **\*\*This form is due at the time of bid.\*\***

# CITY OF CARSON CITY, NEVADA STATEMENT OF NON-COLLUSION

Due from Bidder/Prime Contractor with bid submission.

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

Sierra Nevada Construction, Inc.

\_\_\_\_\_  
*Bidder/Prime Contractor*

P.O. Box 50760, Sparks, Nevada 89435

\_\_\_\_\_  
*Address, City, State, ZIP*

(775) 355-0420

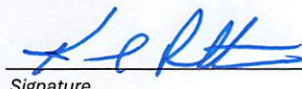
\_\_\_\_\_  
*Phone No*

Kevin L. Robertson

\_\_\_\_\_  
*Printed Name*

President

\_\_\_\_\_  
*Title/Position*



\_\_\_\_\_  
*Signature*

01/22/2026

\_\_\_\_\_  
*Date*

# CITY OF CARSON CITY, NEVADA CONFLICT OF INTEREST DISCLOSURE

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

Project No: P303524002  
Project Title: Carmine Street 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.

Kevin L. Robertson  
*Printed Name*

President  
*Title/Position*

 01/22/2026  
*Signature* *Date*

# CITY OF CARSON CITY, NEVADA DISCLOSURE OF INTERESTS

*Due from Bidder/Prime Contractor at bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

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

Company / Firm / Contractor	<input checked="" type="radio"/> Prime Contractor
Sierra Nevada Construction, Inc.	<input type="radio"/> Subcontractor
Address, City, State, ZIP	
P.O. Box 50760, Sparks, Nevada 89435	

The above-listed is a/an:

<input checked="" type="radio"/> Corporation	<input type="radio"/> Partnership	<input type="radio"/> Sole Owner	<input type="radio"/> Association	<input type="radio"/> Other
--	-----------------------------------	----------------------------------	-----------------------------------	-----------------------------

### DISCLOSURE QUESTIONS

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

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

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

Name	Title/Position	Department
N/A		

## CITY OF CARSON CITY, NEVADA DISCLOSURE OF INTERESTS

*Due from Bidder/Prime Contractor at bid submission.  
Due from Subcontractors prior to commencing work.*

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

Name	Title/Position	Department
N/A		

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

Name	Board, Commission, or Committee Department
N/A	

Sierra Nevada Construction, Inc.

*Company / Firm / Contractor*

P.O. Box 50760, Sparks, Nevada 89435

*Company / Firm / Contractor Address*

Kevin L. Robertson

*Printed Name of Authorized Official*

President

*Title/Position*

*Signature of Authorized Official*

01/22/2026

*Date*

# CITY OF CARSON CITY, NEVADA CERTIFICATION OF AUTHORIZATION & UNDERSTANDING

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

Sierra Nevada Construction, Inc.  
*Company Name*

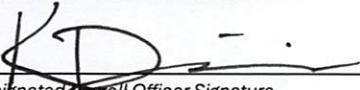
Contractor  
*Contractor or Subcontractor*

P303524002  
*Project N<sup>o</sup>*

Carmine Street Rehabilitation  
*Project Name*

This certification authorizes the following individual, designated as the Payroll Officer for the aforementioned contractor/subcontractor, to sign the Statement of Compliance which will accompany each Weekly Certified Payroll report for this project through Carson City's certified payroll software system.

Kathleen Dimick  
*Designated Payroll Officer Printed Name*

  
*Designated Payroll Officer Signature* 01/22/2026  
*Date*

Kevin L. Robertson, President  
*Authorized Signer/Owner Printed Name*

  
*Authorized Signer/Owner Signature* 01/22/2026  
*Date*

25565  
*Contractor License N<sup>o</sup>*



**CERTIFIED PAYROLL INFORMATION**  
TO BE COMPLETED BY EACH CONTRACTOR / SUBCONTRACTOR

Project Name: Carmine Street Rehabilitation Contract Number: P303524002

General Contractor: Sierra Nevada Construction, Inc. PWP #: CC-2026-162

Subcontractor: \_\_\_\_\_ Date: 01/22/2026

Payroll Officer Name: Kathleen Dimick

Phone Number: (775) 355-0420

Email Address: certifiedpayroll@snc.biz

Mailing Address: P.O. Box 50760, Sparks, Nevada 89435

Please review the following extracts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

**Davis Bacon and Related Acts 29 C.F.R. § 3.3(b):**

*Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period.*

**Davis Bacon and Related Acts 29 C.F.R. § 3.4(a):**

*Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work.*

**Please provide details of your regular weekly payroll date in order to ensure compliance with the above regulations (example: Friday after week ending date):**

Friday after week ending date

Further information regarding DBA/DBRA compliance can be found on the U.S. Department of Labor website.

For questions regarding certified payroll on Carson City construction projects please contact [documentcontrol@carson.org](mailto:documentcontrol@carson.org).

# CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

## CONSTRUCTION CONTRACTS EXCEEDING \$100,000

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

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

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

### **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

### FEDERAL CHANGES

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

### CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

- 1) Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 USC §§ 1681 1683 and 1685 –1687, 21 USC § 1101, 29 USC § 794, Title VI of the Civil Rights Act, as amended, 42 USC § 290dd – 290dd-2, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 3601, 42 USC § 4541, 42 USC § 6102, 42 USC § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12101, 42 USC § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 USC § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, , the Contractor agrees that it will comply with the identified Federal and State of Nevada laws and regulations, pertaining to City programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Nevada statutes and/or regulations that may be signed into law or promulgated.
- 2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
  - a. Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, 49 USC § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

- b. Sex - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 USC § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - c. Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 USC §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
  - d. Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- 3) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### INCORPORATION OF FTA TERMS

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

### ENERGY CONSERVATION

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

### TERMINATION PROVISIONS

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

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

### **DEBARMENT AND SUSPENSION**

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

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

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

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

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES


Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

**BUY AMERICA**

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

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

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

<u>Certificate of Compliance with 49 USC 5323(j)(1)</u>
The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
Sierra Nevada Construction, Inc. _____ <i>Bidder/Prime Contractor</i>
P.O. Box 50760, Sparks, Nevada 89435 _____ <i>Address, City, State, ZIP</i>
775-355-0420 _____ <i>Phone No</i>
Kevin L. Robertson _____ <i>Printed Name</i>
President _____ <i>Title/Position</i>
 _____ <i>Signature</i>
01/22/2026 _____ <i>Date</i>

<u>Certificate of Non-Compliance with 49 USC 5323(j)(1)</u>
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.
_____ <i>Bidder/Prime Contractor</i>
_____ <i>Address, City, State, ZIP</i>
_____ <i>Phone No</i>
_____ <i>Printed Name</i>
_____ <i>Title/Position</i>
_____ <i>Signature</i>
_____ <i>Date</i>

# CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

## PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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

## CLEAN AIR

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

## CLEAN WATER

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 USC 300f – 300j-6.
- 3) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

# CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

## LOBBYING

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq .)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, Sierra Nevada Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC A 3801, et seq., apply to this certification and disclosure, if any.

Kevin L. Robertson, President  
Printed Name of Contractor Representative

  
Signature of Contractor Representative

01/22/2026  
Date

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

### DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(a) **Required Contract Clauses.** The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) ***Minimum wages.***

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\)](#) and [\(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 USC 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.
- (2) **Withholding –**
- (i) **Withholding requirements.** The *(write in name of Federal Agency or the loan or grant recipient)* may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 USC 3901-3907](#).

(3) **Records and certified payrolls –**

(i) **Basic record requirements –**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 USC 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 USC 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements –**

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
  - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.
- (4) **Apprentices and equal employment opportunity –**
- (i) **Apprentices –**
- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- (ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
  - (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 USC 3144(b) or § 5.12(a).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 USC 3144(b) or § 5.12(a).
  - (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 USC 1001.
- (11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
  - (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.
- (b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) **Withholding for unpaid wages and liquidated damages —**
  - (i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - (B) A contracting agency for its procurement costs;
    - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    - (D) A contractor's assignee(s);
    - (E) A contractor's successor(s); or
    - (F) A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.
- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - (iv) Informing any other person about their rights under CWHSSA or this part.
- (c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- (d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- (e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

# CITY OF CARSON CITY, NEVADA

## CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

### CONSTRUCTION BID BOND (BONDING) REQUIREMENTS

(a) **Bid Security**

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

(b) **Rights Reserved**

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

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

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

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

### PERFORMANCE AND PAYMENT BONDING REQUIREMENTS - CONSTRUCTION

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

(a) **Performance bonds**

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

(b) **Payment bonds**

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

### PERFORMANCE AND PAYMENT BONDING REQUIREMENTS – NON-CONSTRUCTION

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

(a) The following situations may warrant a performance bond:

1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.

## CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
  2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.
- (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
    - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
    - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - (iii) Two and one half million if the contract price is increased.

### **ADVANCE PAYMENT BONDING REQUIREMENTS**

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

### **Patent Infringement Bonding Requirements (Patent Indemnity)**

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

### **Warranty of the Work and Maintenance Bonds**

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

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

### **SEISMIC SAFETY**

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

### **DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

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

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the

## **CITY OF CARSON CITY, NEVADA CDBG REQUIRED FEDERAL CLAUSES**

Required for all CDBG PWP's, pursuant to Section 3 of the HUD Act of 1968, 12 USC § 1701(u) and 24 CFR §§ 75 & 135

contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

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

# CARSON CITY PUBLIC WORKS

## WAGE COMPARISON WORKSHEET

Sierra Nevada Construction  
 Carson City - Carmine Street Rehab  
 Carson City, NV  
 Bid Number: 26300266

Project Cost: \$ -

*Bidder/Prime Contractor understands that they must compare ALL federal and state wages provided with this Invitation to Bid.*

Wage Determination Date: 01/09/2026  
 (if applicable) Redetermination Date:

Federal Building Wage Determination No. or N/A:: Mod No. Enter WD  
 Federal Heavy Wage Determination No. or N/A:: NV20260023 Mod No. 0  
 Federal Highway Wage Determination No. or N/A:: NV20260057 Mod No. 0  
 2025-2026 Prevailing Wage Rates Northern Nevada Rural Region: Amd No. 2

Applicable Wages for Project							
Wage Determination	Craft Description	Craft Group	Base	Zone	Fringe	Total	Overtime Rate
STATE PREVAILING WAGES	CARPENTER; CARPENTER JOURNEYMAN	0	\$ 64.42	\$ -	\$ -	\$ 64.42	\$ 96.63
FEDERAL HIGHWAY WAGES	OPERATOR (BACKHOE/EXCAVATOR/TRACKHOE) ENGI0003-040 07/01/2024	0	\$ 50.47	\$ -	\$ 30.38	\$ 80.85	\$ 106.09
FEDERAL HIGHWAY WAGES	OPERATOR (BOBCAT/SKID STEER/SKID LOADER) ENGI0003-041 07/01/2024	0	\$ 47.56	\$ -	\$ 30.38	\$ 77.94	\$ 101.72
FEDERAL HIGHWAY WAGES	OPERATOR (GRADE CHECKER) ENGI0003-043 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (GRADER/BLADE) ENGI0003-043 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (LOADER) ENGI0003-049 07/01/2024	0	\$ 50.28	\$ -	\$ 30.38	\$ 80.66	\$ 105.80
FEDERAL HIGHWAY WAGES	OPERATOR (MECHANIC) ENGI0003-053 07/01/2024	0	\$ 50.28	\$ -	\$ 30.38	\$ 80.66	\$ 105.80
FEDERAL HIGHWAY WAGES	OPERATOR (PAVER - ASPHALT, AGGREGATE, CONCRETE) ENGI0003-057 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (ROLLER) ENGI0003-065 07/01/24	0	\$ 60.39	\$ -	\$ 30.38	\$ 90.77	\$ 120.97
FEDERAL HIGHWAY WAGES	OPERATOR (FORKLIFT) ENGI0012-030 10/01/2025	0	\$ 60.84	\$ -	\$ 34.70	\$ 95.54	\$ 125.96
FEDERAL HIGHWAY WAGES	OPERATOR (SCRAPER) ENGI0012-041 10/01/2025	0	\$ 63.90	\$ -	\$ 34.70	\$ 98.60	\$ 130.55
STATE PREVAILING WAGES	LABORER GROUP 2	0	\$ 53.13	\$ -	\$ -	\$ 53.13	\$ 79.70
STATE PREVAILING WAGES	LABORER GROUP 3	0	\$ 53.28	\$ -	\$ -	\$ 53.28	\$ 79.92
STATE PREVAILING WAGES	LABORER GROUP 3	0	\$ 53.28	\$ -	\$ -	\$ 53.28	\$ 79.92
STATE PREVAILING WAGES	LABORER GROUP 1	0	\$ 53.03	\$ -	\$ -	\$ 53.03	\$ 79.55
STATE PREVAILING WAGES	LABORER GROUP 4	0	\$ 53.53	\$ -	\$ -	\$ 53.53	\$ 80.30
STATE PREVAILING WAGES	LABORER GROUP 4	0	\$ 53.53	\$ -	\$ -	\$ 53.53	\$ 80.30
STATE PREVAILING WAGES	LABORER GROUP 1A	0	\$ 51.16	\$ -	\$ -	\$ 51.16	\$ 76.74
STATE PREVAILING WAGES	CEMENT MASON; JOURNEYMAN	0	\$ 56.92	\$ -	\$ -	\$ 56.92	\$ 85.38
STATE PREVAILING WAGES	LABORER GROUP 1	0	\$ 53.03	\$ -	\$ -	\$ 53.03	\$ 79.55
STATE PREVAILING WAGES	TRUCK DRIVER (NON-UNION)	0	\$ 38.53	\$ -	\$ -	\$ 38.53	\$ 57.80
STATE PREVAILING WAGES	OPERATOR ENGINEER; GROUP 6	0	\$ 77.93	\$ -	\$ -	\$ 77.93	\$ 116.90
FEDERAL HEAVY WAGES	OPERATOR EQUIPMENT OPERATOR; (GROUP 4 SCREED OPERATOR) ENGI0012-015 10/01/2025	0	\$ 63.57	\$ -	\$ 34.70	\$ 98.27	\$ 130.06
FEDERAL HEAVY WAGES	OPERATOR; (GROUP 12 RUBBER-TIRED SELF-LOADING SCRAPER OPERATOR) ENGI0012-016 10/01/2025	0	\$ 64.19	\$ -	\$ 34.70	\$ 98.89	\$ 130.99

Note: Federal Rates do not have "Premium Pay" requirement. Any State classification will have "Premium Pay" requirements adhered to should those come into play.



## CARSON CITY PUBLIC WORKS Federal Wage Comparison Worksheet

**Part 4a. Wage Determination Numbers & Modification Numbers from the '(1) Wage Comparison Worksheet' tab.**

*(Cells auto-populate from the Wage Comparison Worksheet.)*

Version 11/2025

Federal Building Wage Determination:	Enter WD	Mod:	Enter WD	← Enter the Wage Determination number on the Wage Comparison Worksheet (if applicable to project)
Federal Heavy Wage Determination:	NV20260023	Mod:	0	
Federal Highway Wage Determination:	NV20260057	Mod:	0	

This sheet is used to compare federal wages when more than one (1) Federal Wage Determination (BLDG, HEAVY, HWY) was provided with this Invitation to Bid.

*Continue to Part 4b. ↓*

**Part 4b. Enter Craft Data in the table below for each applicable Federal Wage Determination for this project.**

*(Grayed-Out Cells are View-Only)*

Building Wage Determination					Heavy Wage Determination					Highway Wage Determination				
FEDERAL CRAFT; UNION CODE; DATE	Craft Group	Base	Fringe	Total	FEDERAL CRAFT; UNION CODE; DATE	Craft Group	Base	Fringe	Total	FEDERAL CRAFT; UNION CODE; DATE	Craft Group	Base	Fringe	Total
<i>Grayed-out cells indicate there is no Building Wage Determination number entered on the previous tab.</i>					<i>Grayed-out cells indicate there is no Heavy Wage Determination number entered on the previous tab.</i>					<i>Grayed-out cells indicate there is no Highway Wage Determination number entered on the previous tab.</i>				
					CARPENTER; CARP1971-008 07/01/2025		\$ 46.50	\$ 17.92	\$ 64.42	CARPENTER CARP1977-008 07/01/25		\$ 46.50	\$ 17.92	\$ 64.42
					TRUCK DRIVER (DUMP TRUCK) SUNV2014-023 09/08/2016		\$ 49.93	\$ 30.38	\$ 80.31	OPERATOR (BACKHOE/EXCAVATOR/TRACKHOE) ENGI0003-040 07/01/2024		\$ 50.47	\$ 30.38	\$ 80.85
					OPERATOR; (BOBCAT/SKID STEER/SKID LOADER) SUNV2014-023 09/08/2016		\$ 34.41	\$ -	\$ 34.41	OPERATOR (BOBCAT/SKID STEER/SKID LOADER) ENGI0003-041 07/01/2024		\$ 47.56	\$ 30.38	\$ 77.94
										OPERATOR (GRADE CHECKER) ENGI0003-043 07/01/2024		\$ 50.71	\$ 30.38	\$ 81.09
					OPERATOR; (GRADER/BLADE) SUNV2014-023 09/08/2016		\$ 26.77	\$ 9.57	\$ 36.34	OPERATOR (GRADER/BLADE) ENGI0003-043 07/01/2024		\$ 50.71	\$ 30.38	\$ 81.09
					OPERATOR (LOADER) SUNV2014-023 09/08/2016		\$ 33.37	\$ 17.25	\$ 50.62	OPERATOR (LOADER) ENGI0003-049 07/01/2024		\$ 50.28	\$ 30.38	\$ 80.66
					POWER EQUIPMENT OPERATOR; (MECHANIC) ENGI0003-030 07/01/2024		\$ 49.93	\$ 30.38	\$ 80.31	OPERATOR (MECHANIC) ENGI0003-053 07/01/2024		\$ 50.28	\$ 30.38	\$ 80.66
					FRATOR (PAVER (ASHPHALT, AGGREGATE, CONCRETE)) SUNV2014-023 09/08/2016		\$ 29.57	\$ -	\$ 29.57	FRATOR (PAVER - ASHPHALT, AGGREGATE, CONCRETE) ENGI0003-057 07/01/2024		\$ 50.71	\$ 30.38	\$ 81.09
					OPERATOR (ROLLER) SUNV2014-023 09/08/2016		\$ 28.50	\$ 19.69	\$ 48.19	OPERATOR (ROLLER) ENGI0003-065 07/01/24		\$ 60.39	\$ 30.38	\$ 90.77
					POWER EQUIPMENT OPERATOR; (GROUP 8; COMPACTOR) ENGI0012-015 10/01/2025		\$ 63.90	\$ 34.70	\$ 98.60	OPERATOR (FORKLIFT) ENGI0012-030 10/01/2025		\$ 60.84	\$ 34.70	\$ 95.54
					LABORER (MASON TENDER CEMENT/CONCRETE) LAB00169-003 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50	OPERATOR (SCRAPER) ENGI0012-041 10/01/2025		\$ 63.90	\$ 34.70	\$ 98.60
										LABORER (MASON TENDER CEMENT/CONCRETE) LAB00169-010 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50
					LABORER (CONCRETE SAW) LAB00169-003 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50	LABORER (JACKHAMMER) LAB00169-010 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50
					(LABORER CONES/BARRICADES/BARRELS-SETTER/MOVER/SWEEPER) LAB00169-003 10/01/2024		\$ 33.95	\$ 16.30	\$ 50.25	LABORER (CONCRETE SAW) LAB00169-012 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50
					LABORER (ASPHALT SHOVELER, SPREADER & DIST) LAB00169-003 10/01/2024		\$ 34.20	\$ 16.30	\$ 50.50	(LABORER CONES/BARRICADES/BARRELS-SETTER/MOVER/SWEEPER) LAB00169-010 10/01/2024		\$ 36.70	\$ 16.30	\$ 53.00
										LABORER (ASPHALT, INC RAKER, SHOVELER, SPREADER & DIST) LAB00169-014 10/01/2024		\$ 34.45	\$ 16.30	\$ 50.75
					LABORER (PIPELAYER) LAB00169-003 10/01/2024		\$ 34.45	\$ 16.30	\$ 50.75	LABORER (PIPELAYER) LAB00169-014 10/01/2024		\$ 34.45	\$ 16.30	\$ 50.75
					TRAFFIC CONTROL (FLAGGER) LAB0169-003 10/01/2024		\$ 32.08	\$ 16.30	\$ 48.38	TRAFFIC CONTROL (FLAGGER) LAB0169-016 10/01/2025		\$ 32.08	\$ 16.30	\$ 48.38
					CEMENT MASON/CONCRETE FINISHER; PLAS0797-009 10/01/2025		\$ 43.06	\$ 13.69	\$ 56.75	CEMENT MASON/CONCRETE FINISHER PLAS797-010 10/01/202		\$ 43.06	\$ 13.69	\$ 56.75
					LABORER (COMMON OR GENERAL) LAB00169-003 10/01/2024		\$ 33.95	\$ 16.30	\$ 50.25	LABORER (COMMON OR GENERAL) SUNV2021-012 03/01/2024		\$ 27.30	\$ 12.35	\$ 39.65
					TRUCK DRIVER (DUMP TRUCK) SUNV2014-023 09/08/2016		\$ 22.28	\$ -	\$ 22.28	TRUCK DRIVER (DUMP TRUCK) SUNV2021-012 03/01/2024		\$ 27.14	\$ -	\$ 27.14
					OPERATOR; (BROOM/SWEEPER) SUNV2014-023 09/08/2016		\$ 36.66	\$ 12.22	\$ 48.88					
					TRUCK DRIVER (DUMP TRUCK) SUNV2014-023 09/08/2016		\$ 63.57	\$ 34.70	\$ 98.27					
					OPERATOR; (GROUP 12 RUBBER-TIRED SELF-LOADING SCRAPER OPERATOR) ENGI0012-015 10/01/2025		\$ 64.19	\$ 34.70	\$ 98.89					
					LABORER (ASPHALT RAKER) SUNV2014-023 09/08/2016		\$ 34.45	\$ 16.30	\$ 50.75					

*Continue to Part 5 on '(1) Wage Comparison Worksheet' tab. ←*



# CITY OF CARSON CITY, NEVADA BABAA CERTIFICATION

*Due from Bidder/Prime Contractor with bid submission.  
Due via VPM from Subcontractor prior to commencing work.*

For federal financial assistance programs subject to BABAA, contractors and all subcontractors must sign and submit the following certification at the time of bid.

