

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

Day: Wednesday
Date: May 13, 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 and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

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

1. Call to Order - Regional Transportation Commission

2. Roll Call

3. Public Comment:**

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

4. For Possible Action: Approval of Minutes - April 8, 2026

4.A Minutes for April 8, 2026
[Click Here for Staff Report](#)

5. Public Meeting Item(s):

5.A For Discussion Only – Discussion and presentation regarding (1) the current state of practice for prioritizing, selecting, designing, and cost estimating transportation

infrastructure projects in Carson City; and (2) the Emerging Innovative Pavement Technologies Technical Memorandum (“Report”), which summarizes emerging and alternative pavement technologies for transportation infrastructure projects. (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

- 5.B For Possible Action – Discussion and possible action regarding potential Fiscal Year (“FY”) 2027 transportation infrastructure projects for Performance District 4, as funding permits, including a summary of the process and considerations used to select transportation infrastructure projects. (Chris Martinovich, Transportation Manager; Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.C For Possible Action – Discussion and possible action regarding (1) a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 26300304 ("Contract") for the Jump Around Carson (“JAC”) Signs and Lighting Project (“Project”) to NBSCO for a total amount of \$333,950; and (2) authorization for the Public Works Director to approve a 5 percent contingency amount of \$16,698, if necessary, for a total not-to-exceed amount of \$350,648. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.D For Possible Action – Discussion and possible action regarding approval of the Transit Development and Coordinated Human Services Plan (“TDCHSP”), which could include discussion on short and long-term goals, service level alternatives, interlocal agreements and other topics related to the Jump Around Carson (“JAC”) transit system. (Marcus Myers, Transit Coordinator)

[Click Here for Staff Report](#)

6. Non-Action Items:

- 6.A Transportation Manager’s Report (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

- 6.B March Street Operations and Control Systems Reports (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

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

[Click Here for Staff Report](#)

7. Public Comment:**

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

8. For Possible Action: To Adjourn

AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:

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

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

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

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

This agenda and backup information are available on the City's website at www.carsoncity.gov/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

<https://notice.nv.gov>



STAFF REPORT

Report To: _____ **Meeting Date:** May 13, 2026

Staff Contact: _____

Agenda Title: Minutes for April 8, 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):

[4-8-2026 Draft Minutes \(RTC\).pdf](#)

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

(Vote Recorded By)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 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 April 8, 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 Lucia Maloney
Commissioner Gregory Novak

STAFF: Chris Martinovich, Transportation Manager
Darren Schulz, Director of Public Works
Lucas Burr, Senior Deputy District Attorney
Kelly Norman, Senior Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Darren Anderson, City Engineer
Casey Sylvester, Transportation/Traffic Engineer
Erica Roselius, Transportation Planner/Analyst
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)

(5:33:04) – Chairperson Bagwell called the meeting to order at 5:33 p.m.

2. ROLL CALL

(5:33:11) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:33:36) – Chairperson Bagwell entertained public comments. Cynthia Holmberg, a Carson City resident, stated that she purchased a property on David Street and conducted major rehabilitation on the property. Ms. Holmberg shared concerns regarding parking near 300 South Carson Meadows Drive and requested angled parking in the area. Chair Bagwell noted that staff would observe the property and consider the feasibility of the request.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 2

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – March 11, 2026

(5:35:44) – Chairperson Bagwell introduced the item and entertained corrections and/or a motion.

(5:36:06) – MOTION: Commissioner Novak moved to approve the minutes of the March 11, 2026 RTC meeting as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.

5. PUBLIC MEETING ITEM(S):

5.A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS ("BOARD") CONCERNING THE FISCAL YEAR ("FY") 2027 BUDGETS, SUPPLEMENTAL REQUESTS, AND CAPITAL REQUESTS FOR THE REGIONAL TRANSPORTATION, TRANSIT, STREET MAINTENANCE, AND STREET AND HIGHWAY FUNDS (COLLECTIVELY, "FUNDS").

(5:36:10) – Chairperson Bagwell introduced the item. Accounting Manager Jamie Stevenson referenced the Staff Report and Supporting Materials, all of which are incorporated into the record. Ms. Stevenson referenced the Transit Fund Summary, noting that the fund accounts for transit grants, fares, donations, and additional City funding for public transportation services. She referenced the Fund Maps and projected a \$246,204 beginning balance for fiscal year (FY) 2027 and outlined revenue assumptions. Ms. Stevenson reported on a \$3,462 increase in salaries and benefits, a \$9,726 decrease in services and supplies, and \$450,000 in planned capital expenditures. She went over the supplemental requests totaling \$54,241 for operating contracts, RTC intercity, and small furnishings. She noted that a \$172,601 request was not recommended by the Interim Finance Committee (IFC) for funding. Ms. Stevenson responded to clarifying questions.

(5:46:07) – In response to Chair Bagwell, Transportation Manager Chris Martinovich explained that RTC intercity charges are based on mileage proportions between Carson City and Washoe County, with changing rates due to factors such as fuel costs.

(5:47:24) – Chair Bagwell questioned the accuracy of the FY 26 Re-estimated Budget and Ms. Stevenson stated that the data was pulled in December 2025, which would explained missing year-to-date actuals. Chair Bagwell emphasized the importance of understanding the operating contract increase and Mr. Martinovich clarified that the increase is an estimate pending procurement. Chair Bagwell questioned how the \$41,241 operating contract estimate was developed and noted concern about its impact on the undesignated fund balance, estimating it would reduce available funds by roughly \$55,000. Chief Financial Officer Sheri Russell-Benabou clarified that available undesignated funds were \$219,277 per the Fund Map. Ms. Russell-Benabou explained that the funding includes a mix of federal grant and local match and Ms. Stevenson added that the estimate was based on projected usage.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 3

(5:50:31) – In response to Commissioner Maloney, Ms. Stevenson clarified that the \$1,000 small furnishings request was for office and bus stop items.

(5:51:17) – Chair Bagwell emphasized maintaining current transit service levels without increasing general fund contributions. She stated that the Board of Supervisors had provided direction to maintain current transit service levels without expending general fund support.

(5:54:05) – Commissioner Costa inquired about the \$172,601 supplemental request that was not recommended and noted ridership decline concerns. Ms. Russell-Benabou explained that the \$172,601 supplemental request was not recommended due to sufficient undesignated funds and competing budget priorities. Chair Bagwell noted that supplementals could alternatively be funded through undesignated funds rather than additional general fund contributions.

(5:56:06) – Commissioner Maloney questioned why salaries appeared in the supplemental request. Mr. Martinovich clarified that supplementals relate to services and supplies, not personnel salaries and explained each request.

(6:02:21) – Ms. Russell-Benabou commended Mr. Martinovich for improved accuracy in contract services budgeting. Commissioner Maloney expressed support for the requests.

(6:03:55) – Ms. Stevenson referenced the RTC Account Budget Worksheet, which is incorporated into the record, noting that the RTC Fund accounted for a 9-cent per gallon county fuel tax used for street and highway construction. She noted a 1 percent increase in county option fuel tax revenue and projected a \$32,598 increase in salaries and benefits due to contractual increases. Ms. Stevenson reported on a capital budget of \$3,056,904 including \$2,700,000 for District 4 roads, the Fifth Street Roundabout project, and safety improvements. She noted that \$356,904 remained in the infrastructure capital and confirmed no supplemental requests were submitted for the RTC Fund.

(6:05:11) – Chair Bagwell asked about the timing of the District 4 project selection and Mr. Martinovich confirmed District 4 local and regional road projects would be selected in May 2026.

(6:06:16) – Commissioner Costa inquired about the intergovernmental funds and Ms. Russell-Benabou explained that they were grants from federal, state, and local sources. Mr. Martinovich added that the funds also included the five-cent diesel tax.

(6:08:10) – Commissioner Novak questioned whether inconsistent state revenue systems impacted budget accuracy and Ms. Russell-Benabou stated that the budget was being conservatively estimated.

(6:10:01) – Ms. Stevenson explained that the Streets and Highway Infrastructure Fund, previously the V&T bond fund, was repurposed after bonds were fully paid and now funded local road projects. She went over corrections to the Fund's budget figures, noting a reduction in ending fund balance to \$50,000 and increasing capital outlay to \$2,566,828. She confirmed that Budget Worksheet updates would be made and that the total project capital was planned for District 4 road projects.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 4

(6:12:30) – Ms. Russell-Benabou noted \$498,787 in undesignated funds plus anticipated interest, projecting approximately \$3.1 million available for future projects.

(6:13:47) – Chair Bagwell requested a revised estimate before approving the projects and Mr. Martinovich confirmed revision would be conducted.

(6:14:52) – Ms. Stevenson reported that the Streets Fund included fuel taxes and sales tax revenue with a 1 percent revenue increase assumption, \$128,530 increase in salaries and benefits, and \$619,475 decrease in services and supplies. She noted only \$9,583 remained for street repair and no supplemental requests were submitted.

(6:16:30) – Chair Bagwell questioned the reduction in fleet internal service charges and Ms. Russell-Benabou clarified reductions were not systemwide and were due to reduced striping costs. Chair Bagwell noted a major increase in traffic signal funding and Public Works Director Darren Schulz explained that deferred maintenance and federal compliance requirements drove the increase to \$400,000. Mr. Schulz stated that long line striping funding had been inconsistent and required restructuring to avoid cross-year budgeting issues. He added that long line striping costs had doubled in recent years.

(6:20:15) – Commissioner Maloney expressed concerns regarding insufficient street maintenance funding and emphasized the need to align project selection with long-term maintenance reduction. Chair Bagwell stated that District 4 funding was restricted to local road use and required prioritization tradeoffs.

(6:22:37) – Commissioner Costa opposed the budget, noting that street maintenance funding was insufficient and deferred maintenance was growing significantly.

(6:25:54) – Commissioner Novak noted no new staffing changes.

(6:26:00) – In response to Commissioner Costa, Chair Bagwell stated that additional funding would require reductions in other services or reallocation of resources, noting general fund restrictions and the inability to freely reallocate funds across categories. Ms. Russell-Benabou confirmed that approximately \$26 million in deferred facility maintenance existed and emphasized facility repair needs. In response to Vice Chair Maloney, Chair Bagwell clarified that redevelopment funds were used within district limits and could not be broadly applied. Commissioner Costa emphasized the need for new approaches and technologies. Chairperson Bagwell noted that needs exceeded available funds and Ms. Russell-Benabou agreed.

(6:31:22) – Commissioner Costa suggested reprioritizing funds, warning that roads could fail and Chair Bagwell noted that the public was made aware of that risk. She noted that prioritization details and funding gaps would be shown in May 2026. Ms. Russell-Benabou noted that past gas tax increases had failed.

(6:33:56) – Commissioner Novak inquired about Surface Transportation Block Grant (STBG) funds and Mr. Martinovich stated that there was additional funding that may be brought forward in May 2026. Commissioner Novak asked about gas tax approval and Ms. Russell-Benabou noted

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 5

that it requires voter approval. He asked about property tax increases and Ms. Russell-Benabou noted that they bring in very little funds due to abatements.

(6:35:30) – MOTION: Commissioner Maloney moved to recommend that the Board of Supervisors approve the Fiscal Year 2027 budgets, supplemental requests, and capital requests for the Regional Transportation, Transit, Street and Highway, and Street Maintenance funds with the corrections made on the record to the Streets and Highway Infrastructure Fund. The motion was seconded by Commissioner Novak and carried 4-1-0, with Commissioner Costa opposed.

5.B FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING AN UPDATE ON THE NORTH CARSON COMPLETE STREETS FEASIBILITY STUDY (“PROJECT”), LOCATED BETWEEN WILLIAM STREET AND MEDICAL PARKWAY, INCLUDING PROJECT PROGRESS SINCE THE KICKOFF MEETING, DRAFT SURVEY QUESTIONS, OUTREACH ACTIVITIES AND NEXT STEPS.

(6:36:21) – Chair Bagwell introduced the item. Senior Transportation Planner Kelly Norman referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided an update on the North Carson Complete Streets Feasibility Study.

(6:39:54) – Ms. Norman went over the project timeline, ongoing data analysis, coordination with the CA Group. She noted that the CA Group was addressing existing conditions, traffic analysis, and the public information plan, and that the City has been working on identifying utility and signal system needs throughout the corridor. Ms. Norman reported on plans to meet with the Parks and Recreation and Open Space departments to discuss landscaping needs along the corridor. She announced upcoming public outreach efforts including a comment map and survey launch on April 20, 2026 and a corridor walk on April 29, 2026. Ms. Norman demonstrated the [project website](#), comment map, and survey, noting categories for public input and availability of paper and Spanish survey versions.

(6:44:55) – Commissioner Costa emphasized the need to balance vehicle, pedestrian, and bicycle usage as funds and improvements were invested into the project. Chair Bagwell noted that project element decisions could occur during early design phases of the project. Vice Chair Schuette emphasized the project goals of safety and redevelopment.

(6:50:42) – Commissioner Novak noted that the project was in early planning stages with no construction funding identified, with future funding likely through grants and encouraged coordination with NDOT and the Community and Economic Development Department.

(6:52:01) – Chair Bagwell expressed support for the public outreach efforts and suggested segmenting survey responses for data comparison between business owners, property owners on the corridor, and the general public. She recommended creating a separate survey question to identify business owners.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 6

(6:54:30) – Commissioner Maloney commended Ms. Norman and staff for the GIS-based public input approach. Ms. Norman credited Transportation Planner Jared Cragun for the GIS and website development. Ms. Norman continued with her presentation and outlined next steps including conducting a Technical Advisory Committee meeting in May, alternative analysis in the summer, a public meeting with visuals of the potential corridor alternatives and second survey in the fall, and a draft of the feasibility study in March 2027.

5.C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) A PROPOSED AMENDMENT NO. 2 (“AMENDMENT”) TO HIGHWAY AGREEMENT NO. PR499-24-063 (“AGREEMENT”) WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) WITH THE AMENDMENT INCREASING CONSTRUCTION FUNDS TO THE LOMPA MULTI-USE PATH PROJECT (“PROJECT”) THROUGH \$209,000 IN CARBON REDUCTION PROGRAM (“CRP”) FUNDS, PLUS A 5 PERCENT LOCAL MATCH OF \$11,000, FOR A TOTAL INCREASE OF \$220,000 TO CONSTRUCTION COSTS RESULTING IN A REVISED TOTAL CONSTRUCTION COST OF \$915,250; AND (2) AUTHORIZATION FOR THE TRANSPORTATION MANAGER TO EXECUTE THE AMENDMENT 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.

(6:59:57) – 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 on the amendment, noting added funding of \$220,000.

(7:00:53) – MOTION: Vice Chair Schuette moved to approve the Amendment as presented and to authorize the Transportation Manager to execute the Amendment 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 Novak seconded the motion. The motion carried 5-0-0.

5.D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) HIGHWAY AGREEMENT NO. PR007-26-063 (“AGREEMENT”) FOR THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) TO PARTIALLY FUND THE CONSTRUCTION OF THE DISTRICT 3 FAIRVIEW DRIVE PRESERVATION PROJECT (“PROJECT”) THROUGH \$906,342 IN HIGHWAY SAFETY IMPROVEMENT PROGRAM (“HSIP”) FUNDS AND \$901,100 IN SURFACE TRANSPORTATION BLOCK GRANT (“STBG”) FUNDS, PLUS A 5 PERCENT LOCAL MATCH OF \$95,129, FOR A TOTAL AGREEMENT AMOUNT OF \$1,902,571; 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.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 7

(7:01:43) – 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 funding agreement with the Nevada Department of Transportation (NDOT) includes recently awarded \$901,100 STBG funds and \$906,342 in Highway Safety Improvement Program (HSIP) funds to partially fund the District 3 Fairview Drive Preservation Project for a total of \$1,902,571.

(7:02:34) – In response to Chair Bagwell, Mr. Sylvester explained that the funding, designated only for construction, was expected to fully fund the project. He clarified that there were certain funds outside of the agreement that were already budgeted for within the project.

(7:03:18) – MOTION: Commissioner Maloney 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 Novak seconded the motion. The motion carried 5-0-0.

6. NON-ACTION ITEMS

6.A TRANSPORTATION MANAGER’S REPORT

(7:03:57) – Chair Bagwell introduced the item. Mr. Martinovich reported on the ongoing pedestrian safety campaign’s public outreach efforts and collaboration with schools. He noted multiple construction projects and encouraged the public to view the City’s weekly road report on CarsonNow and the City’s road closure and detours map. Mr. Martinovich provided an update on District 4 projects, noting completion of local road projects and ongoing work on regional road projects. He added that project recommendations would be discussed at the next meeting in May. Mr. Martinovich reported on coordination with Douglas and Lyon counties on traffic signals and new agreements related to roles, responsibilities and funding mechanisms. He mentioned work on multiple traffic signals in Lyon County, with Carson City responsible for maintenance on some signals. Mr. Martinovich highlighted the need for alignment on the fit, size, and needs of traffic signals, adding that the matter would be presented to the RTC at a future meeting.

6.B FEBRUARY STREET OPERATIONS AND CONTROL SYSTEMS REPORTS

(7:06:31) – Chair Bagwell introduced the item. Mr. Martinovich noted elm leaf beetle abatement work and increased tree chemical costs. He reported on ongoing shoulder work on Carson River Road, which was expected to increase in coming months.

(7:07:13) – Chair Bagwell noted that the financial report remained relatively flat with no significant revenue increases. Mr. Sylvester reported that two projects including the American Rescue Plan Act (ARPA)-funded Menlo Drive project and the Carson Multi-Use Path Project were completed and removed from the report. Chair Bagwell asked about remaining balances and whether any punch list items remained on the completed projects and Mr. Sylvester explained that unused ARPA contingency funds would be returned to the federal government and that all project

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Draft Minutes of the April 8, 2026 Meeting

Page 8

work was complete. He clarified that ARPA funds were fully used on the Menlo Drive project, while remaining wastewater funds were returned and regional transportation funds were used only for inspection and testing.

(7:12:24) – Commissioner Novak expressed concerns regarding coordination with external developers and potential conflicts within the City right-of-way. Mr. Sylvester stated that coordination with external developers was ongoing and no conflicts were currently anticipated.

6.C OTHER COMMENTS AND REPORTS

(7:14:46) – Chair Bagwell entertained comments, questions, or reports from Commissioners. Commissioner Maloney requested a future agenda item to provide an update on the RTC intercity transit program.

7. PUBLIC COMMENT

(7:15:32) – Chair Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(7:15:40) – Chairperson Bagwell adjourned the meeting at 7:15 p.m.

The Minutes of the April 8, 2026, Carson City Regional Transportation Commission meeting are so approved on this 13th day of May, 2026.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** May 13, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Discussion Only – Discussion and presentation regarding (1) the current state of practice for prioritizing, selecting, designing, and cost estimating transportation infrastructure projects in Carson City; and (2) the Emerging Innovative Pavement Technologies Technical Memorandum (“Report”), which summarizes emerging and alternative pavement technologies for transportation infrastructure projects. (Chris Martinovich, Transportation Manager)

Agenda Action: Other / Presentation **Time Requested:** 15 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

Carson City maintains approximately 288 centerline miles of paved roadways. Carson City selects and completes transportation infrastructure projects along these roadways annually, following the processes outlined in the Pavement Management Plan. The selected transportation infrastructure projects are then designed and bid for construction following provisions outlined in the Nevada Revised Statutes or by the Code of Federal Regulations. Staff will present a summary on the current state of practice related to prioritizing, selecting, designing, and cost estimating transportation infrastructure projects in Carson City.

Additionally, at the request of the Regional Transportation Commission, staff has prepared the Report, which outlines new and innovative technologies related to pavement maintenance and repair. Staff will provide a high-level summary of the Report and will describe how Carson City has used some of these technologies in recent past projects and may use them in future projects.

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):

[5A_RTC_Exhibit 1 - Presentation on the State of Pavement Practice.pdf](#)

[5A_RTC_Exhibit 2 - Tech Memo on Emerging and Innovative Pavement Technologies - Final.pdf](#)

Motion: _____

1) _____

2) _____

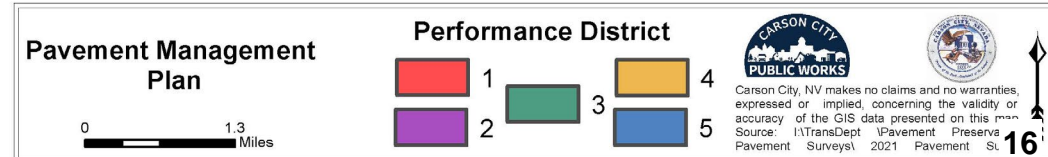
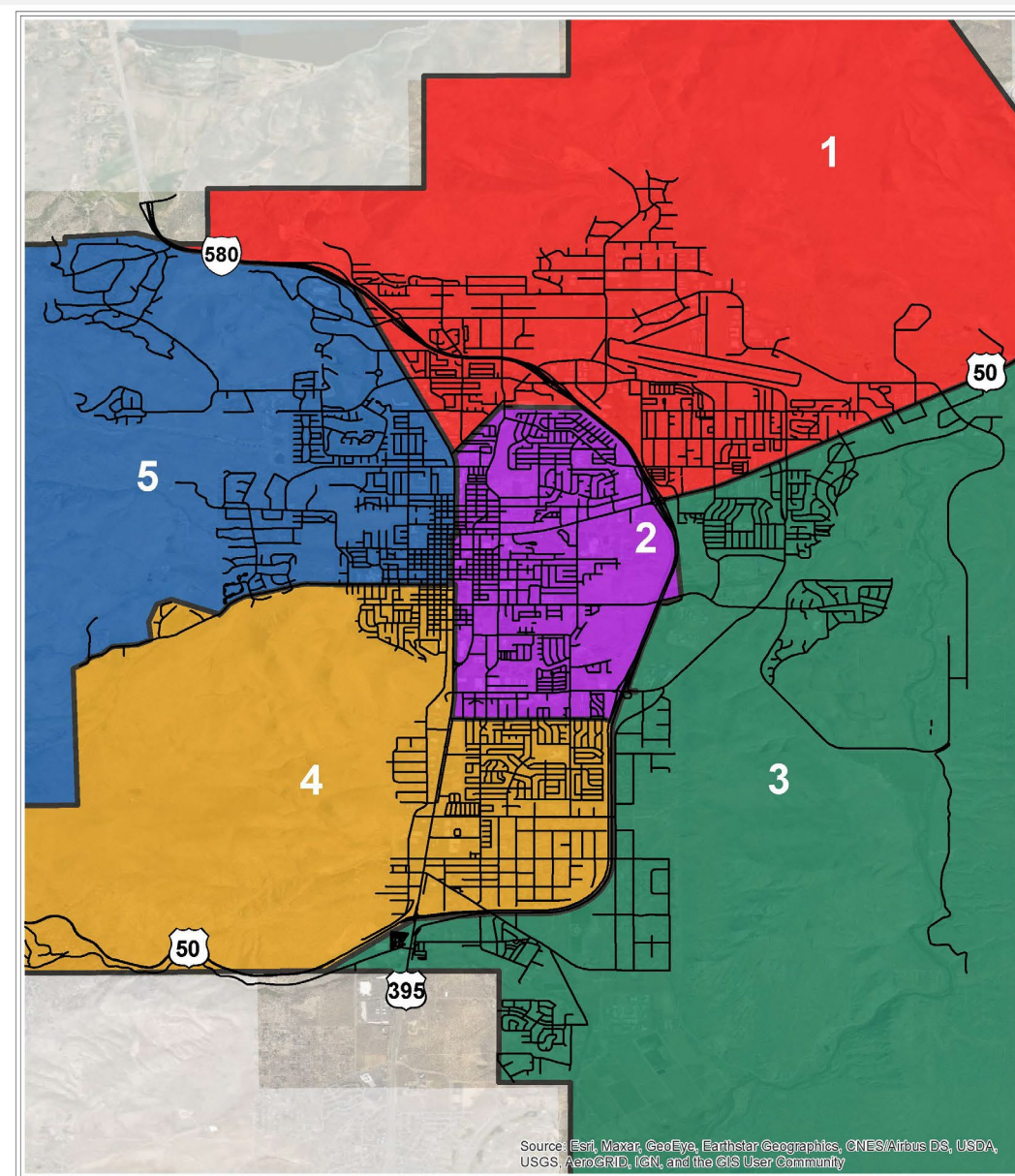
Aye/Nay

(Vote Recorded By)



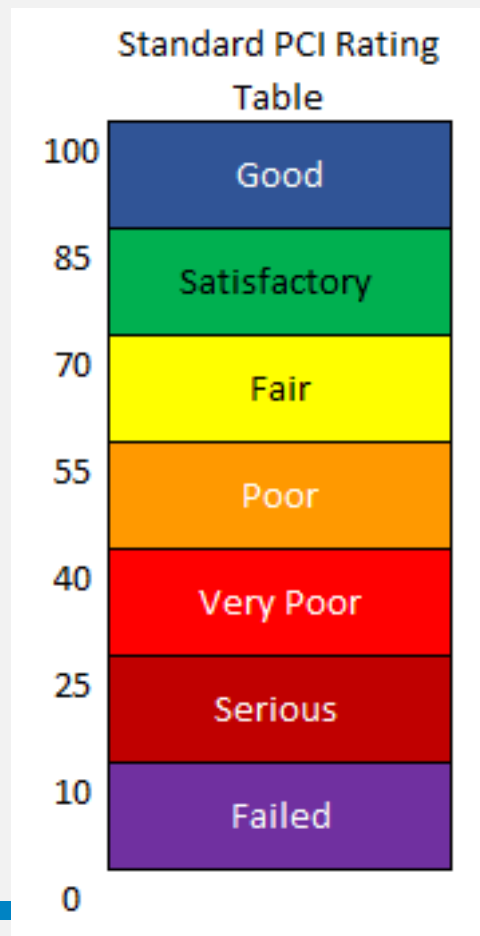
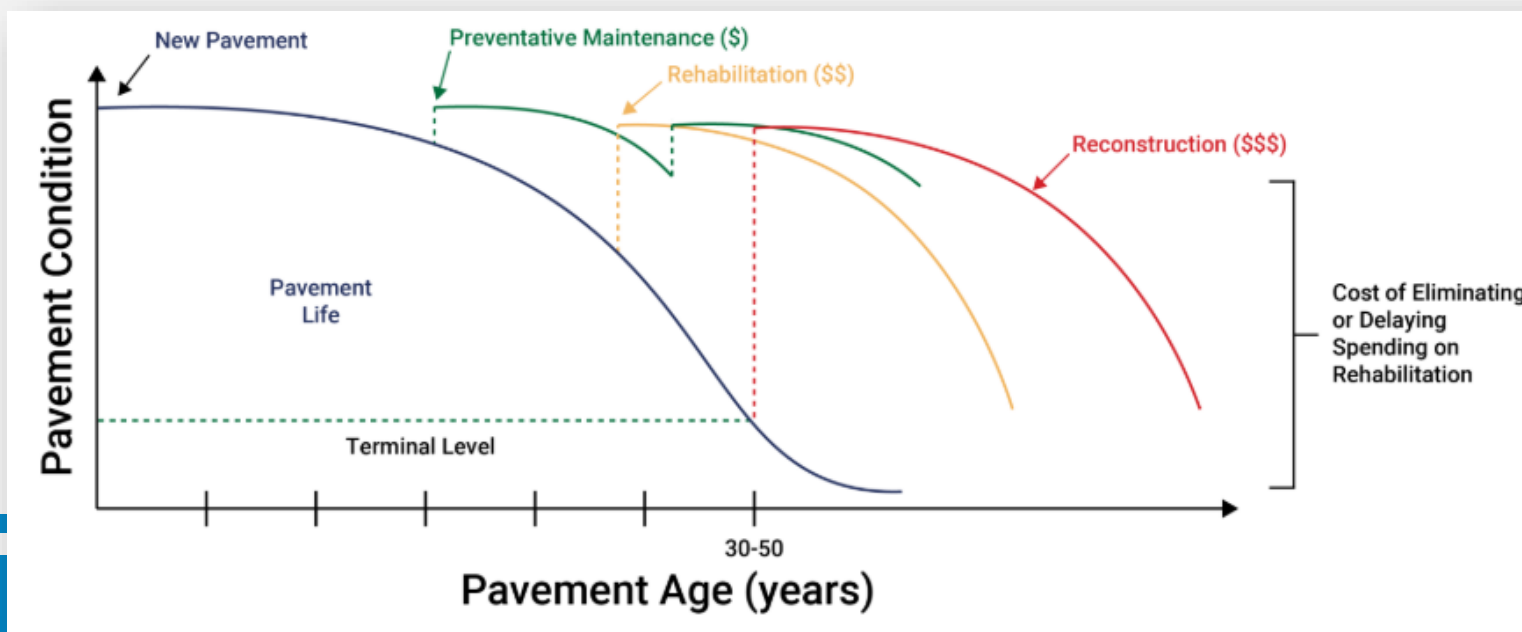
Pavement Management