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

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials in the project are produced in the United States." Section 70914 of Public Law No. 111-58, 70901-52.

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

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any, and understands and agrees that the provisions of 31 U.S. Code Subtitle III Chapter 38, ADMINISTRATIVE REMEDIES FOR FALSE CLAIMS AND STATEMENTS, apply to this certification and any (if applicable) disclosure.

Sierra Nevada Construction, Inc.  
\_\_\_\_\_  
*Bidder/Prime Contractor*

Kevin L. Robertson  
\_\_\_\_\_  
*Printed Name*

President  
\_\_\_\_\_  
*Title/Position*

  
\_\_\_\_\_  
*Signature*

01/22/2026  
\_\_\_\_\_  
*Date*

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ Congressional District, if known:	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI): _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Kevin L. Robertson</u> Print Name: <u>Kevin L. Robertson</u> Title: <u>President</u> Telephone No.: <u>775-355-0420</u> Date: <u>01/22/2026</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

MIA

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

# CITY OF CARSON CITY, NEVADA LOBBYING CERTIFICATION 31 U.S.C. § 1352

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

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

### RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ([Carson City document CC-015](#)) Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Sierra Nevada Construction, Inc.  
Contractor/Company Name

P.O. Box 50760, Sparks, Nevada 89435  
Address, City, State, ZIP

Kevin L. Robertson  
Printed Name of Authorized Official

President  
Title/Position

  
Signature of Authorized Official

01/22/2026  
Date

# CITY OF CARSON CITY, NEVADA SUSPENSION OR DEBARMENT

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

## AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 & 1200

STATE OF Nevada }  
COUNTY OF Washoe } SS

I, Kevin L. Robertson, President  
*Name of Party signing this Affidavit and the Proposal Form* *Title/Position*

being duly sworn, do depose and say that Sierra Nevada Construction, Inc. has not,  
*Person, Firm, Association, or Corporation*

either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

*(Insert Exceptions, attach additional sheets)*

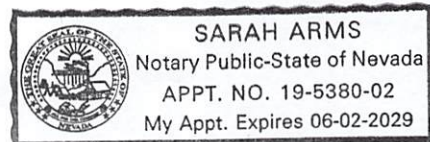
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City of Carson City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency,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

*Kevin L. Robertson*  
*Signature*

President  
*Title/Position*

Sworn to before me this 22nd day of January, 2026.

*Sarah Arms*  
*Notary Public, Judge, or other Official*



(SEAL)

# CITY OF CARSON CITY, NEVADA BIDDER EEO CERTIFICATION

Due from Bidder/Prime Contractor with bid submission.

## CERTIFICATION OF BIDDER/CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

### CERTIFICATION

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

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

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

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

Sierra Nevada Construction, Inc.  
\_\_\_\_\_  
*Bidder/Prime Contractor*

Kevin L. Robertson  
\_\_\_\_\_  
*Printed Name*

President  
\_\_\_\_\_  
*Title/Position*

  
\_\_\_\_\_  
*Signature*

01/22/2026  
\_\_\_\_\_  
*Date*

# CITY OF CARSON CITY, NEVADA SECTION 3 CERTIFICATIONS

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractor via VPM at award.*

## CERTIFICATION OF BIDDER/CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES


The undersigned hereby certifies that:

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

Sierra Nevada Construction, Inc.  
\_\_\_\_\_  
*Bidder/Prime Contractor*

Kevin L. Robertson  
\_\_\_\_\_  
*Printed Name*

President  
\_\_\_\_\_  
*Title/Position*

 \_\_\_\_\_ 01/22/2026  
*Signature* *Date*

*This certification is to be completed by the contractor and submitted with the bid document.*

*Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.*

# CITY OF CARSON CITY, NEVADA

## SECTION 3 ESTIMATED WORK FORCE BREAKDOWN

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractor via VPM at award.*

**To be completed by Bidders/Contractors during the bidding process:**

1. Bidder/Prime Contractor Sierra Nevada Construction, Inc.	2. Dollar Amount of Contract	3. Project Name Carmine Street Rehabilitation
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435	4. Project Manager Emma Crossman	5. Phone (775) 355-0420

**Employment & Training**

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of New Hires to be added to this Project	Number of New Hires that are Section 3 Residents or Low Income Persons
Professionals				
Technicians				
Office/Clerical				
Construction by Trade, List Below:				
Trade: Laborer	2			
Trade: Operator	3			
Trade: Operator Foreman	1			
Trade: Grade Setter	1			
Trade: Pipe Laborer	4			
Trade: TC Supervisor	1			
Trade: Flagger	1			
Apprenticeship				
Other, List Below:				
Other: Mechanic	1			
Other: AC Raker	3			
Other:				

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

# CITY OF CARSON CITY, NEVADA SECTION 3 CLAUSE

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractor via VPM at award.*

## CONTRACTOR SECTION 3 PLAN

Bidder/Prime Contractor agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within the City or County of Carson City

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

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

Sierra Nevada Construction, Inc.

*Bidder/Prime Contractor*

Kevin L. Robertson

*Printed Name*

President

*Title/Position*



*Signature*

01/22/2026

*Date*

# CITY OF CARSON CITY, NEVADA

## SECTION 3 CLAUSE

Due from Bidder/Prime Contractor with bid submission.

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled
- (1) after the contractor is selected but before the contract is executed, and
  - (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
- F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section

# CITY OF CARSON CITY, NEVADA

## SECTION 3 CLAUSE

Due from Bidder/Prime Contractor with bid submission.

7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### CONTRACTOR'S REQUIREMENTS

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

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

# CITY OF CARSON CITY, NEVADA CERTIFICATION OF NOTICE TO WORKERS & SUBCONTRACTORS

*Due from Bidder/Prime Contractor with bid submission.  
Due from Subcontractors via VPM prior to commencing work.*

In addition to the requirements of NRS 338.020 and 338.126, contractors engaged on public works projects will ensure that all workers employed on this public works project are notified in writing of the Federal and/or State Prevailing Wage(s) they are entitled to on this project. Contractors will also ensure that subcontractors engaged on this public works project will ensure the same for their workers.

The undersigned hereby certifies that they can meet the requirements above and will retain documented evidence of such notification for a period of not less than two (2) years from the date of notice.

Sierra Nevada Construction, Inc.

*Company / Firm / Contractor*

P.O. Box 50760, Sparks, Nevada 89435

*Company / Firm / Contractor Address*

Kevin L. Robertson

*Printed Name of Authorized Official*

President

*Title/Position*



*Signature of Authorized Official*

01/22/2026

*Date*



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** March 11, 2026

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) submission of a Letter of Intent (“LOI”) and Traffic Safety Grant (“Grant”) application to the Nevada Department of Public Safety’s Office of Traffic Safety (“OTS”) for \$28,000, which includes \$21,000 in Grant funding and a required 25 percent local match of \$7,000, for a comprehensive safety and education campaign to increase awareness of bicycle and pedestrian laws and reduce fatal and serious injury crashes; and (2) authorization for the Transportation Manager to accept the Grant if awarded. (Erica Roselius, Transportation Planner/Analyst)

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

### **Proposed Motion**

I move to approve the submission of the LOI and the Grant application and to authorize the Transportation Manager to accept the Grant if awarded.

### **Board's Strategic Goal**

N/A

### **Previous Action**

March 12, 2025 (Item 5.C) – The Regional Transportation Commission (“RTC”) approved the submission of the LOI and Grant application to fund a safety campaign in the amount of \$13,333. The grant was awarded for Federal Fiscal Year (“FFY”) 2026, and the funds are being used for safety Public Service Announcements (PSAs), social media campaigns, and outreach programs to address pedestrian safety and reduce fatal and serious injury crashes.

March 13, 2024 (Item 5.F) - The RTC approved the submission of the LOI and Grant application to fund a safety campaign in the amount of \$13,333. The grant was awarded for FFY 2025, and the funds were used to establish the Carson City Community Traffic/Road Safety Task Force and for public outreach such as the multi-month “Don’t Pass a School Bus” campaign.

### **Background/Issues & Analysis**

The OTS announced the opening of the Grant opportunity on February 3, 2026. Applications are due by April 24, 2026. Grant funds are provided by the National Highway Traffic Safety Administration and the Nevada Department of Transportation for education, enforcement of traffic laws, and adoption of safe driving behaviors that support the State’s Strategic Highway Safety Plan. The OTS is specifically interested in proposals that address speeding and aggressive driving, impaired and distracted driving/riding/walking, pedestrian and/or bicyclist safety, and community-based traffic safety programs

that reach underserved communities. Projects that foster collaboration amongst community resources are encouraged.

Prior to submitting the Grant application, the staff must submit a proposal to OTS through a LOI. If the LOI is approved, the Grant application can be submitted to OTS.

Staff is seeking approval to submit the LOI and Grant application to fund a safety campaign in the amount of \$21,000 in Grant funding with a 25 percent local match of \$7,000, for a total of \$28,000. These funds would be used to support a safety campaign aimed at addressing fatal and serious injury crashes through a multifaceted approach that engages the public and various media. By leveraging print, online, and social media platforms, the program intends to reach a broad audience with impactful messages focusing on safe driving practices, traffic laws related to bicycle and pedestrian activities, student pedestrian and bicycle safety, awareness of high-risk areas, and the importance of adhering to traffic regulations.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** RTC, Federal Grant revenue account / 2503082-431010. RTC, Safety Improvements Account / 2503035-507010, Project No. P303517008.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The Federal share of program costs for which an expenditure is made under the Grant may not exceed 75 percent, with a 25 percent minimum local match. If approved, the total estimated local match would be approximately \$7,000. This local match would be paid from the RTC Safety Improvements Fund, Project No. P303517008, 2503035-507010. If approved and awarded the grant, the revenue and capital project expenses will be augmented by \$21,000.

**Alternatives**

Do not approve the submission of the LOI or Grant application and provide alternate direction to staff.

**Attachment(s):**

[5B\\_RTC\\_Exhibit1 - Draft LOI.pdf](#)

[5B\\_RTC\\_Exhibit 2 - Public Safety-OTS LOI for Grant Funding.pdf](#)

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

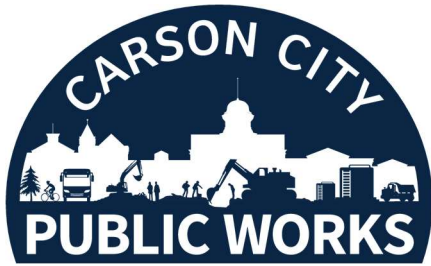
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\_\_\_\_\_  
(Vote Recorded By)



## CARSON CITY NEVADA

### Consolidated Municipality and State Capital

## PUBLIC WORKS

February 25, 2026

PRELIMINARY LOI
-----------------

Nevada Department of Public Safety  
Office of Traffic Safety  
107 Jacobsen Way  
Carson City, NV 89711-0525

Dear Office of Traffic Safety,

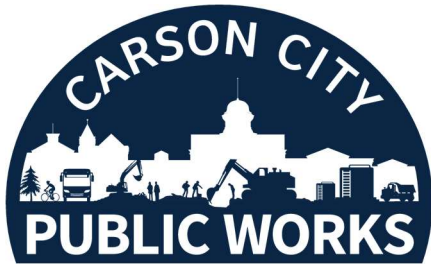
The Carson City Regional Transportation Commission and Carson City Public Works are pleased to submit this Letter of Intent (LOI) to the Office of Traffic Safety (OTS) 2027 grant funding opportunity. The funding will be used to support a comprehensive safety and education campaign aimed at increasing awareness of bicycle and pedestrian-related laws and reducing fatal and serious injury crashes. Carson City Public Works, in partnership with Western Nevada Safe Routes to School, and the Carson Area Metropolitan Planning Organization is dedicated to promoting community well-being, and we believe that this project aligns perfectly with the OTS mission to enhance public safety.

#### **Project Description:**

The proposed safety campaign project aims to address the pressing issue of fatal and serious injury crashes through a multi-faceted approach utilizing public engagement and various forms of media. By leveraging print, online and social media platforms, we intend to reach a broad audience with impactful messages focusing on safe driving practices, particularly for new and older drivers, traffic laws related to bicycle and pedestrian activities, student pedestrian and bicycle safety, awareness of high-risk areas, and the importance of adhering to traffic regulations.

#### **Project Objectives:**

1. **Education and Awareness:** Develop and disseminate educational materials through brochures, posters, movie theater PSAs, street banners, and online resources to inform the community about safe driving practices and potential risks. Collaborate with other community stakeholders to create shared outreach campaigns that will increase reach to both drivers and vulnerable road users.
2. **Media Partnerships:** Utilize and strengthen established partnerships with local media outlets, including newspapers and online platforms, to amplify campaign messages and reach diverse demographics.
3. **Social Media Engagement:** Launch an interactive social media campaign, leveraging platforms such as Facebook and Instagram, to engage the community actively and encourage the sharing of safety tips and experiences.
4. **Community Events:** Participate in safety-focused community events and provide hands-on guidance to foster a culture of responsible driving, along with safe walking and biking for students.



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

**Impact of Traffic Safety:**

1. Increased Awareness: Enhance public awareness regarding the importance of safe driving practices, along with safe walking and biking for students, through media campaigns and community engagement.
2. Behavioral Change: Encourage positive behavioral changes among drivers, pedestrians, and cyclists to contribute to overall road safety.
3. Reduction in Crashes: Decrease the number of fatal and serious injury crashes within our target community.

Carson City applied for and received this grant in 2025 and 2026. To date, we have completed tasks including the start of the Carson City Community Traffic/Road Safety Task Force as well as outreach to local drivers with a “Don’t Pass a School Bus” campaign utilizing bus and bus shelter billboards. Traffic safety related social media posts have cumulatively received over 22,000 views and movie theater video placements reached an estimated 265,000 moviegoers in 2024 and 260,000 moviegoers in 2025. We will amplify our reach this year with a downtown over the street banner while adding more outreach events and safety campaigns in collaboration with our community partners. We believe that with the support of the Office of Traffic Safety, we can continue to make significant strides in promoting road safety within our community. We are committed to transparency and accountability in the successful implementation of this safety campaign.

Budget Overview: Total: \$28,000  
Grant: \$21,000  
25% Match: \$7,000

Thank you for considering our letter of interest. We look forward to the opportunity to submit a comprehensive grant application and discuss this proposal further.

Sincerely,

Chris Martinovich, PE  
Transportation Manager  
775.283.7367

Joe Lombardo  
*Governor*



Nevada Department of  
**Public Safety**  
Office of Traffic Safety

George Togliatti  
*Director*

Kristi Defer  
*Deputy Director*

Amy Davey  
*Administrator*

107 Jacobsen Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-7470 Fax (775) 684-7482

## Traffic Safety Grant Funding Opportunities

Grant funds are provided by the National Highway Traffic Safety Administration (NHTSA) and the Nevada Department of Transportation (NDOT) for education, enforcement of traffic laws, and adoption of safe driving behaviors that support the State's Strategic Highway Safety Plan.

Projects and programs that introduce innovative ideas or best practices with measurable outcomes are encouraged, as are programs that foster collaboration amongst community resources.

Nevada's OTS is interested in proposals that address the following:

- Speeding and aggressive driving
- Impaired driving, riding, or walking
- Distracted driving
- Pedestrian, bicyclist, and/or motorcycle safety
- Preventing roadside deaths or injuries of first responders or in work zones // Move Over Law
- Protecting passengers and children during vehicle operation
- Protecting children and others from risks related to being left unattended in a vehicle
- Community based traffic safety programs
- Traffic safety studies and improved data collection
- Public health partnerships and Emergency Management Services (EMS)
- New drivers, older drivers, and/or programs that reach underserved communities.

More information and resources are found on the OTS grant portal: <https://ots-nv.intelligrants.com/>. Please refer to the resource links below for navigating the grant portal for FY2027 projects.

Request for Proposal period opens March 23, 2026

**Deadline for completed applications is April 24, 2026**

Resources for traffic safety data and recommended countermeasures can be found by following these links:

[Nevada Traffic Fatality Statistics](#)

[National Highway Traffic Safety Administration](#)

[Countermeasures That Work | NHTSA](#)

[Zero Fatalities Nevada](#)

[Strategic Highway Safety Plan](#)

In addition to the previous listing, specific projects Nevada's OTS would like to receive LOIs on include the following:

- Projects to provide bi-lingual child passenger safety services in Clark County and in rural areas
- Projects that support Law Enforcement Phlebotomy Programs
- Projects specific to motorcyclist safety that address impaired riding, speed, and aggressive riding
- Projects to address young driver safety by utilizing interactive programs and/or behind the wheel training throughout the state, with a special interest in rural and underserved communities
- Projects that support DUI data sharing and integration of adjudication, arrest, toxicology and remediation data and treatment programs
- Public safety and first responder activities or programs that engage and provide education to communities
- Community organizations, public health providers, educational programs, and/or local associations that work directly with underserved or at-risk Nevada populations to provide traffic safety training, education and outreach
- Workplace based projects that support traffic safety, including partnerships with large industries, employers and compatible business sectors (automotive, hospitality, etc.)
- Projects to provide booster seat education and distribution specifically for children five to 13 years of age.
- Projects that reduce fatal crashes involving commercial motor vehicles
- Projects to address older driver education and preparing for driving retirement
- Projects that employ Traffic Gardens and build education programs around them
- Projects that further support impaired driving, to include:
  - Court support of impaired driving prevention efforts
  - Training and use of alcohol and drug screening and brief intervention
  - Training on tools used to identify and accurately sentence high risk impaired drivers
  - Technology to monitor impaired driving offenders
  - Blood alcohol and drug concentration screening and testing
  - 24/7 program start-up support

New partnerships and organizations that work with underserved or at-risk communities are encouraged to apply. Applications are submitted through email at [OTSeGrants@dps.state.nv.us](mailto:OTSeGrants@dps.state.nv.us); however, any member of our staff is happy to assist. If you have any questions, or would like to walk through your proposal prior to submitting, please contact the Supervising Grants & Projects Analyst, Dominic Dickey- Scherk, at [d.dickey@dps.state.nv.gov](mailto:d.dickey@dps.state.nv.gov) or (775) 684-7477, or the Deputy Administrator, Michelle Farmer, at [mfarmer@dps.state.nv.us](mailto:mfarmer@dps.state.nv.us) or (775) 684-7473



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** March 11, 2026

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) the submission of an application to the Nevada Aging and Disability Services Division (“ADSD”) for a Competitive Subaward Grant (“Grant”) seeking \$132,000 for Fiscal Year (“FY”) 2027 subject to a \$19,800 local match, to support the Jump Around Carson (“JAC”) Senior Bus Pass Program (“Program”); (2) authorization for the Transportation Manager to execute the Grant agreement as well as any future amendments to the Grant regarding extensions of time or changes in funding amounts not exceeding 10 percent of the present amount; and (3) a summary of the Program including the status, various statistics, and a summary of upcoming events. (Marcus Myers, Transit Coordinator)

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

### **Proposed Motion**

I move to approve the submission of the Grant application and to authorize the Transportation Manager to execute the Grant agreement and future amendments regarding extensions of time and changes in funding not exceeding 10 percent of the present amount.

### **Board's Strategic Goal**

N/A

### **Previous Action**

N/A

### **Background/Issues & Analysis**

The Program is highly successful, utilized by hundreds of seniors each year. The Grant has been a critical component of the Program’s success. Without ADSD funding, it is likely that Carson City could not justify continued distribution of the free passes, and seniors could be required to pay \$0.75 for each one-way trip or \$20.00 for a monthly pass. The Grant funding also serves as a critical local matching fund for Federal Transit Administration grants used to operate JAC.

During FY 2025, a total of 545 senior passes were distributed. Approximately 518 passes have been issued so far in FY 2026. JAC forecasts that at least 550 passes will be distributed in FY 2027. If the equivalent number of monthly passes were issued each month over the 12-month period, the estimated fare revenue would be \$132,000, which is equal to the amount being requested by the Grant application. Since FY 2021, Carson City Public Works has received \$96,750 from ADSD through the Supportive

Services for Older Americans and Family and Informal Caregiver grant opportunity. This competitive grant is advertised with \$72,000 allocated to Carson City. While ADSD has awarded more than the allocated amount, funding has not always matched JAC's request. In FY 2022, for example, \$108,000 was requested, but only \$96,750 was awarded. Staff are again seeking a high amount to account for the increased distribution of passes. If we are not awarded the funding, or the funding awarded is less than we request, staff seek direction on options related to the continuance and/or number of passes to be issued.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Transit Fund, State Grants revenue account / 2253081-434010

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If approved, and the Grant is awarded, the Transit Fund, will be augmented, State Grants account will be increased by \$132,000. The Grant requires a match of \$19,800 which will come from various other Transit Fund accounts and can include fares collected on JAC's fixed route service. Fares for Seniors will be reduced, so there will be a net zero effect on ticket sales.

**Alternatives**

Do not approve submission of the Grant application and direct staff to retract the application.

**Attachment(s):**

[5C\\_RTC\\_Exhibit 1 - SFY27\\_ADSD\\_Senior\\_Grant\\_Competitive\\_NOFO.pdf](#)

[5C\\_RTC\\_Exhibit 2 - SFY27\\_ADSD\\_Senior\\_Grant\\_Competitive\\_Application.pdf](#)

[5C\\_RTC\\_Exhibit 3 - Letter of Support.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



**Nevada Department of Human Services**  
**Aging and Disability Services Division**  
**Office of Community Living**

**Notice of Funding Opportunity**  
**Supportive Services for Older Adults and**  
**Family and Informal Caregivers**

*(Includes Homemaker Services for People with Disabilities)*

**Funding Opportunity Number: ADSD-SS-2027-C**

**Applications Due: March 20, 2026**

## Table of Contents

Funding Opportunity Description .....	3
Resources .....	6
Award Information .....	8
Service Categories .....	8
Transportation.....	8
In-Home Services .....	8
Caregiver Support Services .....	8
Food Security.....	8
Health Promotion Services .....	8
Application and Submission Information.....	10
Application Review Information .....	11
Form Instructions.....	13
ADSD Subaward Application with Project Narrative – PDF File – Instructions .....	13
ADSD Subaward Budget Template – Excel File – Instructions .....	15
ADSD Work Plan – Word File – Instructions .....	18
Application Checklist .....	19
Appendix 1 – Transportation.....	20
Appendix 2 – In Home Services .....	24
Appendix 3 – Caregiver Support Services .....	27
Appendix 4 – Food Security.....	30
Appendix 5 – Health Promotion Programs.....	33

## State of Nevada

### Aging and Disability Services Division

<b>Funding Opportunity Title:</b>	Supportive Services
<b>Project Period:</b>	July 1, 2026 – June 30, 2028
<b>Budget Period:</b>	July 1, 2026 – June 30, 2027
<b>Due Date for Applications:</b>	March 20, 2026

### Funding Opportunity Description

#### Background

The Aging and Disability Services Division (ADSD) is seeking partner organizations to provide Services and Supports for Nevada’s older adults, people with disabilities (homemaker services), and family and informal caregivers. ADSD has multiple funding streams for the provision of services to help the populations served live independently and to remain active within their communities.