- Pavement Management Plan
 - Current approved by RTC in May 2023
 - General Goal is to keep the good roads good
 - Rotate through the City, focusing on one Performance District each year. Equal distribution of funding.
 - PCI target goals
 - Reviewed every 5 years



Pavement in Carson City

- Pavement Condition Index (PCI)
- Pavement Life Curves / Costs



- Graphic showing pavement lifecycle costs

- Graphic showing PCI categories



Pavement Condition

Facility Type		Inspected PCI			Est. PCI	Percent Change 2017 to 2025
		2017	2022	2024	2025	
City-wide	Regional Roads	67	74	69	67	0%
	Local Roads	61	56	55	53	-14%
	All Roads	63	62	60	58	-9%
Performance District 1	Regional Roads	67	69	59	57	-15%
	Local Roads	62	57	54	52	-16%
	All Roads	64	61	56	54	-16%
Performance District 2	Regional Roads	73	80	73	70	-5%
	Local Roads	64	53	54	52	-19%
	All Roads	67	63	60	58	-14%
Performance District 3	Regional Roads	72	77	74	73	0%
	Local Roads	57	58	55	54	-7%
	All Roads	62	64	61	60	-3%
Performance District 4	Regional Roads	61	79	79	76	25%
	Local Roads	58	51	52	50	-14%
	All Roads	59	61	61	59	0%
Performance District 5	Regional Roads	64	65	62	59	-7%
	Local Roads	66	60	60	58	-13%
	All Roads	65	62	60	58	-11%

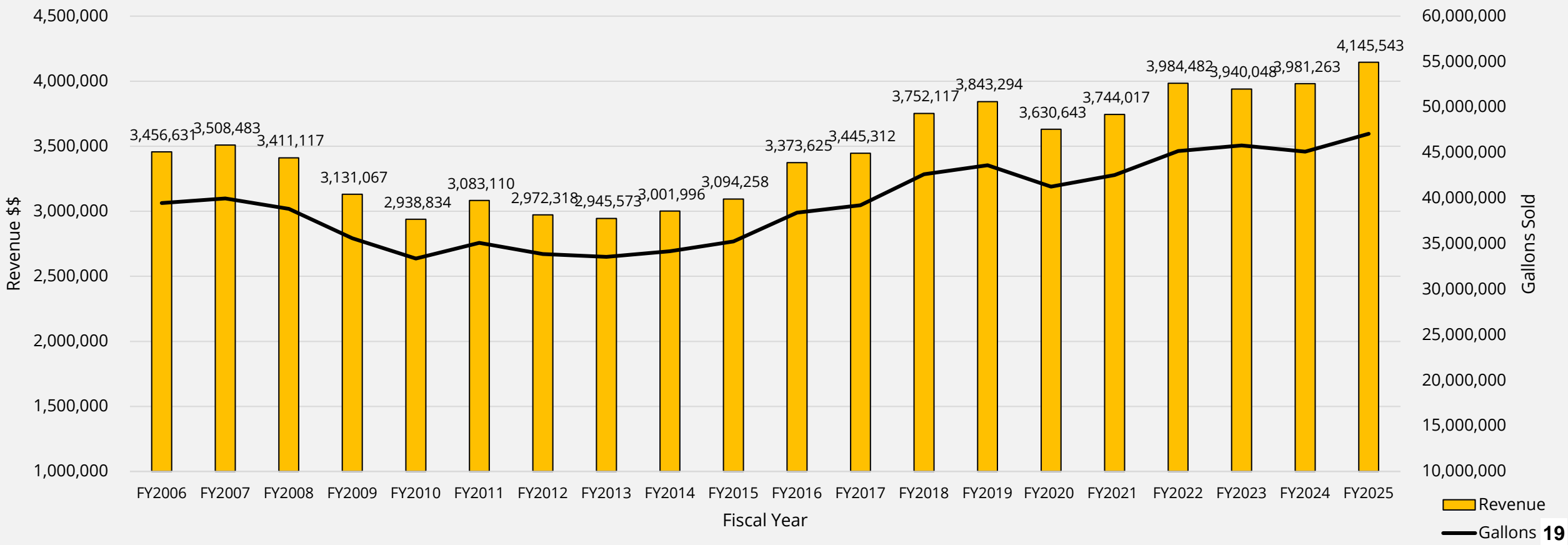




RTC 9 Cent Gasoline Tax

19% increase in this revenue between 2006 and 2025 = Less than 1% / yr

Table of County Option 9 Cent Gasoline Fuel Tax Revenue and Gallons Sold - FY2006 to FY2025



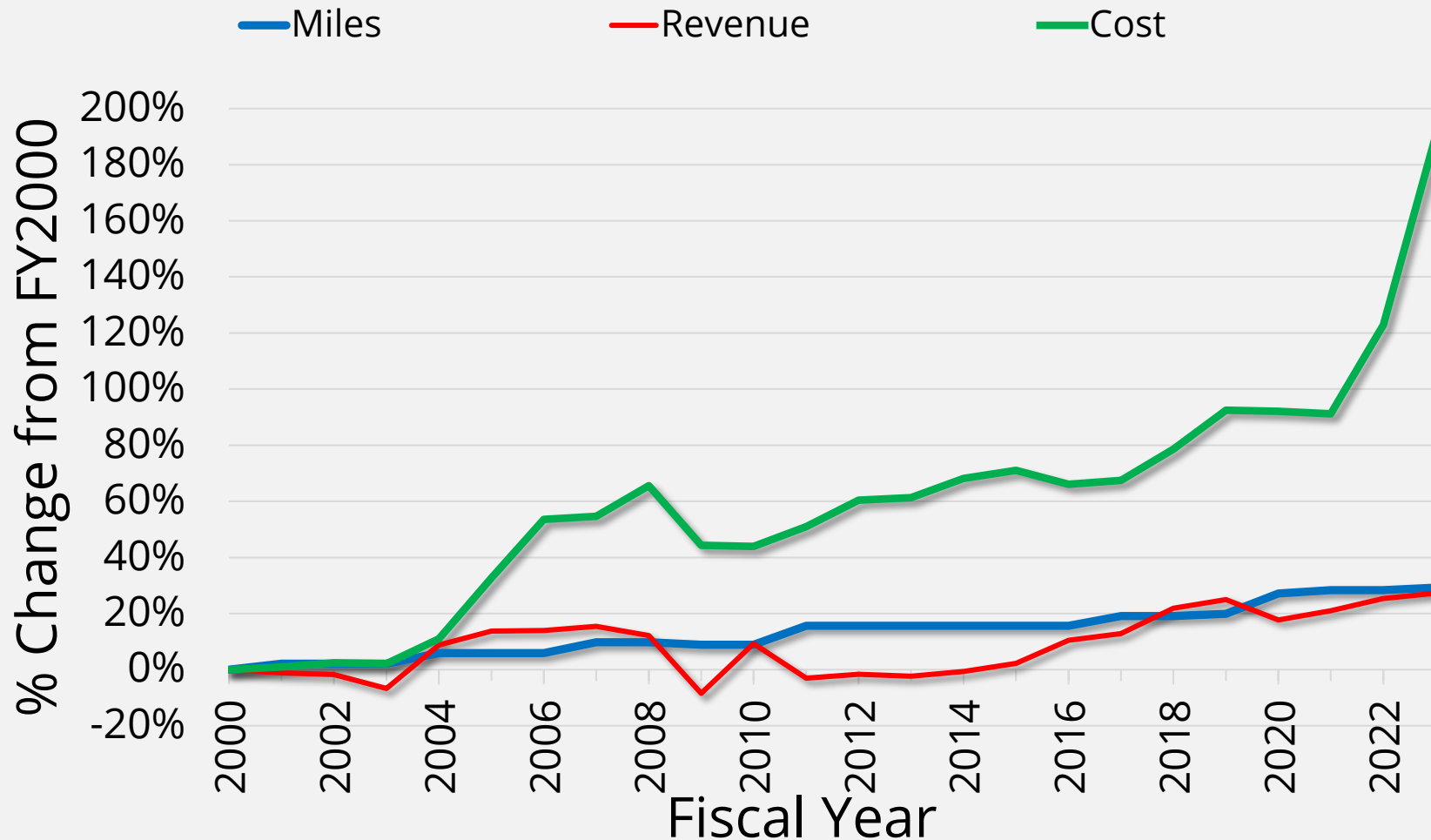
Revenue Reports

- Revenue report given to RTC each month
- Includes all local road funding sources
 - Gasoline Tax
 - Diesel Tax
 - BCCRT Sales Tax
 - Street and Highway Sales Tax
 - Waste Management Franchise Fee
 - EV Charging
 - Development Contributions
 - Complete Streets Donation



Fuel/Tax Revenues				
Gasoline Gallons Sold ^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	4,220,590	3,965,689	4,320,724	4,337,564
AUG	4,234,582	4,104,221	4,196,903	4,458,605
SEP	3,894,625	3,854,108	3,942,136	3,944,625
OCT	3,958,285	3,907,100	4,198,320	4,092,528
NOV	3,502,424	3,577,811	3,722,217	3,693,975
DEC	4,537,676	3,720,476	3,785,182	4,026,061
JAN	3,043,290	3,339,952	3,917,500	
FEB	3,201,366	3,412,536	3,472,422	
MAR	3,309,050	3,559,473	3,846,801	
APR	3,820,024	3,678,204	3,792,383	
MAY	4,018,183	3,851,281	3,816,305	
JUNE	4,057,802	4,150,910	4,070,100	
Total Year Gallons	45,797,897	45,121,761	47,080,993	
Gasoline Revenues ⁴				
Fuel Tax Revenue County Option 9¢ - NRS 373 (RTC)	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543	\$ 2,154,931
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138	\$ 989,528
Diesel Gallons Sold ^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	1,135,368	1,026,450	1,059,022	1,108,374
AUG	1,224,462	1,077,048	1,081,634	1,165,714
SEP	1,157,759	1,116,748	986,532	1,092,247
OCT	1,141,459	1,089,220	1,038,653	1,090,759
NOV	899,884	946,012	908,845	909,333
DEC	767,073	849,139	810,757	908,886
JAN	701,894	751,666	824,737	
FEB	724,359	740,617	691,802	
MAR	845,076	845,004	806,666	
APR	966,083	943,427	878,832	
MAY	1,067,394	1,068,855	950,852	
JUN	1,047,908	1,057,165	1,007,602	
Total Year Gallons	11,678,719	11,511,351	11,045,934	6,275,313
Diesel 5 cent Tax Revenue ¹	\$ 661,577	\$ 568,664	\$ 567,031	\$ 245,992
NRS 373.083.5 (% to NDOT)	\$ (99,231)	\$ (56,405)	\$ (56,703)	
Final - Diesel Revenue	\$ 562,345	\$ 512,259	\$ 510,328	\$ 245,992
Basic City County Relief Tax (BCCRT) 0.25% Sales Tax				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	333,043	359,937	361,271	519,692
AUG	336,083	365,305	356,622	212,738
SEP	337,342	366,805	357,879	247,064
OCT	337,975	353,501	343,590	454,157
NOV	317,077	343,720	152,005	344,360
DEC	342,903	383,106	429,718	392,883
JAN	290,322	290,116	319,461	
FEB	269,279	302,593	282,030	
MAR	329,948	336,156	305,519	
APR	337,725	360,130	367,792	
MAY	350,655	382,191	362,049	
JUN	371,249	372,450	607,703	
Sales Tax, Voter Approved 0.25%	\$ 3,953,601	\$ 4,216,009	\$ 4,245,638	\$ 2,170,894

Table of Changes in Revenue and Construction Cost (FY 2000 to FY 2023)



Gas Tax Revenue:

- 2000 = \$4,568,408
- 2023 = \$5,727,000 (+27%)

City Owned Street Miles:

- 2000 = 236 miles
- 2023 = 305 miles (+29%)

*Construction Costs:

- +190% growth between 2000 and 2022

* National Highway Construction Cost Index (NHCCL) provided by FHWA

Price of gas is increasing

The tax on gas is not

In 2000, a gallon of gas cost \$1.25 on average

- Of that, 15.35 cents went to Carson City for roads; that's 12.3% of the cost of your gallon of gas going to fix Carson City roads.

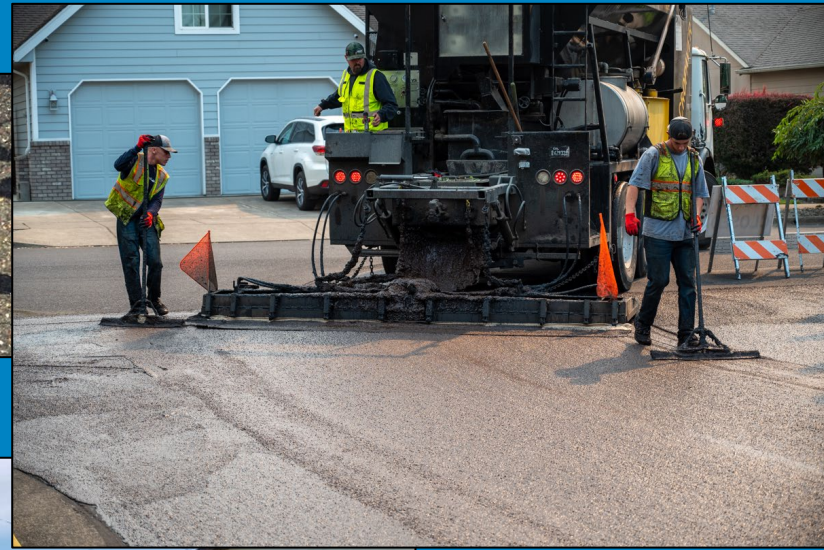
Today, a gallon of gas cost \$4.58 on average

- Of that, 15.35 cents went to Carson City for roads:
 - That's 3.4% of the cost of your gallon of gas going to fix Carson City roads.



Pavement Practice

- Stop Gap
 - Crack Sealing
 - Patching/Pothole filling
- Preservation
 - Surface Treatment
- Rehabilitation
 - Mill and Overlay
 - Reconstruction



Design and Construction Process

- Projects are designed by staff or consultants.
- Projects are bid for construction following NRS 338. Award to the lowest responsive and responsible bidder.
- Projects are inspected and tested by staff and consultants.
- Project materials, as well as the means and methods, meet the requirements of the Standard Specifications for Public Works Construction "Orange Book".
- Project status reports given to RTC every other month.



General Roadway Construction Costs

Engineering Design

8-12% of Construction Total

Construction

\$2.1M/mile (2024 dollars)

- Pavement/signing/stripping = \$1.3M/mile
- ADA compliance = \$600K/mile
- Misc. costs (traffic controls, stormwater pollution, survey etc.) = \$200K/mile

- Graphic showing general costs for roadway design, construction, and testing

Inspection and Material Testing

3-5% of Construction Total

Total Cost to Reconstruct a Road
\$2.4M/mile

Total Cost to Preserve a Good Road
\$380K/mile

Emerging and Innovative Technologies

- Technical Memo Report completed by Applied Pavement Technologies with assistance from Nevada Local Technical Assistance Program (NVLTAP).
- NVLTAP assists agencies across the state in technical resources and training.





Emerging and Innovating Technologies used in Carson City

- Fiber reinforced, double layer slurry
 - D4 Curry Street 2022
- Fiber reinforced pavement
 - Saliman Road Patch 2020
 - Long Street 2022
- Mastic
 - Governor's Field Parking Lot (2023)
 - Public Works Yard (2022-2025)
 - D3 2025 Pavement Preservation Project (pending 2026)



Emerging and Innovative Pavement Technologies

Technical Memorandum

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APRIL 2026



Technical Memorandum on Emerging and Innovative Pavement Technologies

Carson City Public Works (CCPW) has partnered with Applied Pavement Technology, Inc. (APTech), since 2019 to support their pavement engineering program. As part of this effort, CCPW asked APTech to review a selection of emerging and innovative pavement technologies used in Nevada, across the United States, and internationally. The technologies evaluated in this memorandum include the following:

- Drones and robots for pavement monitoring and pothole repair.
- Geotextiles for crack mitigation and pavement reinforcement.
- Rubber-modified and fiber-reinforced asphalt concrete.
- Mastic with aggregate and fillers for large cracks and distressed areas.
- Liquid coatings (rejuvenators and fog seals).
- Thin asphalt overlays.

This memorandum presents concise descriptions of each emerging pavement technology, summarizes how these treatments have been used in the pavement engineering field, and evaluates their potential applicability and cost effectiveness for Carson City.

Drones and Robots for Pavement Monitoring and Pothole Repair

Automation technology continues to advance such that it can detect roadway defects and provide an automated approach to making repairs. These topics, as well as the technology's applications for Carson City, are discussed in the following paragraphs.

Detection

Recent advances in unmanned aerial vehicles (UAVs) and ground-based robots have expanded how agencies assess and maintain pavements. UAVs, or drones, are equipped with high-resolution cameras, light detection and ranging (LiDAR), and infrared sensors. These features allow them to rapidly scan roadways and generate 3D models that identify pavement distresses, including potholes, with accuracy levels commonly above 85 percent (Sugiarto et al. 2025; Kulhandjian 2023). These approaches could reduce manual inspection time and limit staff exposure to live traffic.

Commercial drone operators are required to have a Part 107 license. FAA requirements for this license are available at https://www.faa.gov/uas/commercial_operators/become_a_drone_pilot. Additionally, in Class G airspace, no permission is needed to operate below 400 ft of elevation. Carson City Airport is considered Class G airspace; therefore, a good practice for an operator of a UAV near the airport would be to notify the airport manager of their presence, especially if they plan to fly the UAV at an altitude greater than 100 ft. In Class B, C, D, and E airspace, airspace authorizations are needed, which can require considerable time to obtain. Further information on FAA airspace authorization is available at https://www.faa.gov/uas/commercial_operators/part_107_airspace_authorizations.

International research programs—including the UK's Self-Repairing Cities initiative (Richardson et al. 2017)—are testing autonomous robots capable of not only locating pavement defects but also performing minimally invasive repairs. Emerging work under the InfraRob program demonstrates the

feasibility of using small, on-board 3D-printing robots to fill potholes with cold-applied mixtures designed specifically for robotic placement (Florence 2024). Early field trials demonstrate the potential to reduce labor needs and expand maintenance windows (Doychinov et al. 2019).

U.S. agencies are experimenting as well. Ohio Department of Transportation (DOT) and several municipalities, including San José and Memphis, have tested camera- and artificial intelligence (AI)-based systems to detect potholes with real-time accuracy exceeding 90 percent (Miller 2026; Kulhandjian 2023; Google AI for Public Sector n.d.). While these systems primarily focus on detection rather than repair, they illustrate a broader shift toward proactive maintenance supported by automation.

Minnesota DOT (MnDOT) has studied converting onboard data from electric vehicles into continuous pavement condition assessments. Researchers reviewed Denmark's Live Road Assessment (LiRA) project and evaluated data collection hardware to select the best scanner device that could reliably capture sensor data from test vehicles. Data were collected on three test routes and compared to MnDOT's Pathways Digital Inspection Vehicle (DIV), which served as the ground truth. Researchers compared International Roughness Index (IRI) values between the two methodologies and discovered similar results. However, accuracy decreased with abrupt condition changes, when road surface defects existed, and on local roads due to the constraints of urban driving environments. MnDOT plans to integrate this data with the pavement condition data collected by MnDOT's Pathways DIV to improve pavement assessments (Stern et al. 2026).

Other technologies such as mounted camera systems and sensor-based systems on proprietary vehicles and/or on agency fleet are currently available in the market. Camera-based systems rely on right-of-way (ROW) imagery and AI to produce a condition index. Nonetheless, there are limitations to what AI can extract from imagery, which translates to all distress types and severities in ASTM D6433, *Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys* (ASTM 2024), not being identified. Additionally, many of these solutions are associated with a proprietary software license where data access and portability can be limited. Similarly, sensor-based systems rely on vehicle sensor data and are based on coverage (i.e., how much of a pavement section is collected and how often it is collected). A correlation with pavement roughness, pothole detection, rutting, depressions, and wide transverse cracks can be determined and certain vendors claim they can produce a PCI from these because these are proprietary products there is no way to verify this claim. The 2025 American Public Works PWX Conference featured a presentation titled "Comparing Pavement Data From Connected Vehicles and 3D Laser Scanners" (Kebede 2025). The comparison was made for Coachella Valley Association of Governments for data collected by Michael Baker International for their PCI assessment and connected vehicle data from NIRA Dynamics. They determined that there is a correlation for IRI between the data collection methodologies. However, the correlation between a class 1 profiler and connected vehicles was not very strong and required a substantial amount of data cleanup. They noted that variability of the connected vehicle data is affected by coverage, and temporal grouping of the data is necessary due to connected vehicle data being collected at different times. Finally, they concluded that the correlation between PCIs was not statistically representative for this dataset.

Repairs

Recent advances in automated pavement maintenance technologies are reducing the need for manual labor in high-risk traffic environments while improving the consistency and speed of repairs. Research prototypes, such as the vehicle-mounted system described by Bennett et al. (2003), use onboard lasers to detect cracks at traffic speeds and deploy a robotic applicator that automatically places sealant with precision. This early work has informed newer commercial systems, including Pave Robotics' Tracer

platform, which integrates automated crack detection with robotic sealant application to support proactive, data-driven maintenance. In parallel, semiautomated commercial equipment is already enhancing safety and efficiency in day-to-day operations. The Cimline P5 One-Person Patcher allows a single operator to clean, tack, fill, and finish pothole repairs entirely from inside the cab, using an articulated boom and integrated material system (Cimline n.d.). By reducing on-foot exposure to traffic and allowing maintenance activities to proceed more quickly and consistently, these automated and semiautomated technologies demonstrate how equipment innovations can improve worker safety, limit traffic disruption, and increase the overall efficiency of pavement maintenance operations. Figure 1 shows a demonstration of this innovative equipment.



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Figure 1. Robotic crack sealing demonstration at a pavement preservation partnership meeting (approximate purchase price of \$800,000 or monthly rental of \$36,000).¹

Applications to Carson City

Drone-based, mounted-camera, and sensor-based pavement condition assessments are not yet advantageous for Carson City because the City already uses 3D laser scanners for data collection, which provides higher-resolution and more reliable condition data. Robotic pothole repair technologies remain in the prototype stage worldwide and are not yet ready for routine operational use. However, these technologies are rapidly advancing and should be monitored for potential cost-saving applications—especially solutions that could reduce maintenance crew traffic exposure or support after-hours operations during constrained work windows.

¹ Cost estimate received from SealMaster in April 2026.

Geotextiles for Crack Mitigation and Pavement Reinforcement

Geotextiles are fabric-like materials installed between pavement layers to reduce reflective cracking, improve moisture control, and increase structural performance. In climates with wide temperature swings—such as Carson City’s high-desert environment—these materials may be particularly valuable because they mitigate the crack propagation caused by thermal contraction and expansion. In most applications in Nevada, geotextile fabric is placed as a full-width interlayer to separate layers of materials under section 401.03.15 Pavement Reinforcing Fabric (NDOT 2014).

Studies from China and Australia show that basalt-fiber and geosynthetic interlayers can increase pavement life by 70 percent or more and significantly reduce reflective cracking (Zhu et al. 2023; Shahkolahi and Singh 2023). In the United States, wicking geotextiles have shown promise in improving drainage and performance over expansive soils; field observations in Texas demonstrate long-term stability benefits (Biswas et al. 2021). Other research highlights improved overlay performance when woven or nonwoven textiles are used to reinforce asphalt layers (Ho et al. 2025; Lin et al. 2022; Liu, Yang, et al. 2025).

A practical example comes from New Jersey, where Petromat fabric placed beneath an overlay prevented crack reflection for 8 years despite repeated freeze–thaw cycles (Brahney 2025). Such conditions mirror those experienced in northern Nevada.

Geotextile fabrics can provide meaningful pavement performance benefits, but their success is highly dependent on proper installation and construction practices. Common challenges include inadequate surface preparation, such as failure to remove sharp objects, debris, or standing water, which can lead to puncturing or poor bonding of the fabric. Improper handling and placement, such as excessive stretching, wrinkling, insufficient overlap, or misalignment, can compromise the fabric’s ability to function as intended. Construction traffic over exposed geotextiles, especially before adequate cover is placed, can cause tearing or displacement. Inadequate anchoring, poor seam overlaps, and damage during paving operations are also frequently cited issues. Environmental conditions, including wind, moisture, and temperature extremes, can further complicate installation if not properly managed. Collectively, these challenges highlight that geotextile performance is not solely material dependent but relies heavily on contractor experience, attention to detail during placement, and adherence to recommended installation procedures (Bubna Polysack Industries. n.d.; Environmental Protection, Inc. n.d.).

For Carson City, geotextiles could be valuable for overlay projects where the underlying pavement has longitudinal or transverse cracking or block cracking but is still structurally sound. Key considerations include proper surface preparation, contractor experience with geotextile placement, and a cost-benefit comparison to traditional overlays. In appropriate locations—particularly collector and arterial streets where thickness increases and significant grade change is not feasible—geotextiles may extend pavement life and reduce long-term rehabilitation costs.

Rubber-Modified and Fiber-Reinforced Asphalt Concrete

Rubber-modified asphalt and fiber-reinforced asphalt are established techniques for increasing flexibility, improving cracking resistance, and enhancing overall pavement durability. Crumb rubber from recycled tires has been shown to improve elasticity and reduce long-term maintenance needs, while fibers can increase fatigue and rutting resistance—especially in harsher climates (Sebaaly et al. 2018).

Research in Turkey and the United States demonstrates that fiber-reinforced warm-mix asphalt and rubber-modified asphalt mixtures improve structural performance and sustainability (Abdulrahman et al. 2025; Sebaaly et al. 2018). Additional studies from northern Arizona show that fiber-reinforced polymer-modified mixes perform well under freeze–thaw cycles and thermal cracking, conditions similar to those experienced in Carson City (Ho and Shan 2016; Ho et al. 2016). Life-cycle research also indicates that rubberized and fiber-reinforced mixtures can be more cost effective over time due to extended service life (Labbafi et al. 2025; Souliman et al. 2019). Figure 2 shows fibers being mixed into the material.

Carson City has used fibers in asphalt mix in two projects. The first project was on Saliman Road, where a fiber company did several test patches. The second project was a 2-inch mill and 2-inch asphalt overlay on Long Street, where there were many challenges with the paving operation during the project. Given the limited pool of projects and issues during construction, conclusions on the performance of this treatment in Carson City cannot be drawn.

Carson City has also used fiber-reinforced microsurfacing of Curry Street in 2022. For this project, sections of this road were microsurfaced with fiber reinforcement (\$5 per square yard for a double layer) and others were without reinforcement (\$3 per square yard for a standard Type 3 mix). PCI data from the 2024 assessment showed similar performance between the two materials. Further analysis of a larger dataset would be necessary to determine whether the performance justifies the additional cost.



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Figure 2. Aramid fibers being introduced into the reclaimed asphalt pavement feeder at an asphalt plant.

Importantly, Nevada Department of Transportation (NDOT)'s *Standard Specifications for Road and Bridge Construction (Silver Book)* and the Regional Transportation Commission's (RTC) *Standard Specification for Public Works Construction (Orange Book)* already specify and recommend polymer-modified and tire rubber-modified binders: PG 64-28NV (polymer modified), PG 76-22NV (polymer modified), PG 64-28NVTR (tire rubber modified), and PG76-22NVTR (tire rubber modified) (NDOT 2014; RTC 2016). These mixes have a strong performance record in northern Nevada. Fibers are not yet referenced in either of the standard specifications, but contractors in northern Nevada have begun investigating their use and applicability in local asphalt mixes.

For Carson City, rubber- and fiber-modified mixes are most appropriate for large major rehabilitation or reconstruction projects in which a paver is used. Because these mixes are stiffer and more polymer rich, they are not suited for handwork or small patching. Their higher upfront cost could be offset by better long-term performance, particularly on roadways subject to heavy traffic and large daily temperature swings.

Mastic With Aggregate and Fillers for Large Cracks and Distressed Areas

Mastics are highly modified asphalt materials containing engineered aggregate and fillers designed to repair wide cracks (1 to 1.5 inches; mastic patches can be used in wider cracks), fatigue-cracked areas, rutted surfaces, and localized distresses that are too severe for conventional crack sealing but not severe enough to require full-depth repair. These materials stabilize and bind the deteriorated pavement area. The benefits include preserving surface integrity, slowing further degradation, waterproofing the pavement, and preparing the roadway for future preservation treatments.

Recent studies show that mastics can suppress reflective cracking, improve fatigue resistance, and even exhibit self-healing characteristics when enhanced with specialized fillers (Xu et al. 2025; Song et al. 2025; Li et al. 2024). Commercial formulations such as Crafcoc Mastic One and Maxwell's GAP Mastics are designed for high-movement environments, including cold-weather climates similar to that in Carson City (Crafcoc Inc. n.d.; Maxwell Products n.d.).

This treatment has already been used successfully in northern Nevada—including Carson City demonstration sites such as Governor's Field parking lot and the Public Works yard in 2023 (see Figures 3, 4, and 5) as well as Lake Tahoe, Minden, Gardnerville, and Sparks—where it has proven effective for treating wide cracks prior to surface seals and slight rutting in the wheel paths. Although contracting costs are higher (\$5 to \$7 per linear foot)² than those for crack sealing (\$1 to \$1.5 per linear foot),³ they are less expensive than saw cutting and patching (\$20 to \$30 per square foot).⁴ Therefore, agencies can reduce costs by renting equipment and training staff to apply mastic in house.

For Carson City, mastics represent a valuable midlevel treatment option for addressing wider cracks and localized distress that fall between routine sealing and more involved structural repair. They are especially useful on pavements nearing the end of their surface life but remain good candidates for future preservation treatments such as slurry, microsurfacing, or thin lift overlays.

² Cost estimate received from Maxwell Products in April 2026.

³ Cost estimate based on local bids received by APTech in May 2025.

⁴ Cost estimate received from Carson City in March 2026.



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Figure 3. Mastic sealant application in Governor’s Field (2023).



© 2026 NVLTAP.

Figure 4. Mastic sealant performance in Governor’s Field (2026).



© 2026 Carson City Public Works.

Figure 5. Mastic sealant performance in the Carson City Public Works yard (2026).

Liquid Coatings (Rejuvenators and Fog Seals)

Liquid coatings—including rejuvenators and fog seals—are thin applications of diluted asphalt emulsions or oil-based modifiers that slow oxidation, seal surface voids, and restore some flexibility to aged asphalt (see Figure 6). These cost-effective, early-life treatments can postpone the need for more expensive maintenance. Anecdotally, practitioners liken these treatments to sunscreen: They work best when they are applied early and refreshed regularly to guard the pavement against the elements.

Research from the National Center for Asphalt Technology (NCAT) shows that fog seals penetrate the surface, reduce binder brittleness, protect against air and moisture intrusion, and mitigate raveling—an important benefit in high-UV, high-temperature-swing environments like Carson City (NCAT 2019). When rejuvenators are added, they soften and restore flexibility to aged binders, improving resistance to cracking. Because these treatments initially leave a light film on the pavement surface, they can temporarily reduce skid resistance immediately after application; however, friction typically returns to normal once the material cures and traffic action removes any residual surface coating, as documented by NCAT's findings.

Newer bio-based rejuvenators have shown improved aging stability, reduced toxicity, and better performance in both low- and high-temperature conditions (Bhatt and Wu 2025). Products such as SP-900 offer zero-volatile organic compound formulations that are more environmentally friendly and help reduce curing and tracking concerns (AIM Building Materials n.d.). Although bio-based rejuvenators often have higher upfront costs, recent studies indicate that they provide enhanced long-term stability when compared with mineral-based alternatives. Research also shows that these formulations can be engineered to offset the loss of high-temperature resistance associated with excessive softening while simultaneously improving low-temperature properties—an advantage for pavements in semiarid regions with significant daily and seasonal temperature fluctuations (Liu, Zhou, et al. 2025).

Carson City already uses slurry seals and microsurfacing. Adding rejuvenators early in the pavement life cycle—ideally within the first 2 years—could further delay oxidation and cracking. At costs of \$0.10 to \$0.20 per square foot, rejuvenators provide a viable means of extending pavement life, especially on neighborhood streets and other low-speed facilities where brief postapplication reductions in friction pose minimal operational concern.



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Figure 6. Liquid coating application in Whitefish, MT.

Use of Thin Asphalt Treatments in Nevada Pavement Preservation Programs

In Nevada, thin asphalt treatments are recognized as a core pavement preservation strategy when applied to structurally sound pavements that are experiencing functional distress such as raveling, oxidation, minor cracking, or loss of ride quality. NDOT-sponsored research shows that thin asphalt overlays, generally placed at thicknesses of 1.0 to 1.5 inches, are intended to restore surface functionality rather than add structural capacity (Hajj et al. 2018). In a pavement preservation program, thin asphalt overlays are typically applied later in the treatment life than chip seals, slurry seals, and

microsurfacing. Thin asphalt overlays provide greater improvements in ride quality, surface durability, and moisture resistance while still avoiding the cost and disruption associated with thicker structural overlays. UNR laboratory evaluations using Nevada materials demonstrated that properly designed thin mixes can provide good resistance to raveling, moisture damage, rutting, and reflective cracking under Nevada's dry-freeze climate conditions (Habbouche 2015).

From a programmatic standpoint, NDOT has evaluated thin-lift asphalt overlays alongside other preservation treatments through formal research and quality assurance studies rather than through a single standalone standard specification. NDOT Research Report 715-15-050 documents best practices for thin-lift asphalt overlay construction quality assurance, including surface preparation, tack coat application, lift thickness control, compaction practices, and acceptance testing (Hajj et al. 2018). The report explicitly notes that construction consistency and inspection rigor are critical for thin lifts due to their sensitivity to segregation, inadequate bonding, and density variability. While this report does not itself serve as a specification, it provides a national best-practice framework that can be adapted for Nevada conditions and referenced by agencies when developing special provisions and inspection requirements. While supporting research (Habbouche 2015) used Nevada aggregates and mix designs, the evaluated mixtures were generally thicker than what would typically be considered thin-lift preservation overlays in other States.

In practice, NDOT implements thin-lift asphalt overlays through project-specific mix designs and special provisions, drawing from the NDOT *Standard Specifications for Road and Bridge Construction* and NDOT Materials Division procedures. Asphalt mix designs, laboratory testing, and acceptance criteria are administered through NDOT's Materials Division with support from the Western Regional Superpave Center at UNR. This structure allows NDOT to deploy thin-lift technologies while retaining flexibility to adjust gradation, binder type, and performance testing based on climate zone and traffic level. However, this same flexibility creates a barrier for local agencies, as thin-lift overlays are not packaged as a single "drop-in" specification and instead require assembling multiple documents and provisions into contract plans.

Thin-Lift Overlays: Mixture Types and Design Considerations

Thin-lift asphalt overlays may be designed using several mixture types, depending on performance objectives, traffic level, and constructability considerations:

- **Dense-graded mixtures:** Fine-aggregate mixes with small nominal maximum aggregate sizes (typically 4.75 mm or 9.5 mm) emphasize low permeability, good aggregate interlock, and strong bonding to the underlying surface. These are the most common thin-lift option for pavement preservation and have demonstrated good durability when placed on structurally sound pavements.
- **Gap-graded mixtures:** Mixes with a discontinuous gradation can provide enhanced crack resistance and durability when paired with polymer-modified binders. While studied nationally, gap-graded thin lifts require tighter construction control and are more sensitive to segregation and placement variability.
- **Open-graded mixtures:** Permeable mixes are commonly used in Nevada on higher-speed State facilities for surface drainage and noise reduction. These are generally not considered thin-lift preservation overlays and are not typically used by municipalities due to higher permeability, specialized construction requirements, and maintenance considerations (FHWA 2019).

When properly designed and constructed, thin-lift asphalt overlays can restore surface ride quality, reduce permeability, and delay further deterioration while avoiding the cost and disruption of thicker overlays. However, thin lifts are inherently more sensitive to construction practices than conventional asphalt layers. Their reduced thickness results in rapid temperature loss, which limits the available compaction window and typically necessitates higher minimum ambient and pavement temperatures. Adequate surface preparation, uniform tack coat application, careful material handling, and experienced inspection are therefore critical to achieving consistent performance (FHWA 2019).

At present, Nevada does not maintain a standalone thin-lift overlay specification similar to those used by other States. Instead, agencies must rely on a combination of NDOT Standard Specifications, project-specific mix design approvals, UNR research documentation, and special provisions developed with Materials Division input. For Carson City or other local agencies, the most practical path to implementation is to do the following:

1. Reference NDOT's standard asphalt items as the base.
2. Incorporate UNR/NDOT research language for lift thickness, surface preparation, and QA/QC.
3. Require submittal of a project-specific mix design supported by laboratory performance testing. NDOT research reports and UNR theses provide the technical justification needed to support this approach in contract documents.

Use by Reno/Carson Area Agencies

Based on publicly available documentation, there is no clear evidence that Reno, Sparks, or Washoe County has formally adopted thin-lift asphalt overlays as a standard preservation treatment in the same way they have slurry seals or microsurfacing. While thin asphalt lifts are routinely placed as part of rehabilitation and resurfacing projects, they are typically treated as conventional overlays rather than explicitly designated thin-lift preservation overlays. NDOT, however, has both studied and implemented thin-lift overlays on State facilities, and the technical groundwork exists for local agencies to follow suit. In short, the technology has been validated in Nevada, but adoption at the municipal level appears to be limited by the absence of ready-to-use specifications rather than performance uncertainty.

Summary

The technologies reviewed—ranging from UAVs and robotic maintenance concepts to geotextiles, rubber-modified and fiber-reinforced asphalt mixes, mastics, and liquid surface treatments—represent a spectrum of emerging and proven solutions that could help Carson City extend pavement life and manage rising maintenance costs. While each technology offers specific advantages, their practical value to Carson City depends on how well they perform under the region's high-desert climate, freeze-thaw cycles, and constrained maintenance budgets.

Across all categories, the most appropriate next step is to evaluate these treatments through targeted pilot projects on roadway segments that match the applicability and compatibility of each technology. Pilot projects allow the City to measure performance in real-world conditions, validate whether the anticipated life-extension benefits materialize, and compare those benefits against the added cost of each treatment. Piloting also provides an opportunity to build internal familiarity, confirm construction feasibility, and demonstrate results to the public and elected officials before larger-scale implementation.

Based on currently available research, Carson City is well positioned to pilot treatments such as thin asphalt overlays, rejuvenators, mastics, geotextiles, and rubber- or fiber-modified asphalt mixes. These materials have documented success in climates similar to that in northern Nevada and may offer

meaningful extensions to pavement service life when applied at the right time. In an environment where agencies must stretch limited funds over an aging network, these preservation treatments offer a pathway to improved long-term cost effectiveness.

By contrast, UAV-based pavement condition assessment and robotic crack sealing or pothole repair technologies, while promising, are not yet at a maturity level that would provide near-term benefit to Carson City. The City's LCMS system already delivers higher-quality pavement data than current drone-based methods, and robotic maintenance systems remain in early prototype stages worldwide. These technologies should continue to be monitored, but they are not yet suitable for pilot deployment.

Collectively, the emerging technologies reviewed provide Carson City with a menu of potential tools to enhance pavement performance and reduce long-term costs. A structured approach—beginning with small, well-selected pilot projects—will allow the City to evaluate real-world performance; determine cost effectiveness; and adopt only the treatments that demonstrably benefit the network and meet local expectations for safety, efficiency, and stewardship of public funds.

References

- Abdulrahman, S., M. A. Al-Osta, H. Al-Abdul Wahhab, W. Rafiq, A. M. Babalghaith, A. Al-Juhani, and A. Farouk. 2025. "Development Super Fibre Warm Mix Asphalt for Desert Environments: Mechanical Performance and Implications for Non-Destructive Evaluation." *NDTCE 2025—International Symposium on Non-Destructive Testing in Civil Engineering*. Izmir, Türkiye.
- American Industrial Manufacturers of Building Products (AIM) Building Materials. n.d. "[Asphalt Rejuvenator SP-900](#)." Webpage. AIM Building Materials. Accessed February 24, 2026.
- ASTM International (ASTM). 2024. *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys*. D6433. ASTM International, West Conshohocken, PA.
- Bennett, D. A., X. Feng, and S. A. Velinsky. 2003. "Robotic Machine for Highway Crack Sealing." *Transportation Research Record* 1827. Transportation Research Board, Washington, DC.
- Bhatt, B., and S. Wu. 2025. "[A Comprehensive State-of-Art Review on the Use of Rejuvenators in Asphalt Pavement](#)." *Journal of Road Engineering* 5 (1). Elsevier, Amsterdam, Netherlands.
- Biswas, N., A. J. Puppala, M. A. Khan, S. S. C. Congress, A. Banerjee, and S. Chakraborty. 2021. "Evaluating the Performance of Wicking Geotextile in Providing Drainage for Flexible Pavements Built Over Expansive Soils." *Transportation Research Record* 2675 (9). National Academy of Sciences, Transportation Research Board, Washington, DC.
- Brahney, S. 2025. "[PetroMat Paving Fabric Won't Save Your Asphalt—Unless You Do This](#)." Webpage. FixAsphalt.com. Accessed February 24, 2026.
- Bubna Polysack Industries. n.d. "Common Geotextile Installation Mistakes That Cause Early Failure." Webpage. Bubna Polysack Industries. Accessed April 23, 2026.
- Cimline Inc. n.d. "[Cimline P5 One-Person Patcher With DuraPatcher Technology](#)." Webpage. Cimline Inc. Accessed February 24, 2026.
- Crafco Inc. n.d. "[Fast Pavement Repairs That Last](#)." Webpage. Crafco Inc. Accessed February 24, 2026.

Doychinov, V., M. Abdellatif, B. Kaddouh, B. Malik, G. Jackson-Mills, R. Fuentes, A. Cohn, R. Richardson, N. Chudpooti, I. D. Robertson, and N. Somjit. 2019. "Infrastructure Robotics Research at the University of Leeds." *White Rose Research Online*, University of Leeds, United Kingdom.

Environmental Protection, Inc., and The Liner Company. n.d. "[Common Challenges and Solutions During Geotextile Installation](#)." Webpage. EPI. Accessed April 23, 2026.

Federal Highway Administration (FHWA). 2019. "The Use of Thin Asphalt Overlays for Pavement Preservation." FHWA HIF-19-053. U.S. Department of Transportation, Washington, DC.

Florence, O. 2024. "[Advancing Road Maintenance With Innovative 3D Printing Technology](#)." Webpage. InfraRob. Accessed February 24, 2026.

Google AI for Public Sector. n.d. "[Data-Driven Solutions Helped Memphis Find and Fix 63,000 Potholes](#)." Webpage. Google AI. Accessed February 25, 2026.

Habbouche, J. 2015. "[Evaluation of Thin Asphalt Overlays for Pavement Preservation in Nevada](#)." Master's thesis, University of Nevada, Reno.

Hajj, E. Y., L. Graham, M. A. Heitzman, A. J. T. Hand, D. Weitzel, and N. H. Tran. 2018. [State-of-the-Practice in Chip Seal, Slurry Seal, Micro Surfacing, and Thin Lift Asphalt Overlay Construction Quality Assurance](#). Research Report No. 715-15-050. Nevada Department of Transportation, Carson City, NV.

Ho, C. H., and J. Shan. 2016. "Performance Comparison Between Fiber-Reinforced and Rubber-Modified Asphalt." *Geotechnical and Structural Engineering Congress 2016*. American Society of Civil Engineers, Reston, VA.

Ho, C. H., J. Shan, F. Wang, Y. Chen, and A. Almonnieay. 2016. "[Performance of Fiber-Reinforced Polymer-Modified Asphalt: Two-Year Review in Northern Arizona](#)." *Transportation Research Record* 2575. Transportation Research Board, Washington, DC.

Ho, V. T., C. Giani, M. Vaillancourt, E. Dave, and A. Carter. 2025. "[Study the Crack Development of Geosynthetics Interlayers in Bituminous Structures Under Different Temperatures](#)." *Journal of Testing and Evaluation*. 53 (5): 1291–1306. ASTM International, West Conshohocken, PA.

Kebede, N. 2025. "Comparing Pavement Data From Connected Vehicles and 3D Laser Scanners." *American Public Works PWX Conference*. Chicago, IL.

Kulhandjian, H. 2023. [AI-Based Bridge and Road Inspection Framework Using Drones](#). Project 2226. Mineta Transportation Institute, San José, CA.

Labbafi, F., M. Z. Alvi, and F. Saadat. 2025. "[Comparative Analysis of Rubberized Asphalt and Traditional Asphalt: Performance, Economic, and Environmental Impacts in Life Cycle](#)." *Infrastructures* 10 (2): 34. School of Civil Engineering, College of Engineering, University of Tehran, Iran.

Li, P., X. Li, S. Yu, L. Sun, J. C. Yu, and R. Li. 2024. "[Fatigue-Healing Performance Analysis of Warm-Mix Rubber Asphalt Mastic Using the Simplified Viscoelastic Continuum Damage Theory](#)." *Coatings* 14 (7): 914. Multidisciplinary Digital Publishing Institute, Basel, Switzerland.

- Lin, C., X. Zhang, J. Galinmoghadam, and Y. Guo. 2022. [“Working Mechanism of a New Wicking Geotextile in Roadway Applications: A Numerical Study.”](#) *Geotextiles and Geomembranes* 50 (2). U.S. Department of Transportation, Washington, DC.
- Liu, L., W. Yang, Y. Bai, J. Cui, J. Li, and M. Wang. 2025. [“Long-Term Drainage Performance of Wicking Geotextile Based on Ultraviolet Resistant Modification Treatment.”](#) *Journal of Testing and Evaluation* 53 (3). ASTM International, West Conshohocken, PA.
- Liu, R., T. Zhou, Z. Dong, E. H. Fini, H. Lin, L. Cao, and C. Jin. 2025. [“Evaluating Efficacy of Bio-Based and Non-Bio Rejuvenators for Sustainable Asphalt Restoration and Durability.”](#) *Construction and Building Materials* 505 (144733). Elsevier, Amsterdam, Netherlands.
- Maxwell Products. n.d. [“Fill the Gap in Your Pavement Maintenance Program.”](#) Webpage. Maxwell Products. Accessed February 24, 2026.
- Miller, M. 2026. [“Honda Has Invented an AI Heads-Up About Potholes and Road Hazards.”](#) Webpage. University of Cincinnati. Accessed February 25, 2026.
- National Center for Asphalt Technology (NCAT). 2019. [“Evaluation of Rejuvenating Fog Seals.”](#) Webpage. NCAT. Accessed February 24, 2026.
- Nevada Department of Transportation (NDOT). 2014. [Standard Specifications for Road and Bridge Construction \(Silver Book\)](#). NDOT, Carson City, NV.
- Regional Transportation Commission of Washoe County (RTC). 2016. [Standard Specifications for Public Works Construction \(Orange Book\)](#). Regional Transportation Commission of Washoe County, Reno, NV.
- Richardson, R., R. Fuentes, T. Chapman, M. Cook, J. Scanlan, Z. Li, and D. Flynn. 2017. [Robotic and Autonomous Systems for Resilient Infrastructure](#). UK-RAS White Papers. UK Robotics and Autonomous Systems Network, Edinburgh, UK.
- Sebaaly, P. E., J. A. Castro, F. Ayala, M. Carvajal, and E. Y. Hajj. 2018. [Development of Mix Design and Structural Design Procedures for Cold In-Place Recycling](#). Nevada Department of Transportation Research Division and University of Nevada, Reno, NV.
- Shahkolahi, A., and A. Singh. 2023. “What Is the Right or Wrong Geosynthetic to Control Reflective Cracking of the Asphalt Layer?” *19th AfPA International Flexible Pavements Conference*. Australian Flexible Pavement Association, Brisbane, QLD, Australia.
- Song, R., A. Sha, W. Jiao, Y. Yang, J. Li, K. Shi, and X. Li. 2025. “Enhancing Rheological Properties and Self-Healing Performance of Asphalt Mastic Using Coal Gasification Slag.” *Construction and Building Materials* 483. Elsevier, Amsterdam, Netherlands.
- Souliman, M. I., A. Tripathi, and M. Isied. 2019. [“Mechanistic Analysis and Economic Benefits of Fiber-Reinforced Asphalt Mixtures.”](#) *Journal of Materials in Civil Engineering* 31 (8). American Society of Civil Engineers, Reston, VA.
- Stern, R., S. Nouhi, M. Turos, Q. He, Z. Lin, and M. Marasteanu. 2026. [Using Electric Vehicle Onboard Data for Pavement Quality Assessment and Management](#). Report No. 2026-05. Minnesota Department of Transportation, St. Paul, MN.

Sugiarto, A. R., G. N. Abdl, I. Sadidan, M. R. Fitrianto, and F. Ramadhani. 2025. "[Road Condition Monitoring with Drones and LiDAR in Infrastructure Technology](#)." *Semesta Teknika* 28 (1). Faculty of Engineering, Universitas Muhammadiyah Yogyakarta, Indonesia.

Xu, K., J. Song, Z. Li, G. Fang, Z. Zha, and K. Wu. 2025. "[Research and Application of Rock Asphalt Dry-Modified Fluid Mastic Asphalt Mixture for Reflective Crack Treatment in Asphalt Pavements](#)." *Case Studies in Construction Materials* 23. Elsevier, Amsterdam, Netherlands.

Zhu, Z., P. Xiao, A. Kang, Z. Wu, C. Kou, and Z. Ren. 2023. "[Research on the Road Performance of Self-Adhesive Basalt Fiber Geotextiles Based on the Background of Long-Life Pavements](#)." *Construction and Building Materials* 392. Elsevier, Amsterdam, Netherlands.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** May 13, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding potential Fiscal Year (“FY”) 2027 transportation infrastructure projects for Performance District 4, as funding permits, including a summary of the process and considerations used to select transportation infrastructure projects. (Chris Martinovich, Transportation Manager; Casey Sylvester, Transportation/Traffic Engineer)

Agenda Action: Formal Action / Motion **Time Requested:** 30 minutes

Proposed Motion

I move to approve the recommended Performance District 4 projects, as presented.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

Staff has identified potential FY 2027, Performance District 4 transportation infrastructure projects in accordance with Carson City’s approved Pavement Management Plan and project prioritization process. The project prioritization process consists of a multi-step evaluation that considers pavement condition index, pavement treatment type, work history, including ongoing projects and at-risk infrastructure, road functional classification, project size and continuity, cost, constructability, and utility needs. The details of the procedure were presented to the RTC in June of 2024 and used again for proposed projects in 2025 and 2026. Using this procedure, staff has recommended a total of five projects on both regional and local roads to be funded with the available FY 2027 budget.

Staff created ranked lists for local roads and regional roads separately using a scoring system specific to each classification of road. A total of 10 regional road segments were considered for regional roads and a total of 63 segments were considered local road projects. Staff evaluated and grouped the highest ranked segments to create defined projects and developed cost estimates for each of those grouped projects. The cost estimates for the various projects were compared to available funding to create a recommended list of prioritized projects on both regional and local roads.

Based on the results of the evaluation and the available funding, two potential transportation infrastructure projects were identified for regional roads and three for local roads. The projects, treatment types, and estimated costs are outlined in Exhibit 1, the presentation. Complete Streets and

Americans with Disabilities Act improvements are incorporated into these cost estimates as appropriate for the project scope. The cost estimates also include project and construction management, engineering design, construction bid item costs, material testing, and contingency. The estimates do not include costs for utility capital improvements (such as water/sewer replacements), as funding for those improvements would be provided from utility funds, if available.

The total estimated available funding from local gasoline and diesel fuel taxes, available federal Surface Transportation Block Grant funding, and the Street & Highway (formerly V&T) infrastructure sales tax in FY 2027 is \$ 7,603,841 for projects in Performance District 4. Carson City also has the option to allocate \$380,000 in federal Community Development Block Grant (“CDBG”) funding, bringing the total to \$7,983,841. The total estimated cost of the two recommended regional road projects is \$3,918,300, and the total estimated cost of the three local road projects, including applying the CDBG funds to the 5th, 10th, and Division Street Project, is \$3,823,300. Any projects that utilize federal funding will be added to the region’s Transportation Improvement Program.

Based on direction from the Regional Transportation Commission, staff will finalize project scopes and begin project design. The identified projects will preserve infrastructure, extend the life of roadways, enhance pedestrian connectivity, and improve the roadway pavement quality.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.210

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Regional Transportation fund, Capital Improvements / 2503035-507010, Infrastructure Capital / 2503035-507102, and Street Repairs / 2503035-500480; Street and Highway Fund (formally known as the V&T Infrastructure Fund), Construction Account / 2535005-507010, Grants Fund, Federal CDBG account / 2750620-507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The two regional and three local street projects presented total \$7,741,600. The total available budget for FY 2027 regional road pavement projects is \$7,983,841, which is comprised of: \$2,450,000 from FY 2027 Regional Transportation fund, Capital Improvements account 2503035-507010; \$356,904 from the FY 2027 Regional Transportation Infrastructure Capital fund, account 2503035-507102; \$3,100,000 from the S&H Infrastructure fund, Infrastructure Capital Account 2535005-507102; and \$390,000 from the Regional Transportation fund, Street Repairs account, 2503035-500480; \$1,306,937 in Surface Transportation Block Grant funding from the Regional Transportation Fund, Federal Grants / 2503082-431010; and \$380,000 from the Grants Fund, Federal CDBG account 2750620-507010. Funding will be transferred to the appropriate Capital Improvements Accounts once individual projects are created with finalized cost estimates per the project request process.

Alternatives

Decline to approve the Performance District 4 projects recommended by staff for FY 2027 and provide staff with alternative Performance District 4 project recommendations or an alternative direction.