This funding opportunity is in line with the ADSD mission:

*To empower individuals and their support systems by providing resources for disabilities and aging – connecting Nevadans to services and improving their quality of life.*

As the designated State Unit on Aging, ADSD developed a four-year State Plan for Aging that outlines goals and objectives for the aging services network. This plan is based on consumer input, federal priorities, and state initiatives. This plan helps guide the priorities for the competitive subaward process. The following goals are established in the State Plan for Aging:

- Goal 1: Promote and encourage older Nevadans and their families to make informed choices through a coordinated No Wrong Door (NWD) network.
- Goal 2: Promote age friendly communities for Older Nevadans and their families throughout Nevada.
- Goal 3: Lead efforts to strengthen equity in service delivery throughout Nevada for targeted populations through collaborations and networking.
- Goal 4: Build capacity of community providers through partnership and leveraging resources.
- Goal 5: Increase healthcare advocacy and protections for adults who are vulnerable.

Through combined efforts of community members, individuals with lived experience, organizations, and state agencies, ADSD has developed a division-specific Olmstead Plan which sets forth strategies to ensure older adults and people with disabilities have the opportunity to achieve optimal quality of life in the community of their choice. The Olmstead Plan guides the priorities of the competitive subaward process and improves service delivery and outreach efforts. The following goals are established in the State Plan for Aging:

- Goal 1: Improve knowledge about ADSD services and other resources.

- Goal 2: Expand workforce capacity to serve people in community-based settings.
- Goal 3: Increase accountability within ADSD for the implementation of timely, high quality, community-based services for individuals with disabilities.
- Goal 4: Embed a person-centered culture among all ADSD staff and within Division operations.
- Goal 5: Develop a systems-wide approach to address the comprehensive needs of individuals with disabilities from a person-centered framework.

In State Fiscal Year (SFY) 2026, ADSD issued over \$16.8 million dollars for services and supports through subawards. Subawards funded both core and additional services and supports, including but not limited to Transportation, In-Home Services (including Homemaker, Senior Companion, Representative Payee, Home Modification, and Personal Emergency Response System), Caregiver Support Services (including Respite and Adult Day Care), Food Security, Health Promotion (Evidence Based) Programs, and Assisted Living Supportive Services,, to address the diverse needs of Nevada’s older adults, people with disabilities, and family caregivers.

### Current Challenges

According to the 2020 Elders Count Report, Nevada’s older adult population continued to grow at rates more than double that of the national rate. Currently the population growth trend for older adults in Nevada continues to outpace growth in other age groups within Nevada. Between 2011 and 2019, Nevada's overall population increased by 13.1%. As stated in the 2023 Nevada Elders Count report, the U.S. Census (American Community Survey: 2019 1-Year Estimates) identified that Nevada's 65 and older population increased by 46% and the 85 and older population increased by 20%. The 55 and older population, currently aging into the Older Americans Act Title III and Medicare eligible population, increased by 32%. The continued population growth of the age 55 to 64 bracket is projected to last into the next decade. The report states that this growth will impact available resources.

This growth is expected to continue through at least 2030. According to the 2020 U.S. Census Bureau results, 16.9% of Nevada’s total population are individuals age 65 and older and 14.3% of Nevada’s population are people living with one or more disability.

Nevada Population – Older Adults:

<https://data.census.gov/vizwidget?q=040XX00US32&infoSection=Older%20Population>

Nevada Population – Individuals with Disabilities:

<https://data.census.gov/vizwidget?q=040XX00US32&infoSection=Disability>

Through the development of the State Plan for Aging Services and the Olmstead Plan, ADSD has identified several system challenges to be considered throughout the subaward process and in implementing future services.

### Limited Resources

Despite a steadily increasing growth rate each year in Nevada's population, funding is not keeping pace. While ADSD has been able to diversify funding streams to support the needs of older adults, caregivers, and people with disabilities in Nevada, financial resources remain limited. The national funding formulas for Older Americans Act (OAA) programs have not kept pace with population growth or the increased costs of service provision.

In addition to limited financial resources, Nevada is experiencing unprecedented shortages in providers across the state. While these shortages have significant impacts on Nevada's Medicaid Waiver services, they also drastically impact the community services available through ADSD subaward recipients. Many areas of the state do not have a sufficient provider base to serve diverse populations. Local governments can often be the only available provider, yet most indicate they have been under-resourced or are limited in service options. In many communities, volunteers could be a potential solution to meet the needs of older adults, but there has been a shortage of willing and qualified volunteers.

### Coordination of Services

Collaboration among community partners is critical for the effective coordination of services. Collaboration helps ensure resources are leveraged efficiently and individuals receive comprehensive services and supports that address their varied needs. Collaboration also reduces duplication of efforts, addresses service gaps and creates a better experience for those being served. While collaborative efforts have fluctuated over time for various reasons, strengthening partnerships amongst community partners remains a priority for ADSD. Moving forward, ADSD will continue to encourage and support efforts to increase coordination of services. Conversations with providers and older adults alike continue to cite 'information about services' as one of the top needs in accessing services. Increased coordination is essential for accurate and consistent service information throughout Nevada's provider network.

### Impact of Services

Historically, ADSD and community partners focused on the number of people served and the units of service (outputs). Nationally and within Nevada there has been a gradual shift to identify target populations and put emphasis on the *impact* of service delivery to these populations (outcomes). This shift is critical to fuel advocacy efforts for sustained and increased funding. Cost effective services are necessary. However, high quality services that promote a person-centered approach, individualized options, and support individuals in addressing their long-term goals and needs are essential. Health in Aging is a state initiative to ensure people have access to the services that impact social determinants of health. Supportive services that contribute to healthy aging through a holistic person-centered approach are a priority in Nevada.

### Funding Description

This funding opportunity is supported by federal funds from the Older Americans Act (Titles III-B, III-D, and III-E), Social Services Block Grant (Title XX of the Social Security Act), the Fund for a Healthy Nevada (FHN) Independent Living Grant funding, and State General Funds.

In alignment with the Older Americans Act (OAA), Reauthorization Act of 2020, and, in alignment with the 2024 Final Rule to update Older Americans Act Regulations, special consideration for funding is given to applicants evidencing service priority to older adults; individuals who are frail, homebound, or isolated; and/or individuals age 60 or older, particularly in the following categories:

- Individuals at risk for institutional placement;
- Individuals living with Alzheimer’s disease, dementia, and related disorders with neurological and organic brain dysfunction (and caregivers of such individuals);
- Individuals with the greatest economic need (individuals with income at 300% of the Federal Poverty – FPL – or lower)
- Individuals of greatest social need (individuals with needs caused by non-economic factors including social isolation);
- Individuals residing in rural, frontier, and tribal areas;
- Family caregivers

### Eligible Applicants

Non-profits, public agencies, and for-profit businesses may apply if interested in providing services outlined in this funding opportunity. All applicants must be in good standing with the State of Nevada and the Federal Government. If an applicant has not responded to any audit finding from ADSD or the Department of Human Services (DHS), their application may not be considered for funding.

### Resources

- The Nevada Governor’s Office of Federal Assistance is available to provide pre-award assistance to applicants. More information about available services is available at <https://ofa.nv.gov>.
- Nevada ePro – State of Nevada Funding Opportunities: <https://nevadaepro.com/>
- ADSD List of Funding Opportunities: [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/)  
\*Full NOFO Information now listed through Nevada ePro (see link above)
- [One Nevada Transportation Plan](#), Nevada Department of Transportation
- [Aging and Disability in America Data](#), Administration for Community Living
- [Advancing States](#)

### Informational Meeting

ADSD will host an optional, virtual Applicant Informational Meeting on Friday, February 20, 2026, at 1:00 pm via Microsoft Teams. No registration or reservation is needed. For additional information or **to request accommodations**, please email [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

[Click here to join the meeting](#)

**Meeting ID:** 239 483 213 907 47

**Passcode:** p5cB9535

Or call in (audio only):

[+1 775-321-6111, 416020486#](tel:+17753216111416020486)

Phone Conference ID: 416 020 486#

### Applicant Questions and Answers

ADSD will take questions and provide answers related to this NOFO through the submission deadline. Q&A will be regularly updated and posted on the ADSD List of Funding Opportunities website: [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/). Submit questions by email to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

## Award Information

### Service Categories

The Aging and Disability Services Division has defined five (5) service categories for this funding opportunity. Service categories are defined based on the overall benefit to the target population, and all include more than one service. Each category has an allocated funding amount based on historical funding, funding availability, and demand for service. Each category has an appendix with specific instructions for applications for services within each category.

**NOTE:** Click on the name of the category below to be routed to the applicable appendix item.

#### [Transportation](#)

This category focuses on transportation options for access to community services including but not limited to medical services, social services, shopping, socialization, and nutrition. There is approximately \$2.1 million available for this service statewide. Available funding will assist entities in serving people age 60 and older.

#### [In-Home Services](#)

In-home services can include a variety of services to support individuals living in their own home such as homemaker, senior companion, representative payee, home modification, and personal emergency response system services. There is approximately \$4.2 million available for these services statewide. Available funding will assist entities in serving people age 60 and older, and specific to Homemaker, also people under the age of 60 who have a disability.

#### [Caregiver Support Services](#)

This category can include a cluster of services such as counseling, support groups, respite care, and supplemental services designed to support family or informal caregivers. There is approximately \$2.7 million available for these services statewide. Available funding will assist entities in serving caregivers of people age 60 and older, as well as caregivers of individuals of any age living with Alzheimer's disease or a related dementia and grandparents (age 55+) raising grandchildren.

#### [Food Security](#)

These services focus on increasing food security among older adults including, but not limited to, food pantry services. There is approximately \$300,000 available for these services statewide. Available funding will assist entities in serving people age 60 and older.

#### [Health Promotion Services](#)

These services are interventions that educate participants about their health conditions, how to manage them, and/or ways to adopt healthy behaviors to enhance their quality of life. This service category includes Evidence Based programs. There is approximately \$230,000 available for these services statewide. Available funding will assist entities in serving people age 60 and older and, in some cases, their caregivers.

### Subrecipient Responsibilities

This is a competitive funding opportunity. Applications will be evaluated, in part, on the applicant's stated plan of action and demonstrated capacity to begin effectively and expeditiously implementing subaward activities within sixty days of the start of the subaward project period.

The subaward is an agreement between the applicant and the Aging and Disability Services Division (ADSD).

**The subaward recipient agrees to the responsibilities outlined below:**

In addition to the Applicant Certifications included in the ADSD Subaward Application form, the following conditions apply for funded projects.

- Programs awarded funding must provide requested revisions to ADSD by the date indicated in the funding notification email. A Notice of Subaward (NOSA) cannot be issued without requested revisions.
- The application must be signed by the Authorized Organizational Representative (AOR) or head of the agency who is legally responsible for the organization.
- If the subaward recipient's registered address changes, the subaward recipient must submit a Vendor Information Update and/or Additional Remittance Form to the Nevada State Controller's Office. ADSD must be notified of address changes and Vendor Number changes to avoid delay in dispersing funds.
- All subaward recipients must have a Unique Entity ID (UEI) Number.
- All subaward recipients must have an Employer Identification Number (EIN) or Federal Tax Identification Number.
- All subaward recipients must comply with the Nevada Department of Human Services' (DHS) Grant Instructions and Requirements (GIRS) and ADSD Requirements and Procedures for Grant Programs (RPGPs). The GIRS and RPGPs are statements of DHS and ADSD policy that ensure fiscal compliance with statutes, regulations, and/or rules:
  - GIRS:  
[https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant\\_Instructions\\_and\\_Requirements\\_Revised\\_1.2025\\_-\\_FINAL\\_R.pdf](https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant_Instructions_and_Requirements_Revised_1.2025_-_FINAL_R.pdf)
  - RPGPs:  
<http://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf>
- All subaward recipients must comply with ADSD's General Service Specifications, <https://adsd.nv.gov/Programs/Grant/ServSpecs/Documents/>
- All subaward recipients must comply with the Program-Specific Service Specifications referenced in the Appendix for each service category, as located on ADSD's site <https://adsd.nv.gov/Programs/Grant/ServSpecs/Documents/>.
- All subaward recipients must comply with ADSD's data collection, entry, and reporting requirements. Monthly, quarterly, and annual reports should be submitted timely and follow the instructions provided in ADSD's guidance. Reporting requirements may change at the discretion of ADSD and/or the funder.
- Failure to comply with reporting requirements will result in fiscal monitoring findings and can place a subrecipient's funding in jeopardy.
- The Request for Reimbursement (RFR) form must be submitted by the 15<sup>th</sup> day

of each month for the previous month of service, unless otherwise specified in the Notice of Subaward (NOSA). Deviation from the reimbursement schedule must be **pre-approved in writing** by the ADSD Grants Management Team. RFRs must include all required backup documentation. RFR Instructions:

<https://adsd.nv.gov/programs/grant/RFRinstructions/>

- \*In rare circumstances and under certain conditions, advanced payments may be approved (GIRS 25-16).

#### **ADSD staff agrees to the responsibilities outlined below:**

- ADSD team members will provide reporting instructions to all subaward recipients.
- All subaward recipients will be assigned a Program Coordinator (PC) who is available to aid with aspects of subaward management, program-specific technical assistance, and program development. Fiscal Auditors are available for questions on fiscal matters.
- The assigned PC will contact subaward recipients regarding requested revisions before a Notice of Subaward (NOSA) can be issued.
- NOSAs will be distributed to funded programs in June 2026, or as soon as possible pending receipt of requested revisions.
  - The Request for Reimbursement (RFR) Workbook will be sent with the NOSA.
- ADSD may, at its discretion, conduct monitoring of subaward recipients at any time during the subaward period or up to three years after the close of a subaward. Programs will be assessed to evaluate fiscal accountability, progress towards achieving project goals and objectives, data collection and reporting, client satisfaction and outcomes, as well as adherence to all regulations, statutes, and/or rules. Programmatic and fiscal monitoring will be scheduled in accordance with federal requirements, funding terms, and Department of Human Services (DHS) policies.

### **Subrecipient Training**

ADSD will make training available to all subaward recipients as needed. Training can include the Request for Reimbursement (RFR) process, reporting, data entry, and other requirements.

Additionally, if services, clients/consumers, or equipment need to be transferred from one subrecipient to another, the ADSD Grant Management Team will work with all partners involved to develop a transition plan.

### **Application and Submission Information**

Applicants must submit a **separate application for each service** they wish to apply for, regardless of the service category. If one application is submitted for multiple services, the application may be rejected or not considered for funding.

### **Division Contacts**

General program/service questions and technical assistance on the required forms, beyond instructions provided in this document, can be directed to: [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov)

Questions and answers that are helpful for all applicants will be posted online at [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/).

### Application Forms and Submission Information

The Competitive Subaward Application consists of the three (3) forms (listed below). Applications must include all required components (see [Application Checklist](#)) to be considered for funding.

1. ADSD Subaward Application - Competitive (PDF)
2. ADSD Subaward Budget Template (Excel)
3. ADSD Work Plan Template (Word)

**Deadline:** Applications are due on or before Monday, March 20, 2026 by 11:59 pm (PT). Applications must be emailed to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

### Application Review Information

#### Application Screening

- Each application will undergo an initial review for completeness and adherence to submission instructions. Applications that are incomplete or fail to meet all submission requirements will be rejected and will not be considered for funding. Applicants whose applications are rejected will receive written notification.
- If submitted before the deadline, applicants may correct and resubmit their application. After the submission deadline has passed, applicants may appeal a rejected application. All appeals must be submitted in writing through [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov) and must be addressed to the ADSD Administrator.
- The ADSD Administrator, or designee, will notify the applicant of the Administrator's decision, in writing, within ten working days of receiving the applicant's appeal.
- The ADSD Administrator's decision is final. There is no additional appeal process.

#### Review and Selection Process

After application screening, ADSD staff and independent reviewers will review all applications and make initial funding recommendations based on scoring criteria in the following section.

Reporting and compliance history of previous or current subrecipients will be considered in funding recommendations and funding decisions.

ADSD may negotiate with or seek additional information from applicants before final decisions are made. Prompt response to requests for information or negotiations is strongly encouraged to prevent delays in funding or non-funded applications.

Final funding decisions will be made by the ADSD Administrator based on application scores, funding availability, regional allocations, and the applicant's compliance history (if applicable). As noted above, the ADSD Administrator's decision is final. Final funding decisions are not subject to appeal.

## Scoring Criteria

Competitive applications will be scored according to the following matrix (50-point total) based on all application components:

### **1. Project Relevance, Current Need, and Priority Populations (up to 10 points)**

- The applicant clearly identifies the proposed project, project relevance, as well as the unmet needs and service gaps that will be addressed by the applicant's project.
- The targeting plan is well defined and expands awareness and access to the service.
- The applicant identifies priority populations to be served. Priority is given to the most vulnerable populations, which may include individuals who are over the age of 60 who are frail, homebound, isolated; individuals of greatest economic and/or social need; family caregivers; and/or living in rural or frontier areas.
- The applicant describes anticipated barriers and plans to address barriers.

### **2. Capacity and Approach (up to 15 points)**

- The applicant clearly describes the proposed project, including their approach and specific activities to be completed. Activities to reach priority populations are included.
- The applicant demonstrates their experience and ability to complete the proposed project.
- The applicant identifies and defines the role of key staff, partnerships, and other resources that will have a significant role in completing project activities.
- The project describes new or innovative approaches that will help expand their capacity to increase access to the service.

### **3. Cost Effectiveness and Sustainability (up to 10 points)**

- The submitted budget is complete and the applicant's projected costs are reasonable.
- There are other funding sources identified to help support the project.
- The level of funding requested is explained and justified within the proposal.
- The applicant demonstrates cost-effectiveness and financial accountability.
- Projected costs are relevant to project activities.

### **4. Project Impact (up to 10 points)**

- Project goals, objectives, and intended outcomes are clearly stated.
- The applicant describes methods of documenting and evaluating project effectiveness, quality of service delivery, and impact on target populations.
- Goals and objectives are relevant to the intent of funding and address identified gaps and needs.
- Goals and objectives support activities that help improve access to services and promote program awareness.
- The goals, objectives, and activities of the project have an established timeline that is reasonable.

## 5. Adherence to application instructions and accurate completion of forms (up to 5 points).

- The applicant followed the instructions. Required forms, sections, and the project narrative were completed accurately and completely.
- Responses are detailed and concise.

### Anticipated Announcement Award Date

Funding decisions will be announced via email in June 2026. Requested application revisions must be received by ADSD promptly, by the date requested in the email correspondence.

## Form Instructions

### Application Format

All applications **MUST** conform to the following requirements to be considered for funding:

- Applications must be computer-generated on ADSD's Application Forms.
- There are three files required for all competitive applications:
  - (1) ADSD Subaward Application – Competitive with Project Narrative (PDF),
  - (2) ADSD Subaward Budget Template (Excel),
  - (3) ADSD Work Plan (Word).
- All application forms have pre-set formatting including fonts, line spacing, and margins.
- Expand rows on the Budget (Excel file) so that all text entered is visible.
- Project Narratives must be submitted with the ADSD Subaward Application Form as one PDF document.
- Project Narratives must be concise and no more than 5 pages (excluding attachments). Do not include cover sheets, cover letters, unsolicited attachments, or application instruction pages, as they will be included in the page limit.
- Applications are expected to be free of spelling and grammatical errors.
- Budget line item (row) calculations must be included as required and accurate to the penny.
- All applicable sections of the Subaward Application must be signed and dated.
- Submitted applications must be assembled according to the instructions on the [Application Checklist](#).

### ADSD Subaward Application with Project Narrative – PDF File – Instructions

#### A. Applicant Organization Information

This section captures information regarding the Applicant Organization. The Organization Name is the agency that will be named as the subrecipient on the Notice of Subaward and is responsible for the funds awarded. Information in this section must match exactly what is on record with the Nevada State Controller's Office. *Failure to provide correct information in this*

*section (including the exact agency name as listed with the Controller's Office) will prevent ADSD from making payments to the subrecipient if funding is approved.*

The Authorized Organizational Representative (AOR) is the individual authorized to sign and submit an application on behalf of the organization. The AOR is responsible for the organization's compliance with the terms and conditions of subawards, including compliance with state and federal laws/regulations. In non-profit organizations, this person is the Chair or President of the Board of Directors.

- Applications must be signed by the Agency's Authorized Organizational Representative (AOR).
- The Agency's AOR may list up to two (2) Additional Authorized Signers on the application, indicating authorized representatives who are able to sign NOSAs, Amendments, or other documents.
- Changes to the approved AOR and/or Authorized Signers must be submitted in writing by the Agency's AOR. A signed, dated letter should be submitted to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov). Authorized Signer letters are valid through the subaward period (subaward period dates are noted on the Notice of Subaward).
- The Fiscal Officer is the point of contact for any concerns regarding the budget, requests for reimbursement, and annual audits.

## **B. Project Information**

This section is for project specific information including the service category, funded service, and physical address of the project. This section should also list the Project Director who is assigned as the manager/coordinator/lead for this project. The Project Director is the day-to-day contact for the ADSD Program Coordinator.

## **C. Applicant Certifications**

These are required certifications for all applicants, acknowledging the information contained within the application is true and correct.

## **D. General Provisions and Assurances**

This section lists the general provisions and assurances associated with the ADSD Notice of Funding Opportunity. If approved for funding, these assurances are superseded by the Assurances that are included in the formal Notice of Subaward.

## **PROJECT NARRATIVE**

The Project Narrative is required for every application. The Project Narrative is a critical component that serves as the basis for evaluating the proposal for funding. Other application components including the budget should align with the project narrative.