Attachment(s):

[5B_RTC_Exhibit 1 - District 4 Presentation.pdf](#)

5B_RTC_Exhibit 2 - Project Prioritization Procedure.pdf

5B_RTC_Exhibit 3 - Prioritized Local Road Segments.pdf

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)





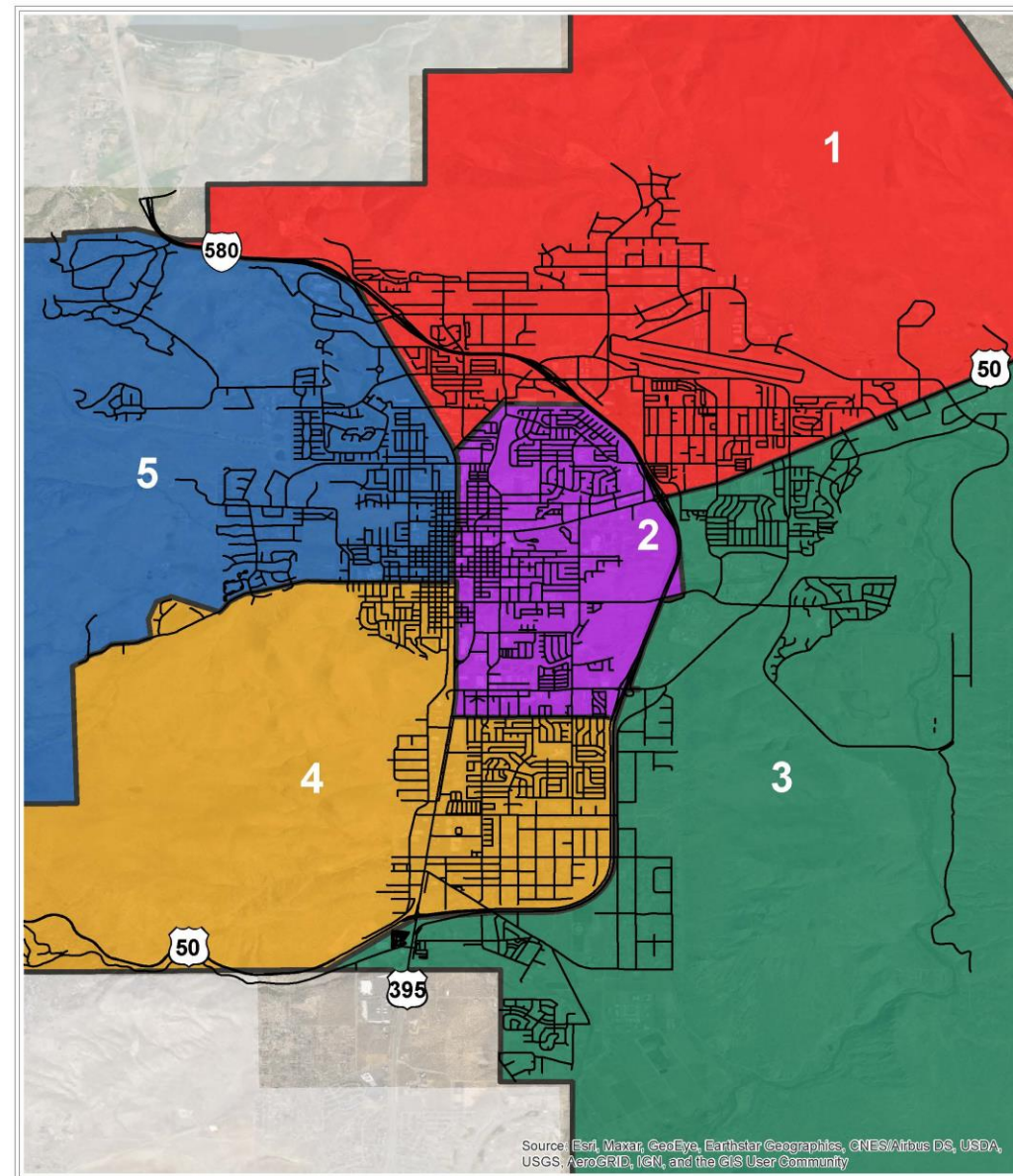
District 4 Pavement Project Prioritization FY 2027



Project Prioritization

- In accordance with 2024-2028 Pavement Pres. Plan
- Regional Roads and Local Roads
- Preservation and Rehabilitation Projects
- Data-driven process determines outcomes

Performance District (#)	Fiscal Year
1	2024
2	2025
3	2026
4	2027
5	2028



Pavement Management Plan

Performance District

- 1 (Red)
- 2 (Purple)
- 3 (Green)
- 4 (Yellow)
- 5 (Blue)

0 1.3 Miles

CARSON CITY PUBLIC WORKS

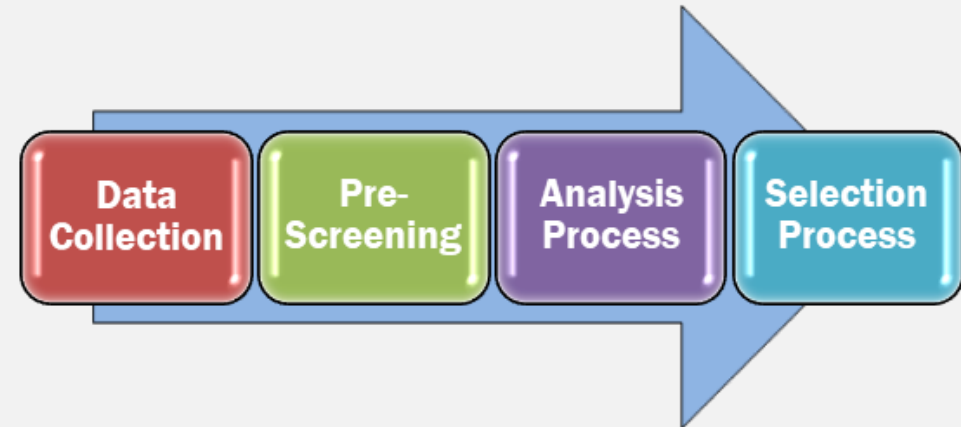
Carson City, NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map. Source: ITransDept Pavement Preservation Pavement Surveys\ 2021 Pavement

Project Prioritization Process

Use available data;

- Pavement Condition Index (PCI)
- Work History
- Traffic Volumes / Connections
- Historic Crash data
- Utility needs
- Transit Needs
- Planned improvements
- Functional Classification
- Roadway Use

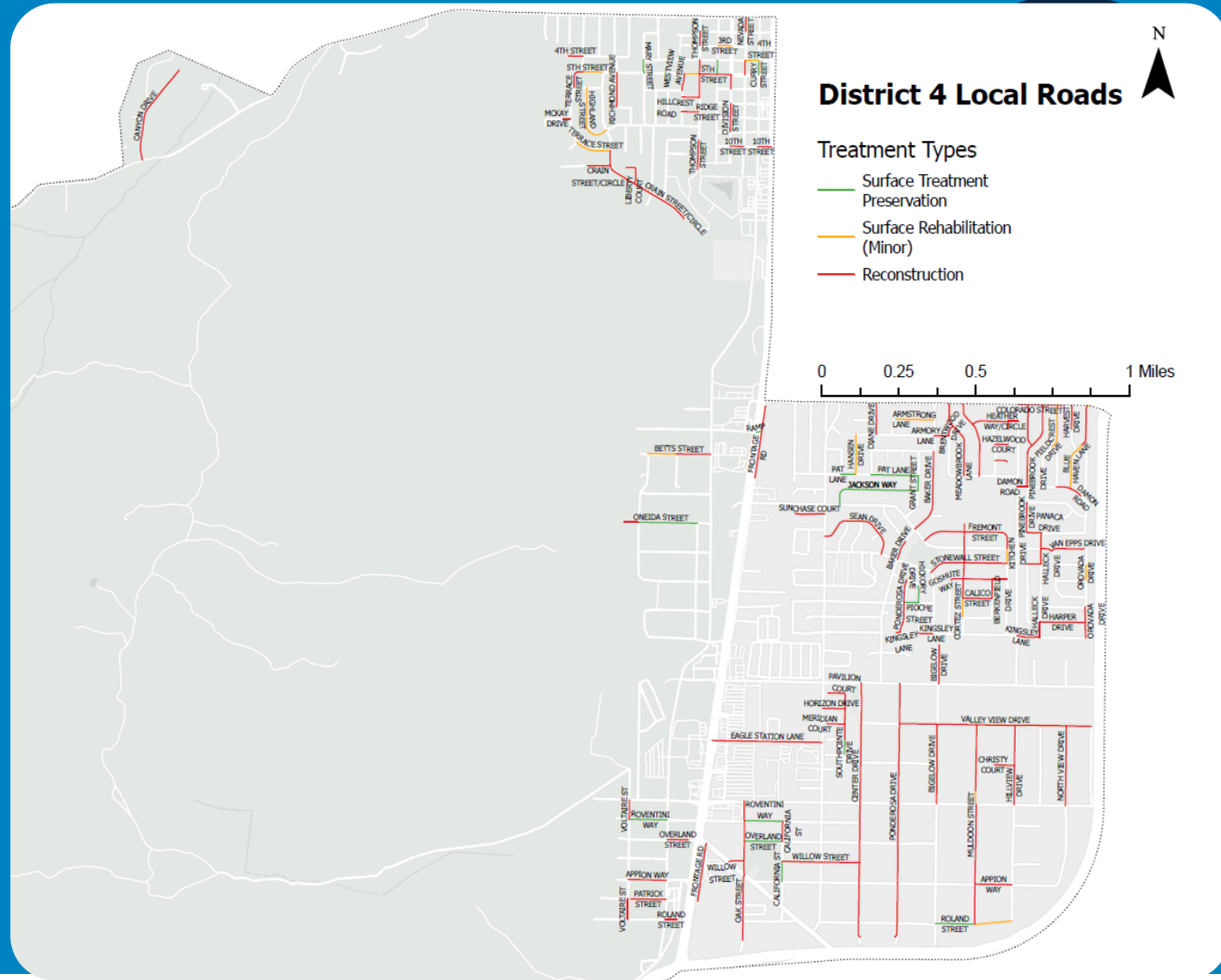
- Completed Process for both Regional Roads (Collectors and Arterials) and Local Roads
- Refer to Prioritization Procedures



- Graphic depicting the prioritization process

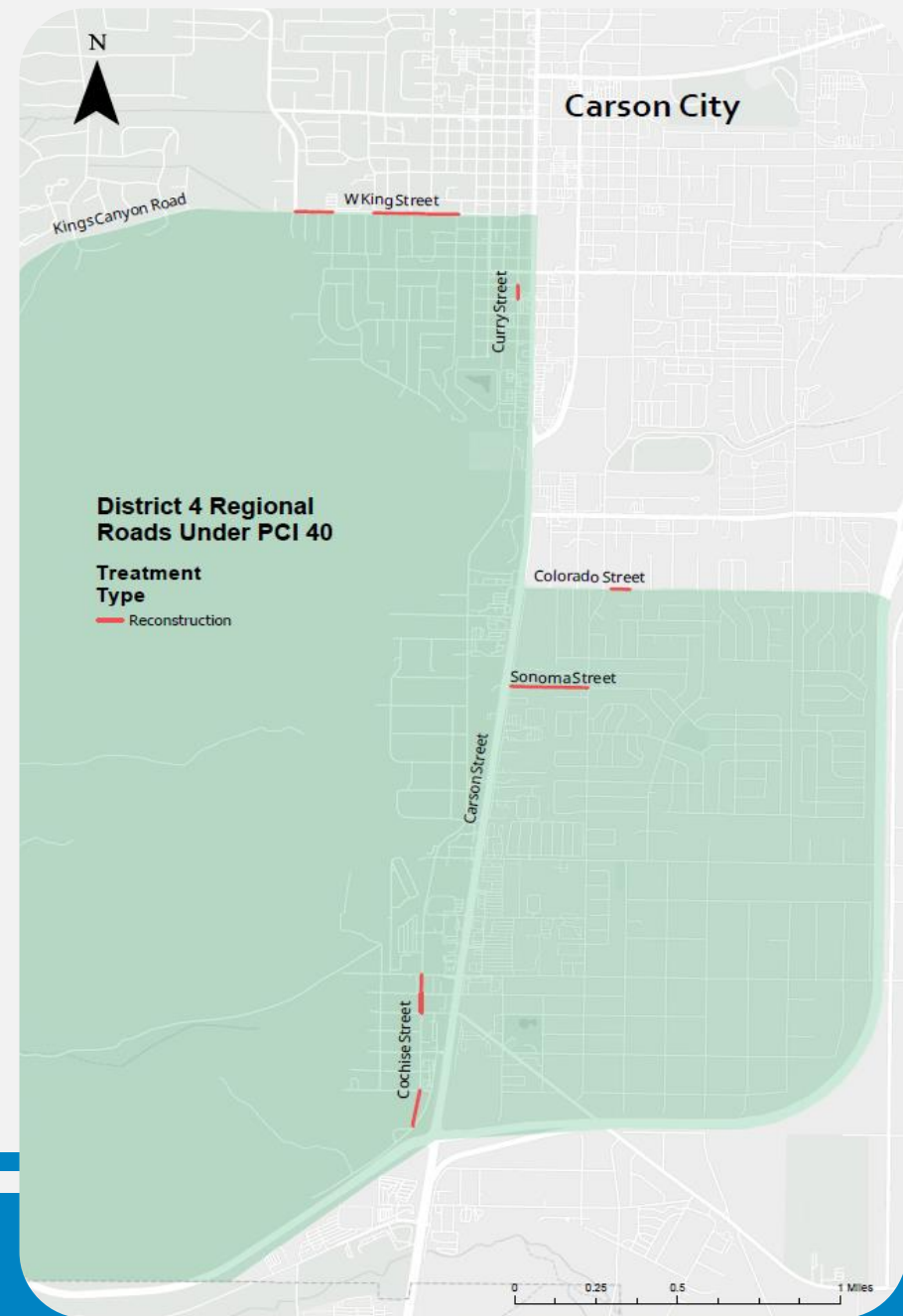
Prioritization Steps

- 1. Performance District
- 2. Data Collection on current PCI
- 3. Treatment Type – Surface Treatment; Mill & /Rehabilitation; Reconstruction
- 4. Work History
- 5. Future PCI and “At-Risk” and Worst Roads
- 6. Functional Classification – Split Regional and Local roads
- 7. Proximity and Length
- 8. Data Analysis and Scoring
- 9. Cost Analysis, Project Creation and Selection



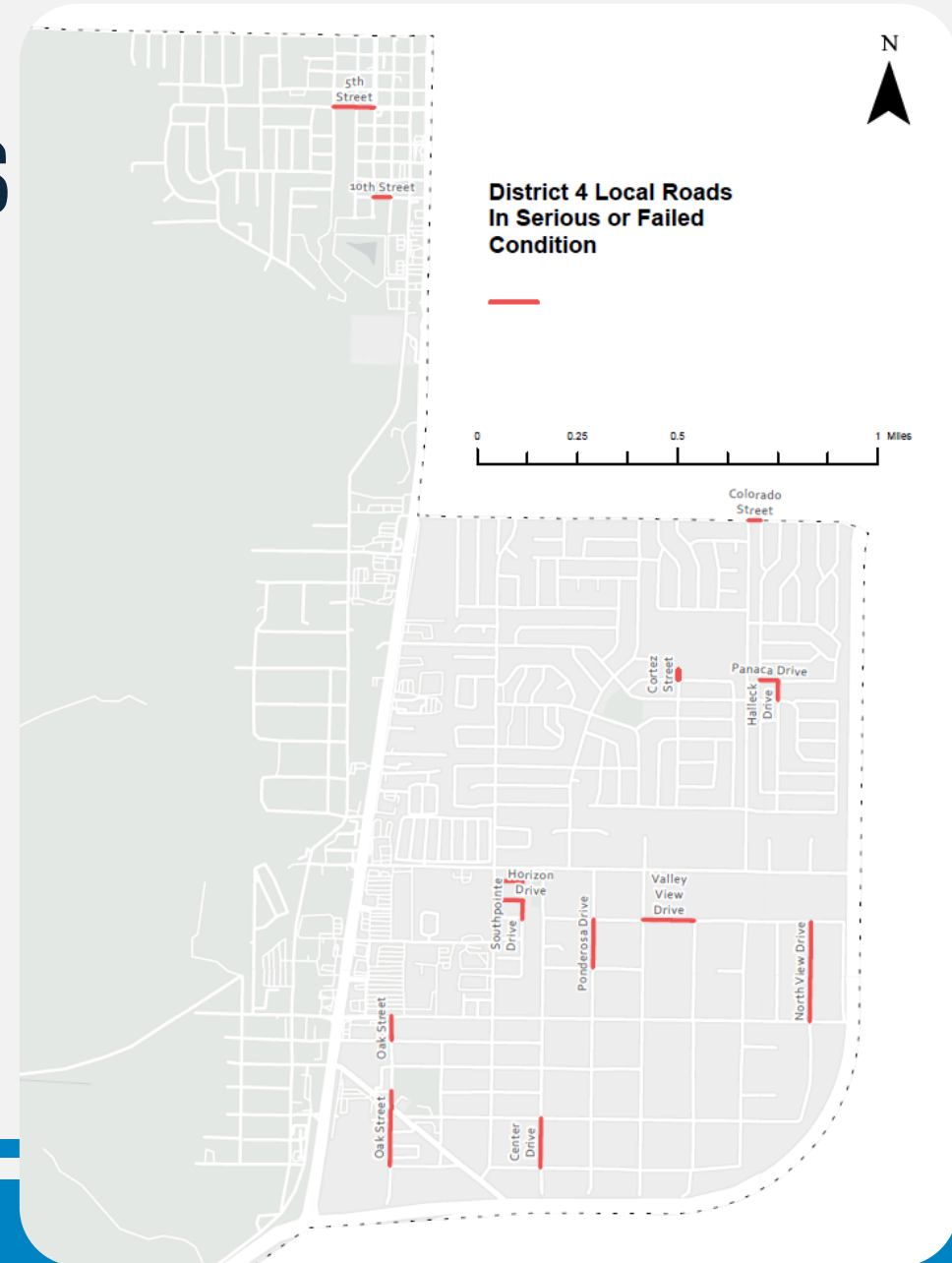
D4 Worst Regional Road Segments

Serious and Failed Regional Segments		
Primary Street	From	To
Cochise Street	W Overland St	W Clearview Dr
Cochise Street	W Roland St	Junction Dr
Sonoma Street	Frontage Rd	Silver Sage Dr
Colorado Street	Colorado St	Utah St
Curry Street	W 6th St	W 7th St
King Street	Canyon Park Ct	Thompson St



D4 Worst Local Road Segments

Serious and Failed Local Segments		
Primary Street	From	To
Pavilion Court	West End	Southpointe Dr
Southpointe	Meridian Drive	Horizon Drive
Valley View	Bigelow Drive	Muldoon Street
Cortez Street	Fremont Street	End
Center Drive	Appion Way	Roland Street
Halleck Drive	Panaca Drive	Sonoma Street
Ponderosa Drive	Alder Street	Valley View Drive
North View Drive	Valley View Dr	Clearview Dr
Horizon Drive	Silver Sage Dr	Southpointe Dr
5th Street	Thompson St	Division St
10th Street	S Division St	S Carson St
Oak Street	Clearview Dr	E Roland St
Panaca Drive	Pinebrook Dr	Halleck Dr



Steps 7-8: Regional Road Scored Segments

Primary Street	From	To	2025 PCI
Cochise Street	W Roland St	Junction Dr	24.6
Cochise Street	W Overland St	W Clearview Dr	20.8
Colorado Street	California St	Lewis Dr	76.0
Colorado Street	Colorado St	Utah St	36.9
Curry Street	W 8th St	W 9th St	49.6
Curry Street	W 6th St	W 7th St	37.0
King Street	Canyon Park Ct	Thompson St	37.9
S Carson Street	Appion Wy	S Stewart St	92.3
S Carson Street	S Stewart St	E 5th St	92.9
Sonoma Street	Frontage Rd	Silver Sage Dr	36.0



Prioritized Regional Road Segments

Rehabilitation/Reconstruction								
	Primary Street	From	To	Miles	2025 PCI	Treatment	Score	Rank
High Priority	Curry Street	W 8th St	W 9th St	236'	49.6	Rehabilitation	3.86	4
	King Street	Canyon Park Ct	Thompson St	3016'	37.9	Rehabilitation	5.53	5
	Curry Street	W 6th St	W 7th St	239'	37	Rehabilitation	3.52	6
Worst PCI	Cochise Street	W Overland St	W Clearview Dr	653'	20.8	Rehabilitation	2.59	9
	Cochise Street	W Roland St	Junction Dr	627'	24.6	Rehabilitation	0.36	10
	Sonoma Street	Frontage Rd	Silver Sage Dr	1255'	36	Rehabilitation	2.90	7
	Colorado Street	Colorado St	Utah St	314'	36.9	Rehabilitation	2.81	8
	Curry Street	W 6th St	W 7th St	239'	37	Rehabilitation	3.52	6
	King Street	Canyon Park Ct	Thompson St	3016'	37.9	Rehabilitation	3.53	5
Preservation/Surface Treatment								
	Primary Street	From	To	Miles	2025 PCI	Treatment	Score	Rank
	S Carson Street	Appion Wy	S Stewart St	9768'	92.3	Preservation	6.20	1
	S Carson Street	S Stewart St	E 5th St	3644'	92.9	Preservation	5.31	2
	Colorado Street	California St	Lewis Dr	108'	76	Preservation	4.15	3





Prioritized Regional Project Creation – Step 9

Project	Limits	Miles	Treatment	Cost	Rank
S Carson Street	5 th Street Appion Way	2.54	Surface Treatment	\$ 2,863,200	1,2
Colorado Street	Carson Street to Utah Street	0.25	Combination of surface treatment, patching, and reconstruction	\$ 1,760,334	3,8
Curry Street	6 th Street to 10 th Street	0.18	Mill and overlay and required ADA and safety improvements	\$ 1,054,900	4,6
King Street	Canyon Park Ct. to Thompson St.	0.57	Mill and overlay and surface treatment	\$ 1,108,900	5
Sonoma Street	Frontage Road to Silver Sage Street	0.24	Reconstruction with required ADA and sidewalk repair	\$ 1,041,500	7
Cochise Street	Roland Street to Clearview Drive	0.37	Reconstruction with required ADA	\$ 1,408,100	9,10



Steps 7-8: Local Road Scored Segments

- Following Step 5, A total of 63 segments of local roads were reviewed and prioritized.
- The full list of segments is included in Exhibit 3.





Prioritized Local Road Segments

Rehabilitation/Reconstruction								
	Primary Street	From	To	Miles	2025 PCI	Treatment	Score	Rank
High Priority	Division Street	W 9th St	W 5th St	0.18	38	Rehabilitation	7.13	1
	10th Street	S Division St	S Carson St	0.13	22	Rehabilitation	6.41	2
	5th Street	Thompson St	Division St	0.10	20.3	Rehabilitation	5.57	3
	5th Street	Terrace St	Crain St	0.08	38.8	Rehabilitation	5.26	5
	Richmond Avenue	W 5th St	DS@567S W 5th St	0.11	38.1	Rehabilitation	5.10	7
	Ponderosa Drive	Koontz Ln	E Roland St	0.75	31.4	Rehabilitation	4.88	9
	Eagle Station Lane	S Carson St	Silver Sage Dr	0.36	36.6	Rehabilitation	4.73	12
Worst PCI	Pavilion Court	West End	Southpointe Dr	0.06	11.3	Rehabilitation	3.40	30
	North View Drive	Valley View Dr	Clearview Dr	0.25	15.5	Rehabilitation	4.17	18
	Horizon Drive	Silver Sage Dr	Southpointe Dr	0.07	20.1	Rehabilitation	3.83	24
	5th Street	Thompson St	Division St	0.10	20.3	Rehabilitation	5.57	3
	10th Street	S Division St	S Carson St	0.13	22	Rehabilitation	6.41	2
	Oak Street	Clearview Dr	E Roland St	0.38	24	Rehabilitation	4.27	16
	Panaca Drive	Pinebrook Dr	Halleck Dr	0.05	24.4	Rehabilitation	3.14	35
Preservation/Surface Treatment								
	Primary Street	From	To	Miles	2025 PCI	Treatment	Score	Rank
	Jackson Way	Sonoma St	Grant St	0.29	69.3	Preservation	5.35	4
	Pat Lane	Nona Dr	Hansen Dr	0.25	69.5	Preservation	5.14	6
	Pioche Street	Ponderosa Dr	Hickory Dr	0.05	69.5	Preservation	4.93	8
	Roland Street	Bigelow Dr	Hillview Dr	0.25	47.4	Preservation	4.87	10
	Grant Street	Pat Ln	Jackson Wy	0.05	69	Preservation	4.80	11

Prioritized Local Project Creation – Step 9

Project	Miles	Treatment	Cost	Rank
10 th Street & Division Street	0.35	Mill and overlay and required ADA and selected missing sidewalk	\$ 1,351,800	1, 2
5 th Street	0.10	Reconstruction and required ADA	\$ 770,900	3
Jackson Way, Pat Lane, & Grant Street	0.80	Surface treatment and patching	\$ 684,900	4, 6, 11
5 th Street / Terrace Street	0.19	Mill and overlay and required curb, gutter, sidewalk and ADA	\$ 1,015,700	5
Richmond Avenue	0.11	Mill and overlay and required curb, gutter, sidewalk and ADA	\$ 651,600	7
Pioche Street, Hickory Drive, & Ponderosa Drive	0.54	Surface treatment and large-scale patching	\$ 749,300	8, 17, 55
Ponderosa Drive	0.24	Reconstruction - no ADA. Plans have been developed*	\$ 1,064,800	9
Roland Street	0.33	Surface treatment and patching	\$ 360,400	10
Eagle Station Lane	0.34	Mill and overlay and required ADA	\$ 1,579,100	12



Prioritized Local Projects Map – Step 9

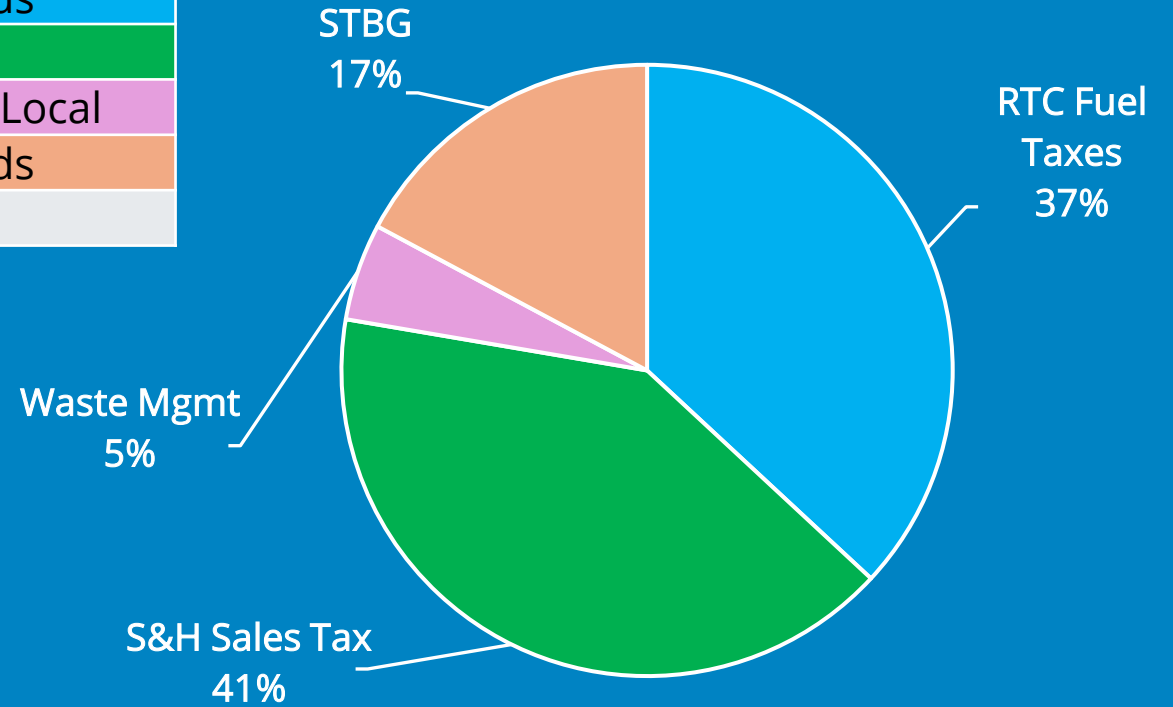


FY 2027 Transportation Project Budget



Available Funding Table		
Fund	Amount	Use
RTC Fuel Taxes	\$2,806,904	Regional Roads
Street & Highway (S&H)	\$3,100,000	Local Roads
Waste Mgmt Franchise Fee	\$390,000	Regional and Local
Federal STBG Funding	\$1,306,937	Regional Roads
TOTAL	\$7,603,841	

- RT Fuel taxes are programmed to Regional Roads
- S&H Funding must be spent on Local Roads per the plan of expenditures.
- Diesel tax and Waste Management Franchise fee can be for local or regional roads.
- Option to use \$380,000 in CDBG for 10th /Division Project

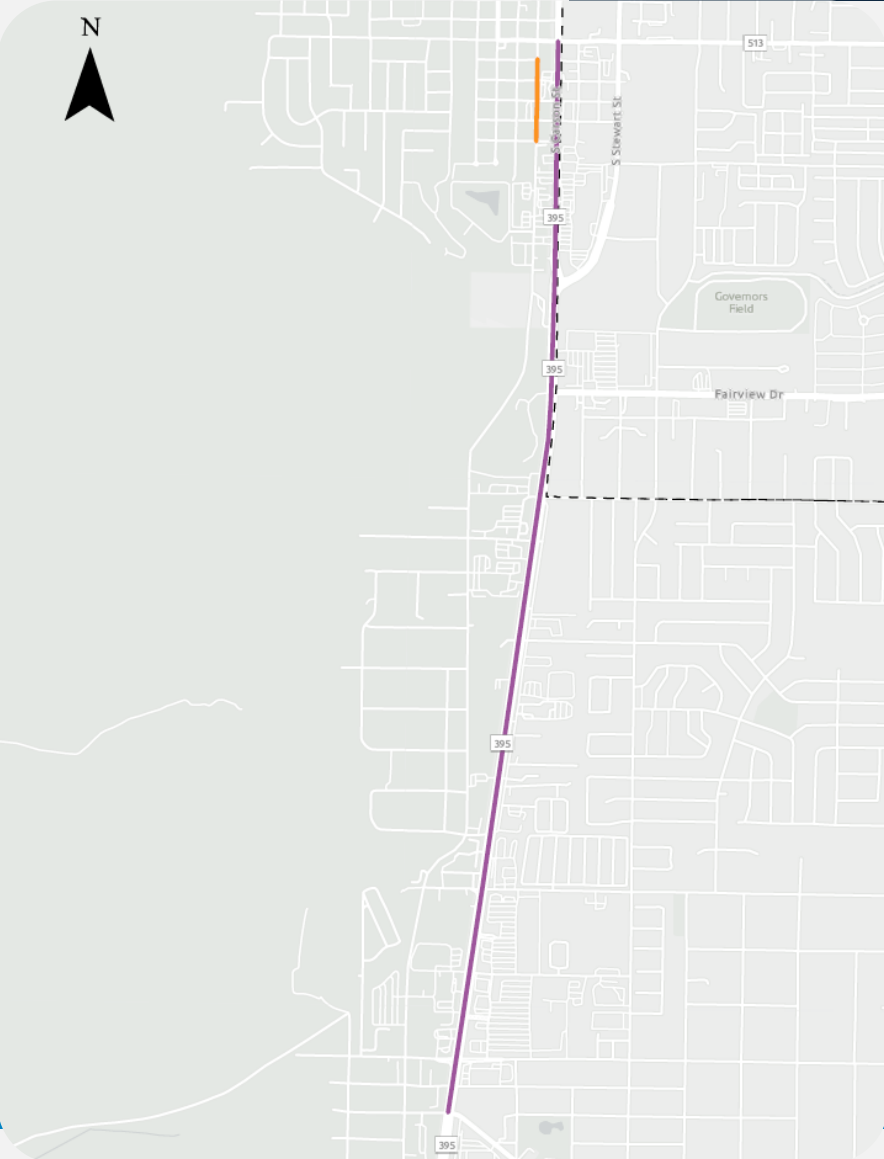


- Pie Chart of funding for FY 2027



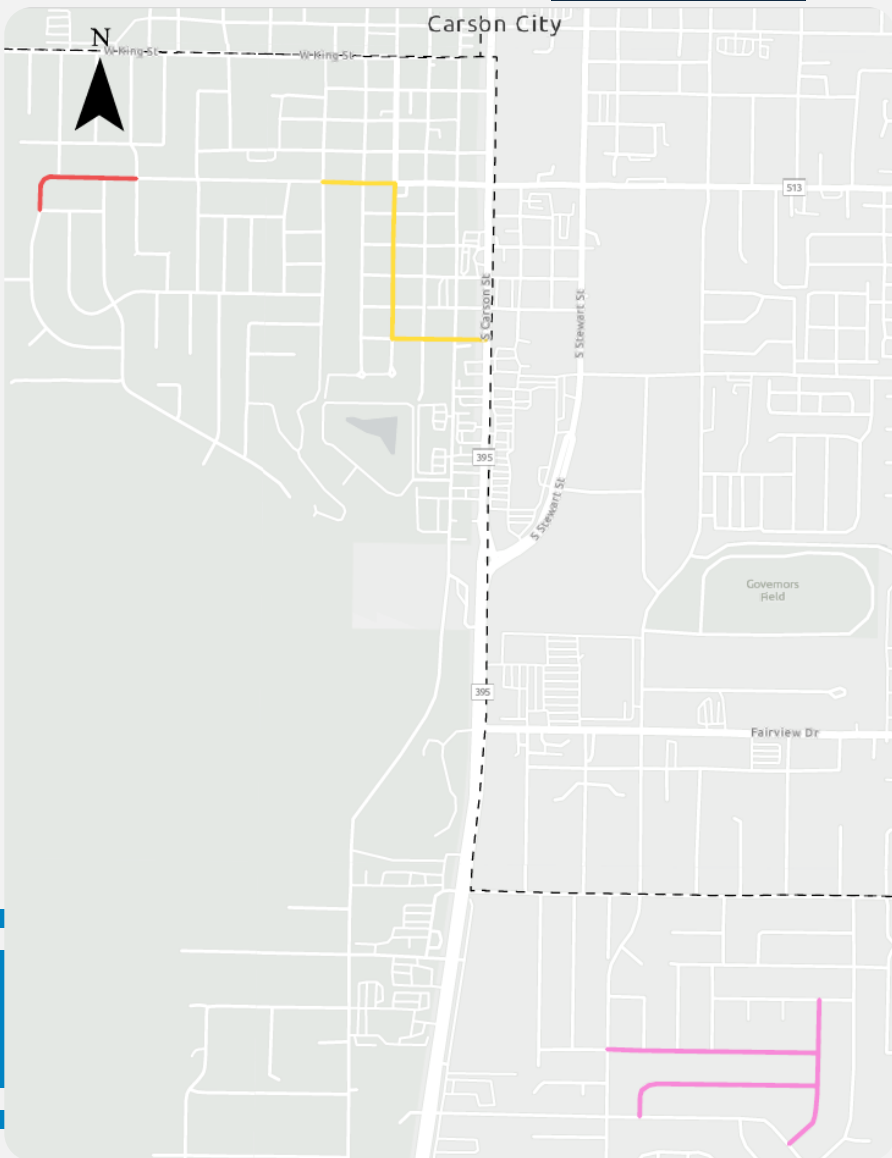


District 4: Regional Road Project Selection



Project	Miles	Treatment	Cost
S Carson Street	2.54	Preservation	\$ 2,863,200
Curry Street	0.18	Reconstruction	\$ 1,054,900
Total:			\$ 3,918,300