The project narrative should present a clear, detailed, and concise description of your project outlining its purpose, objectives, capacity, and anticipated outcomes. The project narrative

should include information to address each section below. Service Category appendices included at the end of this document include service-specific guidance for each of these sections. **Page Limit: 5 pages.**

### [ADSD Subaward Budget Template – Excel File – Instructions](#)

This file is required for all ADSD Subawards, regardless of type. For additional guidance on budgets, applicants should refer to the [Grant Instructions and Requirements \(DHS\)](#) and the [Requirements and Procedures for Grant Programs \(ADSD\)](#) for rules and regulations on allowable expenses.

The Excel file has formatting that is accessible to all users. While adding information to the Excel file, you may format the cells and rows as needed to fit your text, including expanding rows so all text is visible.


*There are two (2) required forms in this workbook: Budget Narrative and Budget Summary.* Each form is a separate tab at the bottom of the page/workbook. If you do not see the tabs at the bottom of the page, maximize the screen by clicking the button on the top right side of the screen that looks like a little window.

**PLEASE NOTE:** Do not utilize multiple copies of the Excel file to create your application. The Excel file contains formulas that calculate and carry information from page to page. For best results, complete each tab of the workbook in order. Do not paste in information from past applications, as it might cause problems with the formulas. Complying with these requirements will ensure that invalid error messages are not shown on the Budget Narrative or Budget Summary, and that linked boxes will have a value.

### [Budget Narrative](#)

Enter the applicant's Organizational Name and service type at the top of the page.

Describe program expenses requested from ADSD using the budget categories included in the Budget Narrative. Use the descriptions at the top of each budget section and the information listed below as a guide for each budget category. Be sure to provide detailed responses, justification where indicated, calculations as required, and explain how each expense is related to the proposed project. Identify any one-time costs. Follow the examples throughout the file.

**THIS TAB IS NOT PROTECTED.** Do not delete formulas. Ensure text in each row is visible; expand rows as needed. (Go to numbered rows on the left side of worksheet and drag the bottom line of the row down when you see your cursor change to , or right click on the row number and choose Row Height to enter a height.) Each budget section has additional rows that you may unhide to utilize. Contact ADSD if you need assistance.

**PERSONNEL:** Line A: List *program* and *administrative* staff (Name, Title, PCN) that will provide **direct** service under the proposed services and the associated costs to be charged to the subaward, using the column headers as guides. Costs associated with administrative staff

providing **indirect** services may only be included in this section in fixed-fee proposals; otherwise, the expenses may be included as part of the indirect/administrative expense percentage at the end of the Budget Narrative. Place an asterisk (\*) beside all new positions. If your agency does not have a Position Control Number (PCN) system, one must be developed to identify each position. Line B, for each position listed: List the fringe benefits provided (FICA, Medicare, vacation, state industrial insurance, unemployment insurance, etc.). Briefly describe the position's duties as they relate to the funding and program objective.

TRAVEL/TRAINING: Identify in-state and out-of-state travel to be completed during the budget period. The red writing must be replaced with actual trip information, such as the name of a conference, location, etc. Complete the trip expenses and enter justification. If multiple trips are proposed, copy, and paste another in-state or out-of-state section into the narrative as stated on the form. Utilize <https://www.gsa.gov> for mileage, per diem and lodging. If lodging exceeds the GSA rate, provide an explanation in the Justification section.

If requesting general in-state mileage for operational purposes, enter the cost in the mileage section *below* "In-State Travel," provide an explanation of the cost calculation and the reason for travel.

OPERATING: Include SPECIFIC facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance (split by type), fuel, as well as utilities such as power, water, and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

EQUIPMENT: List equipment to purchase or lease, which costs \$10,000 or more (per item), and justify these expenditures. Equipment items that cost less than \$10,000 should be listed under Operating. Justify the need for these items. There is no guarantee that ADSD will have funds available for equipment.

CONTRACTUAL/CONSULTANT SERVICES: Explain the need and/or purpose for the contractual and/or consultant service. Identify and justify these costs. Only include costs for which there is a written contract or agreement that can be presented to ADSD, if requested.

OTHER: Identify and justify all other expenditures that cannot be identified within another category. These costs may include any relevant expenditure associated with the project. These costs are to be included only if they are associated exclusively with this program. If they are associated with multiple sources of funding, the costs are to be included in Administrative Expenses. Follow the example on the form.

ADMINISTRATIVE/INDIRECT EXPENSES or FEDERAL INDIRECT COST RATE (FICR): Administrative/indirect expenses and FICR are to be used to help cover expenses that are not easily assigned to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any

personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed, depending on the funding source and existence of an FICR letter. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Administrative/indirect expenses do not apply to equipment or fixed fee subawards or portions of subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20\*. Modified Direct Costs (de minimis rate of 15%) must be based upon expenses as outlined within the RPGPs. FICR amount must be based upon allowed expenses per your organization's current FICR letter. Attach a copy of your FICR letter to the application, as applicable.

### **Budget Summary (Excel File tab two)**

This page offers a summary of the subaward budget, Match, and other funding. Information entered the Budget Narrative tab, which will populate the *ADSD Funds* column. Applicants will input funding information into the orange cells.

The applicant's Organizational Name and service type will autofill from information entered at the top of the Budget Narrative tab.

List potential/estimated amounts and sources of program income, such as client donations, in box D (expand row as needed). If your program has a sliding fee scale or cost-sharing procedure, indicate how the program will manage the process according to the RPGPs.

Break out Match into the budget expense categories on the Budget Summary (tab two) to show where it will be applied. See the below "Matching Funds" section for additional information.

In the columns after Match, enter any other funding that will be used to support the proposed service. Enter the name of the funding source where indicated, whether the funding is pending or secured, and the amount to be used towards the program. Then, break out the funding into the budget expense categories.

Ensure all boxes on row 21 are zero as stated in the row header.

Add comments to box B. Expand the row as needed to show all text.

Identify sources of Match in box C (expand row as needed). Indicate whether the Match is pending or secured. Match can be non-federal cash or in-kind.

List potential/estimated amounts and sources of program income, such as client donations, in box D (format as needed). If your program has a sliding fee scale or cost-sharing procedure, indicate how the program will manage the process according to the RPGPs.

### **Matching Funds**

Matching funds are required at 15% of the ADSA-requested amount. Match may be non-federal cash or in-kind and must be reflected and thoroughly described on the Budget

Summary tab of the Excel application file. Program income cannot be used as Match. Examples of non-federal cash Match include other funding sources to support this service. *In-kind Match* is the value of any real property, equipment, goods, or services (including volunteer time) contributed to a funded program that would have been considered eligible expenses within the program's budget for the funded service. Review the Department of Human Services (DHS) Grant Instructions and Requirements (GIRS) for additional information regarding Match: [https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant\\_Instructions\\_and\\_Requirements\\_Revised\\_1.2025\\_-\\_FINAL\\_R.pdf](https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant_Instructions_and_Requirements_Revised_1.2025_-_FINAL_R.pdf)

### **Program Income**

1. Client service donations may not be used as Match but may be solicited for all services. Solicitation must be non-coercive. The donation process must be confidential and voluntary.
2. Cost sharing means contributions made to a program based on a sliding-fee scale. The Division's Cost Sharing Policy can be found on pages 73-75 of the RPGPs: <http://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf>

### **ADSD Work Plan – Word File – Instructions**

The ADSD Work Plan should be reflective of and consistent with the Project Narrative and Budget.

Fill in the project's overall goals. The template lists Outreach as Goal 1 and Service Delivery as Goal 2. If there are additional goals for this project, add under Goal 3. The last section is to document projected output and expected outcomes based on activities and strategies to be implemented.

For each goal, list relevant objectives, activities, and strategies to be implemented to achieve objectives. Identify timeframes involved (including start and end dates) under "Timeline." Under "Evaluation Tool" list relevant tools, techniques, systems, and/or methods that will be used to collect, report, and measure outputs and outcomes.

## APPLICATION CHECKLIST

### A complete application for funding consists of:

- The ADSD Subaward Application – Competitive (PDF)
- The ADSD Subaward Budget Template (Excel)
- The ADSD Work Plan Template (Word)

The ADSD Subaward Application – Competitive Form must include the Project Narrative and be submitted as one PDF file. The ADSD Subaward Budget template must be submitted as an Excel File. The ADSD Work Plan (if submitted) must be submitted as a Word document.

If any of the required documents are incomplete or missing, the application will be rejected. If the application is not received by the date requested (including revisions), funding may be delayed or may not be awarded.

### Required Documents:

- ADSD Subaward Application – Competitive (PDF File)
- Project Narrative (same PDF File)
- Budget Narrative (Excel File, tab one)
- Budget Summary (Excel File, tab two)
- ADSD Work Plan (Word File)

### Optional Attachments – *If included, these will not count towards the page limit.*

- Proof of Nevada 211 Listing - Agency and Service(s) (*required upon funding approval*)
- Sliding-Fee Scale/Cost Sharing Policy (*required if applicant uses it for the service*)
- Resumes for Project Director and Key Personnel (*optional, but encouraged*)
- Letters of Commitment/Support (*optional, but encouraged*)
- Contracts or Memorandums of Understanding (*if applicable to the program/service*)

**\*The ADSD Subaward Application and all attachments must be submitted via email to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).**

**Applications are due Monday, March 20, 2026 by 11:59 pm (PT).**

## Appendix 1 – Transportation

### Background

Transportation is a critical support for individuals to live independently in the community. Despite current investments in transportation services, serious gaps in service and coordination still exist across Nevada. Having access to reliable, accessible, and safe transportation options continues to be a number one need across the state.

Transportation helps support individual goals in health, food security, socialization, and economic independence. Overcoming transportation barriers needs to be considered on a systemic level both through policy and practice. Applications under this service category should focus on innovations and collaborations to increase access to transportation, particularly in areas where there are significant gaps in transportation services.

### Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, Title III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

### Services to be Provided by Subrecipients

This service focuses on transportation options to access community services including but not limited to medical services, social services, shopping, socialization, and nutrition. Available funding will assist entities in serving people age 60 and older.

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address transportation through collaborative and innovative services, taking into consideration system challenges.

This category can include the direct delivery of transportation services, coordination of on-demand transportation services, and the administration of transportation vouchers.

The direct transportation service may be provided through partnerships, contracted providers, volunteers, or paid staff (or a combination of these).

### Funding Availability

Available funding for this service is approximately \$2.1 million statewide per year. The funding amount and number of awards will be determined based on regional allocations, competitive scoring, and administrator decision. Funding is allocated based on the population age 60 and older, county population density, and percentage of the population who is considered at risk or of greatest economic or social need. There may be more than one subaward per county. Applicants may also propose to serve more than one county.

Applicants may request funding up to the amount allocated to each county in their proposed service area. Funding requested above the published county allocation must be thoroughly

explained in the Project Narrative. Funding above the county allocations will be dependent on final funding amounts available.

### Transportation Regional Allocation

County	Allocation	County	Allocation
Carson City	\$74,000	Lincoln	\$84,000
Churchill	\$58,000	Lyon	\$125,000
Clark	\$883,000	Mineral	\$70,000
Douglas	\$56,000	Nye	\$138,000
Elko	\$90,000	Pershing	\$71,000
Esmeralda	\$40,000	Storey	\$49,000
Eureka	\$40,000	Washoe	\$186,000
Humboldt	\$73,000	White Pine	\$72,000
Lander	\$71,000		

### Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 5 pages

#### A. Purpose / Problem Statement

Describe, in both quantitative and qualitative terms, the nature and scope of the particular problem, challenge, need, service gap, and/or issue your organization seeks to address with this funding. Include information about unmet needs, service gaps, and specific concerns individuals with disabilities face in accessing and utilizing services, that will be addressed through the proposed intervention. Identify the specific populations to be served through the proposed project and how the proposed intervention may impact that population. Identify the intended service area. Discuss anticipated challenges or barriers to outreach, access to services, and in implementing proposed interventions.

#### B. Proposed Intervention

Clearly and concisely describe how your organization plans to carry out the proposed service(s) and rationale for selecting these particular intervention(s). Define the specific goals and measurable objectives of the proposed project. How do these align with the needs of the target population? Include a description of specific activities planned to achieve set goals and how your organization intends to address anticipated challenges. Identify the proposed service area and include information regarding your organization’s existing efforts in this service area or how the organization will expand into a new service area.

Describe any new or innovative approaches your project will incorporate. How will these approaches improve outcomes for older adults, individuals with disabilities, and caregivers? Highlight strategies for continuous improvement and responsiveness to community needs.

Discuss technical assistance or support needed to successfully implement the proposed intervention.

### **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to effectively manage funding, implement the proposed intervention(s), and build sustainable partnerships to benefit older adults, individuals with disabilities, and caregivers. Include information about past experiences and lessons learned.

Identify key project staff and describe specific roles and responsibilities for which they will be assigned. Explain how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and/or in-kind partners. Resumes of key project staff may be included and do not count towards the application page limit.

Identify key partnerships and discuss how they will contribute to achieving the project's objectives and outcomes. Discuss existing and planned collaborative efforts that will impact access to services, increase program awareness, and help the project meet its goals. Letters of Commitment/Support can be attached and do not count towards the application page limit.

### **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. Include specific data, resources, or other information to justify your funding request.

Describe additional strategies your organization will use to maximize funding and deliver services efficiently, such as leveraging volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes. Describe plans to maintain cost-effectiveness and to support a model that is sustainable and replicable. Discuss the impact upon the proposed service area and/or target population should this project not be funded.

### **E. Evaluation and Outcomes**

List measurable outcomes and describe the methods, techniques, and tools that will be used to measure desired outcomes and to evaluate quality and effectiveness of proposed interventions and project activities. Although output (such as number of clients served, number of training sessions, number of outreach events) can be discussed in this area, measurable outcomes and output are not the same. The focus should be on desired measurable outcomes and the impact to target populations.

Explain how your organization will comply with all data collection and reporting requirements, and describe the process that will be used to analyze data to monitor compliance, assess program effectiveness, and to guide program adjustments for continuous improvement.

## Resources

- [Bureau of Transportation Statistics](#), U.S. Department of Transportation
- [Administration for Community Living](#), National Efforts for Inclusive Transportation
- [National Aging and Disability Transportation Center](#), National Aging and Disability Transportation Center
- [National Rural Transit Assistance Program | Rural, Public & Community \(nationalrtap.org\)](#), National Rural Transit Assistance Program (includes Tribal Transit)
- [One Nevada Transportation Plan](#), Nevada Department of Transportation

## Appendix 2 – In Home Services

### Background

In-home services can be a variety of services to support individuals living in their own home such as homemaker, senior companion, representative payee, home modification, and emergency response system services. Available funding will assist entities in serving people age 60 and older. For Homemaker only, individuals under age 60 with a disability can receive services through dedicated funding for that population. As some individuals age, their ability to perform basic household duties can be limited, additionally as support networks change safety and isolation can be a concern. Supporting individuals in their home helps individuals to not only remain in their home but can also increase health outcomes.

### Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, Title III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds
- Title XX (Homemaker only; to serve individuals under age 60 with a disability)

### Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address in-home services through collaborative and innovative services, taking into consideration system challenges. Priority for funding will be given to ADSD core services including homemaker, companion services, and emergency response systems.

Applications will also be accepted for other in-home services, such as home safety, modification, and repair; representative payee; or any other in-home services proposed by the applicant.

### Funding Availability

Available funding for this service is approximately \$4.2 million statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

## Project Narrative

### Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 5 pages

#### **A. Purpose / Problem Statement**

Describe, in both quantitative and qualitative terms, the nature and scope of the particular problem, challenge, need, service gap, and/or issue your organization seeks to address with this funding. Include information about unmet needs, service gaps, and specific concerns individuals with disabilities face in accessing and utilizing services, that will be addressed

through the proposed intervention. Identify the specific populations to be served through the proposed project and how the proposed intervention may impact that population. Identify the intended service area. Discuss anticipated challenges or barriers to outreach, access to services, and in implementing proposed interventions.

## **B. Proposed Intervention**

Clearly and concisely describe how your organization plans to carry out the proposed service(s) and rationale for selecting these particular intervention(s). Define the specific goals and measurable objectives of the proposed project. How do these align with the needs of the target population? Include a description of specific activities planned to achieve set goals and how your organization intends to address anticipated challenges. Identify the proposed service area and include information regarding your organization's existing efforts in this service area or how the organization will expand into a new service area.

Describe any new or innovative approaches your project will incorporate. How will these approaches improve outcomes for older adults, individuals with disabilities, and caregivers? Highlight strategies for continuous improvement and responsiveness to community needs.

Discuss technical assistance or support needed to successfully implement the proposed intervention.

## **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to effectively manage funding, implement the proposed intervention(s), and build sustainable partnerships to benefit older adults, individuals with disabilities, and caregivers. Include information about past experiences and lessons learned.

Identify key project staff and describe specific roles and responsibilities for which they will be assigned. Explain how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and/or in-kind partners. Resumes of key project staff may be included and do not count towards the application page limit.

Identify key partnerships and discuss how they will contribute to achieving the project's objectives and outcomes. Discuss existing and planned collaborative efforts that will impact access to services, increase program awareness, and help the project meet its goals. Letters of Commitment/Support can be attached and do not count towards the application page limit.

## **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. . Include specific data, resources, or other information to justify your funding request. Describe additional strategies your organization will use to maximize funding and deliver services efficiently, such as leveraging volunteer services. Provide information about any contractual organization(s) that will have a significant role in

implementing and achieving outcomes. Describe plans to maintain cost-effectiveness and to support a model that is sustainable and replicable. Discuss the impact upon the proposed service area and/or target population should this project not be funded.

### **E. Evaluation and Outcomes**

List measurable outcomes and describe the methods, techniques, and tools that will be used to measure desired outcomes and to evaluate quality and effectiveness of proposed interventions and project activities. Although output (such as number of clients served, number of training sessions, number of outreach events) can be discussed in this area, measurable outcomes and output are not the same. The focus should be on desired measurable outcomes and the impact to target populations. Explain how your organization will comply with all data collection and reporting requirements and describe the process that will be used to analyze data to monitor compliance, assess program effectiveness, and to guide program adjustments for continuous improvement.

#### Resources

- [ADSD Service Specifications](#), Nevada Aging and Disability Services Division
- [Older Americans 2016: Key Indicators of Well Being](#), Administration for Community Living
- [Long Term Services and Supports](#), National Council on Aging

## Appendix 3 – Caregiver Support Services

### Background

According to the report published by the National Alliance for Caregiving and AARP, *Caregiving in The U.S. 2020*, 79% of the estimated 53 million unpaid caregivers in the U.S. care for an adult age 50 and older<sup>1</sup>. This is an increase of 7.6 million caregivers since 2015 (report completed by the same organizations). This means 1 in 6 Americans, or almost 42 million adults, are caring for someone age 50 and older and 89% of the caregivers are caring for a relative. In addition, 24% of these caregivers are providing care for more than one person which increased from 18% in 2015. Over half of the caregivers of older adults are themselves age 50 and older.

Caregiver health continues to suffer as the complexity and length of time of care increases. One in five caregivers, or 21%, who care for those age 50 and older reported that caregiving has made their health worse, caused increased physical strain, and experience feelings of loneliness. Approximately 36% of caregivers rate their stress as a 4 on a 5-point scale. In addition, 42% of these caregivers have experienced financial impact.

Studies have shown that coordinated support services can reduce caregiver depression, anxiety, and stress, and enable them to provide care longer, which avoids or delays the need for costly institutional care<sup>2</sup>. One in four caregivers of adults age 50 and older, reported that it was difficult to find affordable services in their community. The most requested topics that caregivers requested were safety in the home, managing paperwork and eligibility of services, managing emotional and physical stress, and activities to do with the recipient. 57% reported finding help or information from a doctor or health care professional and 45% received help and information from friends or family. 38% of caregivers felt it would be helpful to them to find respite services.

### Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, III-E funds
- Fund for Healthy Nevada, Independent Living Grant funds

### Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address caregiver services through collaborative and innovative services, taking into consideration system challenges.

This funding is for the support of family and informal caregivers, including respite care

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<sup>1</sup> National Alliance for Caregiving and AARP. Caregiving in the U.S. 2020 Washington, DC: May 2020. <https://doi.org/10.26419/ppi.00103.001> or <https://www.caregiving.org/caregiving-in-the-us-2020/>.

<sup>2</sup> Administration for Community Living, retrieved January 3, 2020

(vouchers or direct service), adult day care, and other services. Other services can include counseling, support groups, training, and supplemental services. Supplemental services are provided on a limited basis to complement the care provided by caregivers. Available funding will assist entities in serving caregivers of people age 60 and older, as well as caregivers of individuals of any age living with Alzheimer's disease or a related dementia, and grandparents (age 55+) raising grandchildren.

### Funding Availability

Available funding for this service is approximately \$2.7 million statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

### Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 5 pages

#### **A. Proposed Intervention**

Describe clearly and concisely how your organization plans to carry out the proposed service. Include a description of specific activities planned, any anticipated challenges, and how your organization plans to overcome these challenges. Also include any anticipated technical assistance needs. Include specific types of assistance to be provided including priorities based on the needs of the proposed service area.

Include new or innovative approaches to be used during this project period to increase access to the proposed services. How will these efforts impact the target population?

#### **B. Service Area, Target Population, and Targeting Plan**

Describe the proposed service area, including the challenges and gaps unique to the service area. Include information regarding the organization's existing efforts in this service area or how the organization will expand if it's a new service area.

Describe the population(s) to be served, specifically any underserved populations. Identify methods to reach the population(s) to be served. Identify any barriers that may prevent service delivery.

Describe the organization's targeting plan. Include information on how the organization plans to communicate and collaborate with other service providers and partners, to maximize services for the target population.

#### **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to perform the proposed services. Include past experiences or anticipated increased capacity as a result of this funding. Describe the professional staff and specific responsibilities under this service and the facilities and other resources in place to support this service. Describe how training and ongoing communication

will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and community partners.

Identify key partnerships and describe in detail how they will enhance services under this program. Include partnerships with government entities, as well as other community partners. Describe efforts to collaborate with existing caregiver support efforts in Nevada to maximize impact of the proposed service. Letters of Commitment can be attached and do not count towards the application page limit.

#### **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. If an increase or decrease was requested for a current subaward, address the reason for the request.

Describe other efforts to deliver this service efficiently, including but not limited to volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes.

#### **E. Evaluation**

Describe the methods, techniques, and tools that will be used to measure outcomes and effectiveness of proposed service. Include at least two (2) anticipated outcomes as a result of this service for the target populations.

#### Resources

- [Support to Caregivers](#), Administration for Community Living
- [The National Alliance for Caregiving](#)
- [ARCH National Respite Network and Resource Center](#)
- [Subawards - Service Specifications](#)
- [Nevada Lifespan Respite Coalition](#)

## Appendix 4 – Food Security

### Background

Hunger and malnutrition in older adults are alarmingly high. According to Feeding America’s report *The State of Senior Hunger in 2021*, out of 78 million people age 60 and over, 7.1% are food insecure and 2.7% experience very low food security. Barriers to addressing the needs of food insecure older Nevadans include:

- Federal nutrition benefits are under-utilized by eligible older adults in Nevada.
- There are known “food deserts” throughout Nevada that limit access to healthy foods.

Health indicators including chronic conditions such as diabetes, obesity and physical activity, and self-reported health all contribute to food insecurity in older adults. Not surprisingly, as reported in the Nutrition Programs Gap Analysis for Older Nevadans, the largest deficits were reported in younger senior populations, who are also less likely to take advantage of nutrition programs.

### Funding Source

Funding for these services is allocated from state and federal sources including:

- State General Funds
- Older Americans Act, III-B funds
- Fund for Healthy Nevada, Independent Living Grant funds

### Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that address food security of older adults through collaborative and innovative services, taking into consideration system challenges.

This category can include food pantries (including mobile pantry or home-delivered groceries), or other innovative food security services proposed by the applicant.

### Funding Availability

Available funding for this service is approximately \$300,000 statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

### Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 5 pages

#### **A. Purpose / Problem Statement**

Describe, in both quantitative and qualitative terms, the nature and scope of the particular problem, challenge, need, service gap, and/or issue your organization seeks to address with this funding. Include information about unmet needs, service gaps, and specific concerns individuals with disabilities face in accessing and utilizing services, that will be addressed

through the proposed intervention. Identify the specific populations to be served through the proposed project and how the proposed intervention may impact that population. Identify the intended service area. Discuss anticipated challenges or barriers to outreach, access to services, and in implementing proposed interventions.

## **B. Proposed Intervention**

Clearly and concisely describe how your organization plans to carry out the proposed service(s) and rationale for selecting these particular intervention(s). Define the specific goals and measurable objectives of the proposed project. How do these align with the needs of the target population? Include a description of specific activities planned to achieve set goals and how your organization intends to address anticipated challenges. Identify the proposed service area and include information regarding your organization's existing efforts in this service area or how the organization will expand into a new service area.

Describe any new or innovative approaches your project will incorporate. How will these approaches improve outcomes for older adults, individuals with disabilities, and caregivers? Highlight strategies for continuous improvement and responsiveness to community needs. Discuss technical assistance or support needed to successfully implement the proposed intervention.

## **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to effectively manage funding, implement the proposed intervention(s), and build sustainable partnerships to benefit older adults, individuals with disabilities, and caregivers. Include information about past experiences and lessons learned.

Identify key project staff and describe specific roles and responsibilities for which they will be assigned. Explain how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and/or in-kind partners. Resumes of key project staff may be included and do not count towards the application page limit.

Identify key partnerships and discuss how they will contribute to achieving the project's objectives and outcomes. Discuss existing and planned collaborative efforts that will impact access to services, increase program awareness, and help the project meet its goals. Letters of Commitment/Support can be attached and do not count towards the application page limit.

## **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. Include specific data, resources, or other information to justify your funding request.

Describe additional strategies your organization will use to maximize funding and deliver services efficiently, such as leveraging volunteer services. Provide information about any

contractual organization(s) that will have a significant role in implementing and achieving outcomes. Describe plans to maintain cost-effectiveness and to support a model that is sustainable and replicable. Discuss the impact upon the proposed service area and/or target population should this project not be funded.

### **E. Outcomes and Evaluation**

List measurable outcomes and describe the methods, techniques, and tools that will be used to measure desired outcomes and to evaluate quality and effectiveness of proposed interventions and project activities. Although output (such as number of clients served, number of training sessions, number of outreach events) can be discussed in this area, measurable outcomes and output are not the same. The focus should be on desired measurable outcomes and the impact to target populations.

Explain how your organization will comply with all data collection and reporting requirements and describe the process that will be used to analyze data to monitor compliance, assess program effectiveness, and to guide program adjustments for continuous improvement.

#### Resources

- [NV DHS Food Security Strategic Plan 2023](#)
- [Food Security in Nevada](#), Office of Food Security
- [Center for Healthy Aging](#), National Council on Aging
- [Subawards - Service Specifications](#), NV Aging and Disability Services Division
- [The State of Senior Hunger in America in 2021: An Annual Report](#), Feeding America

## Appendix 5 – Health Promotion Programs

### Background

Evidence-based disease prevention and health promotion programs reduce the need for more costly medical interventions. Priority is given to serving older adults living in medically underserved areas of the state and those who have the greatest economic need.

While the aging network has been moving towards evidence-based disease prevention and health promotion programs for the last decade, FY2012 Congressional appropriations included an evidence-based requirement for the first time. Today, OAA Title III-D funding may be used only for programs and activities demonstrated to be evidence-based.

### Funding Source

Funding for these services is allocated from state and federal sources including:

- Older Americans Act, III-D funds
- Older Americans Act, III-E funds
- State General Funds

### Services to be Provided by Subrecipients

Under this Notice of Funding Opportunity (NOFO), priority will be given for applications that propose evidence-based interventions to meet the needs of older adults and/or family caregivers, and applicants who include plans for sustainability.

Existing subrecipients can apply for continuation of services but must demonstrate program effectiveness and outcomes within the application. Applications must also demonstrate additional resources to support the service.

This category can include chronic disease self-management programs, falls prevention programs, or any other evidence-based intervention. Each application can only include one evidence-based intervention. Proposed evidence-based interventions must meet the requirements set forth by Administration for Community Living (ACL).

### Funding Availability

Available funding for this service is approximately \$230,000 statewide per year. The funding amount and number of awards will be determined based on competitive scoring, regional allocations, and administrator decision.

### Project Narrative Instructions

Provide detailed, but concise responses to each section of the project narrative using guidance below and throughout this document. Page Limit: 5 pages

#### **A. Purpose / Problem Statement**

Describe, in both quantitative and qualitative terms, the nature and scope of the particular problem, challenge, need, service gap, and/or issue your organization seeks to address with this funding. Include information about unmet needs, service gaps, and specific concerns

individuals with disabilities face in accessing and utilizing services, that will be addressed through the proposed intervention. Identify the specific populations to be served through the proposed project and how the proposed intervention may impact that population. Identify the intended service area. Discuss anticipated challenges or barriers to outreach, access to services, and in implementing proposed interventions.

### **B. Proposed Intervention**

Clearly and concisely describe how your organization plans to carry out the proposed service(s) and rationale for selecting these particular intervention(s). Define the specific goals and measurable objectives of the proposed project. How do these align with the needs of the target population? Include a description of specific activities planned to achieve set goals and how your organization intends to address anticipated challenges. Identify the proposed service area and include information regarding your organization's existing efforts in this service area or how the organization will expand into a new service area.

Describe any new or innovative approaches your project will incorporate. How will these approaches improve outcomes for older adults, individuals with disabilities, and caregivers? Highlight strategies for continuous improvement and responsiveness to community needs. Discuss technical assistance or support needed to successfully implement the proposed intervention.

### **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to effectively manage funding, implement the proposed intervention(s), and build sustainable partnerships to benefit older adults, individuals with disabilities, and caregivers. Include information about past experiences and lessons learned.

Identify key project staff and describe specific roles and responsibilities for which they will be assigned. Explain how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and/or in-kind partners. Resumes of key project staff may be included and do not count towards the application page limit.

Identify key partnerships and discuss how they will contribute to achieving the project's objectives and outcomes. Discuss existing and planned collaborative efforts that will impact access to services, increase program awareness, and help the project meet its goals. Letters of Commitment/Support can be attached and do not count towards the application page limit.

### **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. Include specific data, resources, or other information to justify your funding request.

Describe additional strategies your organization will use to maximize funding and deliver services efficiently, such as leveraging volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes. Describe plans to maintain cost-effectiveness and to support a model that is sustainable and replicable. Discuss the impact upon the proposed service area and/or target population should this project not be funded.

### **E. Outcomes and Evaluation**

List measurable outcomes and describe the methods, techniques, and tools that will be used to measure desired outcomes and to evaluate quality and effectiveness of proposed interventions and project activities. Although output (such as number of clients served, number of training sessions, number of outreach events) can be discussed in this area, measurable outcomes and output are not the same. The focus should be on desired measurable outcomes and the impact to target populations.

Explain how your organization will comply with all data collection and reporting requirements and describe the process that will be used to analyze data to monitor compliance, assess program effectiveness, and to guide program adjustments for continuous improvement.

### Resources

- [Aging and disability Evidence-Based Programs and Practices](#), Administration for Community Living
- [Program Areas - Health, Wellness, and Nutrition](#), Administration for Community Living
- [Health Promotion](#), Administration for Community Living
- [Center for Healthy Aging](#), National Council on Aging
- [Search Tool for Evidence-Based Programs](#), National Council on Aging
- [Subawards - Service Specifications](#), NV Aging and Disability Services Division

Nevada Aging and Disability Services Division

# SUBAWARD APPLICATION - COMPETITIVE

This form is to be used for all competitive funding opportunities under ADSD. A separate application is needed for each service proposed by the applicant.

**A complete application for funding consists of three files:**

ADSD Subaward Application – Competitive (PDF),

ADSD Subaward Budget Template (Excel),

ADSD Work Plan Template (Word), if applicable or requested by ADSD in the funding opportunity.

## A. Applicant Organization Information

<b>Funding Opportunity Number:</b>		<b>New Applicant:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Organization Name:</b>			
<b>Mailing Address</b>			
<b>Street Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip Code:</b>
<b>Physical Address (if different than mailing address)</b>			
Street Address:			
City:		State:	Zip Code:
Employer Identification Number:		Unique Entity ID (UEI) Number:	
Registered with NV Controller: <input type="checkbox"/> Yes <input type="checkbox"/> No		State Vendor Number:	
Organization Type: <input type="checkbox"/> Public Agency <input type="checkbox"/> 501 (C) 3 Non-Profit <input type="checkbox"/> For-Profit			
<b>Authorized Organizational Representative</b>			
Name:		Title:	
Email Address:		Phone Number:	
Additional Authorized Signer(s):		<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, list below)	
Name/Title/Email Address:			
Name/Title/Email Address:			
<b>Fiscal Officer</b>			
Name:			
Title:			
Email Address:			

## B. Project Information

Service Category:			Proposed Service:		
Same Physical Address as section A? <input type="checkbox"/> Yes <input type="checkbox"/> No, use address below					
Street Address:					
City:		State:		Zip Code:	

Name:		Title:	
Email Address:		Phone Number:	
<b>Area(s) to be Served by Project:</b>			

## C. Applicant Certifications

- ADSD [General Service Specifications](#) provide program standards for all funded programs, our organization has read and agrees to comply with these standards.
- Our organization has read and agrees to the [Service-Specific Specifications](#) of the proposed service (if applicable).
- The [Grant Instructions and Requirements](#) are statements of DHHS policy that ensure fiscal compliance with statues, regulations, and/or rules. Our organization has read and agrees to comply with these standards.
- Funding will be dispersed on a Reimbursement basis. Requests for Reimbursement will be submitted in accordance with the [ADSD Reporting Schedule](#).
- Our organization will submit Requests for Reimbursement on a(n) **select one** basis. This method cannot be changed in the middle of the budget period.
- Our organizational information in Section A matches the information on file with the State of Nevada Controllers Office. *Note: if you have not registered with the Controller's office or need to verify your registration visit: <https://controller.nv.gov>.*
- All subrecipients must notify their assigned Program Coordinator(s) of any significant changes within the organization and/or program. This includes but is not limited to: Organizational/Project address, changes in the Authorized Organizational Representative or authorized signers, changes in key personnel, and/or any budget modifications.
- If funded, applicants agree to submit any requested application revisions by the deadline given by ADSD in the Award Notification email. Failure to submit requested application revisions by the deadline may delay the project period and/or void the funding approval.

### **Certification by Authorized Official**

To the best of my knowledge and belief, all information in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the agency will comply with all provisions of the applicable grant program and all other applicable federal and state laws, current or future rules, and regulations. I understand and agree that any award received as a result of

this application is subject to the conditions set forth in the assurances.

<b>Name (printed):</b>	<b>Title:</b>
<b>Email:</b>	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>

## General Provisions and Assurances

This section is applicable to all subrecipients who receive funding from the ADSD under this NOFO solicitation. The subrecipient agrees to abide by and remain in compliance with the following:

1. Subrecipients will adhere to all applicable federal and state laws/regulations as noted on the final Notice of Subaward.
2. GAAP - Generally Accepted Accounting Principles and/or GAGAS - Generally Accepted Government Auditing Standards
3. GSA - General Services Administration for guidelines for travel
4. NV DHHS Grant Instructions and Requirements (GIRS)
5. State Licensure and Certification. The subrecipient is required to be in compliance with all State licensure and/or certification requirements.
6. The subrecipient's commercial, general or professional liability insurance shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent subgrantees, completed operations, personal injury, products, civil lawsuits, Title VII actions, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
7. To the fullest extent permitted by law, subrecipient shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the subrecipient, its officers, employees, and agents.
8. The subrecipient shall provide proof of workers' compensation insurance, upon request, as required by Chapters 616A through 616D inclusive Nevada Revised Statutes.
9. The subrecipient agrees to be a "tobacco, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed; The subrecipient will report within 24 hours the occurrence of an incident, following DHHS/ADSD policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.153 3(e).
10. Per NRS 179A.325, background checks are required for individuals who serve children, older adults, and people with disabilities.
11. Application to Nevada 211. The applicant is required to submit proof of registration with the Nevada 211 service. If applicant is applying for a new service, applicant will be required to submit an application for the new service if funded.
12. The subrecipient agrees to fully cooperate with all DHHS/ADSD sponsored studies including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
13. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal

Funding Accountability and Transparency Act.

14. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this subgrant may be reallocated if ANY terms of the sub-grant are not met, including failure to meet the scope of work. The DHHS/ADSD may reallocate funds to other programs to ensure that gaps in service are addressed.
15. The subrecipient acknowledges that if the scope of work is not being met, the subrecipient will be provided an opportunity to develop an action plan on how the scope of work will be met and technical assistance will be provided by ADSD staff or specified sub-contractor. The subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, ADSD will provide a written notice identifying the reduction of funds and the necessary steps.
16. Failure to meet any condition listed within the subgrant award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**Compliance with Notice of Funding Opportunity**

Applicant agrees to the following requirements of compliance with submission of an application.

- A. If the applicant has not met performance measures of previous DHHS/ADSD subgrants, ADSD reserves the right to not make additional awards.
- B. Funds are awarded for the purposes specifically defined in this document and shall not be used for any other purposes.
- C. ADSD reserves the right to make funding recommendations and subgrant awards in a manner that ensures geographic coverage for services throughout Nevada.
- D. ADSD will not evaluate proposals that do not meet technical requirements of the NOFO.

**Applicant Acknowledgment and Agreement:**

<b>Name (printed):</b>	<b>Title:</b>
<b>Email:</b>	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>

## Project Narrative

*\*See Notice of Funding Opportunity (NOFO) for specific guidance and page limits*

Purpose / Problem Statement

Proposed Intervention

Organizational Capacity and Partnerships

Cost-Effectiveness and Sustainability

Evaluation and Outcomes

February 25, 2026

To whom it may concern.

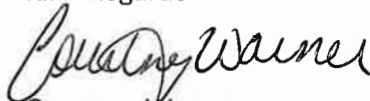
I am writing in support of Jump Around Carson in their pursuit of funding regarding opportunity number ADSD-SS-2027-C (Supportive Services for Older Adults and Family and Informal Caregivers). For more than a decade, funding from this grant opportunity has enabled Jump Around Carson (JAC) to provide free bus passes to seniors on the fixed-route system.

Offering free bus passes to Carson City seniors has a profound impact on their independence. With rising costs of daily necessities, having access to free transportation allows seniors the freedom to go grocery shopping, attend health and well-being appointments, and participate in the vital services of our Senior Center. JAC is a well-run transit program, providing safe and reliable transportation across a large area of Carson City, connecting bus riders to popular destinations like medical centers and hospitals, grocery and shopping centers, and prioritizing stops in low-income housing areas. JAC serves as a gateway to areas outside our county limits through its strategic bus stops that connect to neighboring transit systems, further expanding independence to access services like the VA and the Reno-Tahoe airport.

Our organization partners with Carson City Public Works to streamline access to the bus passes. Each year, Carson City Public Works and JAC Staff coordinate with us to hold a 2-day "Senior Bus Pass Event" in which seniors can apply for and receive their annual bus pass. This event is well anticipated every year by individuals who use the free bus pass, with attendees waiting well before our doors open to ensure they can obtain one. We continue distributing bus passes year-round to eligible recipients. We offer this service as a courtesy to JAC, using our trained volunteers to assist with enrollment, recognizing that year-round access is vital to ensure that all eligible seniors can receive a pass.

As JAC is a proven service trusted by the community. Our organizations have already begun planning for our coordinated efforts for FY27. We hope you will continue to support this essential service for Carson City seniors. Obtaining a bus pass is essential to seniors' continued independence.

Kind Regards



Courtney Warner  
Director

Carson City Senior Center  
(775) 883-0703



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** March 11, 2026

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) the submission of an application to the Nevada Aging and Disability Services Division (“ADSD”) for a Competitive Subaward Grant (“Grant”) seeking \$5,000 for Fiscal Year (“FY”) 2027 subject to a 15 percent local match equal to \$750 to support issuance of reduced fare monthly bus passes to eligible persons with disabilities to ride the Jump Around Carson (“JAC”) fixed-route system; and (2) authorization for the Transportation Manager to execute the Grant agreement as well as any future amendments to the Grant regarding extensions of time 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 submission of the Grant application and to authorize the Transportation Manager to execute the Grant agreement and future amendments regarding extensions of time and changes in funding not exceeding 10 percent of the present amount.

### **Board's Strategic Goal**

N/A

### **Previous Action**

N/A

### **Background/Issues & Analysis**

JAC currently offers reduced fares to individuals with disabilities on the fixed-route system. The standard fare for a monthly pass is \$40, while the reduced fare for a monthly pass is \$20. If approved and awarded the funding, the Grant would allow individuals with disabilities the opportunity to receive a monthly pass for only \$3, which would cover the 15% local match required of this grant opportunity.

In FY 2026 so far, JAC has sold 129 monthly reduced-fare passes at \$20 each, for a total fare revenue of \$2,580. This grant application seeks \$5,000 to provide up to 250 monthly fixed-route passes to cover approximately one year of passes sold. The Grant will be used as a pilot for individuals with a disability. Based on previous sales and a substantial reduction in cost to the consumer, distributing 250 disabled passes in FY 2027 is reasonably attainable for this opportunity.

Individuals with disabilities seeking to purchase an eligible reduced-fare pass will be required to

complete a short application and provide documentation of a disability and/or disability status. The cost to the rider will be \$3 each. The application is required only for the first purchase but must be completed to meet the terms of the Grant. Staff also anticipate coordination with agencies in Carson City who serve the disabled community to further promote and distribute these passes to individuals with disabilities.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Transit Fund, State Grants revenue account / 2253081-434010

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If approved, and the Grant is awarded, the Transit Fund, State Grants account will be increased by \$5,000. The Grant requires a match of \$750, which will come from user-provided fares. Fares for the disabled will be reduced, so there will be a net zero effect on ticket sales.

**Alternatives**

Do not approve the submission of the Grant application and direct staff to retract the application.

**Attachment(s):**

[5D\\_RTC\\_Exhibit 1 - SFY27\\_ADSD\\_Disability\\_Grant\\_Competitive\\_NOFO.pdf](#)

[5D\\_RTC\\_Exhibit 2 - SFY27\\_ADSD\\_Disability\\_Grant\\_Competitive\\_Application.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

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(Vote Recorded By)



NEVADA

**ADSD**

Aging & Disability Services Division

**Nevada Department of Human Services**  
**Aging and Disability Services Division**  
**Office of Community Living**

**Notice of Funding Opportunity**  
**Supportive Services for People with**  
**Physical Disabilities**

**Funding Opportunity Number:** ADSD-DS-2027-C

**Applications Due: March 16, 2026**

## Table of Contents

Funding Opportunity Description .....	3
Eligible Applicants .....	5
Applicant Resources.....	6
Award Information .....	7
Application and Submission Information.....	9
Application Review Information .....	10
Form Instructions.....	12
ADSD Subaward Application with Project Narrative – PDF File – Instructions .....	12
ADSD Subaward Budget Template – Excel File – Instructions.....	15
ADSD Work Plan – Word File – Instructions.....	19
Application Checklist .....	20

## State of Nevada

### Aging and Disability Services Division

<b>Funding Opportunity Title:</b>	Disability Services
<b>Project Period:</b>	July 1, 2026 – June 30, 2028
<b>Budget Period:</b>	July 1, 2026 – June 30, 2027
<b>Due Date for Applications:</b>	March 16, 2026

#### Funding Opportunity Description

##### Background

The Aging and Disability Services Division (ADSD) is seeking partner organizations to provide Services and Supports for people with physical disabilities. The goal of these services is to support the health and independence of people with physical disabilities and facilitate community integration and consumer choice.

This funding opportunity is in line with the ADSD mission:

*To empower individuals and their support systems by providing resources for disabilities and aging – connecting Nevadans to services and improving their quality of life.*

The Nevada Aging and Disability Services Division is responsible for the oversight and administration of a variety of service programs for individuals across the lifespan. This Notice of Funding Opportunity (NOFO) draws from a variety of consumer engagement efforts over the last two state fiscal years. This includes recommendations from the various advocacy bodies that fall under ADSD, the state's no wrong door system mapping efforts, and the five-year ADSD Olmstead Plan. The priorities within this NOFO draw from state plans published by advocacy bodies, surveys, one-on-one interviews, focus groups, and public meetings of the advocacy bodies.