District 4: Local Road Project Selection



Project	Miles	Treatment	Cost
5 th Street, 10 th Street, & Division Street	0.45	Reconstruction	\$ 2,122,700
Jackson Way, Pat Lane, & Grant Street	0.80	Preservation	\$ 684,900
5 th Street / Terrace Street	0.19	Reconstruction	\$ 1,015,700
Total:			\$ 3,823,300

Budget Summary

- Available Budget = \$7,983,841

Project	Miles	Treatment	Cost
S Carson Street	2.54	Preservation	\$ 2,863,200
Curry Street	0.18	Reconstruction	\$ 1,054,900
Total:			\$ 3,918,300
Project	Miles	Treatment	Cost
5 th Street, 10 th Street & Division Street	0.45	Reconstruction	\$ 2,122,700
Jackson Way, Pat Lane, & Grant Street	0.80	Preservation	\$ 684,900
5 th Street / Terrace Street	0.19	Reconstruction	\$ 1,015,700
Total:			\$ 3,823,300



Next Steps

- Finalize the scope of work
 - Roadway and Utilities
- Set up project
 - Project request, identify schedule, and program design, construction, and inspection funding.
- Schedule
 - Begin design - Fall 2026
 - Construct preservation projects – Summer 2027
 - Construct rehabilitation projects – 2027 through 2029



Carson City Pavement Management Plan Project Prioritization Procedure

Carson City’s Pavement Management Plan (PMP) is a policy that provides a broad strategy and process by which street and roadway capital projects are identified and prioritized for funding. The PMP outlines a four-step prioritization process that includes data collection, pre-screening, analysis, and selection. The PMP also outlines the categories for selecting a pavement treatment type using the Pavement Condition Index (PCI). To implement the project prioritization process of the PMP, the following steps detail the procedure that staff use to identify and prioritize projects. For additional information and definition of terms, please refer to the current version of the PMP.

Identification and Selection Steps:

Data Collection

- 1) Performance District:
 - a. Staff select the Performance District per the Five-Year Capital Improvement Cycle in accordance with the PMP.
 - i. Ex. Performance District 3 is scheduled for Fiscal Year (FY) 2026.
- 2) Data Collection:
 - a. Complete a pavement evaluation and inspection.
 - i. Staff collect the selected Performance District PCI data from PAVER for all roads within the Performance District.
 - ii. Staff verify the PCI using various means including spot check field inspections, photos, and professional engineering judgement.
 - b. The PCI data is entered into the GIS system, which allows for the analysis and mapping of pavement conditions across the city.

Pre-Screening

- 3) Pavement Treatment Type:
 - a. Assess the pavement condition and evaluate possible pavement treatment types by road. Pavement condition is evaluated based on the PCI rating, which indicates the relative condition of the roadway. The City uses the following PCI ranges to categorize the relative condition of a roadway when selecting treatment types.
 - i. Surface Treatment Preservation – PCI of 65 or greater
 - ii. Surface Rehabilitation (Minor) – PCI between 51 and 65
 - iii. Surface Rehabilitation (Major) – PCI between 41 and 50
 - iv. Reconstruction – PCI less than or equal to 40
- 4) Work History:
 - a. Remove road segments with active pavement projects.
 - b. Complete an assessment of Work History. Work History is the identification of past work or past projects completed a road segments.
 - i. Remove all roads where pavement was constructed or reconstructed within the last 5-years.
- 5) Identify Ideal and At-Risk Roads:

As roads deteriorate over time, the cost for pavement treatment increases (i.e., the cost for rehabilitation is greater than the cost for preservation, and the cost for reconstruction is greater than the cost for rehabilitation). This step identifies the road segments that are, 1) ideal to receive a pavement treatment, or 2) are “At-Risk” and likely to deteriorate to a more costly pavement treatment before the next PMP 5-year cycle. Ideal roads are

those that with a surface preservation, the life of the road pavement will be extended for many years. At-Risk roads are roads that without a pavement treatment in the next couple of years they will deteriorate to a more costly pavement treatment. At-Risk example: a road with a PCI of 67 in 2025 is projected to be a PCI of 60 in 2027. This means that if surface preservation is not performed in 2025, it will no longer be eligible to receive surface preservation during the next cycle.

- a. Identify and/or map all Ideal and At-Risk roads using projections provided by PAVER for different pavement treatment types.

6) Functional Classification:

All roads in Carson City are classified as Local, Collector or Arterial. Staff split these three into two categories, Local and Regional (collector/arterial).

- a. Identify and separate Local Roads and Regional Roads to create two data sets.

7) Proximity and Length:

The City's roadway network is broken into hundreds of roadway segments for analysis in PAVER. These segments are generally about one block in length. It is impractical and expensive to design and construct projects consisting of only one isolated road segment. This step removes individual, isolated, and short road segments. These segments may be reincorporated as part of Step 9.

- a. Remove road segment(s) that are:
 - i. short (generally less than 1000 feet),
 - ii. Not located along the same street,
 - iii. Not located near or adjacent to another road segments by more than 2-3 City blocks.
- b. Consider grouping shorter segments in proximity to each other to create a larger project for prioritization.

8) Detailed Data Analysis:

The Data Analysis step consists of a detailed data driven process to assist in the prioritization of the various remaining roadway segments. This step is composed of three components based on functional classification as there is generally more data available for Regional Roads. Projects are ranked by functional classification and by pavement treatment type using a variety of data sources including the City's GIS database and assets, coordination with other divisions, and a review of available funding. The three components are:

- 8a - Common Factors for all roads
- 8b - Regional Roads
- 8c - Local Roads

- a. Review and prioritize the road segments using the factors listed.

8a) Common Factors:

- Safety – Complete an assessment of the number of crashes, by severity, along a given segment of road. Prioritize project segments with higher number and more severe crashes and highest for a fatality.
- Transit services – Prioritize segments located on a transit route to reduce maintenance costs and ensure an efficient service. Number of bus stops and routes served.
- Land-Use and Community Need – Review the surrounding zoning and land-use as well as community destinations, economic activity, and government facilities.

Prioritize segments near higher density development types, or those that provide access to community destinations (grocery stores, parks and recreation sites, schools, medical facilities, activity centers, cultural destinations, etc.) and government facilities (police, fire, health, general services, etc.) to promote equity and ensure transportation accessibility.

- Utility Coordination “Dig Once” – Prioritize segments that include needed utility infrastructure improvements in addition to pavement treatments.
- Available funding sources – Consider availability of other funding the project has received or is eligible to receive along with the complexity of using those funds. Prioritize projects that have established funding or can easily receive funding from multiple sources.
 - i. Local funds
 - ii. Federal funds (CDBG, STBG, FTA, HSIP, Earmarks)
 - iii. Utility funds (Water, sewer, stormwater)
 - iv. Development contribution (Pro-rata)
 - v. Misc. commitments
- Right-of-way considerations – Consider the existing right-of-way ownership status and any potential need. Prioritize projects with established right-of-way or small/simple acquisition. Based on the number and size of potential impact.
- Misc. Input – Consider input received from other City departments or state agencies included existing and identified needs and pending projects that be incorporated. Prioritize Segments that can address multiple needs or issues.

8b) Regional Road Specific Factors:

- Traffic Volumes / Traffic Operations – Review the road’s use and operational characteristics including volumes, travel time and overall operations. Prioritize segments with higher volumes of higher functional classification as well as those with poorer traffic operations.
- Multimodal Accessibility and Regional Planning – Complete a review of regional planning studies and other complete streets elements that identify and promote enhanced access for alternative modes of transportation and that provide new opportunities to connect multiple modes of transportation. Prioritize segments with existing or planned elements and those that provide increased accessibility to the transportation network for all users.

8c) Local Road Specific Factors:

- PCI – Prioritize the segments with the worst 10% of PCI by Performance District.
- Connectivity – Review the road segment connectivity in an area including connections to collectors and arterials. Prioritize roads that are through streets or serve as key neighborhood connections with intersections to multiple other roads in the area.
- ADA Accessibility – Review existing ADA infrastructure and existing barriers consistent with the approved ADA transition Plan. Prioritize projects where ADA accessibility is good (or not existing) or projects where ADA barriers can be eliminated with required curb, gutter, and sidewalk replacements.
- Regional planning and studies – Prioritize projects where the project or a component of the project is identified as part of a regional planning document.

- b. Develop a list of prioritized segments.

9) Project Creation and Selection:

Upon identification of a list of prioritized segments, the final step is to group the segments into logical projects, develop cost estimates, and apply the available funding. This is an iterative process and may include re-visiting steps above to ensure all available funding is distributed.

- a. Grouping of Projects– Combine prioritized segments with other nearby segments, including those segments previously removed to create defined projects. Review and consider combining Local and Regional Road projects.
- b. Constructability - To capitalize on opportunities for construction cost savings, large projects of similar pavement treatment that occur within a consolidated geographic area (portion of a Performance District) are likely to be recommended over smaller dispersed projects across the City. This approach reduces mobilization costs and capitalizes on economies of scale.
- c. Cost of implementation– Develop cost estimates for the projects considering the costs for pavement as well as any required upgrades for ADA facilities, replacement of curb, gutter, sidewalk, and utility replacements/upgrades.
- d. Apply funding to projects and adjust project combinations or limits as required to ensure the maximum amount of funding can be spent.

Scoring Summary for Step 8:

The scoring system for the parameters listed in Step 8, including 8a, 8b, and 8c, are listed below. All parameters are weighted equally. In general, the score for a particular segment of road is determined using the percentage of that segment compared to the maximum of all other segments being analyzed. For example, if analyzing three projects for safety, where project one has 2 crashes, project two has 3 crashes, and project three has 0 crashes; the score for Project one would be 0.67, the score for project two would be 1.0, and the score for project three would be 0.

- Safety (Crashes): Min = 0.0, Max = 1.0
- Safety (Fatalities): Min = 0.0, Max = 2.0.
 - 0.0 = no fatalities, 1.0 = single fatality, or 2.0 = multiple fatalities
- Transit: Min = 0.0, Max = 1.0
- Land Use and Community: Min = 0.0, Max = 1.0
- Utilities: Min = 0.0, Max = 2.0.
 - One point is assigned for water utilities and one point for sewer utilities. Low Priority = 0.0, Medium Priority = 0.5, and High Priority = 1.0.
- Funding opportunities: Min = 0.0, Max = 1.0
- Right of way: Min = 0.0, Max = 1.0
- Misc Input: Min = 0.0, Max = 1.0
- Traffic Volumes: Min = 0.0, Max = 1.0
- Multimodal Access and Regional Planning: Min = 0.0, Max = 1.0
- PCI: Used for reconstruction projects only. Min = 0.0, Max = 1.0
- Connectivity: Min = 0.0, Max = 1.0
- ADA Accessibility: Min = 0.0, Max = 1.0

Expenditure allocation assumptions used for project prioritization:

1. Regional Roads:

- Gas Tax / Diesel Tax is applied to Regional Roads unless specifically budgeted otherwise.
 - A minimum of 80% of available funding shall go toward regional projects through the Performance District process. Remaining funding may be used for grant match and misc. city-wide improvements (safety projects).
 - Keep the good roads good with a target ratio of about 50% to preservation and 50% to rehabilitation/reconstruction.
 - Funding for Regional Roads is not to be used for the repair (crack sealing, patching of potholes), or restriping of regional roads unless part of a larger project.
2. Local Roads:
- Use available funding for local road improvements. Small annual set-aside.
 - Focus on preservation of local roads to keep the good roads good. If new/additional funding is identified, target a ratio of 20% of funding to preservation, and 80% of funding to rehabilitation/reconstruction due to the poor overall condition of local roads.

5B_RTC_Exhibit 3 - Prioritized Local Road Segments

LOCAL ROADS

Primary Street	From	To	PCI	Score
10th Street	S Division St	S Carson St	22	6.41
5th Street	Thompson St	Division St	20.3	5.57
5th Street	Terrace St	Crain St	38.8	5.26
Appion Way	Muldoon St	Hillview Dr	36.6	3.67
Armstrong Lane	Donna Dr	Baker Dr	47	2.44
Baker Drive	Sonoma St	Rolando Wy	31.3	2.96
Betts Street	Boyle St	S Curry St	32.4	3.02
Bigelow Drive	Clearview Dr	Valley View Dr	39.9	3.83
Blue Haven Lane	Damon Rd	Colorada St	37.3	2.73
Canyon Drive	Kings Canyon Rd	NE End	33.2	2.67
Center Drive	Koontz Ln	E Roland St	27.9	4.57
Colorado Street	S Saliman Rd	Blue Haven Ln	36.64	3.04
Cortez Street	Philippi St	North End	31.5	3.20
Crain Street	Terrace St	SE End	34.6	3.65
Damon Road	Sycamore Glen Dr	Blossom View Ln	37.1	3.00
Damon Road	S Saliman Rd	Pinebrook Dr	38.4	3.36
Division Street	W 9th St	W 5th St	38	7.13
Eagle Station Lane	S Carson St	Silver Sage Dr	36.6	4.73
Eastwood Drive	Colorado St	Pinebrook Dr	35.1	2.73
Fremont Street	Sonoma St	Kitchen Dr	34.8	2.78
Goshute Way	Cortez St	Kitchen Dr	31.7	2.80
Grant Street	Pat Ln	Jackson Wy	69	4.80
Halleck Drive	Oreana Dr	Panaca Dr	28	2.86
Halleck Drive	Harper Dr	Kingsley Ln	35.1	2.80
Hansen Drive	Armory Ln	Pat Ln	48	2.38
Harper Drive	Halleck Dr	Orovada Dr	35.6	2.11
Heather Way	Woodcrest Ln	S Saliman Rd	29.6	2.99
Hickory Drive	DS@229E Ponderosa Dr	Pioche St	69.3	4.20
Highland Street	Patton St	Crain St	47.4	4.07
Hillview Drive	Clearview Dr	Valley View Dr	35.5	4.58
Horizon Drive	Silver Sage Dr	Southpointe Dr	20.1	3.83
Jackson Way	Sonoma St	Grant St	69.3	5.35
Kingsley Lane	S Saliman Rd	Halleck Dr	37.1	3.13
Kitchen Drive	Stonewall St	Fremont St	37.65	3.56
Meadowbrook Lane	Shady Oak Dr	Colorada St	31.5	3.47
Meridian Court	West End	Southpointe Dr	30.7	2.38
Muldoon Street	Valley View Dr	E Roland St	38.3	3.37
North View Drive	Valley View Dr	Clearview Dr	15.5	4.17
Oak Street	Clearview Dr	E Roland St	24	4.27
Oreana Drive	Oreana Dr Bend	Halleck Dr	40	2.36
Orovada Drive	Kingsley Ln	Harper Dr	32.4	1.91
Overland Street	California St	Oak St	74.8	4.32
Panaca Drive	Pinebrook Dr	Halleck Dr	24.4	3.14
Pat Lane	Nona Dr	Hansen Dr	69.5	5.14
Pavilion Court	West End	Southpointe Dr	11.3	3.40
Pinebrook Drive	Panaca Dr	Maple Creek Ln	31.6	2.81
Pinebrook Drive	Damon Rd	Colorado St	34.9	3.01
Pioche Street	Ponderosa Dr	Hickory Dr	69.5	4.93
Ponderosa Drive	Koontz Ln	E Roland St	31.4	4.88
Ponderosa Drive	Kingsley Ln	Hickory Dr	33.5	2.63
Richmond Avenue	W 5th St	DS@567S W 5th St	38.1	5.10
Roland Street	Bigelow Dr	Hillview Dr	47.4	4.87
Roventini Way	Oak St	California St	76.7	3.87
Sean Drive	Silver Sage Dr	Stafford Wy	35.5	2.46
Sonoma Street	Halleck Dr	Van Epps Dr	32.1	3.38
Southpointe Drive	Southwest Ct	Pavilion Ct	34.1	2.59
Stonewall Street	Stafford Wy	Kitchen Dr	36.2	2.75
Terrace Street	Crain St	W 5th St	39.2	3.64
Thompson Street	Hillcrest Rd	W 4th St	37	4.06
Valley View Drive	Ponderosa Dr	Line Dr	29.4	4.03
Van Epps Drive	Sonoma St	Orovada Dr	38	2.88
Willow Street	California St	Center Dr	32.2	2.87
Woodcrest Lane	Shady Oak Dr	Colorada St	34.5	3.05



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** May 13, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding (1) a determination that Nevada Barricade & Sign Company, Inc. (“NBSCO”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 26300304 ("Contract") for the Jump Around Carson (“JAC”) Signs and Lighting Project (“Project”) to NBSCO for a total amount of \$333,950; and (2) authorization for the Public Works Director to approve a 5 percent contingency amount of \$16,698, if necessary, for a total not-to-exceed amount of \$350,648. (Casey Sylvester, Transportation/Traffic Engineer)

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

Proposed Motion

I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 5 percent contingency if needed.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The Project consists of replacing all bus stop signs and installing bus stop lighting at selected bus stops. About 40 bus stops will receive lighting, which will be solar and battery powered. The stops selected for the lights were selected based on ridership, proximity to existing light sources, and the stop's ruralness. The project also includes the placement of a pad, bench, and cover along for a stop in the Stewart Community of the Washoe Tribe of Nevada and California.

The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not-to-exceed amount of \$350,648, which comprises the base bid amount of \$333,950, plus a 5% contingency of \$16,698. The engineer’s estimate was \$344,000.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on March 12, 2026. No bids were received during the original bid period, which ended on April 9, 2026. The bid was readvertised on April 13, 2026, with a slight modification to the specifications. Bids closed on Friday, April 24, 2026. One bid was received. Carol

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

THIS CONTRACT made and entered into this 13th day of May 2026, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “CITY”, and Nevada Barricade and Sign Co., Inc., hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

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

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

WHEREAS, **CONTRACTOR’S** compensation under this agreement (does 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. 26300304**, titled **Jump Around Carson (JAC) Signs & Lighting Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 26300304 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://www.carsoncity.gov/bids>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Jonathan Dethmers, Regional Manager, Vice President
Nevada Barricade and Sign Co., Inc.
9530 N. Virginia Street
Reno, NV 89506
775-331-5100
Jonathan.dethmers@nbsco.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Thirty Three Thousand and Nine Hundred Fifty Dollars and 00/100 (\$333,950.00).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

Page: **C - 6**

(Construction Independent Contractor Agreement)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

25. LOBBYING:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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

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# 26300304
Project# P302625001
Account # 2253026-507712

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting 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: Jonathan Dethmers

TITLE: Regional Manager/Vice President

FIRM: Nevada Barricade and Sign, Co., Inc.

CARSON CITY BUSINESS LICENSE #: BL-004996

NEVADA CONTRACTORS LICENSE #: 0052315

Address: 9530 N. Virginia Street

City: Reno **State:** NV **Zip Code:** 89506

Telephone: 775-331-5100

E-mail Address: Jonathan.dethmers@nbsco.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 26300304

Title: Jump Around Carson (JAC) Signs & Lighting Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of May 15,2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300304** and titled **Jump Around Carson (JAC) Signs & Lighting Project**. Further, the Regional Transportation Commission authorizes the Chairperson to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of May 2026

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of May 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# 26300304** and titled **Jump Around Carson (JAC) Signs & Lighting Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 26300304** and titled **Jump Around Carson (JAC) Signs & Lighting Project**

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

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

as Principal, hereinafter called

CONTRACTOR, and

_____ 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# 26300304** and titled **Jump Around Carson (JAC) Signs & Lighting 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.

CITY OF CARSON CITY, NEVADA BID BOND

Due from Bidder/Prime Contractor with bid submission.

We the undersigned, Nevada Barricade & Sign Co., Inc, as "Principal", and Fidelity and Deposit Company of Maryland, as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of Ten Percent of the Total Amount Bid dollars (\$ 33,608.50) 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 RN-15244-26 PWP No CC-2026-287 for Project Title JAC Signing and Lighting Projec.

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.

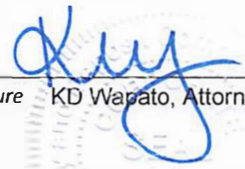
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and Dated: 04/17/2026

Nevada Barricade & Sign Co., Inc
Principal


Signature Jonathan DeHmers

Fidelity and Deposit Company of Maryland
Surety


Signature KD Wapato, Attorney-in-Fact

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made this 1st day of January, 1988, between the undersigned, the Seller, and the undersigned, the Buyer, for the purpose of selling and purchasing the property described in the following description:

The Seller, for and in consideration of the sum of \$100,000.00 (one hundred thousand dollars) to the Buyer, do hereby sell, convey and warrant to the Buyer, the property described in the following description:

Lot 1, Block 1, Subdivision 1, of the property described in the following description: [Illegible description]

The Buyer, for and in consideration of the sum of \$100,000.00 (one hundred thousand dollars) to the Seller, do hereby purchase, acquire and accept the property described in the following description:

Lot 1, Block 1, Subdivision 1, of the property described in the following description: [Illegible description]

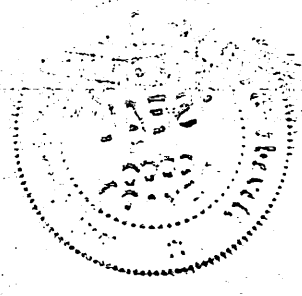
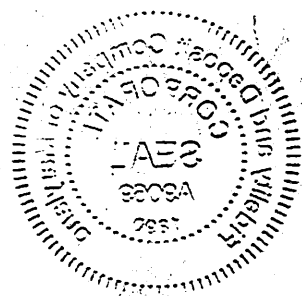
The Seller, for and in consideration of the sum of \$100,000.00 (one hundred thousand dollars) to the Buyer, do hereby sell, convey and warrant to the Buyer, the property described in the following description:

Lot 1, Block 1, Subdivision 1, of the property described in the following description: [Illegible description]

The Buyer, for and in consideration of the sum of \$100,000.00 (one hundred thousand dollars) to the Seller, do hereby purchase, acquire and accept the property described in the following description:

Lot 1, Block 1, Subdivision 1, of the property described in the following description: [Illegible description]

The Seller, for and in consideration of the sum of \$100,000.00 (one hundred thousand dollars) to the Buyer, do hereby sell, convey and warrant to the Buyer, the property described in the following description:



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B ALEMAN, Ethan SPECTOR, Jaren A. MARX, Janina MONROE, Sandra CORONA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Sarah CAMPBELL, Rachel A. MULLEN, Chase A. SEYFORTH, Alysha M. MENDOZA, MB NEELY, Timothy NOONAN of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of April, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclains@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



26300304 - Extended Addendum 2

Nevada Barricade & Sign Co, Inc.

Supplier Response

Event Information

Number: 26300304 - Extended Addendum 2
 Title: Jump Around Carson (JAC) Signs & Lighting Project
 Type: Invitation for Bid
 Issue Date: 4/13/2026
 Deadline: 4/24/2026 02:00 PM (PT)
 Notes: **PROJECT** | P302625001 Jump Around Carson (JAC) Signs & Lighting Project

PWP No. | [CC-2026-287](#)

ENGINEER'S ESTIMATE | \$ 344,000

SUMMARY | The project limits are extended across the city and will replace bus stop sign panels at all currently used bus stops across the City. This project will also replace posts and foundations as necessary, add lighting on select sign poles, and place a new Bus Stop on Center Drive.

FUNDING | This project is federally funded through FTA.

BABAA | This project is subject to BABAA requirements.

TYPE | This project is deemed a horizontal construction project.

PRE-BID MEETING | This project will not conduct a pre-bid meeting.

DBE | This project does not have a DBE goal, however, the City, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it shall affirmatively ensure that in regard to any contract entered into, certified DBE/SBE firms shall be afforded full opportunity

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

OJT | This project has no On-the-Job Training (OJT) goal.

QUESTIONS | Questions may only be submitted via NGEM. Questions are to be submit, and will be responded to, via the Questions tab.

Contact Information

Contact: Carol Akers, Purchasing & Contracts Administrator
Address: Suite 2
City Hall - Executive Office
201 North Carson Street, Suite 2
Carson City, NV 89701
Phone: 1 (775) 283-7362
Fax: 1 (775) 887-2286
Email: cakers@carsoncity.gov

Nevada Barricade & Sign Co, Inc. Information

Contact: Joshua Dethmers
 Address: PO Box 20459
 Reno, NV 89515
 Phone: (775) 331-5100
 Fax: (775) 331-5103
 Email: Joshua.Dethmers@nbsco.com
 Web Address: www.nbsco.com

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

Joshua Dethmers

Signature

Submitted at 4/24/2026 10:39:35 AM (PT)

joshua.dethmers@nbsco.com

Email

Requested Attachments

(CC-001) Vendor Information & UEI

Required with bid submission.

(CC-001) Vendor Information & UEI -signed.pdf

(CC-002) Bidder 1% Subcontractor info

Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to cakers@carson.org

(CC-002) Bidder 1% Subcontractors - signed.pdf

(CC-003) Bidder 5% Subcontractor Info

Required with bid submission.

(CC-003) Bidder 5% Subcontractors - Signed.pdf

(CC-005) Bid Bond

Required with bid submission.

Bid Bond - Carson City JAC Signing and Lighting.pdf

(CC-006) Statement of Non-Collusion

Required with bid submission.

(CC-006) Statement of Non-Collusion-signed.pdf

(CC-007) Conflict of Interest Disclosure

Required with bid submission.

(CC-007) Conflict of Interest Disclosure-signed.pdf

(CC-008) Disclosure of Interests

Required with bid submission.

(CC-008) Disclosure of Interests-signed.pdf

(CC-009) List of Subcontractors Subconsultants & Suppliers Bidding

Required with bid submission.

(CC-009) List of Subcontractors Subconsultants & Suppliers Bidding.pdf

(CC-010) Certification of Authorization & Understanding

Required with bid submission.

(CC-010) Certification of Authorization & Understanding-signed.pdf

(CC-011) Certified Payroll Information

Required with bid submission.

(CC-012) NBSCO Completed Wage Comparison Worksheet.xlsx

(CC-012) Wage Comparison Worksheet

(CC-012) NBSCO Completed Wage Comparison Worksheet.xlsx **Exhibit A**

Required with bid submission.

(CC-013) BABAA Certification

(CC-013) BABAA Certification-signed.pdf

Required with bid submission.

(CC-014) Buy America Certification

(CC-014) Buy America Certification-signed.pdf

Required with bid submission.

(CC-015) Lobbying Disclosure Form (SF-LLL)

(CC-015) Lobbying Disclosure (SF-LLL).pdf

Required with bid submission.

(CC-017) Lobbying Certification 31 USC 1352 (FTA)

(CC-017) Lobbying Certification 31 USC 1352 (FTA)-signed.pdf

Required with bid submission.

(CC-019) Certification & Clauses Regarding Debarment & Suspension

(CC-019) Certification & Clauses Regarding Debarment & Suspension (FTA)-signed.pdf

Required with bid submission.

(CC-049) Certification of Notice to Workers & Subcontractors

(CC-049) Certification of Notice to Workers & Subcontractors-signed.pdf

Required with bid submission.

References

References.pdf

Required with bid submission.

Response Attachments

NBSCO Cert of Eligibility 2025-2026.pdf

NBSCO Certificate of Eligibility

Bid Attributes

1	<p>Substitutions & Revisions</p> <p>Bidder acknowledges that <u>no substitutions or revisions</u> to the Bid Advertisement attachments will be accepted. Carson City will reject bids with any substitutions, revisions, or other alterations to the included attachments.</p> <p><input checked="" type="checkbox"/> Acknowledge</p>
2	<p>Addendum/Addenda</p> <p>Bidder acknowledges receipt of ___ addendum/addenda for this Bid Advertisement. <i>(Enter 0 if there are no addenda.)</i></p> <p style="border: 1px solid black; display: inline-block; width: 60px; text-align: center;">1</p>

3 License Requirements

Bidder affirms that it is licensed* by the State of Nevada to do the type and value of work contemplated in this Bid Advertisement. Bidder affirms that it possesses a valid and applicable contractor's license issued by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid.

Bidder affirms that subcontractor bids used to prepare its bid have been obtained from subcontractors who are properly licensed* to perform their portion of the work by the Nevada State Contractors Board under the provisions of NRS 624 at the time of submitting its bid.

Bidder acknowledges that any subcontractor named by the bidder who is not properly licensed* to perform their portion of the work will not be permitted to commence or continue work on the project. Upon such discovery, the Bidder must provide an acceptable subcontractor within 48 hours before work on the project commenced or continued.

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

Acknowledge

4 Postings & Notices

Bidder acknowledges and agrees to comply with the requirements provided in reference document *(REF-007) Required Postings & Notices*.

Acknowledge

5 Vendor Information & UEI

Bidder acknowledges the requirement to complete the form, *(CC-001) Vendor Information & UEI*.

For federally assisted contracts, Bidder must include a valid UEI number and include a copy of the SAM.gov UEI printout with form *CC-001*.

Acknowledge

6 References

Exhibit A

Bidder acknowledges the requirement to provide a reference letter, on company letterhead, that includes at least three (3) contracts of a similar nature performed by the Bidder in the previous three (3) years with the following information:

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

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

Acknowledge

7 Apprenticeship Utilization Act Requirements

Bidder affirms they, and all subcontractors, will comply with the requirements of the NRS 338.01165, the Apprenticeship Utilization Act (AUA) and reference document *(REF-006) Senate Bill 82 Regulations*, unless a modification, waiver, or exemption applies.

Acknowledge

8 Prevailing Wage & Davis-Bacon

Bidder acknowledges they have read and understand the state and/or federal prevailing wages applicable to this project. Where both state and federal rates apply, Bidder will provide a completed Wage Comparison, made available on the "Attachments" tab as *(CC-012) Wage Comparison Worksheet*.

Prevailing Wage Rates - Northern Nevada Rural Region: State Prevailing Wages apply to Bid Advertisements that are expected to exceed \$100,000 in total project cost and are made available on the "Attachments" tab as reference document *(REF-008) Nevada Prevailing Wage Rates*. Prevailing Wages are validated two (2) days prior to Bid Opening. Updates to Prevailing Wages will be provided via the issuance of an addendum.

Davis-Bacon Wage Determinations: Federal Prevailing Wages apply to Bid Advertisements where federal funding exceeds \$2,000 and are made available on the "Attachments" tab as reference document *(REF-009) Davis-Bacon Wages*. Davis-Bacon wages are validated fourteen (14) calendar days prior to Bid Opening. Updates to Davis-Bacon Wages will be provided via the issuance of an addendum.

Acknowledge

9 Monthly Report of Payments to Subcontractors & Subconsultants

Contract documents require each Bidder/Prime Contractor to submit a monthly report of payments made to its subcontractors on form *(CC-045) Monthly Report of Payments to Subcontractors & Subconsultants* and completing Part A of form *(CC-046) Subcontractor Payment Certification* before providing *CC-046* to each subcontractor or subconsultant. Both forms are available in VPM.

Acknowledge

1
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BABAA Self-Certification

Exhibit A

Bidders acknowledge that this Bid Advertisement is subject to BABAA and have completed the certification made available on the "Attachments" tab as *(CC-013) BABAA Certification*, and that no federal funding assistance for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

Bidders for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABAA domestic preference requirement. Such disclosures shall be forwarded to the City who, in turn, will forward the disclosures to the federal awarding agency.

Acknowledge

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BABAA Requirements

Bidder acknowledges they, and all subcontractors, will comply with the requirements of BABAA and reference document *(REF-013) OMB Memo M-24-02*, and will include *REF-013* with any subcontract pertaining to this project.

The Build America, Buy America Act (BABAA) expands the requirements of the Buy America Act to include permanently incorporated construction materials on federal-aid projects.

A "construction material" as defined under BABAA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following: non-ferrous metals; plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables; glass (including optic glass); lumber; or drywall.

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

Bidder, and all subcontractors, agree to complete and submit via VPM a *(CC-040) Certification of Materials Origin* to certify construction materials comply with Buy America and BABAA requirements as specified above. Certifications must be submitted prior to installation of the material or product. Unless a *CC-040* form has been provided, the materials will be considered of foreign origin.

Acknowledge

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Certified Payroll Contract Provisions

Bidder, and all subcontractors, agree to comply with, and include in any contract pertaining to this project, the provisions of *(REF-012) Contract Provisions (Supplement to Weekly Certified Payrolls)*.

Acknowledge

1
3

USDOT Required Contract Provisions

Bidder, and all subcontractors, agree to comply with, and include in any contract pertaining to this project, the provisions of *(REF-014) Contract Provisions (DOT 1050.2A Appendices A&E)* related to Title VI of the Civil Rights Act of 1964.

Acknowledge

1
4

DBE Goal

Bidder acknowledges the established DBE goal of ___% for this project. *(Enter 0 if there is no set DBE goal.)*

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

1
5

Subcontractor Documents

Bidder acknowledges the responsibility to ensure that subcontractors are furnished with, and complete and submit to Carson City, all documents required of them as specified in this Bid Advertisement.

Acknowledge

1
6

Execution of Bid Proposal

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

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

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

Acknowledge

Bid Lines

1

Package Header

Schedule A: Base Bid Items

Quantity: 1

Total:

Package Items

1.1 Mobilization, Demobilization, and Clean-up

Quantity: 1 UOM: LS Unit Price: Total:

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: Total:

1.3 Construction Surveying and Record Drawings

Quantity: 1 UOM: LS Unit Price: Total:

1.4 Remove PCC Sidewalk

Quantity: 90 UOM: SF Unit Price: Total:

1.5 Remove Sign Panel

Quantity: 155 UOM: EA Unit Price: Total:

1.6 Remove Sign Post

Quantity: 30 UOM: EA Unit Price: Total:

1.7 Remove Sign Anchor and Foundation

Quantity: 19 UOM: EA Unit Price: Total:

1.8 Remove and Reset Supplementary Sign Panel

Quantity: 17 UOM: EA Unit Price: Total:

1.9 Construct PCC Sidewalk Type A

Quantity: 40 UOM: SF Unit Price: Total:

1.10 Furnish and Install Bench w/ Shade Structure and Concrete Pad (8" Conc/6" Base)

Quantity: 1 UOM: EA Unit Price: Total:

1.11 Furnish and Install Sign Panel

Quantity: 154 UOM: EA Unit Price: Total:

1.12 Furnish and Install Sign Post

Quantity: 29 UOM: EA Unit Price: Total:

1.13 Furnish and Install Sign Anchor and Foundation

Quantity: 18 UOM: EA Unit Price: Total:

1.14 Furnish and Install Solar Bus Stop Light

Quantity: 52 UOM: EA Unit Price: Total:

Response Total: \$333,950.00

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 Nevada Barricade & Sign Company, Inc.			<input checked="" type="radio"/> Prime Contractor <input type="radio"/> Subcontractor
State of Nevada Business License No NV20001224303	Carson City Business License No BL-004996-2020	Employer Identification No 88-0454821	Unique Entity Identifier (UEI)* GJA4JUSBM1L4

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

Physical Street Address, City, State, ZIP 9530 N. Virginia Street, Reno NV, 89506	
Mailing Address, City, State, ZIP (if different from physical address) PO Box 20459, Reno, NV 89515	
Telephone No (775) 331-5100	Website URL www.nbsco.com

Contact Person Jordan Dethmers	Title / Position Operations Manager / Project Manager
Contact Person Phone No (775) 544-9918	Contact Person Email jordan.dethmers@nbsco.com

LICENSING INFORMATION

NV Contractor License No 0052315	Issue Date 07/13/2001	Expiration Date 07/31/2027
License Classification(s) A-2, A-21, A-8		
Limitations of License Unlimited		
Name of Licensee(s) Principles - PRICE, MARK ALLAN President, SCHEER, MARC ALEXANDER Secretary, LEE, STEVEN PAUL Treasurer, STEFANI, MATTHEW JOHN Director, DETHMERS, JONATHAN MATTHEW Director.		

DISCLOSURE OF PRINCIPALS

(1) Individual and/or Partnership Mitchell Williams
Address, City, State, ZIP 1125 17th Street, Ste 1575, Denver, CO 80202

(2) Individual and/or Partnership Marc Scheer
Address, City, State, ZIP 1125 17th Street, Ste 1575, Denver, CO 80202

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 Mark Price
Address, City, State, ZIP 11095 SW Industrial Way, Tualatin, OR 97062

(4) Individual and/or Partnership Steve Lee
Address, City, State, ZIP 1125 17th Street, Ste 1575, Denver, CO 80202

(5) Individual and/or Partnership Jonathan Dethmers
Address, City, State, ZIP 9530 N. Virginia St., Reno, NV 89506

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 Nevada Barricade & Sign Company, Inc.	
Authorized Individual Jonathan Dethmers	
Title/Position Regional Manager / VP	
Email Address jonathan.dethmers@nbsco.com	Phone No (775) 331-5100
Mailing Address, City, State, ZIP 9530 N. Virginia St. Reno, NV 89506	

Jonathan Dethmers

Printed Name of Preparer

**Jonathan
Dethmers**

Signature of Preparer

 Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:46:42 -07'00'

Regional Manager / VP

Title/Position

04/23/2026

Date



9530 N. Virginia
Reno, NV 89506
775-331-5100
775-331-5103 fax
www.nbsco.com

April 24, 2026

NBSCO Project references for (JAC) Signs & Lighting project

1. Granite Construction

- a. 1900 Glendale Ave, Sparks, NV 89431
- b. **Andrew Klinkrodt** 775-358-8792
- c. Andrew.Klinkrodt@gcinc.com
- d. NBSCO was a Subcontractor on NDOT 4500
- e. \$1,737,884.34
- f. Overhead Sign Structures/Pile Foundations, Ground mounted Signs, Removal of Signs, Striping & Guardrail

2. Q & D Construction

- a. 1050 S. 21 St Street, Sparks, NV 89431
- b. Temo Licea 775-786-2677
- c. tlicea@qdconstruction.com
- d. NBSCO was a Subcontractor on NDOT 3963
- e. \$817,285.75
- f. Overhead Sign Panels, Ground mounted Signs, Removal of Signs, Striping & Guardrail

3. Q & D Construction

- a. 1050 S. 21 St Street, Sparks, NV 89431
- b. Kyle Hamilton 775-786-2677
- c. kylehamilton@qdconstruction.com
- d. NBSCO was a Subcontractor on NDOT 3973
- e. \$1,736,496.65
- f. Overhead Sign Structures/Pile Foundations, Removal of Structures, Ground mounted Signs, Removal of Signs, Striping & Guardrail

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 Nevada Barricade & Sign Company, Inc		Bid Number 26300304		Project Number & Name P302625001 Jump Around Carson (JAC) Signs & Lighting Project	
Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506		Phone (775) 331-5100	NV Contractor License No. (if applicable) 0052315	License Limit (if applicable) > \$10 Million	Bid Amount \$ 333,950.00

Subcontractor Name (if federally-funded project, include UEI) Nevada Barricade & Sign Company, Inc	Phone 775-331-5100	NV Contractor License No. (if applicable) 0052315	License Limit (if applicable) > \$10 Million	Description of Work or Services Installing, Signs, posts, Solar Bus Lights & Bus Shelter
Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506	Bid Line Item Numbers* 1.1, 1.2, 1.3, 1.5 through 1.8, 1.10 Partial, 1.11 through 1.14			

Subcontractor Name (if federally-funded project, include UEI) NONE	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) NONE	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) NONE	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.

Joshua Dethmers

 Printed Name

Chief Estimator

 Title/Position

775-331-5100

 Phone

Joshua

 Signature

Digitally signed by Joshua
 Date: 2026.04.24 10:38:32 -07'00'

04/24/2026

 Date

CITY OF CARSON CITY, NEVADA

BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT OR \$50k[†]

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[†]. [†]Whichever is greater.

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

Bidder/Prime Contractor Nevada Barricade & Sign Company, Inc		Bid Number 26300304	Project Number & Name P302625001 Jump Around Carson (JAC) Signs & Lighting Project		
Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506		Phone (775) 331-5100	NV Contractor License No. (if applicable) 0052315	License Limit (if applicable) > \$10 Million	Bid Amount \$ 333,950.00

Subcontractor Name (if federally-funded project, include UEI) Nevada Barricade & Sign Company, Inc	Phone 775-331-5100	NV Contractor License No. (if applicable) 0052315	License Limit (if applicable) > \$10 Million	Description of Work or Services Installing, Signs, posts, Solar Bus Lights & Bus Shelter
Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506	Bid Line Item Numbers* 1.1, 1.2, 1.3, 1.5 through 1.8, 1.10 Partial, 1.11 through 1.14			

Subcontractor Name (if federally-funded project, include UEI) Cheek Construction	Phone (775) 426-8802	NV Contractor License No. (if applicable) NV 0078906	License Limit (if applicable) \$6 to \$10 Million	Description of Work or Services Remove PCC Sidewalk, Construct PCC Sidewalk Type A, & Concrete pad and Base for bid Item 115 only
Address, City, State, ZIP 5401 Longley Ln Suite A18, Reno, NV 89502	Bid Line Item Numbers* 105, 110 & 115 Partial			

Subcontractor Name (if federally-funded project, include UEI) NONE	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) NONE	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.

Joshua Dethmers

Printed Name

Chief Estimator

Title/Position

775-331-5100

Phone

Joshua

Signature

Email completed form to cakers@carson.org

Digitally signed by Joshua
Date: 2026.04.24 10:34:23 -07'00'

04/24/2026

Date

CITY OF CARSON CITY, NEVADA

LIST OF SUBCONTRACTORS, SUBCONSULTANTS, & SUPPLIERS BIDDING

Due from Bidder/Prime Contractor at bid submission.

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

1. Type	1a. Company/Business Name	1c. Phone	1d. NV Contractor License No. <i>(if applicable)</i>	1e. License Limit <i>(if applicable)</i>	1g. DBE or non-DBE	1h. DBE Majority Owner Race
	1b. Address, City, State, ZIP	1f. NAICS Code for each scope of project work			1i. Age of DBE Firm	1j. DBE Majority Owner Sex

2. Type	2a. Company/Business Name	2c. Phone	2d. NV Contractor License No. <i>(if applicable)</i>	2e. License Limit <i>(if applicable)</i>	2g. DBE or non-DBE	2h. DBE Majority Owner Race
	2b. Address, City, State, ZIP	2f. NAICS Code for each scope of project work			2i. Age of DBE Firm	2j. DBE Majority Owner Sex

3. Type	3a. Company/Business Name	3c. Phone	3d. NV Contractor License No. <i>(if applicable)</i>	3e. License Limit <i>(if applicable)</i>	3g. DBE or non-DBE	3h. DBE Majority Owner Race
	3b. Address, City, State, ZIP	3f. NAICS Code for each scope of project work			3i. Age of DBE Firm	3j. DBE Majority Owner Sex

4. Type	4a. Company/Business Name	4c. Phone	4d. NV Contractor License No. <i>(if applicable)</i>	4e. License Limit <i>(if applicable)</i>	4g. DBE or non-DBE	4h. DBE Majority Owner Race
	4b. Address, City, State, ZIP	4f. NAICS Code for each scope of project work			4i. Age of DBE Firm	4j. DBE Majority Owner Sex

5. Type	5a. Company/Business Name	5c. Phone	5d. NV Contractor License No. <i>(if applicable)</i>	5e. License Limit <i>(if applicable)</i>	5g. DBE or non-DBE	5h. DBE Majority Owner Race
	5b. Address, City, State, ZIP	5f. NAICS Code for each scope of project work			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
b. Address, City, State, ZIP

c. Phone	d. NV Contractor License No. <i>(if applicable)</i>	e. License Limit <i>(if applicable)</i>
f. NAICS Code for each scope of project work		

6. Type	6a. Company/Business Name
	6b. Address, City, State, ZIP

6c. Phone	6d. NV Contractor License No. <i>(if applicable)</i>	6e. License Limit <i>(if applicable)</i>
6f. NAICS Code for each scope of project work		

6g. DBE or non-DBE	6h. DBE Majority Owner Race
6i. Age of DBE Firm	6j. DBE Majority Owner Sex

7. Type	7a. Company/Business Name
	7b. Address, City, State, ZIP

7c. Phone	7d. NV Contractor License No. <i>(if applicable)</i>	7e. License Limit <i>(if applicable)</i>
7f. NAICS Code for each scope of project work		

7g. DBE or non-DBE	7h. DBE Majority Owner Race
7i. Age of DBE Firm	7j. DBE Majority Owner Sex

8. Type	8a. Company/Business Name
	8b. Address, City, State, ZIP

8c. Phone	8d. NV Contractor License No. <i>(if applicable)</i>	8e. License Limit <i>(if applicable)</i>
8f. NAICS Code for each scope of project work		

8g. DBE or non-DBE	8h. DBE Majority Owner Race
8i. Age of DBE Firm	8j. DBE Majority Owner Sex

9. Type	9a. Company/Business Name
	9b. Address, City, State, ZIP

9c. Phone	9d. NV Contractor License No. <i>(if applicable)</i>	9e. License Limit <i>(if applicable)</i>
9f. NAICS Code for each scope of project work		

9g. DBE or non-DBE	9h. DBE Majority Owner Race
9i. Age of DBE Firm	9j. DBE Majority Owner Sex

10. Type	10a. Company/Business Name
	10b. Address, City, State, ZIP

10c. Phone	10d. NV Contractor License No. <i>(if applicable)</i>	10e. License Limit <i>(if applicable)</i>
10f. NAICS Code for each scope of project work		

10g. DBE or non-DBE	10h. DBE Majority Owner Race
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.

Nevada Barricade & Sign Company, Inc

Bidder/Prime Contractor

9530 North Virginia Street, Reno, NV 89506

Address, City, State, ZIP

(775) 331-5100

Phone N^o

Jonathan Dethmers

Printed Name

Regional Manager / VP

Title/Position

Jonathan Dethmers

Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:47:28 -07'00'

04/23/2026

Signature

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: 26300304
Project Title: P302625001 Jump Around Carson (JAC) Signs & Lighting Project
Name: Jonathan Dethmers
Position: Regional Manager / VP

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.

Jonathan Dethmers

Printed Name

Regional Manager / VP

Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:47:55 -07'00'

4-23-2026

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 <input type="radio"/> Subcontractor
Nevada Barricade & Sign Comapny, Inc.	
Address, City, State, ZIP	
9530 North Virginia Street, Reno, NV 89506	

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 of 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

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

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

Nevada Barricade & Sign Company, Inc
Company / Firm / Contractor

9530 north Virginia Street, Reno, NV 89506
Company / Firm / Contractor Address

Jonathan Dethmers
Printed Name of Authorized Official

Regional Manager / VP
Title/Position

Jonathan Dethmers
Signature of Authorized Official

Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:48:36 -07'00'

04/23/2026
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.*

Nevada Barricade & Sign Company, Inc
Company Name

Contractor
Contractor or Subcontractor

26300304
Project N^o

P302625001 Jump Around Carson (JAC) Signs & Lighting Project
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.

Michelle Stokley
Designated Payroll Officer Printed Name

Michelle Stokley Digitally signed by Michelle Stokley
Date: 2026.04.20 15:08:23 -07'00' 04/20/2026
Designated Payroll Officer Signature *Date*

Jonathan Dethmers
Authorized Signer/Owner Printed Name

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:48:53 -07'00' 04/23/2026
Authorized Signer/Owner Signature *Date*

0052315
Contractor License N^o



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-09-07-14-0408**

NEVADA BARRICADE & SIGN COMPANY INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0052315** ORIGINAL ISSUE DATE: **07/13/2001** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-2-HIGHWAYS; A-8-SEALING & STRIPING OF IMPERMEABLE PAVING SURFACES; A-21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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

Susan Brodi Kamesch 7/23/2025 *dw*

SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR DAVE BEHAR, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

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

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

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

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

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

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

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

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

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

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

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

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include section 2 of this document (including sub-sections 2.a to 2.h, inclusive) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that the above equal opportunity clause is not applicable to the CITY if it does not participate in work on or under the Contract.

The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Appendix II (D) – Davis-Bacon Act & Copeland “Anti-Kickback” Act: For all prime construction contracts in excess of \$2,000 awarded by Carson City:

- (a) Required contract clauses. The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages —

- (i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

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 must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its reprourement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901– 3907.

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

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

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 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.

CITY OF CARSON CITY, NEVADA
APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

- (D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.
 - (E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - (F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - (G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) Required disclosures and access —
- (A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - (B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, 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

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

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 journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

- (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 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- (11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

CITY OF CARSON CITY, NEVADA
APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.
- (b) Compliance with the Copeland “Anti-Kickback” Act.
 - (1) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
 - (2) The Contractor or subcontractor shall insert in any subcontracts the clause provided in paragraph 3(b)(1) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include sub-section 3(b) (including all sub-paragraphs thereunder) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (3) A breach of sub-section 3(b) (including all paragraphs thereunder) may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Appendix II (E) – Contract Work Hours and Safety Standards Act: For contracts awarded by Carson City in excess of \$100,000 that involve the employment of mechanics or laborers, the following applies:

- (a) Compliance with the Contract Work Hours and Safety Standards Act.
 - (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 4(a)(1) of this document or 29 CFR §

5. 5(b)(1) the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1).

- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4(a)(1) of this document or 29 CFR § 5.5(b)(1).
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4(a)(1) through 4(a)(4) of this document and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4(a)(1) through 4(a)(4) of this document.

5. Appendix II (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the City (or its subrecipient) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City (or its subrecipient) must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

6. Appendix II (G) – Clean Air Act and the Federal Water Pollution Control Act, as amended:

(a) Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

(1) *Clean Air Act.* The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(2) *Federal Water Pollution Control Act.* The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate regulatory authority(ies). The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

7. Appendix II (H) – Debarment and Suspension (Executive Orders 12549 and 12689): If the Contract is for a covered transaction purposes of 2 CFR Part 180 and 2 CFR Part 3000, in addition to the requirements at paragraphs 24.1.1 and 24.1.2 of the Contract:

(a) The Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Appendix II (I) – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Pursuant to the Byrd AntiLobbying Amendment, 31 U.S.C. § 1352 (as amended), the Contractor and any subcontractors with subcontracts for more than \$100,000 shall file the required certification set forth at Appendix A of 44 CFR Part 18. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to the federal awarding agency.

9. Appendix II (J) – Procurement of recovered materials (2 CFR § 200.323): In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be (1) acquired competitively within a timeframe providing for compliance with the contract performance schedule; (2) meet contract performance requirements; or (3) acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Appendix II (K) –Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216):

(a) *Prohibitions.* Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending

CITY OF CARSON CITY, NEVADA

APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Required for any non-federal entity contract under federal award

grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception in subsection 10(b) of this document applies, the Contractor and its subcontractors may not use federal funds derived through the Contract to: (i) procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) *Exceptions.* Nothing in section 11 prohibits the Contractor from providing: (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to: (i) covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system; or (ii) other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(c) *Reporting Requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the following to the City:

(1) within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended;

and

(2) within 10 business days of submitting the information in paragraph 11(c)(1) of this document:

Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of section 11, including this subsection 11(d), in all subcontracts and other contractual instruments.

11. Appendix II (L) – Domestic preferences for procurements (2 CFR 200.322): As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CITY OF CARSON CITY, NEVADA ADDITIONAL CONTRACT PROVISIONS

Required for any federally-assisted construction contract, pursuant to Form-1273

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll. For standardization please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.
- viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which

CITY OF CARSON CITY, NEVADA

ADDITIONAL CONTRACT PROVISIONS

Required for any federally-assisted construction contract, pursuant to Form-1273

contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor,

CITY OF CARSON CITY, NEVADA

ADDITIONAL CONTRACT PROVISIONS

Required for any federally-assisted construction contract, pursuant to Form-1273

or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

CITY OF CARSON CITY, NEVADA

ADDITIONAL CONTRACT PROVISIONS

Required for any federally-assisted construction contract, pursuant to Form-1273

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

CITY OF CARSON CITY, NEVADA

ADDITIONAL CONTRACT PROVISIONS

Required for any federally-assisted construction contract, pursuant to Form-1273

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

CITY OF CARSON CITY, NEVADA ADDITIONAL CONTRACT PROVISIONS

Required for any USDOT-assisted program

RELATED TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Appendix A of Department of Transportation Order 1050.2A

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

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

CITY OF CARSON CITY, NEVADA ADDITIONAL CONTRACT PROVISIONS

Required for any USDOT-assisted program

RELATED TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Appendix E of Department of Transportation Order 1050.2A

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

**CITY OF CARSON CITY, NEVADA
FTA REQUIRED FEDERAL CLAUSES
(Contracts equal to or greater than \$100,000 for
Professional Services / Construction / Materials and Supplies)**

By signing this contract, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- 1) Carson City 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 Carson City, 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.

II. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 4) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement

between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

III. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the City or a subgrantee of the City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the City or a subgrantee of the City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the City or a subgrantee of the City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the City or a subgrantee of the City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA

Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- 7) FTA does not require the inclusion of these requirements in subcontracts.

IV. 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.

V. TERMINATION PROVISIONS

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

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

- 4) **Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) **Termination for Convenience (Professional or Transit Service Contracts)** City, by written

notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- 6) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.
- 7) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

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

Carson City is an Equal Opportunity Employer. The following requirements apply to the underlying contract:

- 1) **Title VI: Nondiscrimination** - In accordance with U.S. Department of Transportation (DOT), regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Orders to Address Environmental Justice in Minority Populations and Low-Income Populations, DOT Orders related to Title VI assurances and non-discrimination provisions, 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.

The attached 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.

- 2) Equal Employment Opportunity – The bidder, and any and all subcontractors of the bidder, are required to comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).

The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

- a. **Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, “Equal Employment Program Guidelines for Grant Recipients”, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
- b. **Sex**–The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- c. **Age** -The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
- d. **Disabilities**-The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

- 3) The Contractor agrees to include each of 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.

VII. 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 listed in the attached form. **A separate contract goal has not been established for this project. The attached form is only required if a DBE is participating in a project.**

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

The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. All DBE requirements and good faith efforts and Commercially Useful Function evaluations shall be in accordance with 49 CFR Part 26.

The Nevada Department of Transportation (NDOT) is an agency member of the NUCP. A list of certified DBEs/SBEs may be obtained from NDOT's website at www.nevadaDBE.com. DBE/SBE status continually changes; therefore, it is recommended that the Proposer verifies certification at www.nevadaDBE.com before submitting a Proposal.

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, unless more stringent provisions are listed in the General Provisions. 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. Prior to termination of a DBE, the contractor must notify the DBE that it has good cause for reasons to terminate and must provide the DBE with time to respond. 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.

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 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 contractor from future bidding as non-responsible.

VIII. 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.

IX. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As required by 2 CFR 200.216, recipients and subrecipients of federal funding, 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 use 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).

X. DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION PROCEDURES

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 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

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

- 1) 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, Carson City may pursue available remedies, including suspension and/or debarment.
- 2) The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
- 4) 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 in writing by Carson City.
- 5) The prospective lower 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
- 7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8) Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

XI. BUY AMERICA – (Construction / Material Purchases ONLY)

NOTE: This section applies only to Construction Contacts and material/supply purchases only. It does not apply to contracts for Professional Services (Architecture/Engineering/Testing/Survey).