Through combined efforts of community members, individuals with lived experience, organizations, and state agencies, ADSD has developed a division-specific Olmstead Plan which sets forth strategies to ensure older adults and people with disabilities have the opportunity to achieve optimal quality of life in the community setting of their choice. The Olmstead Plan guides the priorities of the competitive subaward process and improves service delivery and outreach efforts. The following goals are established in the ADSD Olmstead Plan:

- Goal 1: Improve knowledge about ADSD services and other resources.
- Goal 2: Expand workforce capacity to serve people in community-based settings.
- Goal 3: Increase accountability within ADSD for the implementation of timely, high quality, community-based services for individuals with disabilities.
- Goal 4: Embed a person-centered culture among all ADSD staff and within Division operations.

- Goal 5: Develop a systems-wide approach to addressing the comprehensive needs of individuals with disabilities from a person-centered framework.

While much of the ADSD Olmstead Plan is focused on infrastructure, the plan has identified several gaps in services for people with disabilities including affordable housing, transportation, supported living arrangements, personal assistance support and employment.

Currently, ADSD provides funding to community partners to address services and supports for Older Adults in areas such as: Transportation, In-Home Services (including Homemaker, Home Modification, and Personal Emergency Response System), Caregiver Support Services, Food Security, Health Promotion Programs, Assisted Living Supportive Services, and Ancillary Services.

This funding opportunity aims to expand services for people with disabilities, including individuals under age 60. This funding will be prioritized to support programs that enhance self-sufficiency and connect people with disabilities to essential services and resources.

### Current Challenges

Historically, Nevada's population has grown at much faster rates than the U.S. In fact, according to data from the American Community Survey, the number of people living in Nevada with an independent living difficulty increased by 43% between 2012 and 2022, which is three times the rate of growth nationally for this population group.

This growth is expected to continue through at least 2030. Additionally, the 2020 U.S. Census Bureau data shows 14.3% of Nevada's population are people living with one or more disability.

Nevada Population – Individuals with Disabilities:

<https://data.census.gov/vizwidget?q=040XX00US32&infoSection=Disability>

Through the development of the Olmstead Plan, ADSD has identified several system challenges to be considered throughout the subaward process and in implementing future services.

### Limited Resources

Despite a steadily increasing growth rate each year in Nevada's population, funding is not keeping pace. While ADSD has been able to diversify funding streams to support the needs of older adults and people with disabilities in Nevada, financial resources remain limited. In terms of community services for people with disabilities, ADSD issues funding opportunities to support Nevada Care Connection Resource Centers, the Assistive Technology for Independent Living program, Homemaker services, and Communication Access Services for the deaf and hard of hearing. This is the second comprehensive funding opportunity aimed at expanding services and supports for people with disabilities.

In addition to limited financial resources, Nevada is experiencing unprecedented shortages in providers across the state. While these shortages have significant impacts on Nevada's Medicaid Waiver services, they also drastically impact the community services available through

ADSD subaward recipients. Many areas of the state do not have a sufficient provider base to serve diverse populations. Local governments can often be the only available provider, yet most indicate they have been under-resourced or are limited in service options. In many communities, volunteers could be a potential solution to meet the needs of older adults and people with disabilities, but there has been a shortage of willing and qualified volunteers.

### Coordination of Services

Community providers are working to partner across services; however, when asked to describe partnerships they are most often solely referral based. In recent years, ADSD has deployed Regional Coordinators in three of five service areas intended to support effective coordination of services, increased awareness of services, and identify gaps in services. Additionally, conversations with providers and people with disabilities alike continue to cite 'information about services' as one of the top needs in accessing services. Increased coordination is needed between community partners for the availability of accurate and consistent service information throughout Nevada's provider network.

### Impact of Services

Historically, ADSD and community partners focused on the number of people served and the units of service (outputs). Nationally and within Nevada there has been a gradual shift to identify target populations and put emphasis on the *impact* of service delivery to these populations (outcomes). This shift is critical to fuel advocacy efforts for sustained and increased funding. Cost effective services are necessary. However, high quality services that promote a person-centered approach, individualized options, and support individuals in addressing their long-term goals and needs is essential. Economic stability, community integration, and alignment with the independent living philosophy is critical to supporting individuals with disabilities to achieve their goals.

### Funding Description

This funding opportunity is supported by federal funds from the Social Services Block Grant (Title XX of the Social Security Act). There is approximately \$1,000,000 to fund programs under this funding opportunity.

In alignment with Title XX of the Social Security Act, funding will be subawarded to applicants evidencing service priority to people with disabilities who have low-income (300% of FPL or lower); individuals under the age of 60, and particularly in the following categories:

- Individuals at risk for institutional placement;
- Individuals with the greatest economic or social need; and
- Individuals residing in rural areas.

### Eligible Applicants

Non-profits, public agencies, and for-profit businesses may apply if interested in providing services outlined in this funding opportunity. All applicants must be in good standing with the State of Nevada and the Federal Government. If an applicant has not responded to any audit

finding from ADSD or the Department of Human Services (DHS), their application may not be considered for funding.

### Applicant Resources

- The Nevada Governor’s Office of Federal Assistance is available to provide pre-award assistance to applicants. More information about available services is available at <https://ofa.nv.gov>.
- Nevada ePro – State of Nevada Funding Opportunities: <https://nevadaepro.com/>
- ADSD List of Funding Opportunities: [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/)  
\*Full NOFO Information now listed through Nevada ePro (see link above)
- [Social Services Block Grant Overview](#)
- [Nevada Statewide Independent Living Council | NVSILC](#)
- [One Nevada Transportation Plan](#), Nevada Department of Transportation
- [NV DHS Food Security Strategic Plan 2023](#)
- [Aging and Disability in America Data](#), Administration for Community Living
- [LTSS Initiatives](#), Advancing States

### Informational Meeting

ADSD will host an optional, virtual Applicant Informational Meeting on Thursday, February 19, 2026, at 1:00 pm PT via Microsoft Teams. No registration or reservation is needed. For additional information or **to request accommodations**, please email [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

[Click here to join the meeting](#)

**Meeting ID:** 259 285 346 003

**Passcode:** PK6VD3zk

Or call in (audio only):

[+1 775-321-6111](tel:+17753216111), [650775659#](tel:+17753216111)

Phone Conference ID: 650 775 659#

### Applicant Questions and Answers

ADSD will take questions and provide answers related to this NOFO through the submission deadline. Q&A will be regularly updated and posted on the ADSD List of Funding Opportunities website: [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/). Submit questions by email to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

## Award Information

### Service Priorities

The Aging and Disability Services Division has approximately \$1,000,000 to support service programs under this funding opportunity. ADSD has broadly defined five (5) service priorities for this funding opportunity. Service priorities are defined based on the overall benefit to the target population, and proposals should focus on a specific service within the chosen service priority.

- Transportation** This category focuses on transportation options for access to community services including but not limited to medical services, adult day care, social services, shopping, socialization, and nutrition. Transportation helps support individual goals in health, food security, socialization, and economic independence. Overcoming transportation barriers needs to be considered on a systemic level both through policy and practice.
- Housing** Affordable, accessible housing is an ongoing challenge for many Nevadans across various age groups and disability statuses. While the issues surrounding housing are complex, services to support individuals in maintaining housing or accessing housing are necessary to support community integration. This category may include services to help divert individuals from institutional care.
- In-Home Services** In-home services can include a variety of services to support activities of daily living and instrumental activities of daily living. This priority area may include services such as personal care support, social support, independent living skills training, assistive technology, employment services and other supports.
- Food Security** These services focus on increasing food security among people with disabilities which can include (but are not limited to) home delivered meals, grocery delivery, nutrition education, or similar services.
- Ancillary Services** This category consists of other supportive services that help promote independent living and quality of life in the community. Services in this category do not fall into one of the above categories.

### Subrecipient Responsibilities

This is a competitive funding opportunity. Applications will be evaluated, in part, on the applicant's stated plan of action and demonstrated capacity to begin effectively and expeditiously implementing subaward activities within sixty days of the start of the subaward project period. The subaward is an agreement between the applicant and the Aging and Disability Services Division (ADSD).

**The subaward recipient agrees to the responsibilities outlined below.**

In addition to the Applicant Certifications included in the ADSD Subaward Application form, the following conditions apply for funded projects.

- Programs awarded funding must provide requested revisions to ADSD by the date indicated in the funding notification email. A Notice of Subaward (NOSA) cannot be issued without requested revisions.
- Applications must be signed by the Authorized Organizational Representative (AOR), the head of the agency who is legally responsible for the organization.
- If the subaward recipient's registered address changes, the subaward recipient must submit a Vendor Information Update and/or Additional Remittance Form to the Nevada State Controller's Office. ADSD must receive timely notification of address and Vendor Number changes to avoid delay in dispersing funds.
- All subaward recipients must have a Unique Entity ID (UEI) Number and active registration on SAM.gov.
- All subaward recipients must have an Employer Identification Number (EIN) or Federal Tax Identification Number.
- All subaward recipients must comply with the Nevada Department of Human Services' (DHS) Grant Instructions and Requirements (GIRS) and ADSD Requirements and Procedures for Grant Programs (RPGPs). The GIRS and RPGPs are statements of DHS and ADSD policy that ensure fiscal compliance with statutes, regulations, and/or rules.
  - GIRS:  
[https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant\\_Instructions\\_and\\_Requirements\\_Revised\\_1.2025\\_-\\_FINAL\\_R.pdf](https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant_Instructions_and_Requirements_Revised_1.2025_-_FINAL_R.pdf)
  - RPGPs:  
<http://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf>.
- All subaward recipients must comply with ADSD's General Service Specifications, <https://adsd.nv.gov/Programs/Grant/ServSpecs/Documents/>
- All subaward recipients must comply with the Program-Specific Service Specifications, referenced in the Appendix for each service category, as located on ADSD's site <https://adsd.nv.gov/Programs/Grant/ServSpecs/Documents/>.
- All subaward recipients must comply with ADSD's data collection, entry, and reporting requirements. Monthly, quarterly, and annual reports should be submitted timely and follow the instructions provided in ADSD's guidance. Reporting requirements may change at the discretion of ADSD and/or the funder.
- Failure to comply with reporting requirements will result in fiscal monitoring findings and can place a subrecipient's funding in jeopardy.
- The Request for Reimbursement (RFR) form must be submitted by the 15<sup>th</sup> day of each month for the previous month of service, unless otherwise specified in the Notice of Subaward (NOSA). Deviation from the reimbursement schedule must be **pre-approved in writing** by the ADSD Grants Management Team. RFRs must include all required

backup documentation. RFR Instructions:

<https://adsd.nv.gov/programs/grant/RFRinstructions/>

- \*In rare circumstances and under certain conditions, advanced payments may be approved (GIRS 25-16).

### **ADSD staff agrees to the responsibilities outlined below:**

- ADSD team members will provide reporting instructions to all subaward recipients.
- All subaward recipients will be assigned a Program Coordinator (PC) who is available to aid with aspects of subaward management, program-specific technical assistance, and program development. Fiscal Auditors are available for questions on fiscal matters.
- The assigned PC will contact subaward recipients regarding requested revisions before a Notice of Subaward (NOSA) can be issued.
- NOSAs will be distributed to funded programs in June 2026, or as soon as possible pending receipt of requested revisions.
  - The Request for Reimbursement (RFR) Workbook will be sent with the NOSA.
- ADSD may, at its discretion, conduct monitoring of subaward recipients at any time during the subaward period or up to three years after the close of a subaward. Programs will be assessed to evaluate fiscal accountability, progress towards achieving project goals and objectives, data collection and reporting, client satisfaction and outcomes, as well as adherence to all regulations, statutes, and/or rules. Programmatic and fiscal monitoring will occur in accordance with federal requirements, funding terms, and Department of Human Services (DHS) policies.

### **Subrecipient Training**

ADSD will make training available to all subaward recipients as needed. Training can include the Request for Reimbursement (RFR) process, reporting, data entry, and other requirements.

Additionally, if services, clients/consumers, or equipment need to be transferred from one community partner to another, the ADSD Grant Management Team coordinate with all involved partners to develop a transition plan.

### **Application and Submission Information**

Applicants must submit a **separate application for each service** they wish to apply for, regardless of the service category. If one application is submitted for multiple services, the application may be rejected or not considered for funding.

### **Division Contacts**

General program/service questions and technical assistance on the required forms, beyond instructions provided in this document, can be directed to: [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov)

Questions and answers that are helpful for all applicants will be posted online at [https://adsd.nv.gov/Programs/Grant/Notices\\_of\\_Funding\\_Opportunities/](https://adsd.nv.gov/Programs/Grant/Notices_of_Funding_Opportunities/).

## Application Forms and Submission Information

The Competitive Subaward Application consists of the three (3) forms (listed below).

Applications must include all required components (see [Application Checklist](#)) to be considered for funding.

1. ADSD Subaward Application - Competitive (PDF)
2. ADSD Subaward Budget Template (Excel)
3. ADSD Work Plan Template (Word)

**Deadline:** Applications are due on or before Monday, March 16, 2026, by 11:59 pm (PT).

Applications must be emailed to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).

## Application Review Information

### Application Screening

- Each application will undergo an initial review for completeness and adherence to submission instructions. Applications that are incomplete or fail to meet all submission requirements will be rejected and will not be considered for funding. Applicants whose applications are rejected will receive written notification.
- If submitted before the deadline, applicants may correct and resubmit their application. After the submission deadline has passed, applicants may appeal a rejected application. All appeals must be submitted in writing through [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov) and must be addressed to the ADSD Administrator.
- The ADSD Administrator, or designee, will notify the applicant of the Administrator's decision, in writing, within ten working days of receiving the applicant's appeal.
- The ADSD Administrator's decision is final. There is no additional appeal process.

### Review and Selection Process

After application screening, ADSD staff and independent reviewers will review all applications and make initial funding recommendations based on scoring criteria defined in the following section.

Reporting and compliance history of previous or current subaward recipients will be considered in funding recommendations and funding decisions.

ADSD may negotiate with or seek additional information from applicants before final decisions are made. Prompt response to requests for information or negotiations is strongly encouraged to prevent delays in funding or non-funded applications.

Final funding decisions will be made by the ADSD Administrator based on application scores, funding availability, regional allocations, and the applicant's compliance history (if applicable).

The ADSD Administrator's funding decision is final. Final funding decisions are not subject to appeal.

## Scoring Criteria

Competitive applications will be scored according to the following matrix (50-point total) based on all application components:

### **1. Project Relevance, Current Need, and Priority Populations (up to 10 points)**

- The applicant clearly identifies the proposed project, project relevance, as well as the unmet needs and service gaps that will be addressed by the applicant's project.
- The targeting plan is well defined and expands awareness and access to the service.
- The applicant identifies priority populations to be served. Priority is given to underserved and the most vulnerable populations which may include individuals who are homebound, isolated, low-income, a minority, and/or living in rural or frontier areas.
- The applicant describes anticipated barriers and plans to address barriers.

### **2. Capacity and Approach (up to 15 points)**

- The applicant clearly describes the proposed project, including their approach and specific activities to be completed. Activities to reach priority populations are included.
- The applicant demonstrates their experience and ability to complete the proposed project.
- The applicant identifies and defines the role of key staff, partnerships, and other resources that will have a significant role in completing project activities.
- The project describes new or innovative approaches that will help expand their capacity to increase access to the service.

### **3. Cost Effectiveness and Sustainability (up to 10 points)**

- The submitted budget is complete and the applicant's projected costs are reasonable.
- There are other funding sources identified to help support the project.
- The level of funding requested is explained and justified within the proposal.
- The applicant demonstrates cost-effectiveness and financial accountability.
- Projected costs are relevant to project activities.

### **4. Project Impact (up to 10 points)**

- Project goals, objectives, and intended outcomes are clearly stated.
- The applicant describes methods of documenting and evaluating project effectiveness, quality of service delivery, and impact on target populations.
- Goals and objectives are relevant to the intent of funding and address identified gaps and needs.
- Goals and objectives support activities that help improve access to services and promote program awareness.
- The goals, objectives, and activities of the project have an established timeline that is reasonable.

## 5. Adherence to application instructions and accurate completion of forms (up to 5 points).

- The applicant followed the instructions. All required forms, sections, and the Project Narrative were completed accurately and completely.
- Responses are detailed and concise.

### Anticipated Announcement Award Date

Funding decisions will be announced via email in June 2026. Requested application and budget revisions must be received by the date included in the funding notification email, for a Notice of Subaward to be issued.

Notices of Subaward (NOSAs) will be distributed in June 2026, or as soon as possible once ADSD receives requested revisions, as applicable.

### Form Instructions

#### Application Format

All Applications **MUST** conform to the following requirements to be considered for funding:

- Applications must be computer-generated on the ADSD Application Forms.
- There are three files required for all competitive applications:
  - (1) ADSD Subaward Application – Competitive with Project Narrative (PDF),
  - (2) ADSD Subaward Budget Template (Excel),
  - (3) **If applicable**, the ADSD Work Plan (Word).
- All application forms have pre-set formatting including fonts, line spacing, and margins.
- Expand rows on the Budget (Excel file) so that all text entered is visible.
- The Project Narrative must be submitted with the ADSD Subaward Application Form as one PDF document.
- The Project Narrative must be concise and no more than 5 pages (excluding attachments). Do not include cover sheets, cover letters, unsolicited attachments, or application instruction pages, as they will be included in the page limit.
- Applications are expected to be free of spelling and grammatical errors.
- Budget line item (row) calculations must be included where required and accurate to the penny.
- Submitted applications must be assembled according to the instructions on the [Application Checklist](#).

### ADSD Subaward Application with Project Narrative – PDF File – Instructions

#### A. Applicant Organization Information

This section captures information regarding the Applicant Organization. The Applicant Organization is the agency that will be named as the subrecipient on the Notice of Subaward

and is responsible for the funds awarded. All information in this section must match exactly what is on record with the State of Nevada Controller's Office. *Failure to provide correct information in this section will prevent ADSD from making payments to the subrecipient if funding is approved.*

The Authorized Organizational Representative (AOR) is the individual authorized to sign and submit an application on behalf of the organization. The AOR is responsible for the organization's compliance with the terms and conditions of subawards, including compliance with state and federal laws/regulations. In non-profit organizations, this person is the Chair or President of the Board of Directors.

- B. Applications must be signed by the Agency's Authorized Organizational Representative (AOR).
- C. The Agency's AOR may list up to two (2) Additional Authorized Signers on the application, indicating authorized representatives who are able to sign NOSAs, Amendments, or other documents.
- D. Changes to the approved AOR and/or Authorized Signers must be submitted in writing by the Agency's AOR. A signed, dated letter should be submitted to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov). Authorized Signer letters are valid through the end of the Subaward Period (dates are noted on the Notice of Subaward).
- E. The Fiscal Officer is the point of contact for any concerns regarding the budget, requests for reimbursement, and annual audits.

#### **F. Project Information**

This section is for project specific information including the service priority, specific service, and physical address of the project. This section should also list the Project Director who is assigned as the manager/coordinator/lead for this project. The Project Director is the day-to-day contact for ADSD.

#### **G. Applicant Certifications**

These are required certifications for all applicants, acknowledging the information contained within the application is true and correct.

#### **H. General Provisions and Assurances**

This section lists the general provisions and assurances associated with the ADSD Notice of Funding Opportunity. If approved for funding, these assurances are superseded by the Assurances that are included in the formal Notice of Subaward.

## Project Narrative

The Project Narrative is required for every application. The Project Narrative is a critical component that serves as the basis for evaluating the proposal for funding. Other application components including the budget should align with the project narrative.

The Project Narrative should present a clear, detailed, and concise description of your project outlining its purpose, objectives, capacity, and anticipated outcomes. The project narrative should include information to address each section below. **Page Limit: 5 pages.**

### **A. Purpose / Problem Statement**

Describe, in both quantitative and qualitative terms, the nature and scope of the particular problem, challenge, need, service gap, and/or issue your organization seeks to address with this funding. Include information about unmet needs, service gaps, and specific concerns individuals with disabilities face in accessing and utilizing services, that will be addressed through the proposed intervention. Identify the specific populations to be served through the proposed project and how the proposed intervention may impact that population. Identify the intended service area. Discuss anticipated challenges or barriers to outreach, access to services, and in implementing proposed interventions.

### **B. Proposed Intervention**

Clearly and concisely describe how your organization plans to carry out the proposed service(s) and rationale for selecting these particular intervention(s). Define the specific goals and measurable objectives of the proposed project. How do these align with the needs of the target population? Include a description of specific activities planned to achieve set goals and how your organization intends to address anticipated challenges. Identify the proposed service area and include information regarding your organization's existing efforts in this service area or how the organization will expand into a new service area.

Describe any new or innovative approaches your project will incorporate. How will these approaches improve outcomes for older adults, individuals with disabilities, and caregivers? Highlight strategies for continuous improvement and responsiveness to community needs. Discuss technical assistance or support needed to successfully implement the proposed intervention.

### **C. Organizational Capacity and Partnerships**

Describe the organization's capacity to effectively manage funding, implement the proposed intervention(s), and build sustainable partnerships to benefit older adults, individuals with disabilities, and caregivers. Include information about past experiences and lessons learned.

Identify key project staff and describe specific roles and responsibilities each person will be assigned. Explain how training and ongoing communication will be used to develop and maintain a well-trained, competent workforce consisting of paid staff, volunteers, and/or in-kind

partners. Resumes of key project staff may be included and do not count towards the application page limit.

Identify key partnerships and discuss how they will contribute to achieving the project's objectives and outcomes. Discuss existing and planned collaborative efforts that will impact access to services, increase program awareness, and help the project meet its goals. Letters of Commitment/Support can be attached and do not count towards the application page limit.

#### **D. Cost-Effectiveness and Sustainability**

Describe resources outside ADSD funding to be used to support this service. How will these resources be used to enhance services? Provide a thorough justification for the level of funding requested from ADSD in this application. Include specific data, resources, or other information to justify your funding request.

Describe additional strategies your organization will use to maximize funding and deliver services efficiently, such as leveraging volunteer services. Provide information about any contractual organization(s) that will have a significant role in implementing and achieving outcomes. Describe plans to maintain cost-effectiveness and to support a model that is sustainable and replicable. Discuss the impact upon the proposed service area and/or target population should this project not be funded.

#### **E. Outcomes and Evaluation**

List measurable outcomes and describe the methods, techniques, and tools that will be used to measure desired outcomes and to evaluate quality and effectiveness of proposed interventions and project activities. Although output (such as number of clients served, number of training sessions, number of outreach events) can be discussed in this area, measurable outcomes and output are not the same. The focus should be on desired measurable outcomes and the impact to target populations.

Explain how your organization will comply with all data collection and reporting requirements. Describe the process that will be used to analyze data to monitor compliance, assess program effectiveness, to guide program adjustments for continuous improvement.

#### [ADSD Subaward Budget Template – Excel File – Instructions](#)

This file is required for all ADSD Subawards, regardless of type. For additional guidance on budgets, applicants should refer to the [Grant Instructions and Requirements \(DHS\)](#) and the [Requirements and Procedures for Grant Programs \(ADSD\)](#) for rules and regulations on allowable expenses.

The Excel file has formatting that is accessible to all users. While adding information to the Excel file, you may format the cells and rows as needed to fit your text, including expanding rows so all text is visible.


There are two (2) required forms in this workbook: *Budget Narrative and Budget Summary*. Each form is a separate tab at the bottom of the page/workbook. If you do not see the tabs at the bottom of the page, maximize the screen by clicking the button on the top right side of the screen that looks like a little window.

**PLEASE NOTE:** Do not utilize multiple copies of the Excel file to create your application. The Excel file contains formulas that calculate and carry information from page to page. For best results, complete each tab of the workbook in order. Do not paste in information from past applications, as it might cause problems with the formulas. Complying with these requirements will ensure that invalid error messages are not shown on the Budget Narrative or Budget Summary, and that linked boxes will have a value.

### Budget Narrative

Enter the applicant's Organizational Name and service type at the top of the page.

Describe program expenses requested from ADSD using the budget categories included in the Budget Narrative. Use the descriptions at the top of each budget section and the information listed below as a guide for each budget category. Be sure to provide detailed responses, justification where indicated, calculations as required, and explain how each expense is related to the proposed project. Identify any one-time costs. Follow the examples throughout the file.

**THIS TAB IS NOT PROTECTED.** Do not delete formulas. Ensure text in each row is visible; expand rows as needed. (Go to numbered rows on the left side of worksheet and drag the bottom line of the row down when you see your cursor change to , or right click on the row number and choose Row Height to enter a height.) Each budget section has additional rows that you may unhide to utilize. Contact ADSD if you need assistance.

**PERSONNEL:** Line A: List *program and administrative* staff (Name, Title, PCN) that will provide **direct** service under the proposed services and the associated costs to be charged to the subaward, using the column headers as guides. Costs associated with administrative staff providing **indirect** services may only be included in this section in fixed-fee proposals; otherwise, the expenses may be included as part of the indirect/administrative expense percentage at the end of the Budget Narrative. Place an asterisk (\*) beside all new positions. If your agency does not have a Position Control Number (PCN) system, one must be developed to identify each position. Line B: for each position listed: List the fringe benefits provided (FICA, Medicare, vacation, state industrial insurance, unemployment insurance, etc.). Briefly describe the position's duties as they relate to the funding and program objective.

**TRAVEL/TRAINING:** Identify in-state and out-of-state travel to be completed during the budget period. The red writing must be replaced with actual trip information, such as the name of a conference, location, etc. Complete the trip expenses and enter justification. If multiple trips are proposed, copy, and paste another in-state or out-of-state section into the narrative as stated on the form. Utilize <https://www.gsa.gov> for mileage, per diem and lodging. If lodging exceeds the GSA rate, provide an explanation in the Justification section.

If requesting general in-state mileage for operational purposes, enter the cost in the mileage section *below* "In-State Travel," provide an explanation of the cost calculation and the reason for travel.

OPERATING: Include SPECIFIC facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance (split by type), fuel, as well as utilities such as power, water, and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

EQUIPMENT: List equipment to purchase or lease, which costs \$10,000 or more (per item), and justify these expenditures. Equipment items that cost less than \$10,000 should be listed under Operating. Justify the need for these items. There is no guarantee that ADSD will have funds available for equipment.

CONTRACTUAL/CONSULTANT SERVICES: Explain the need and/or purpose for the contractual and/or consultant service. Identify and justify these costs. Only include costs for which there is a written contract or agreement that can be presented to ADSD, if requested.

OTHER: Identify and justify all other expenditures that cannot be identified within another category. These costs may include any relevant expenditure associated with the project. These costs are to be included only if they are associated exclusively with this program. If they are associated with multiple sources of funding, the costs are to be included in Administrative Expenses. Follow the example on the form.

ADMINISTRATIVE/INDIRECT EXPENSES or FEDERAL INDIRECT COST RATE (FICR): Administrative/indirect expenses and FICR are to be used to help cover expenses that are not easily assigned to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed, depending on the funding source and existence of an FICR letter. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Administrative/indirect expenses do not apply to equipment or fixed fee subawards or portions of subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20\*. Modified Direct Costs (de minimis rate of 15%) must be based upon expenses as outlined within the RPGPs. FICR amount must be based upon allowed expenses per your organization's current FICR letter. Attach a copy of your FICR letter to the application, as applicable.

### **Budget Summary (Excel File tab two)**

This page offers a summary of the subaward budget, Match, and other funding. Information entered the Budget Narrative tab, which will populate the *ADSD Funds* column. Applicants will input funding information in the orange cells.

The applicant's Organizational Name and service type will autofill from information entered at the top of the Budget Narrative tab.

List potential/estimated amounts and sources of program income, such as client donations, in box D (expand row as needed). If your program has a sliding fee scale or cost-sharing procedure, indicate how the program will manage the process according to the RPGPs.

Break out Match into the budget expense categories on the Budget Summary (tab two) to show where it will be applied. See the below "Matching Funds" section for additional information.

In the columns after Match, enter any other funding that will be used to support the proposed service. Enter the name of the funding source where indicated, whether the funding is pending or secured, and the amount to be used towards the program. Then, break out the funding into the budget expense categories.

Ensure all boxes on row 21 are zero as stated in the row header.

Add comments to box B. Expand the row as needed to show all text.

Identify sources of Match in box C (expand row as needed). Indicate whether the Match is pending or secured. Match can be non-federal cash or in-kind.

List potential/estimated amounts and sources of program income, such as client donations, in box D (format as needed). If your program has a sliding fee scale or cost-sharing procedure, indicate how the program will manage the process according to the RPGPs.

### **Matching Funds**

Matching funds are required at 15% of the ADSD-requested amount. Match may be non-federal cash or in-kind and must be reflected and thoroughly described on the Budget Summary tab of the Excel application file. Program income cannot be used as Match. Examples of non-federal cash Match include other funding sources to support this service. *In-kind Match* is the value of any real property, equipment, goods, or services (including volunteer time) contributed to a funded program that would have been considered eligible expenses within the program's budget for the funded service. Review the Department of Human Services (DHS) Grant Instructions and Requirements (GIRS) for additional information regarding Match: [https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant\\_Instructions\\_and\\_Requirements\\_Revised\\_1.2025\\_-\\_FINAL\\_R.pdf](https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant_Instructions_and_Requirements_Revised_1.2025_-_FINAL_R.pdf)

## **Program Income**

1. Client service donations may not be used as Match but may be solicited for all services. Solicitation must be non-coercive. The donation process must be confidential and voluntary.
2. Cost sharing means contributions made to a program based on a sliding-fee scale. The Division's Cost Sharing Policy can be found on pages 73-75 of the RPGPs:  
<http://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf>

### **ADSD Work Plan – Word File – Instructions**

The ADSD Work Plan should be reflective of and consistent with the goals and proposed activities identified in the Project Narrative and Budget.

The ADSD Workplan is revisable. The goals listed on the template may not align with the prioritized goals of the proposed project. For instance, Goal 1 may be kept as "Outreach" or changed to "Target Population" or "Service Delivery".

For each goal, list relevant objectives, activities, and strategies to be implemented to achieve objectives. Identify timeframes involved (including start and end dates) under "Timeline." Under "Evaluation Tool" list relevant tools, techniques, systems, and/or methods that will be used to collect, report, and measure outputs and outcomes. Finally, document projected output and expected outcomes based on activities and strategies to be implemented.

## APPLICATION CHECKLIST

### A complete application for funding consists of:

- The ADSD Subaward Application – Competitive (PDF)
- The ADSD Subaward Budget Template (Excel)
- The ADSD Work Plan Template (Word)

The ADSD Subaward Application – Competitive Form must include the Project Narrative and be submitted as one PDF file. The ADSD Subaward Budget template must be submitted as an Excel File. The ADSD Work Plan (if submitted) must be submitted as a Word document.

If any of the required documents are incomplete or missing, the application will be rejected. If the application is not received by the date requested (including revisions), funding may be delayed or may not be awarded.

### Required Documents:

- ADSD Subaward Application – Competitive (PDF File)
- Project Narrative (same PDF File)
- Budget Narrative (Excel File, tab one)
- Budget Summary (Excel File, tab two)
- ADSD Work Plan (Word File)

### Optional Attachments – *If included, these will not count towards the page limit.*

- Proof of Nevada 211 Listing - Agency and Service(s) (required upon funding approval)
- Sliding-Fee Scale/Cost Sharing Policy (required if applicant uses it for the service)
- Resumes for Project Director and Key Personnel (optional, but encouraged)
- Letters of Commitment/Support (optional, but encouraged)
- Contracts or Memorandums of Understanding (if applicable to the program/service)

**\*The ADSD Subaward Application and all attachments must be submitted via email to [ADSDGrants@adsd.nv.gov](mailto:ADSDGrants@adsd.nv.gov).**

**Applications are due Monday, March 16, 2026 by 11:59pm (PT).**

## Nevada Aging and Disability Services Division

# SUBAWARD APPLICATION - COMPETITIVE

This form is to be used for all competitive funding opportunities under ADSD. A separate application is needed for each service proposed by the applicant.

**A complete application for funding consists of three files:**

ADSD Subaward Application – Competitive (PDF),

ADSD Subaward Budget Template (Excel),

ADSD Work Plan Template (Word), if applicable or requested by ADSD in the funding opportunity.

## A. Applicant Organization Information

<b>Funding Opportunity Number:</b>		<b>New Applicant:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Organization Name:</b>			
<b>Mailing Address</b>			
<b>Street Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip Code:</b>
<b>Physical Address (if different than mailing address)</b>			
Street Address:			
City:		State:	Zip Code:
Employer Identification Number:		Unique Entity ID (UEI) Number:	
Registered with NV Controller: <input type="checkbox"/> Yes <input type="checkbox"/> No		State Vendor Number:	
Organization Type: <input type="checkbox"/> Public Agency <input type="checkbox"/> 501 (C) 3 Non-Profit <input type="checkbox"/> For-Profit			
<b>Authorized Organizational Representative</b>			
Name:		Title:	
Email Address:		Phone Number:	
Additional Authorized Signer(s): <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, list below)			
Name/Title/Email Address:			
Name/Title/Email Address:			
<b>Fiscal Officer</b>			
Name:			
Title:			
Email Address:			

## B. Project Information

<b>Project Title:</b>		
Service Category:	Proposed Service:	
Same Physical Address as section A? <input type="checkbox"/> Yes <input type="checkbox"/> No, use address below		
Street Address:		
City:	State:	Zip Code:
<b>Project Director</b>		

Name:	Title:
Email Address:	Phone Number:
<b>Area(s) to be Served by Project:</b>	

## C. Applicant Certifications

- ADSD [General Service Specifications](#) provide program standards for all funded programs, our organization has read and agrees to comply with these standards.
- Our organization has read and agrees to the [Service-Specific Specifications](#) of the proposed service (if applicable).
- The [Grant Instructions and Requirements](#) are statements of DHHS policy that ensure fiscal compliance with statues, regulations, and/or rules. Our organization has read and agrees to comply with these standards.
- Funding will be dispersed on a Reimbursement basis. Requests for Reimbursement will be submitted in accordance with the [ADSD Reporting Schedule](#).
- Our organization will submit Requests for Reimbursement on a(n) **select one** basis. This method cannot be changed in the middle of the budget period.
- Our organizational information in Section A matches the information on file with the State of Nevada Controllers Office. *Note: if you have not registered with the Controller's office or need to verify your registration visit: <https://controller.nv.gov>.*
- All subrecipients must notify their assigned Program Coordinator(s) of any significant changes within the organization and/or program. This includes but is not limited to: Organizational/Project address, changes in the Authorized Organizational Representative or authorized signers, changes in key personnel, and/or any budget modifications.
- If funded, applicants agree to submit any requested application revisions by the deadline given by ADSD in the Award Notification email. Failure to submit requested application revisions by the deadline may delay the project period and/or void the funding approval.

### **Certification by Authorized Official**

To the best of my knowledge and belief, all information in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the agency will comply with all provisions of the applicable grant program and all other applicable federal and state laws, current or future rules, and regulations. I understand and agree that any award received as a result of

this application is subject to the conditions set forth in the assurances.

<b>Name (printed):</b>	<b>Title:</b>
<b>Email:</b>	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>

## General Provisions and Assurances

This section is applicable to all subrecipients who receive funding from the ADSD under this NOFO solicitation. The subrecipient agrees to abide by and remain in compliance with the following:

1. Subrecipients will adhere to all applicable federal and state laws/regulations as noted on the final Notice of Subaward.
2. GAAP - Generally Accepted Accounting Principles and/or GAGAS - Generally Accepted Government Auditing Standards
3. GSA - General Services Administration for guidelines for travel
4. NV DHHS Grant Instructions and Requirements (GIRS)
5. State Licensure and Certification. The subrecipient is required to be in compliance with all State licensure and/or certification requirements.
6. The subrecipient's commercial, general or professional liability insurance shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent subgrantees, completed operations, personal injury, products, civil lawsuits, Title VII actions, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
7. To the fullest extent permitted by law, subrecipient shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the subrecipient, its officers, employees, and agents.
8. The subrecipient shall provide proof of workers' compensation insurance, upon request, as required by Chapters 616A through 616D inclusive Nevada Revised Statutes.
9. The subrecipient agrees to be a "tobacco, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed; The subrecipient will report within 24 hours the occurrence of an incident, following DHHS/ADSD policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.153 3(e).
10. Per NRS 179A.325, background checks are required for individuals who serve children, older adults, and people with disabilities.
11. Application to Nevada 211. The applicant is required to submit proof of registration with the Nevada 211 service. If applicant is applying for a new service, applicant will be required to submit an application for the new service if funded.
12. The subrecipient agrees to fully cooperate with all DHHS/ADSD sponsored studies including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
13. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal

Funding Accountability and Transparency Act.

14. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this subgrant may be reallocated if ANY terms of the sub-grant are not met, including failure to meet the scope of work. The DHHS/ADSD may reallocate funds to other programs to ensure that gaps in service are addressed.
15. The subrecipient acknowledges that if the scope of work is not being met, the subrecipient will be provided an opportunity to develop an action plan on how the scope of work will be met and technical assistance will be provided by ADSD staff or specified sub-contractor. The subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, ADSD will provide a written notice identifying the reduction of funds and the necessary steps.
16. Failure to meet any condition listed within the subgrant award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**Compliance with Notice of Funding Opportunity**

Applicant agrees to the following requirements of compliance with submission of an application.

- A. If the applicant has not met performance measures of previous DHHS/ADSD subgrants, ADSD reserves the right to not make additional awards.
- B. Funds are awarded for the purposes specifically defined in this document and shall not be used for any other purposes.
- C. ADSD reserves the right to make funding recommendations and subgrant awards in a manner that ensures geographic coverage for services throughout Nevada.
- D. ADSD will not evaluate proposals that do not meet technical requirements of the NOFO.

**Applicant Acknowledgment and Agreement:**

<b>Name (printed):</b>	<b>Title:</b>
<b>Email:</b>	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>

## Project Narrative

*\*See Notice of Funding Opportunity (NOFO) for specific guidance and page limits*

Purpose / Problem Statement

Proposed Intervention

Organizational Capacity and Partnerships

Cost-Effectiveness and Sustainability

Evaluation and Outcomes



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** March 11, 2026

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action - Discussion and possible action regarding Contract 26300221 (“Contract”) with Parametrix, Inc. (“Parametrix”) to assist in the development of the City of Fernley Safe Routes to School Master Plan (“Plan”) as part of the Western Nevada Safe Routes to School (“WNSRTS”) grant program operated and managed by the Carson City Public Works Department, for a total not to exceed amount of \$115,495 which includes a required 5 percent local match to be paid by the City of Fernley. (Chris Martinovich, Transportation Manager; Erica Roselius, Transportation Planner/Analyst)

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

### **Proposed Motion**

I move to approve the Contract as presented.

### **Board's Strategic Goal**

N/A

### **Previous Action**

August 13, 2025 (Item 5.B) – The Carson City Regional Transportation Commission (“RTC”) approved an interlocal agreement with the City of Fernley for the development of the Plan, with the City of Fernley responsible for \$5,000 to serve as local matching funds.

### **Background/Issues & Analysis**

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

In 2020 and 2025, a Carson City Safe Routes to School Action Plan was approved by the RTC, which identified projects and safety improvements within a 1-mile radius of eight schools in Carson City. In 2022, the RTC approved the WNSRTS Program to work in conjunction with Douglas County to complete a Safe Routes to School action plan in Douglas County, with Douglas County providing the local match for this effort. These planning documents have proved to be successful documents in guiding the WNSRTS Program, Carson City, and Douglas County in making transparent and meaningful investments to the infrastructure around schools.

The Contract allows Parametrix to assist with the development of the Plan, which will provide the same

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

A Request for Qualifications was published in the Reno Gazette-Journal and on Carson City’s website on October 14, 2025, and it closed on November 13, 2025. Two proposals were submitted. The Review and Selection Committee selected Parametrix to recommend to the RTC. The Plan will be managed by Carson City staff.

The total estimated cost to develop the Plan is \$115,495; 95% of the cost is reimbursable under the cooperative agreement with NDOT. The estimated 5% local match required to complete the Plan is \$5,775. Carson City and the City of Fernley executed an interlocal agreement in August 2025, with the City of Fernley responsible for the 5% local match. The City of Fernley has agreed to provide the additional local match above the previously approved \$5,000. The interlocal agreement will be amended, and the Transportation Manager will execute the amendment as authorized by the RTC.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.180; NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Regional Transportation Commission fund, Safe Routes to School Operating Supplies account / 2503040-500625; Project G304002526

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the above account will have a net decrease of \$115,495 and will be augmented during the 2nd round of augmentations to include the match paid by Fernley. The available budget is \$333,620. Funding for the Plan is budgeted through the Safe Routes to School program, which is reimbursable at a rate of 95% through Cooperative Agreement No. PR378-24-063 with NDOT, with the required 5% in-kind match reimbursed through an interlocal agreement with the City of Fernley.

**Alternatives**

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

**Attachment(s):**

[5E\\_RTC\\_Exhibit 1 - Contract 26300221.pdf](#)

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

\_\_\_\_\_  
(Vote Recorded By)



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 26300221**

**Title: City of Fernley Safe Routes to School Action Plan**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Regional Transportation Commission for Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Parametrix, Inc., hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

**WHEREAS**, this Contract (does involve  X ) (does not involve  ) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 26300221** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Regional Transportation Commission and all required documents are received and signed by all parties.

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

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

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

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

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

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

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

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

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

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

2.7.2 *Cost Accounting and Audits:*

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

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

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

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

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

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

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

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

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

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

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

## 2.8 CITY Responsibilities:

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

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

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

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

## 3. CONTRACT TERM:

3.1 This Contract shall be effective from March 11, 2026, subject to Regional Transportation Commission approval (anticipated to be March 11, 2026) to December 31, 2026, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

## 4. NOTICE:

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

Cole Mortensen, Nevada Regional Manager  
Parametrix, Inc.  
9190 Double Diamond Parkway  
Reno, NV 89521  
775-443-5648  
[cmortensen@parametrix.com](mailto:cmortensen@parametrix.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carsoncity.gov](mailto:CAkers@carsoncity.gov)

## 5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Fifteen Thousand Four Hundred Ninety Five Dollars and 00/100 (\$115,495.00), and hereinafter referred to as "Contract Sum".

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

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

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

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

## 6. **TIMELINESS OF BILLING SUBMISSION:**

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

## 7. CONTRACT TERMINATION:

### 7.1 Termination Without Cause:

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

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

### 7.2 Termination for Nonappropriation:

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

### 7.3 Cause Termination for Default or Breach:

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

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

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

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

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

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

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

### 7.4 Time to Correct (Declared Default or Breach):

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

### 7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

### 7.6 Notice of Termination:

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

### 8. REMEDIES:

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

### 9. LIMITED LIABILITY:

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

### 10. FORCE MAJEURE:

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

### 11. INDEMNIFICATION:

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

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

11.6 Notwithstanding any provisions to the contrary, the indemnification, defense, and hold harmless obligations of **CONSULTANT** are subject NRS 338.155.

## 12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

liability except as specifically provided in this Contract.

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

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

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

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

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

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

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

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

### 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

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

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

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

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

### 13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

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

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

13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

### 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

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

## 14. **BUSINESS LICENSE:**

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

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

## 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

## 16. **WAIVER OF BREACH:**

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

## 17. **SEVERABILITY:**

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

## 18. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

## 20. PUBLIC RECORDS:

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

## 21. CONFIDENTIALITY:

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

## 22. FEDERAL FUNDING:

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

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

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

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 26300221

Title: City of Fernley Safe Routes to School Action Plan

relevant program-specific regulations (including but not limited to DOT Order 1050.2A), and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

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

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

### 23. **LOBBYING:**

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

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

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

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

### 24. **GENERAL WARRANTY:**

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

### 25. **PROPER AUTHORITY:**

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 26300221**

**Title: City of Fernley Safe Routes to School Action Plan**

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**27. GOVERNING LAW / JURISDICTION:**

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

**28. ENTIRE CONTRACT AND MODIFICATION:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 26300221**

**Title: City of Fernley Safe Routes to School Action Plan**

**29. ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carsoncity.gov](mailto:CAkers@carsoncity.gov)

**CITY'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
Sheri Russell-Benabou, Chief Financial Officer

By: \_\_\_\_\_  
District Attorney or his or her Authorized Designee

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Project: G3040002526  
Account: 2503040-500625

By: \_\_\_\_\_

Dated \_\_\_\_\_

**CONTACT PERSON:**

Chris Matinovich, Project Manager  
Telephone: 775-283-7367

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 26300221**

**Title: City of Fernley Safe Routes to School Action Plan**

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

**CONSULTANT**

**BY:** Cole Mortensen

**TITLE:** Nevada Regional Manager

**FIRM:** Parametrix, Inc.

**CARSON CITY BUSINESS LICENSE #: BL-007673**

**Address:** 9190 Double Diamond Parkway

**City:** Reno                      **State:** NV              **Zip Code:** 89521

**Telephone:** (775) 443-5648

**E-mail Address:** cmortensen@parametrix.com

\_\_\_\_\_  
(Signature of Consultant)

**DATED** \_\_\_\_\_

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 26300221**

**Title: City of Fernley Safe Routes to School Action Plan**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 11, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300221**. Further, the Regional Transportation Commission for Carson City, Nevada authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11th day of March 2026.