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

General waivers for small purchases do not apply to Consultants/Contractor 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 (**attached form**) must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

The Buy America Certification form for products must be included and submitted with each bid that exceeds \$100,000 for procurement of steel, iron, manufactured products, or rolling stock.

- 1) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
 - a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. 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).

1. 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).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. 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.

XII. CARGO PREFERENCE – (Construction / Material Purchases ONLY)

NOTE: This section applies only to Construction Contacts and material/supply purchases only. It does not apply to contracts for Professional Services (Architecture/Engineering/Testing/Survey).

The contractor agrees:

- 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

XIII. RESOLUTION OF DISPUTES, BREACHES AND 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.

XIV. 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," and 31 USC Part 1352. Each tier of Contractor and Sub-Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

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

By using the accompanying form and by signing the Contract, the undersigned certifies, to the best of his or her knowledge and belief, that:

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

an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XV. ENVIRONMENTAL REGULATIONS

1) Clean Air

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. 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.

2) Clean Water

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

3) 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.

XVI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – (Construction ONLY)

NOTE: This section applies only to Construction Contracts only. It does not apply to contracts for Professional Services (Architecture/Engineering/Testing/Survey) or material/supply purchases.

Reference Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and U.S. DOL regulations,

“Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

These requirements extend to all third-party contractors and their contracts at every tier. The Contract Work Hours and Safety Standards Act applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

- 1) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- 2) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 3) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- 4) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.
- 5) For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- 6) In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- 7) The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal

contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- 8) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

XVII. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS – (Construction Only)

NOTE: This section applies only to Construction Contracts only. It does not apply to contracts for Professional Services (Architecture/Engineering/Testing/Survey) or material/supply purchases.

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

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

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

the wage rates contained in the wage determination; and

- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate

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

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

under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

XVIII. BONDING – (Construction ONLY)

NOTE: This section applies only to Construction Contracts only. It does not apply to contracts for Professional Services (Architecture/Engineering/Testing/Survey) or material/supply purchases.

1) Bid Bond Requirements

- a) Bid Security – Each bid proposal shall meet the Bid Security requirements outlined in the City’s ‘Instruction to Bidders’.
- b) 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. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280.
- c) 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.
- d) 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.

- e) It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's 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.

2) Performance and Payment Bond Requirements

- a) The Contractor shall be required to obtain performance and payment bonds in accordance with the City's 'Contract Award' document.
- b) 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.
- c) 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.
- d) The penal amount of payment bond bonds shall be:
 - i. 100 percent of the contract price if the contract price is not more than \$1 million;
 - ii. fifty 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.
 - iv. pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025.
- e) The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

3) Other Provisions

- a) 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.
- b) 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.
- c) 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).

XIX. SEISMIC SAFETY – (Design/Construction of New Buildings and Additions)

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.

XX. SOLID WASTE DISPOSAL ACT

NOTE: This section applies only to the purchase of rolling stock, materials and supplies, and construction contacts. It does not apply to Professional Services contracts.

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.

XXI. ITS NATIONAL ARCHITECTURE CONFORMANCE – (ITS Projects ONLY)

ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Additional information is here: <https://www.transit.dot.gov/research-innovation/national-its-architecture-consistency-policy-transit-projects>

XXII. ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

XXIII. VETERANS EMPLOYMENT

To the extent practicable, Contractor agrees that it:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

Contractor also assures that its sub-contractor will:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

XXIV. SAFE OPERATION OF MOTOR VEHICLE

- 1) 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.
- 2) Distracted Driving. The Contractor of this funding agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. The Contractor further agrees to include the preceding provision in its third-party agreements and encourages all third-party participants to comply with this provision, and include this provision in each third party sub-agreement at each tier supported with federal assistance.

XXV. RIGHT TO PROTEST

In accordance with the 'Instructions to Bidders' or 'Request for Qualifications', as applicable, a Bidder may file a Notice of Protest regarding the awarding of the contract. Please refer to the separate attachment for Protest Procedures for FTA-Assisted Procurements.

XXVI. FORMS

The following forms are required.

- 1) Debarment & Suspension Form
- 2) Buy America Certification
- 3) Certification Regarding Debarment
- 4) DBE Race Neutral Goal Form
- 5) Lobbying Form
- 6) SAM-UEI (Verification of registration)
- 7) Conflict of Interest
- 8) Certification of Auth & Understanding
- 9) Certified Payroll Information Form
- 10) Non-Collusion Form
- 11) Wage Comparison Worksheet

APPENDIX A - Department of Transportation Order 1050.2A

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – Department of Transportation Order 1050.2A

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

Pertinent Non-Discrimination Authorities:

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

CITY OF CARSON CITY, NEVADA

PROTEST PROCEDURES FOR FTA-ASSISTED PROCUREMENTS

Required for FTA-Assisted procurements, pursuant to FTA Circular 4220.1F

In the event a Proposer believes certain actions or inactions on the part of City have been prejudicial to its position relative to the proposal, a protest may be filed. According to FTA Circular 4220.1F (Chapter VII), "The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third-party procurements, including source evaluation and selection, and protests of awards, disputes, and claims, using good administrative practices and sound business judgment. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern."

In all instances, City shall disclose information regarding protests to FTA via memorandum.

Proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. City will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. City will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation:

All protests lodged by potential or actual bidders must be made in writing and contain the following information:

- Name, address, and telephone number of the protester.
- Identification of the solicitation or contract number and title.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue(s) to be resolved and statement of what relief is requested.
- Argument and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Proposal process. In the case of Requests for Proposals, the Transit Coordinator shall direct the protester to mail or deliver the protest to relevant parties.

Mail or hand-deliver the protest to:

Carol Akers, Purchasing and Contracts Administrator

City Hall – Purchasing and Contracts

201 N. Carson Street, Suite 2

Carson City, NV 89701

Faxed or e-mailed protests will not be accepted.

City will respond, in written detail, with counterclaims to each substantive issue raised in the protest. City will also perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the legal positions of the contractor, City, and FTA.

City has the authority to render the final determination regarding the protest. Any determination rendered by City will be final. The Federal Transit Administration will entertain appeals only in cases stated below in "Appeals."

Pre-Solicitation Phase Protest

A Pre-Solicitation Phase Protest must be received in writing by City a minimum of five (5) full working days prior to the proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the City, upon Rev 10/25

CITY OF CARSON CITY, NEVADA

PROTEST PROCEDURES FOR FTA-ASSISTED PROCUREMENTS

Required for FTA-Assisted procurements, pursuant to FTA Circular 4220.1F

investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) working days from the time the protest is received, City will notify all that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those whose proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Pre-Award Protest

Protests may be lodged after the Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) working days from the time the protest is received, City will notify all Proposers that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those Proposers whose proposals might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Post-Award Protest

City will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by Proposers. Upon receipt of a protest, City shall notify the Proposer awarded the contract. City will render a determination to proceed with the contract or suspend the project until the protest is resolved. City will respond to the protest in writing within five (5) working days after receipt of the protest.

Appeals

City has the authority to settle any dispute and resolve the protest. City may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the Regional Transportation Commission (RTC) within three (3) working days after City issues a final decision. The RTC will issue a decision within five (5) working days after receipt of the appeal. City may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s). The Protester has the right to appeal in writing to FTA if:

- The Protester has exhausted all administrative remedies with City, and
- City has failed to follow its protest procedures or failed to review a complaint or protest.

CITY OF CARSON CITY, NEVADA PROTEST PROCEDURES FOR FTA-ASSISTED PROCUREMENTS

Required for FTA-Assisted procurements, pursuant to FTA Circular 4220.1F

The Protester's appeal must be received by the FTA Region IX Office within five (5) working days of the date the Protester knew or should have known of the violation.

Office of Program Management and Oversight

Federal Transit Administration Region IX

201 Mission Street, Suite 1650

San Francisco, CA 94105-1839

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to City within the same timeframe. In the event of a protest, City will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, City will grant an allowance for request for reconsideration.



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

October 25, 2023

M-24-02

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young 

SUBJECT: Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

This memorandum provides supplemental implementation guidance to Federal agencies on: (1) the application of a Buy America preference¹ to Federal financial assistance programs for infrastructure; and (2) the process for waiving such a Buy America preference — including the circumstances under which waivers may be justified as consistent with applicable law and policy.² This memorandum rescinds and replaces Office of Management and Budget (OMB) Memorandum M-22-11. In addition, this memorandum removes direct conflicts between the earlier Memorandum M-22-11 and subsequent guidance issued by OMB in part 184 of Title 2 of the Code of Federal Regulations (“CFR”).³ This memorandum also provides updated guidance on a limited number of topics — including the waiver process — which modifies earlier guidance provided by OMB in Memorandum M-22-11. To the extent that any guidance provided in this memorandum conflicts with guidance in 2 CFR part 184, the guidance in part 184 prevails.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). Pub. L. No. 117-58, §§ 70901-27. BABA strengthens Buy America preferences associated with Federal financial assistance for infrastructure and will bolster America’s industrial base, protect national security, and support high-paying jobs. BABA requires that the head of each covered Federal agency⁴ must ensure that none of the funds made available for a Federal financial assistance program for infrastructure are obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.⁵

BABA affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to

¹ 2 CFR 184.3.

² 2 CFR 184.7; Executive Order 14005, “Ensuring the Future Is Made in All of America by All of America’s Workers,” 86 FR 7475 (Jan. 28, 2021).

³ 88 FR 57750 (Aug. 23, 2023).

⁴ For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

⁵ IIJA, § 70914(a).

“use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁶

On April 18, 2022, OMB issued Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.” Memorandum M-22-11 provided initial implementation guidance to Federal agencies on the application of the Buy America preference to Federal financial assistance programs for infrastructure, the Buy America waiver process, and other topics.

On August 23, 2023, OMB issued a Notification of Final Guidance revising title 2 of the Code of Regulations (“CFR”) to add a new part 184 and revise section 200.322.⁷ Part 184 provides guidance to Federal agencies on how to apply the “Buy America” preference set forth in BABA to Federal awards for infrastructure projects.⁸ The revised section 200.322 clarifies existing provisions within part 200 on domestic preferences for procurements made under Federal financial assistance awards, and specifies that Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.⁹ OMB issues this memorandum to provide Federal agencies with supplemental guidance on implementing BABA and 2 CFR part 184.

I. Rescission of OMB Memorandum M-22-11

This memorandum rescinds and replaces OMB Memorandum M-22-11. OMB’s primary guidance related to implementation of BABA is contained in 2 CFR part 184. This memorandum summarizes certain aspects of 2 CFR part 184, and provides supplemental guidance for infrastructure projects subject to BABA. Federal agencies should refer to 2 CFR 184.2 for the effective date and applicability of part 184.¹⁰

II. Scope

In 2 CFR part 184, OMB identifies a limited set of infrastructure projects that will remain subject to certain requirements established in Memorandum M-22-11. See 2 CFR 184.2(b)-(c). For such projects, refer to Appendix II for applicable requirements originally contained in Memorandum M-22-11.

This memorandum modifies the guidance in Section VII of OMB Memorandum M-22-11 on “Issuing Buy America Waivers” for all infrastructure projects, including both projects subject to part 184 of 2 CFR and projects subject to the requirements of the rescinded OMB Memorandum M-22-11. Thus, Section VI of this Memorandum, entitled “Issuing Buy America Waivers,” is the effective OMB guidance on waivers for all infrastructure projects subject to BABA.

III. Summary of 2 CFR part 184

⁶ Exec. Order No. 14005 (see footnote 1).

⁷ See 88 FR 57750 (Aug. 23, 2023).

⁸ IIJA § 70912(a)(5)(7).

⁹ See 88 FR 57750 (Aug. 23, 2023).

¹⁰ 2 CFR 184.2(b).

2 CFR part 184 includes definitions for key terms, including iron or steel products, manufactured products, construction materials, and materials identified in section 70917(c) of BABA (section 70917(c) materials). These definitions at 2 CFR 184.3 provide a common system for Federal agencies to distinguish between the product categories established under the statutory text in BABA.

2 CFR 184.4(c)-(d) provides guidance on the meaning of infrastructure under BABA. Section 184.4(c) explains that “infrastructure” encompasses public infrastructure projects in the United States. The term includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

OMB also provides a definition of “infrastructure project” at 2 CFR 184.3. Section 184.4(d) explains that Federal agencies should interpret the term “infrastructure” broadly and consider the description provided in section 184.4(c) as illustrative and not exhaustive. Section 184.4(d) also explains that, when determining if a particular construction project of a type not listed in section 184.4(c) constitutes “infrastructure,” agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Through this memorandum, OMB notes that projects with the former “public” qualities have greater indicia (or distinguishing features) of “infrastructure,” while projects with the latter “private” quality have fewer. As a result, projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute a public infrastructure project for purposes of BABA. Federal agencies are strongly encouraged to consult with OMB when making such determinations or if they are uncertain about the applicability of this guidance to any particular infrastructure program.

2 CFR part 184 also includes —

- Information on the applicability and effective date of part 184 (2 CFR 184.2);
- Information on the non-applicability of part 184 to certain existing Buy America preferences implemented by Federal agencies (2 CFR 184.2(a));
- Guidance on the applicability of the Buy America preference to infrastructure projects and including the preference in Federal awards (2 CFR 184.4(a)-(b));
- Guidance on categorizing articles, materials, and supplies into the appropriate category (2 CFR 184.4(e));
- Guidance on applying the Buy America preference by category (2 CFR 184.4(f));
- Guidance for determining the cost of components of manufactured products (2 CFR 184.5);
- Standards that define “all manufacturing processes” in the case of construction materials (2 CFR 184.6);

- Guidance on proposing and issuing Buy America waivers (2 CFR 184.7);
- Guidance on how Federal agencies should allow recipients to request waivers (2 CFR 184.7); and
- Guidance on exemptions to the Buy America preference (2 CFR 184.8).

IV. Guidance on Applicability to Federal Financial Assistance Programs

The Buy America preference under BABA and 2 CFR part 184 applies to all Federal financial assistance as defined in 2 CFR 200.1 or successor regulations¹¹ — whether or not funded through IIJA — where funds are appropriated or otherwise made available and used for a project for infrastructure. See 2 CFR 184.2(a), 200.1, and 200.322(c). For the purposes of this memorandum, Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹²

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter legal authorities that agencies may have to include the Buy America preference, or other domestic content requirements, in awards of Federal financial assistance issued to for-profit organizations. Federal agencies may consider applying this guidance to for-profit entities consistent with their legal authorities. For example, 2 CFR 200.101(a)(2) allows Federal agencies to apply certain subparts of part 200 to for-profit entities. See also the discussion of for-profit entities in the preamble for 2 CFR part 184; and discussion below in this memorandum on requirements that “flow down” to “subrecipients.”

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

A Buy America preference only applies to the iron and steel, manufactured products, and construction materials incorporated into an infrastructure project receiving a Federal award. If an agency has determined that no funds from a particular project receiving a Federal award will be used for infrastructure, a Buy America preference does not apply to that project. A Buy America preference does not apply to non-infrastructure components or expenditures under an infrastructure project receiving a Federal award.

A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards. In other words, if an

¹¹ IIJA § 70912(4)(A)

¹² See 2 C.F.R. § 200.1.

infrastructure project receives a Federal award, the Buy America preferences applies to both the Federal funds and non-Federal funds used for the infrastructure project.

Part 184 clarifies that it does not apply to a Buy America preference meeting or exceeding the requirements of section 70914 of BABA applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021 (when IIIJA was signed into law). Federal agencies must make necessary changes to come into compliance with BABA's requirements, unless such agencies have policies and provisions that already meet or exceed the standards required by BABA. For example, a program in which the standards for iron and steel already meet the standards in BABA may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed BABA requirements. For additional information, see 2 CFR 184.2(a) and associated discussion of that section in the preamble to the final guidance.¹³

Unless the Federal award specifically indicates otherwise, subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁴ For example, if a Federal agency obligates an award to a State government as a direct recipient, and the State issues a subaward to a for-profit entity to carry out the project as a subrecipient, then the Buy America preference requirements included in the Federal award would flow down to the for-profit entity.

Through Memorandum M-22-11, OMB explained that, before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, Consultation and Coordination with Indian Tribal Governments, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-to-Nation Relationships. Federal agencies should continue to strengthen Nation-to-Nation relationships through regular and meaningful consultation and collaboration with Tribal communities in accordance with the Presidential Memorandum of January 26, 2021 and the Presidential Memorandum of November 30, 2022, on Uniform Standards for Tribal Consultation.

Agencies with questions regarding the application of a Buy America preference to agency programs, including questions about the possible use of waivers, are advised to reach out to OMB's Made in America Office ("MIAO") for technical assistance and advice.

V. Consistency with International Agreements

Pursuant to Section 70914(e) of BABA, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements. Federal financial assistance awards are generally not subject to international trade agreements because these international obligations only apply to direct Federal procurement activities by signatories to such agreements. The Federal Acquisition Regulation ("FAR") addresses how international trade agreements implemented by the Trade Agreements Act apply to direct Federal procurement activities of the U.S. at FAR subpart 25.4.¹⁵ In the case of Federal financial assistance, a number of

¹³ 88 FR 57750 (Aug. 23, 2023).

¹⁴ 2 CFR 200.101(b)(2).

¹⁵ See also FAR 25.1101, 25.1103, and 52.225-5.

U.S. States have opted to obligate their procurement activities to the terms of one or more international trade agreements and, as such, are included in schedules to the international trade agreements. If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a Federal agency that applies a BABA preference to Federal awards may propose to waive BABA requirements in the public interest to allow a State to comply with its obligations. Federal agencies should follow the procedures in Section 184.7 of the OMB guidance in 2 CFR part 184 and relevant supplemental guidance in this memorandum. For additional information, interested entities may also consult with the State in question or the Federal agency providing the funds.

VI. Issuing Buy America Waivers

Pursuant to Section 70914(b) of BABA and 2 CFR 184.7, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that —

- Applying the Buy America preference would be inconsistent with the public interest (a “public interest waiver”);
- Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients consistent with the procedures in 2 CFR 184.7. Every waiver must be reviewed by the MIAO. To the greatest extent practicable, waivers should be targeted to specific products and projects.¹⁶

Before issuing a final waiver, the Federal awarding agency must make the proposed waiver and the detailed written explanation publicly available in an easily accessible location on a website designated by the Federal awarding agency and OMB. The Federal agency must also provide a period of not less than 15 calendar days for public comment on the proposed waiver.¹⁷ General applicability waivers are subject to a minimum 30-day public comment period when reviewed for modification or renewal.¹⁸ The MIAO may request that Federal agencies use a 30-day comment period for other waivers on a case-by-case basis when circumstances warrant — for example when a waiver covers items of special importance to American supply chains (such as those identified in section 3(b) of the Executive Order 13953) or involves a substantial amount of Federal funding.

Agencies are required to provide the website address where they will be posting proposed waivers for public comment to OMB at MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of IIJA, the waiver must also be cross-posted to a

¹⁶ See Section VI of this guidance for information on waiver principles and criteria.

¹⁷ 2 CFR part 184.7(d).

¹⁸ IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

centralized waiver transparency website managed by the General Services Administration (GSA), [BuyAmerican.gov](https://www.buyamerican.gov),¹⁹ in addition to the agency website. To minimize duplication and promote efficiency, MIAO and GSA will continue to coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence, including market research, and approving or rejecting waivers consistent with BABA, 2 CFR part 184, this guidance, and any other applicable Buy America laws.

Federal agencies should notify the MIAO, and are encouraged to consult with the MIAO when possible, in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with the MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to the MIAO a draft of the waiver for review after the public comment period has concluded. MIAO will review the draft waiver to determine if it is consistent with applicable law and policy,²⁰ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²¹ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, or nonproprietary communications with potential suppliers.²² In addition, at a minimum and to the greatest extent practicable, each proposed or draft final waiver submitted to the MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest).
- Recipient name and Unique Entity Identifier (UEI).
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code).
- Financial assistance listing name and number.
- Federal financial assistance program name.
- Federal Award Identification Number (FAIN) (if available or applicable).
- Federal financial assistance funding amount.
- Total estimated infrastructure expenditures, including all Federal and non-Federal funds (if applicable).
- Infrastructure project description and location (to the extent known).

¹⁹ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

²⁰ Executive Order 14005, § 4(c).

²¹ IIJA, § 70937(c)(2)(A).

²² IIJA, § 70937(c)(2)(D).

- In the case of general applicability waivers, a description of the relevant Federal program(s)—including information on the size and scale of the program(s), an estimate of the dollar amount of Federal financial assistance that would be subject to the waiver, and an estimate of how many infrastructure projects would be subject to the waiver.
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant Product and Service Code (PSC) and North American Industry Classification System (NAICS) code for each.
- A description of efforts made (e.g., market research, industry outreach, etc.) by the Federal awarding agency and, in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a description may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Market research, where applicable, should include relevant details, including who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research.
- Anticipated impact if no waiver is issued.
- For final waivers, any relevant comments received through the public comment period, and the agency's response to those comments.

The purpose of the information is to demonstrate the agency's due diligence, and provide the MIAO with sufficient information to determine whether the proposed waiver is consistent with law and policy. For proposed waivers, agencies should also ensure that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project may be considered the Cognizant Agency for Made in America ("Cognizant Agency") and may take responsibility for coordinating with the other Federal awarding agencies. Such coordination has the benefit of providing uniform waiver criteria and adjudication processes, minimizing duplicative efforts among Federal agencies, and reducing burdens on recipients. Based on the statutory waiver authority at section 70914(b) of BABA, each Federal agency waiving a BABA preference must make their own waiver determination. In other words, a Cognizant Agency cannot independently issue a waiver that applies to other agencies, but other agencies may rely on the work performed by the Cognizant Agency when proposing and issuing waivers for a single infrastructure project. When appropriate, agencies may consider proposing a joint waiver including two or more agencies relying on the work performed by the Cognizant Agency. Any Federal agency that did not jointly issue the proposed and final waivers will need an individual waiver, but it may also potentially rely on work performed by the Cognizant Agency when appropriate under the circumstances. The Cognizant Agency is responsible for consulting with the other Federal agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to the MIAO.

a. *Waiver Principles and Criteria*

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²³ agencies must apply consistent criteria to determine whether to grant a waiver in a given circumstance. Agencies should establish policies and practices to ensure consistency with this guidance.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. As appropriate, a project-level waiver may be further narrowed to apply only to a single product or product type on that project. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law.

Federal agencies may consult with the MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council,²⁴ a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate. Federal agencies should use the following principles before issuing a waiver of any type —

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, or phased-out over time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” from domestic sources is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify an appropriate, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from the MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of BABA and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of

²³ IIJA § 70933(2).

²⁴ “Launching a New Made in America Council,” OMB, Briefing Room, Blogs (Jan. 19, 2022).

waivers by Federal agencies.²⁵ The MIAO expects all general applicability waivers to be appropriately targeted and time-limited. For example, agencies may consider phasing-out a waiver over time to provide a phased application of the Buy America preference requirements for a specific Federal program. Agencies also may consider limiting the scope of the waiver to only specific Buy America preference requirements (such as proposing to waive requirements for a limited set of construction materials). Project-level and award-level waivers should also be narrowly targeted, as appropriate.

Federal agencies should propose waivers to apply prospectively to future expenditures incurred after the effective date of the final waiver. While the BABA requirements apply when Federal funds are obligated²⁶ (when a Federal award is made), the MIAO recognizes that certain circumstances may justify a waiver of those domestic content requirements even after an award has been made. While waivers can be granted after a Federal agency makes an award, the waiver cannot apply to expenditures already incurred under the Federal award for items subject to a Buy America preference before the effective date of the waiver.

Non-availability Waivers

Before granting a non-availability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.²⁷ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.²⁸ Unreasonable cost waivers should be no broader than necessary.

²⁵ See Section IV. of this guidance for agencies that have existing regulations or guidance.

²⁶ IIIA § 70914(a).

²⁷ IIIA, § 70937(c)(2)(B).

²⁸ IIIA, § 70937(c)(2)(B).

Before granting an unreasonable cost waiver, to the extent permitted by law, agencies should also assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products. More information on this topic is provided below in the discussion of public interest waivers.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by BABA and the proposed waiver would not meet the requirements for a non-availability or unreasonable cost waiver. Such waivers must be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.²⁹ To the extent permitted by law, determination of public interest waivers must be made by the head of the agency with the authority over the Federal financial assistance award.³⁰

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any given project; the MIAO will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider proposing and issuing³¹ —

- ***De Minimis***: Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a *de minimis* threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a *de minimis* threshold, for example, of five (5) percent of applicable project costs up to a maximum of \$1,000,000, where applicable project costs are defined as material costs subject to the Buy America preference.
- **Small Grants**: Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards at or below the Simplified Acquisition Threshold (SAT) that meet the following criteria: (1) the total Federal award does not exceed the SAT, currently set at \$250,000; and (2) the Federal award amount, inclusive of other funding sources for the infrastructure

²⁹ IIJA, § 70935(a).

³⁰ IIJA, § 70935(b).

³¹ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

project, is not anticipated to exceed the SAT for the life of the Federal award. Federal agencies and the MIAO have found this type of waiver to be consistent with policy in some cases in the initial years after enactment of IJJA, but it may potentially be phased out over time as agencies develop more efficient award-level or project-level waiver review capabilities.

- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A general applicability, public interest, minor components waiver may allow non-domestically produced miscellaneous minor components comprising no more than five (5) percent of the total material cost of an otherwise domestically produced iron and steel product. This waiver type may not exempt an entire iron and steel product from the Buy America preference; the primary iron and steel components of the product must still be produced domestically. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic economic impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which must address all appropriate factors, such as potential obligations under international agreements, justifying why the requested waiver is in the public interest.³²

Before granting a waiver in the public interest, to the extent permitted by law, agencies must assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products. As explained above, Federal agencies should also conduct a similar analysis for unreasonable cost waivers, but it is not needed for non-availability waivers. Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency must integrate any findings from the assessment into its waiver determination as appropriate.³³ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products. Agencies can contact the MIAO for more information on possible resources.

³² IJJA, § 70937(c)(2)(C).

³³ Executive Order, § 5.

b. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple agency projects or awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general applicability waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Except as provided below, Federal agencies must review general applicability waivers within five years of the date on which the waiver was issued. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In reviewing of any general applicability waiver, the head of a Federal agency, or their delegated authority, must —

- (A) Publish in the *Federal Register* a notice that—
 - (i) describes the justification for the general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for the general applicability waiver; and
- (B) Publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁴

Through November 15, 2026, the requirement to review general applicability waivers under paragraphs (A) and (B) above does not apply to any product-specific general applicability waiver that was issued before May 19, 2021.³⁵

OMB has instructed Federal agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 to promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

The MIAO will work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America

³⁴ IIJA, § 70914(d)(1) & (2).

³⁵ IIJA, § 70914(d)(3).

qualifying products receive appropriate consideration.

Appendix I: Example of Award Term (Sample Language) —Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of BABA and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to the MIAO for review prior to incorporating them into applicable awards. Agencies should include appropriate language in the Notice of Funding Opportunity to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (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 used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (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 construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

*Definitions*³⁶

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

³⁶ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

Appendix II: Guidance for Projects Identified at 2 CFR 184.2(b)-(c) as Remaining Subject to OMB Memorandum M-22-11

In 2 CFR part 184, OMB identifies a limited set of infrastructure projects that will remain subject to certain requirements established in Memorandum M-22-11. For projects identified at 2 CFR 184.2(b)-(c) as remaining subject to the requirements of Memorandum M-22-11, recipients and subrecipients may continue to rely on —

- a. The requirements established in Section VIII of the rescinded Memorandum M-22-11 on “Preliminary Guidance for Construction Materials,” which is included, in relevant part, in this appendix. This includes reliance on the shorter list of construction materials identified in Memorandum M-22-11 and the preliminary standard for “all manufacturing processes” applicable to construction materials on that list; and
- b. Their good faith efforts to categorize articles, materials, and supplies as (1) iron or steel products, (2) manufactured products, or (3) construction materials based on the guidance provided in Sections I, VI, and VIII of the rescinded OMB Memorandum M-22-11. In other words, recipients and subrecipients of Federal awards for these projects are not required to recategorize items based on the more specific guidance provided in 2 CFR part 184 and the associated preamble, but may rely on clarifying guidance in part 184 or the associated preamble if useful.

Below is relevant guidance for these projects restated from OMB Memorandum M-22-11 —

The IJA finds that “construction materials” includes an article, material, or supply — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

To provide clarity to item, product, and material manufacturers and processors, items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the

construction material.