**ATTEST:**

\_\_\_\_\_  
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 11th day of March 2026.



## Carson City Regional Transportation Commission City of Fernley Safe Routes to School Action Plan

### Introduction

The Carson City Regional Transportation Commission (RTC), City of Fernley, and the Western Nevada Safe Routes to School (WNSRTS) program are seeking professional services to complete a City of Fernley Safe Routes to School Action Plan that meets the requirements of a safety action plan. This Plan will stem from bicycle and pedestrian school safety reviews at and around schools in the City of Fernley.

### Task 01 – School Coordination Meetings

The CONSULTANT will schedule, organize, and conduct school-specific coordination meetings with members of staff from each school. Suggested participants include school officials, principals/assistant principals, school resource officers, crossing guard supervisors, the Western Nevada Safe Routes to School (WNSRTS) Coordinator, and City of Fernley staff; though this is not an exhaustive list. The CONSULTANT will coordinate with the Project Management Team (PMT) to identify individual participants for each school meeting. It is anticipated that the PMT will include the WNSRTS Coordinator and City of Fernley staff.

Coordination meetings will be scheduled with the following schools:

- Cottonwood Elementary School
- East Valley Elementary School
- Fernley Elementary School/Fernley Intermediate School (these schools are co-located and representatives from both schools will be encouraged to participate)
- Silverland Middle School
- Fernley High School

To minimize the time commitment for participants attending multiple coordination meetings, the meetings will be held virtually. This will also provide the CONSULTANT an opportunity to plan ahead and better prepare for follow-up field visits so that the most critical issues unique to each school can be observed and addressed.

### Deliverables

- School-specific coordination meetings and agendas (one meeting for each school in the study area).
- A summary memorandum for each school-specific coordination meeting, including a list of attendees and location-based safety issues and concerns, specific needs, and relevant topics discussed.

## Task 02 – Data Collection

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

### Subtask 02-01 – Data Collection Kick-Off Meeting

The CONSULTANT will virtually meet with City of Fernley and school staff to identify and review available data sources. Discussion items will include potential data resources and inventory from the City of Fernley, Lyon County School District (LCSD), and individual schools; review of relevant publicly available data; and preferred data formats as project deliverables.

### Subtask 02-02 – Data Collection and Analysis

Based on the outcomes of the kick-off meeting, the CONSULTANT will develop a list of data elements and GIS attributes for compilation and analysis within the walk zone which has been established for each of the school sites (as identified on the Lyon County School District website). When feasible, the CONSULTANT will develop relevant geolocated or digitized school site attributes unique to individual schools.

Examples of GIS attributes include:

- Demographic and socioeconomic data
- Land use and zoning
- Transportation infrastructure
- Vulnerable Road User (VRU) crash data

A refined list with specific data elements and attributes will be provided for review and approval from the PMT prior to analysis.

### Subtask 02-03 – Existing Plan and Policy Review

The CONSULTANT will conduct an existing review of relevant local plans and policies that address active transportation and safe routes to school. A summary of these plans and policies will be included in the Draft and Final Reports for the SRTS Action Plan as identified in Task 07. This information will also be considered in the analysis and plan recommendations for consistency and alignment with existing policies.

### Subtask 02-04 – Survey Development

The CONSULTANT will develop a brief survey for teachers and parents or caregivers to identify concerns and issues related to walking and rolling to Fernley public schools. The survey will be developed in coordination with the PMT and LCSD and one round of comments will be accepted prior to finalizing the survey for distribution. The CONSULTANT will coordinate with LCSD/individual schools to determine the most effective and appropriate way to distribute the surveys. This may

include more than one approach if deemed necessary (i.e. online and paper surveys). Surveys will be made available in English and Spanish language versions. Survey results will be compiled and tabulated for the Draft and Final Reports of the SRTS Action Plan and will be considered in the development of plan recommendations.

## Deliverables

- Kick-off meeting agenda and subsequent meeting summary.
- GIS database of compiled attributes. Databases will be packaged for each school as a final deliverable under Task 07.
- Existing plans and policies summary for inclusion in the SRTS Action Plan.
- Draft and final survey tool.
- Raw survey data and summarized survey responses for inclusion in the SRTS Action Plan.

## Task 03 – Assessment Studies

### Subtask 03-01 – Existing Conditions Analysis

The CONSULTANT will conduct an existing conditions analysis within the established walk zone of each school site. This analysis will include an inventory of roadways, traffic control devices, active transportation infrastructure, intersection controls, and surrounding land uses. The analysis will also consider any planned or programmed infrastructure improvements based on the existing plan review. This information will be evaluated against crash history and “hot spots” for fatal and serious injury crashes. The preliminary analysis will be used to inform the planned field visits for each school to verify potential and known safety issues.

### Subtask 03-02 – Conduct Field Visits

The CONSULTANT will conduct one field visit for each of the schools during pre-morning bell or release times. The goal of the site visits will be to observe behavior during drop off and/or pick up times and identify any unsafe occurrences, deficiencies, or potential traffic conflicts as they relate to the movement of students to and from the school campus. It is anticipated that the WNSRTS Coordinator, City of Fernley staff, and school staff will participate in these field visits to assist with the observation and documentation (including photos) of any notable issues. This will allow for inclusion of different professional perspectives as well as simultaneous observations from different locations for a more holistic analysis.

School field visits will be scheduled in an efficient manner to observe as many schools as possible within the shortest time frame in respect to staff time and availability. Individual school start and end times will be reviewed to determine how many site visits could be feasibly conducted in a single day. A short debrief with available staff will follow morning and afternoon observations to compare notes and identify the highest priority concerns.

The CONSULTANT will compile observation notes and photos for each school to develop summaries of safety issues to be used for development of preliminary recommendations. Recommendations will primarily address gaps in connectivity and roadway crossings, but may include other related elements. These summaries will be included in the Draft and Final Reports for the SRTS Action Plan.

## Subtask 03-03 – Digitize Observations

The CONSULTANT will map relevant issues observed/documented during the field visits for each of the schools. These data points will be added to the existing conditions GIS database and incorporated into the development of preliminary recommendations along with staff input and survey responses. An interactive map will be developed as a tool to evaluate existing conditions and generate recommendations. Static maps will be developed for each of the school sites using this tool as well.

### Deliverables

- Summary and documentation of field visits for inclusion in the SRTS Action Plan.
- Interactive map for documentation and analysis
- Exhibits for the Draft and Final Reports of the SRTS Action Plan.

## Task 04 – Implementation Reports

### Subtask 04-01 – School Improvement Prioritization Reports

The CONSULTANT will create a data-driven prioritization methodology to rank preliminary improvement recommendations developed in Task 03. The prioritization methodology will incorporate evaluation criteria such as safety, connectivity, accessibility, cost-effectiveness, community disparities, and others deemed appropriate in the selection and ranking of potential project improvements. The draft methodology will be submitted for approval by the PMT prior to prioritization of recommendations.

Draft priority recommendations will be submitted to the PMT for each school site. Consolidated comments will be incorporated into a final Improvement Prioritization Report, which in turn will be incorporated into the Draft and Final Reports of the SRTS Action Plan.

### Subtask 04-02 – GIS Safety Improvement Plan

Working from the interactive project map, the CONSULTANT will develop a comprehensive GIS Improvement Plan for the study area. Exhibits will be provided for individual schools as well as the collective study area as many school zones overlap. The comprehensive analysis will identify recommendations for a connected and holistic network of pedestrian and bicycle routes for students throughout the study area. The PMT will provide consolidated comments for any potential revisions.

### Deliverables

- Prioritization methodology for improvement recommendations.
- Individual School Improvement Prioritization Reports.
- GIS Safety Improvement Plan incorporating prioritized recommendations.

## Task 05 – Outreach and Presentations

### Subtask 05-01 – Outreach and Engagement

With direction from the PMT, the CONSULTANT will establish a working group to provide input throughout the development of the City of Fernley SRTS Action Plan. Suggested representatives include the WNSRTS Coordinator; City of Fernley Engineering, Public Works, Planning, and Community Development; LCSD, school staff, and/or Parent Teacher Associations (PTAs); Nevada Department of Transportation (NDOT); Lyon County Sheriff's Office, Central Lyon County Fire Protection District; and Lyon County Children's Services, though this is not an exhaustive list.

It is anticipated that up to two (2) meetings will be held for input on specific project milestones. Suggested milestones include:

- SRTS Action Plan goal setting and review of existing conditions and field visit findings
- Survey results, prioritized recommendations, and draft SRTS Action Plan review (including policy recommendations)

Meetings will be held virtually for attendee convenience. Meetings will be scheduled for one hour, and agendas will be provided in advance of the meeting. Draft meeting presentations will be provided to the PMT in advance of the meetings for review and comment.

### Subtask 05-02 – Public and Agency Committee Presentations

With direction from the PMT, the CONSULTANT will prepare for and, if requested, present at up to three (3) meetings. Intended audiences for the meetings will be at the discretion of the PMT and could include any combination of an open house style event for the public or presentations to agency Boards and Commissions. Potential elected bodies include the Fernley City Council, Fernley RTC, Fernley Capital Improvement Committee, and Lyon County School Board. The PMT or relevant lead agency will be responsible for noticing/promotion of any public events as well as reserving a meeting space/location.

The CONSULTANT will develop meeting materials such as PowerPoint presentations, presentation boards, flyers/handouts, or other items typically prepared for public meetings and presentations.

### Deliverables

- Agendas, meeting and presentation materials, meeting summaries for up to four working group meetings.
- Meeting/presentations materials, and meeting summaries for up to three public and/or agency committee presentations.
- Documentation and general response to public, agency staff, and committee feedback for incorporation into SRTS Action Plan.

## Task 06 – Project Management

### Objectives

The CONSULTANT will provide a Project Manager, Deputy Project Manager, and Task Leads to manage and guide the project throughout. The Project Manager and/or Deputy Project Manager will prepare for and attend regular project meetings, along with any other task leads as appropriate, and perform monthly management activities to ensure project success.

The CONSULTANT will prepare a monthly invoice for review and approval by the Carson City Project Manager, including a monthly progress report detailing the project's status. The progress report will be an overall summary of activities completed to date concerning scope, schedule, and budget. The progress report will also contain a summary of tasks performed during the month, clearly noting the tasks and subtasks under which the work was performed, and will include objectives for the next month of work. The CONSULTANT will note any changes or conflicts in scheduling, scope, or budget in the report and any outstanding data needs/requests between the PMT and the CONSULTANT.

A proposed schedule is provided below and is subject to change based on Carson City’s direction and prioritization.

#### Anticipated Notice to Proceed (NTP) – April 2026

Deliverables	Duration (weeks)
School Coordination Meetings	NTP + 4 weeks
Data Collection and Existing Plan Review	NTP + 4 weeks
Survey Development and Administration	NTP + 6 weeks
School Field Visits	NTP + 6 weeks
Strategy/Project Recommendation and Prioritization	NTP + 12 weeks
Implementation Reports	NTP + 18 weeks
Final Plan Approval	NTP + 24 weeks
PM, Public, Stakeholder Meetings and General Coordination	Ongoing throughout

A revised schedule may be developed following an initial kickoff meeting. The CONSULTANT will be responsible for updating and maintaining the project schedule. Should significant changes occur that may affect the project milestones or completion/submittal dates, the CONSULTANT shall promptly submit a revised project schedule with a summary detailing:

- How the project will be brought back on schedule, if feasible, or
- Propose change(s) in milestone and project completion dates if approved target dates are no longer feasible, and
- Explanation of the change(s) in writing.

The CONSULTANT is proposing a monthly meeting schedule with the PMT to maintain communication throughout the duration of the project and receive input and direction on project milestones and deliverables. This meeting schedule can be adjusted as needed to address potential urgent matters

or allow for additional time devoted to development of project deliverables. At a minimum the CONSULTANT Project Manager or Deputy Project Manager will regularly attend project management meetings and will include Task Leads as appropriate when discussing specific project topics or needs.

## Deliverables

- Monthly progress reports enclosed with invoices.
- Project Management meeting agendas and summaries.

## Task 07 – Final Report and Project Materials

The CONSULTANT will compile all work products developed during Tasks 01-05 into a City of Fernley Safe Routes to School (SRTS) Action Plan. The Plan will incorporate and address the comments and feedback received from project stakeholders throughout the project and identify specific safety issues for each school. The Plan will highlight specific short and long-term recommendation for infrastructure improvements at each school.

The SRTS Action Plan and development process will address the “6 E’s” of SRTS (Engagement, Equity, Education, Encouragement, Engineering, and Evaluation) as defined by the Safe Routes Partnership and is a nationally accepted practice. The SRTS Action Plan will also incorporate the Safe Streets and Roads for All (SS4A) components of a Comprehensive Safety Action Plan for program eligibility in the application of Implementation Grant and/or Planning and Demonstration Grant funds. These components include:

1. Leadership commitment and goal setting
2. Planning structure
3. Safety analysis (hot spot analysis focused on the area within the established walk zone of each school)
4. Engagement and collaboration
5. Policy and process changes
6. Strategy and project selections
7. Progress and transparency

As part of the strategy and project selections component, the CONSULTANT will develop a comprehensive set of projects and strategies that will address the safety issues described in the SRTS Action Plan. These will be prioritized based on the process described in Task 04.

The CONSULTANT will also produce both a digital PDF and an interactive final map for each school for inclusion on their webpages.

## Deliverables

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



## **ATTACHMENT B**

### **FHWA / NDOT LPA Required Federal Clauses for Consultant Services**

#### **I. GENERAL FEDERAL PROCUREMENT PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **III. REQUIRED CONTRACT PROVISIONS**

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

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

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

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

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

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

#### **IV. TITLE VI ASSUARANCES**

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

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

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

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

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

**APPENDIX A - Department of Transportation Order 1050.2A**

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

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

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

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

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

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

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

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

#### **APPENDIX E – Department of Transportation Order 1050.2A**

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

Pertinent Non-Discrimination Authorities:

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Recipient therefore agrees:

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

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

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

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

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

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

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

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

**4. Prohibition.** If

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

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

or

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

**5. Mandatory Notice to the USDOT.**

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

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

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

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

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

## VII. SAFE OPERATION OF A MOTOR VEHICLE

### 1. Policy to Ban Text Messaging While Driving

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

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

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

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

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

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

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

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

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

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

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

## **2. Seat Belt Use**

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

### Unique Entity ID (UEI)

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

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

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

Enter Prime Contractor UEI Number: \_\_\_\_\_

Enter all Sub-Contractor UEI Numbers: \_\_\_\_\_

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

**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

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

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

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

\_\_\_\_\_  
Name (please type or print)



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

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

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

<b>1. Type of Federal Actions:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee  Tier _____, if known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>    <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if know:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>   <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>   <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<b>11. Amount of Payment</b> <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> <i>(check all that apply):</i>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment</b> <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>    <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL

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

STATE OF Nevada

COUNTY OF Lyon

} SS

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

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

(Insert Exceptions, attach additional sheets)

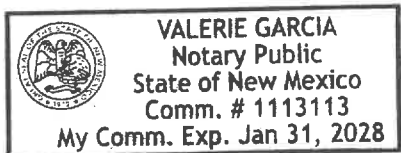
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and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

*Cole Mortensen*

Signature  
Nevada Region Manager  
Title

Sworn to before me this 13th day of November, 2025

(SEAL)



*Valerie Garcia*  
Notary Public, Judge or other Official  
11/13/25

**Conflict of Interest Disclosure Form**

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

I have no conflict of interest to report.

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

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

Signature:           *Cole Minter*          

Date: \_\_\_\_\_

### CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION

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

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Proposer  
(Signature) *Cole W. Miller*

Proposer  
(Print Name) \_\_\_\_\_

Position  
with Company \_\_\_\_\_

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

### CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

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

FIRM NAME: Parametrix

ADDRESS: 9190 Double Diamond Parkway, Reno, NV 89521

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

#### DISCLOSURE QUESTIONS

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

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

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

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

Name	Title	Department

**CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS cont.**

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

Name	Title	Department

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

Name	Board, Commission, or Committee



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

### Federal Tax Delinquency and Conviction Certification

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

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

**Certifications**

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

**Note:**

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

**Term Definitions:**

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

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

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



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

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



# STAFF REPORT

**Report To:**

**Meeting Date:** March 11, 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) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



# STAFF REPORT

**Report To:**

**Meeting Date:** March 11, 2026

**Staff Contact:**

**Agenda Title:** January 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\\_Jan26.pdf](#)

[6B\\_RTC\\_Exhibit 2 - Traffic-Transportation Control Systems Report\\_Jan25.pdf](#)

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(Vote Recorded By)



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** March 11, 2026  
**To:** Regional Transportation Commission  
**From:** Greg King, Street Supervisor  
**Date Prepared:** February 9, 2026  
**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 January 2026

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	450	450
Street Patching Operation (tons of asphalt)	23	421.5
Pot Holes Repaired	204	524

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	75	473
Tree Removal	0	18
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	83	448
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)	25.5	272
Curb & Gutter (linear feet)	155	1,269
Sidewalk & Flat Work (sq/ft)	1,140	10,921
ADA Ramps	0	4
Misc.	18	18

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	340	340
Shoulder Work on Asphalt Roads (feet)	2,781	17,788
Debris Cleaned	7	93

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	6.5	2,293
Lineal foot of ditch cleared	198	5,355
Pipe Hydro Flushed (linear feet)	102	2,652

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	502.2	3,679
Material Picked Up (yards)	279	2,616
City Parking Lots Swept	3	14

#### Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	38	321
Bins Hauled for Sweeping Operation (yards)	20	212
Equipment Transported for other Departments	0	0

#### Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	31
Changed Lamp Post Banners	0	27
Installed Christmas Decorations	0	381
Removed Christmas Decorations	154	381

#### Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	30	113
Signs Replaced	28	77
Sign Post Replaced	9	24
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	19	156
Cross Walks Painted	0	121
Stop Bars Painted	1	103
Yield Bars Painted	0	64
Right Arrows Painted	0	14
Left Arrows Painted	0	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	4	38
Curb Painted (linear feet)	0	0

#### Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	2	3
Sand/Salt mixture applied (Yards)	82	87
Brine mixture applied (Gallons)	350	350
Rain Event/Flood Control	0	6
Drainage Inlets Cleared	0	908
Material removed from S/D system	0	53.5
Wind	0	0

## 6B\_RTC\_Exhibit 2 - Traffic/Transportation Control Systems Report



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** March 11, 2026  
**Date Prepared:** February 2, 2026  
**Reporting Period:** January, 2026  
**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	126	987
Total Work Orders Completed	124	1041
Total Open Work Orders	103	NA

**Completed Work Order By Type**

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	117	996
Unplanned and Repair Work Orders	7	45

**Completed Work Orders by County**

ACTIVITIES	QUANTITIES	Percent
Douglas County	15	12%
Lyon County	1	1%
Storey County	0	0%
Carson City	108	87%
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:** March 11, 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) _____	_____
		_____
		_____

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(Vote Recorded By)

<b>Fuel/Tax Revenues</b>				
3/4/2026				
<b>Gasoline Gallons Sold<sup>2,3</sup></b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
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	3,693,975
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	
<b>Total Year Gallons</b>	<b>45,797,897</b>	<b>45,121,761</b>	<b>47,080,993</b>	
<b>Gasoline Revenues<sup>4</sup></b>				
<b>Fuel Tax Revenue County Option</b>				
<b>9¢ - NRS 373 (RTC)</b>	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543	\$ 1,810,508
<b>County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)</b>	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138	\$ 828,140
<b>Diesel Gallons Sold<sup>2,3</sup></b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
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	909,333
DEC	767,073	849,139	810,757	
JAN	701,894	751,666	824,737	
FEB	724,359	740,617	691,802	
MAR	845,076	210,683	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	
<b>Total Year Gallons</b>	<b>11,678,719</b>	<b>10,877,030</b>	<b>11,045,934</b>	<b>5,366,427</b>
<b>Diesel 5 cent Tax Revenue<sup>1</sup></b>	\$ 661,577	\$ 8,752	\$ 567,031	\$ 210,364
<b>NRS 373.083.5 (% to NDOT)</b>	\$ (99,231)	\$ (56,405)		
<b>Final - Diesel Revenue</b>	\$ 562,345	\$ (47,653)	\$ 567,031	\$ 210,364
<b>Basic City County Relief Tax (BCCRT) 0.25% Sales Tax</b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
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	344,360
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	
<b>Sales Tax, Voter Approved 0.25%</b>	<b>\$ 3,953,601</b>	<b>\$ 4,216,009</b>	<b>\$ 4,245,638</b>	<b>\$ 1,778,011</b>

## 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 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>	
JUL		\$ 54.15	\$ 398.75	
AUG		\$ 89.80	\$ 444.92	
SEP		\$ 96.79	\$ 288.54	
OCT		\$ 40.23	\$ 363.24	
NOV		\$ 126.31	\$ 261.04	
DEC		\$ 64.13	\$ 70.22	
JAN	\$ 27.91	\$ 125.04	\$ 45.16	
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		
<b>Total</b>	<b>\$ 547.31</b>	<b>\$ 2,710.20</b>	<b>\$ 1,871.87</b>	

### Capital Sanitation/Street Repairs

	FY2023	FY2024	FY2025	FY2026
<b>Total</b>	<b>\$ 361,363</b>	<b>\$ 375,333</b>	<b>\$ 396,640</b>	<b>\$ 210,683</b>

### Complete Streets Revenue\*

	FY2023	FY2024	FY2025	FY2026
<b>Total</b>	<b>\$ 13,256</b>	<b>\$ 13,822</b>	<b>\$ 14,624</b>	<b>\$ 8,752</b>

**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