CARSON CITY PUBLIC WORKS

WAGE COMPARISON WORKSHEET

Nevada Barricade & Sign Co., Inc.
 Jump Around Carson (JAC) Signs & Lighting Project
 Carson City
 Bid Number: _____

Project Cost: \$ _____ -

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

Wage Determination Date: 04/22/2026
 (if applicable) Redetermination Date: _____

Federal Building Wage Determination No. or N/A:: Mod No. Enter WD
 Federal Heavy Wage Determination No. or N/A:: Mod No. Enter WD
 Federal Highway Wage Determination No. or N/A:: NV20260057 Mod No. 1
 2026 Prevailing Wage Rates Northern Nevada Rural Region: Amd No. 3

Applicable Wages for Project							
Wage Determination	Craft Description	Craft Group	Base	Zone	Fringe	Total	Overtime Rate
STATE PREVAILING WAGES	Laborer Group 1	0	\$ 53.03	\$ -	\$ -	\$ 53.03	\$ 79.55
STATE PREVAILING WAGES	Laborer Grou 1A	0	\$ 51.16	\$ -	\$ -	\$ 51.16	\$ 76.74
STATE PREVAILING WAGES	Laborer Group 1	0	\$ 53.03	\$ -	\$ -	\$ 53.03	\$ 79.55
STATE PREVAILING WAGES	Operating Engineer Group 7	0	\$ 78.18	\$ -	\$ -	\$ 78.18	\$ 117.27
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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

Exhibit B

WAGE COMPARISON WORKSHEET

ACME Corporation
 Midtown Redevelopment
 Downtown Carson City
 Bid Number: 25300101

Project Cost: \$ 4,500,000.00

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

Wage Determination Date: 08/15/2025
 (if applicable) Redetermination Date:

Federal Building Wage Determination No. or N/A:: NV20250037 Mod No. 7
 Federal Heavy Wage Determination No. or N/A:: NV20250023 Mod No. 2
 Federal Highway Wage Determination No. or N/A:: NV20250057 Mod No. 2
 2025 Prevailing Wage Rates Northern Nevada Rural Region: Amd No. 3

Applicable Wages for Project							
Wage Determination	Craft Description	Craft Group	Base	Zone	Fringe	Total	Overtime Rate
FEDERAL HIGHWAY WAGES	CARPENTER; CARP1977-008; 07/01/23	0	\$ 46.54	\$ -	\$ 23.87	\$ 70.41	\$ 93.68
FEDERAL HIGHWAY WAGES	ELECTRICIAN; ELEC0357-011; 06/01/24	0	\$ 57.48	\$ -	\$ 24.39	\$ 81.87	\$ 110.61
STATE PREVAILING WAGES	OPERATING ENGINEER; GROUP 11	0	\$ 76.62	\$ 5.00	\$ -	\$ 81.62	\$ 119.93
FEDERAL BUILDING WAGES	POWER EQUIPMENT OPERATOR (BACKHOE); ENG10012-017; 10/01/24	10	\$ 61.96	\$ -	\$ 33.85	\$ 95.81	\$ 126.79
STATE PREVAILING WAGES	BRICKLAYER; JOURNEYMAN	0	\$ 57.08	\$ -	\$ -	\$ 57.08	\$ 85.62
STATE PREVAILING WAGES	PLUMBER/PIPEFITTER; JOURNEYMAN	0	\$ 76.10	\$ 8.00	\$ -	\$ 84.10	\$ 122.15
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Note: Federal Rates do not have "Premium Pay" requirement. Any State classification will have "Premium Pay" requirements adhered to should those come into play.

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. 177-58, 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.

Nevada Barricade & Sign Company, Inc.

Bidder/Prime Contractor

Jonathan Dethmers

Printed Name

Regional Manager / VP

Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:50:00 -07'00' 04/23/2026

Signature *Date*

CITY OF CARSON CITY, NEVADA BUY AMERICA CERTIFICATION

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

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$150,000

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products, 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 § 661.5.
- Cannot meet 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.

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

- Will comply with the requirements of 49 USC § 5323(j)(2)(C) and the regulations at 49 CFR § 661.11.
- Cannot comply with the requirements of 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11, but it may qualify for an exception pursuant to 49 USC §§ 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR § 661.7.

This contract or purchase order is valued more than \$100,000, but less than \$150,000.

Nevada Barricade & Sign Comapny, Inc
Bidder/Prime Contractor

9530 North Virginia Street, Reno, NV 89506
Address, City, State, ZIP

Jonathan Dethmers
Authorized Official Printed Name

Regional Manager / VP
Authorized Official Title/Position

Authorized Official Signature *Date*

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this 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 submissions over \$100k.
Due from Subcontractors via VPM prior to commencing work.*

LOBBYING FORM FOR FTA CONTRACTS OVER \$100,000

31 U.S.C. 1352

2 CFR PART 200 APPENDIX II (I) 49 CFR PART 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I).

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

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

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

Nevada Barricade & Sign Comapny, Inc
Contractor/Company Name

9530 North Virginia Street, Reno, NV 89506
Address, City, State, ZIP

Jonathan Dethmers
Printed Name of Authorized Official

Regional Manager / VP
Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:51:13 -07'00' 04/23/2026
Signature of Authorized Official Date

CITY OF CARSON CITY, NEVADA

SUSPENSION OR DEBARMENT

Due from Bidder/Prime Contractor with bid submissions over \$25k.

Due from Subcontractors via VPM prior to commencing work.

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS AND CLAUSES

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 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

Though submission of the accompanying form, the bidder or proposer certifies as follows:

1. 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, Carson City may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
4. 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 in writing by Carson City.
5. The prospective lower 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

CITY OF CARSON CITY, NEVADA SUSPENSION OR DEBARMENT

Due from Bidder/Prime Contractor with bid submissions over \$25k.
Due from Subcontractors prior to commencing work. Email to documentcontrol@carson.org.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS FORM

The contractor certifies, that neither it nor its "principals" as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Nevada Barricade & Sign Company, Inc
Contractor/Company Name

9530 North Virginia Street, Reno, NV 89506
Address, City, State, ZIP

Jonathan Dethmers
Printed Name of Authorized Official

Regional Manager / VP
Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:51:55 -07'00' 04/23/2026
Signature of Authorized Official *Date*

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.

Nevada Barricade & Sign Company, Inc

Company / Firm / Contractor

9530 North Virginia Street, Reno, NV 89506

Company / Firm / Contractor Address

Jonathan Dethmers

Printed Name of Authorized Official

Regional Manager / VP

Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers
Date: 2026.04.23 10:52:21 -07'00'

Signature of Authorized Official

04/23/2026

Date



Exhibit B

NEVADA BARRICADE & SIGN CO INC

Unique Entity ID GJA4JUSBM1L4	CAGE / NCAGE 4H6J8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 9, 2026	
Physical Address 9530 N Virginia ST Reno, Nevada 89506-9120 United States	Mailing Address PO Box 20459 Reno, Nevada 89515 United States	

Business Information

Doing Business as (blank)	Division Name Nevada Barricade & Sign Company	Division Number NEVADA BAR
Congressional District Nevada 02	State / Country of Incorporation Nevada / United States	URL http://www.nbsco.com

Registration Dates

Activation Date Oct 9, 2025	Submission Date Oct 9, 2025	Initial Registration Date Aug 2, 2006
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Feb 28, 2000	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 8G9V4	Legal Business Name INFRASTRIFE, LLC
----------------------	--

Highest Level Owner

CAGE 156Z5	Legal Business Name FRONTLINE ROAD SAFETY, LLC
----------------------	--

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

Exhibit B

Check the registrant's Repts & 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 **Yes** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **4H6J8**

Points of Contact

Electronic Business

Jonathan Dethmers **P.O. Box 20459
Reno, Nevada 89515
United States**

TAMARA DETHMERS P.O. Box 20459
Reno, Nevada 89515
United States

Government Business

Jonathan Dethmers, Business Manager **P.O. Box 20459
Reno, Nevada 89515
United States**

TAMARA DETHMERS P.O. Box 20459
Reno, Nevada 89515
United States

Past Performance

Jonathan Dethmers **P.O. Box 20459
Reno, Nevada 89515
United States**

TAMARA DETHMERS P.O. Box 20459
Reno, Nevada 89515
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	339950	Sign Manufacturing

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
NEVADA CALIFORNIA ARIZONA	(blank)	(blank)

Bid No. 26300304 JAC Signs & Lighting Project

Date and Time Bid Due: 4/24/26 @ 2:00pm

				Nevada Barricade & Sign Co, Inc.	
				Total Price	\$333,950.00
Line #	Description	QTY	UOM	Unit	Extended
1	Schedule A: Base Bid Items	1		\$333,950.00	\$333,950.00
1.1	Mobilization, Demobilization, and Clean-up	1	LS	\$35,500.00	\$35,500.00
1.2	Traffic Control	1	LS	\$35,000.00	\$35,000.00
1.3	Construction Surveying and Record Drawings	1	LS	\$18,500.00	\$18,500.00
1.4	Remove PCC Sidewalk	90	SF	\$50.00	\$4,500.00
1.5	Remove Sign Panel	155	EA	\$50.00	\$7,750.00
1.6	Remove Sign Post	30	EA	\$50.00	\$1,500.00
1.7	Remove Sign Anchor and Foundation	19	EA	\$50.00	\$950.00
1.8	Remove and Reset Supplementary Sign Panel	17	EA	\$50.00	\$850.00
1.9	Construct PCC Sidewalk Type A	40	SF	\$100.00	\$4,000.00
1.10	Furnish and Install Bench w/ Shade Structure and Concrete Pad (8" Conc/6" Base)	1	EA	\$37,850.00	\$37,850.00
1.11	Furnish and Install Sign Panel	154	EA	\$250.00	\$38,500.00
1.12	Furnish and Install Sign Post	29	EA	\$250.00	\$7,250.00
1.13	Furnish and Install Sign Anchor and Foundation	18	EA	\$800.00	\$14,400.00
1.14	Furnish and Install Solar Bus Stop Light	52	EA	\$2,450.00	\$127,400.00
Total Price				\$333,950.00	

Carson City is recommending award to Nevada Barricade & Sign Co., Inc. and is tentatively scheduled for approval and award at the May 13, 2026 Regional Transportation Commission meeting.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** May 13, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding approval of the Transit Development and Coordinated Human Services Plan (“TDCHSP”), which could include discussion on short and long-term goals, service level alternatives, interlocal agreements and other topics related to the Jump Around Carson (“JAC”) transit system. (Marcus Myers, Transit Coordinator)

Agenda Action: Formal Action / Motion **Time Requested:** 30 minutes

Proposed Motion

I move to approve the TDCHSP and support the recommendations therein.

Board's Strategic Goal

N/A

Previous Action

February 11, 2026 (Item 5.B) – Staff presented a draft TDCHSP to the Carson Area Metropolitan Planning Organization (“CAMPO”), which included recommendations and potential service level tradeoffs to ensure JAC remains fiscally constrained through 2050.

December 10, 2025 (Item 5.C) – Staff presented potential recommendations for the TDCHSP to the Regional Transportation Commission (“RTC”).

August 13, 2025 (Item 5.A) – Staff presented a status overview of the CAMPO Regional Transportation Plan (“RTP”) and TDCHSP, including the results of the public survey and agency coordination meetings, planned public outreach activities, and TDCHSP considerations.

April 9, 2025 (Item 5.B) – CAMPO staff presented information regarding the TDCHSP, including the schedule of events, planned public outreach activities, draft table of contents, goals and vision, and other topics.

February 12, 2025 (Item 5.B) – CAMPO approved Contract 25300288 with Parametrix, Inc. for the Unified Planning Work Program (“UPWP”) Staff Support Services Project, which included consultant support for developing the TDCHSP.

Background/Issues & Analysis

The TDCHSP consists of two components and serves two primary objectives: (1) as the short-term transit plan (“STTP”) covering short-term (1-5 year) and long-term (10-20 year) projects and priorities;

and (2) a coordinated public transit-human services (“CHSP”) planning document.

The STTP is a document required for agencies that receive Federal Transit Administration (“FTA”) Section 5307 Urbanized Area formula funding. The STTP includes an evaluation of the current system and its procedures, suggested short- and long-term improvements, a forecast of how changes may impact ridership and the administrative and operational structure, and a broad vision of capital requirements to meet recommended changes in both the short- and long-term. It also includes a financial plan that examines financially constrained operating and capital budgets, identifying current and future financial needs.

A CHSP is a required document for agencies that receive FTA Section 5310 funding for Enhanced Mobility of Seniors and Individuals with Disabilities. The CHSP is a strategic document that identifies the transportation needs of specific groups, such as seniors and individuals with disabilities, and outlines strategies to address them.

Since February 2025, staff have worked with a consultant, Parametrix, for efforts relating to the TDCHSP as well as the RTP. These efforts have included numerous stakeholder interviews, public outreach, and stakeholder workshops to determine Carson City's transit needs. Concerns about current and future funding constraints have been analyzed to determine where and how improvements can be made, and what future tradeoffs may be required to remain within fiscal constraints. Additionally, micro-transit options, such as vanpool, and private partnerships were evaluated and discussed in this document.

A public comment period was opened on February 6, 2026, and closed on February 20, 2026, during which public no comments were received.

Following presentations to the RTC and CAMPO boards, staff have made substantial updates to the plan, including the incorporation of RTC member comments, formatting adjustments, the addition of cost analysis to extend service to Douglas and Lyon counties, discussion of vanpool and ride-share partnership options, additional level-of-service options, and additional recommendations with implementation timelines. Staff will continue making strides to accomplish the goals and recommendations discussed over the next 5 years, when the TDCHSP will require another round of evaluation, outreach, and approval.

Applicable Statute, Code, Policy, Rule or Regulation

49 USC 5307 & 5310

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding for updating the TDCHSP is budgeted in CAMPO’s UPWP under Work Element 4.0, which is reimbursable with Federal Consolidated Planning Grant funds at a rate of 95%. The 5% local match has been budgeted within CAMPO’s approved UPWP for Fiscal Years 2025 & 2026.

Alternatives

Do not approve the TDCHSP and provide an alternate direction to staff.

Attachment(s):

[5D_RTC_Exhibit 1 - TDCHSP Final.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

JAC TRANSIT DEVELOPMENT AND COORDINATED HUMAN SERVICES PLAN

May 13, 2026



TABLE OF CONTENTS

JAC Transit Development and Coordinated Human Services Plan.....	1
Table of Contents	i
Tables	ii
INTRODUCTION AND BACKGROUND	1
Introduction.....	1
PART 1: Regional Demographics and Existing Transit Services	5
SECTION 1. EXISTING CONDITIONS.....	5
Demographics.....	5
Transit Propensity.....	10
Urban Design.....	20
SECTION 2. EXISTING TRANSIT AND TRANSPORTATION SERVICES.....	22
Public Providers	22
Private Options	24
Part 2: Coordinated Human Services Plan	25
SECTION 1. THE WHY, WHO, AND HOW OF A COORDINATED PLAN.....	25
Why a Coordinated Plan?	25
Whom Does this Plan Serve?	26
How Does the CHSP Fit into the Federal, State, and Regional Context?	28
SECTION 2. TRANSPORTATION NEEDS ASSESSMENT	31
Assessed Needs	31
Community Engagement.....	34
SECTION 3. GOALS AND STRATEGIES.....	37
Goals	37
Strategies.....	38
Coordinated Plan Strategy Matrix	39
SECTION 4. FUNDING AND IMPLEMENTATION	46
Potential Funding Sources	46
Plan Implementation	47
Annual Reporting on the CHSP: Coordination in the CAMPO Region	48

Next Steps	50
Part 3: Short-Term Transit Plan	52
SECTION 1. WHAT IS A STTP?	52
SECTION 2. SYSTEM DESCRIPTION AND METRICS.....	52
Fixed Route	52
JAC Assist	54
Fare Structure.....	56
JAC Performance	57
JAC Productivity	69
Capital Assets	72
Peer Review Analysis	77
SECTION 3. OUTREACH AND ENGAGEMENT	90
Outreach Coordination.....	90
SECTION 4: TRANSIT SERVICE PLAN	93
Goals	93
Service Guidelines.....	94
Service and Operations Plan.....	95
Capital Plan.....	113
Financial Plan	120
SECTION 5: IMPLEMENTATION PLAN	128
CONCLUSIONS.....	131

TABLES

Table 1. Historic and Projected Populations	6
Table 2. Carson City Demographic Trends	10
Table 3. CAMPO Employment Status 2023.....	18
Table 4. Summary of Transit Service in Carson City Open to the General Public	23
Table 5. Limited or Restricted Eligibility Transportation Services in Carson City.....	24
Table 6. Theme 1: Improved Service and Regional Connectivity for Target Populations.....	40
Table 7. Theme 2: Universal Access and Infrastructure Enhancements.....	41

Table 8. Theme 3: Flexible and Specialized Transportation Services.....	42
Table 9. Theme 4: Affordability, Equal Access, and Language Access.....	43
Table 10. Theme 5: Service Quality and Workforce Sustainability	43
Table 11. Theme 6: Rider Awareness, Information, and Education	44
Table 12. Theme 7: Coordination and Innovation	45
Table 13. Implementation Roadmap	48
Table 14. JAC Fares	56
Table 15. Network Productivity Summary.....	69
Table 16. Fixed Route Productivity Summary	70
Table 17. JAC Assist Productivity.....	71
Table 18. JAC Rolling Stock and Equipment.....	74
Table 19. Peer Agency Service Characteristics.....	79
Table 20. Fixed Route Service Characteristics of Peer Agencies.....	85
Table 21. Demand Response Characteristics of Peer Agencies.....	87
Table 22. Proposed Service Standard Guidelines	94
Table 23. Characteristics by Transit Service Type	96
Table 24. Service Network Option Summary	98
Table 25. Levels of Service Options.....	109
Table 26. Vehicle Replacement Plan	115
Table 27. Operating Revenue, by Funding Source FY2020-2025.....	122
Table 28. Capital Revenue by Funding Source FY2020-2025	123
Table 29. Operations and Maintenance Expenditures FY2021 - 2025	125
Table 30. Capital Expenditures FY2021 - 2025	125
Table 31. Total Operating Expenditures by Service Type, FY2019-2025	126
Table 32. Total Capital Expenditures by Service Type, FY2019-2025	127
Table 33. JAC Five-Year Expenditure Projection, FY2025-2030	127
Table 34. Five Year Operating Expenditure Projection, FY2026-2030.....	128
Table 35. Implementation Guidance for Service Recommendations.....	129

INTRODUCTION AND BACKGROUND

Introduction

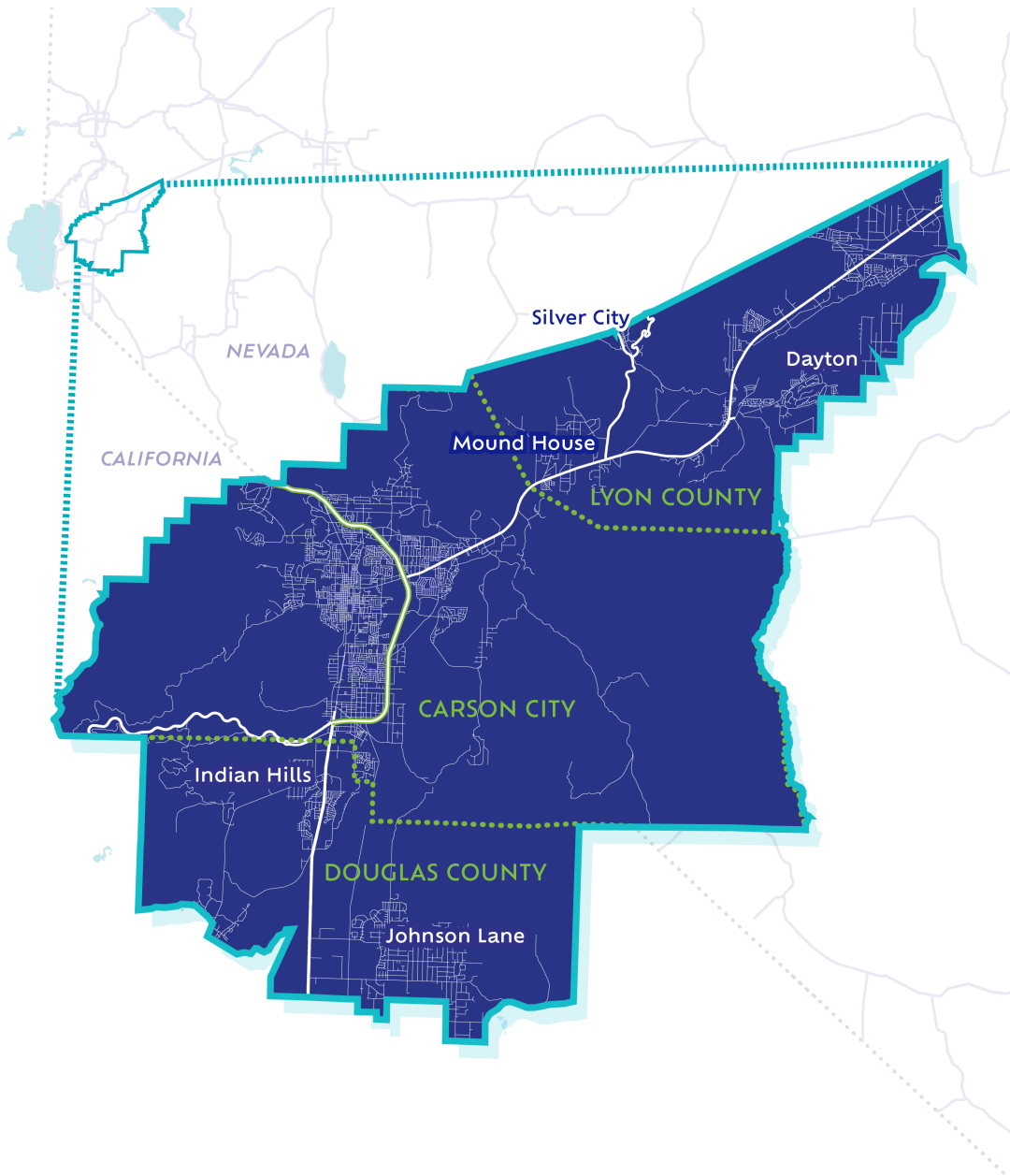
This document represents both the Jump Around Carson (JAC) Transit Development and Coordinated Human Services Plan. Each plan has its own set of required elements as defined by the Federal Transit Administration (FTA), though some are common to both. While there are many similar themes and contexts, each of these plans serve different purposes, and thus have unique strategies and actions for making progress toward goals and recommendations. However, both plans share the overall goal of providing effective, efficient, and sustainable public transportation options for community residents and visitors in the CAMPO region.

Carson Area Metropolitan Planning Organization

CAMPO is the federally recognized Metropolitan Planning Organization (MPO) responsible for transportation planning in the Carson City urbanized area. CAMPO was formed on February 26, 2003, after the Carson City urbanized area surpassed the MPO population threshold of 50,000 based on the 2000 Decennial Census. CAMPO is governed by a seven-member board consisting of five members of the Carson City Regional Transportation Commission (RTC), one member representing Douglas County, and one member representing Lyon County. A representative from the Nevada Department of Transportation (NDOT) sits on the board serving as an ex officio, non-voting member.

The Metropolitan Planning Area (MPA) boundary encompasses nearly all of Carson City (except for the area within the Tahoe Basin, which is included in the Tahoe MPA) and portions of northern Douglas County, including Indian Hills and Johnson Lane, and western Lyon County, including Mound House, Silver City, and Dayton, as shown in Figure 1.

Figure 1. Metropolitan Planning Area



The Carson City RTC oversees the administration of the JAC transit service, and as such, the five members also serve as transit representatives on the CAMPO Board. CAMPO is housed within the Carson City Public Works Department, whose employees provide the staffing for the CAMPO operations. The Transportation Manager is the Public Works Division Manager and serves as the CAMPO agency director responsible for administering all CAMPO activities. Day-to-day operations of JAC are overseen by the Transit Coordinator, who is responsible for applying and administering FTA funds and is the primary contact person for duties related to CAMPO's role as the FTA Direct Recipient and Grantee.

Jump Around Carson

The Carson City RTC operates JAC, a public bus service featuring four fixed routes which operates entirely within Carson City, as well as JAC Assist, an Americans with Disabilities Act (ADA) paratransit service. JAC Assist provides curb-to-curb transportation for eligible people with disabilities who cannot use the fixed route bus service. JAC Assist operates during the same days and hours as the fixed route system, with an origin and destination within $\frac{3}{4}$ mile of any fixed route. As a matter of local policy, extended paratransit service is provided for an additional $\frac{1}{4}$ -mile (total of 1 mile from any fixed route). JAC has been operating in Carson City since October 2005.

CAMPO staff works closely with JAC to increase mobility for all users, enabling independent mobility and expanding mobility options beyond single-occupancy vehicles. Additionally, CAMPO facilitates and advocates for regional transit options between Reno, Douglas County, Lyon County, and the Tahoe Basin. An example of improving regional transit options and reducing vehicle use includes the creation of mobility centers near CAMPO boundaries, where vehicles can park to ride transit, carpool, or ride-share.

Existing Planning Documents

The development of this plan recognizes the local, regional, and national context in which it exists. Plans referenced during the development of this plan included:

- CAMPO 2050 Regional Transportation Plan (2026)
- JAC Transit Development and Coordinated Human Services Plan (2019)
- FY2023, 2024 and FY2025 JAC Monitoring Reports
- Title VI Program for Jump Around Carson Federal Fiscal Year 2026-2028 (2025)
- Envision Carson City Master Plan (2025)
- 2024 ADA Transition Plan for Carson City's Pedestrian Facilities in the Public Right-of-Way
- Carson City Safe Routes to School Action Plan (2025)
- JAC Transit Asset Management Plan for Federal Fiscal Year 2023 – 2026
- CAMPO Zero-Emissions Transition Plan (2024)
- Carson City JAC Transfer Center Study (2023)

Why Transit? - Transit Services Opportunities

Transit is often viewed as simply a way to get from point A to point B, but accessible, affordable, and sustainable transportation options such as transit benefit the economic well-being of the Carson area by supporting businesses, residents, and the overall community. In fact, according to the [American Public Transportation Association](#), for every dollar invested in public transportation, there is a \$5 economic return.

Here are a few ways that public transportation creates a more vibrant community.

- Public transit expands a business’s customer base by reaching those who may not have access to a vehicle. As documented in the latest CAMPO Network Monitoring report, 5.2%, or 1,869 households in the CAMPO region do not have a vehicle.
- Public transportation creates well-paying jobs with positions in operation, maintenance, planning, and administration.
- Bus stops and transit stations increase foot traffic around businesses. Additionally, improving the design of the transit system and bus stops encourages a more walkable urban area, benefiting non-transit users.
- The affordability of public transportation frees up money that can be spent on goods and services in Carson City. It can lessen the cost a person has to pay for transportation. AAA estimates a small pickup/SUV driver pays an average of \$0.82/mile, whereas the cost to ride the bus across Carson City is equal to or less than \$1.50, total. For those over age 60, transit in Carson City may be free!
- Public transit and transportation infrastructure can attract future investment and tourism. When companies consider relocation, or when organizations consider convention sites, public transit and the quality of a community’s transportation infrastructure are important factors in making that decision.
- With the City’s Master Plan goal to expand housing options to meet the needs of existing and future residents, transit can support higher-density housing for people of different ages and abilities without the need for increased vehicle parking.
- Transit is safe. There have been no fatalities on JAC transit, ever. The rolling average number of fatalities and serious injuries for single-occupancy vehicles within CAMPO in 2024 was 7.6 and 38.2, respectively.
- The operation of a transit system brings back federal funding to Carson City. Between fiscal years 2021 and 2025, Carson City received \$8.34M in federal funding. This is compared to the \$2.80M spent in local funding.

While these benefits may not be evident to all, especially those who do not use public transit, they are significant for our entire community.

PART 1: REGIONAL DEMOGRAPHICS AND EXISTING TRANSIT SERVICES

SECTION 1. EXISTING CONDITIONS

The region’s urban center, Carson City, is surrounded by public lands and scenic desert valleys, offering recreational access and a growing multimodal trail system. This balance of urban and rural character creates both unique opportunities and challenges in planning a connected and coordinated transportation system that meets the needs of all residents, including older adults, people with disabilities, veterans, and low-income households in the CAMPO region, and a public transit system that can be supported in more densely populated areas in Carson City.

Demographics

Demographic trends help to anticipate and plan for the future. For coordinated human services planning, the CAMPO region is used. For short term transit planning, the JAC service boundary is used, though regional travel needs are considered as part of the process. Population size and population density are associated with transit efficiency and effectiveness because more people translates to more trips across all modes of travel, and higher density supports transit services that can meet the needs of many people at the same time. The more dispersed that people and destinations are, the more expensive it is to operate at service levels that are viewed as a viable alternative to other modes. Where people live and want to travel plays a crucial role in the ability of public transit to conveniently and safely meet demand within available funding constraints.

Population growth in the CAMPO region is projected to slow over the next 25 years, with Douglas County projected to lose population, according to the Nevada Department of Taxation. The total population of the CAMPO MPA is anticipated to reach approximately 97,000 people by 2050. Changes at the county and state levels are highlighted below.

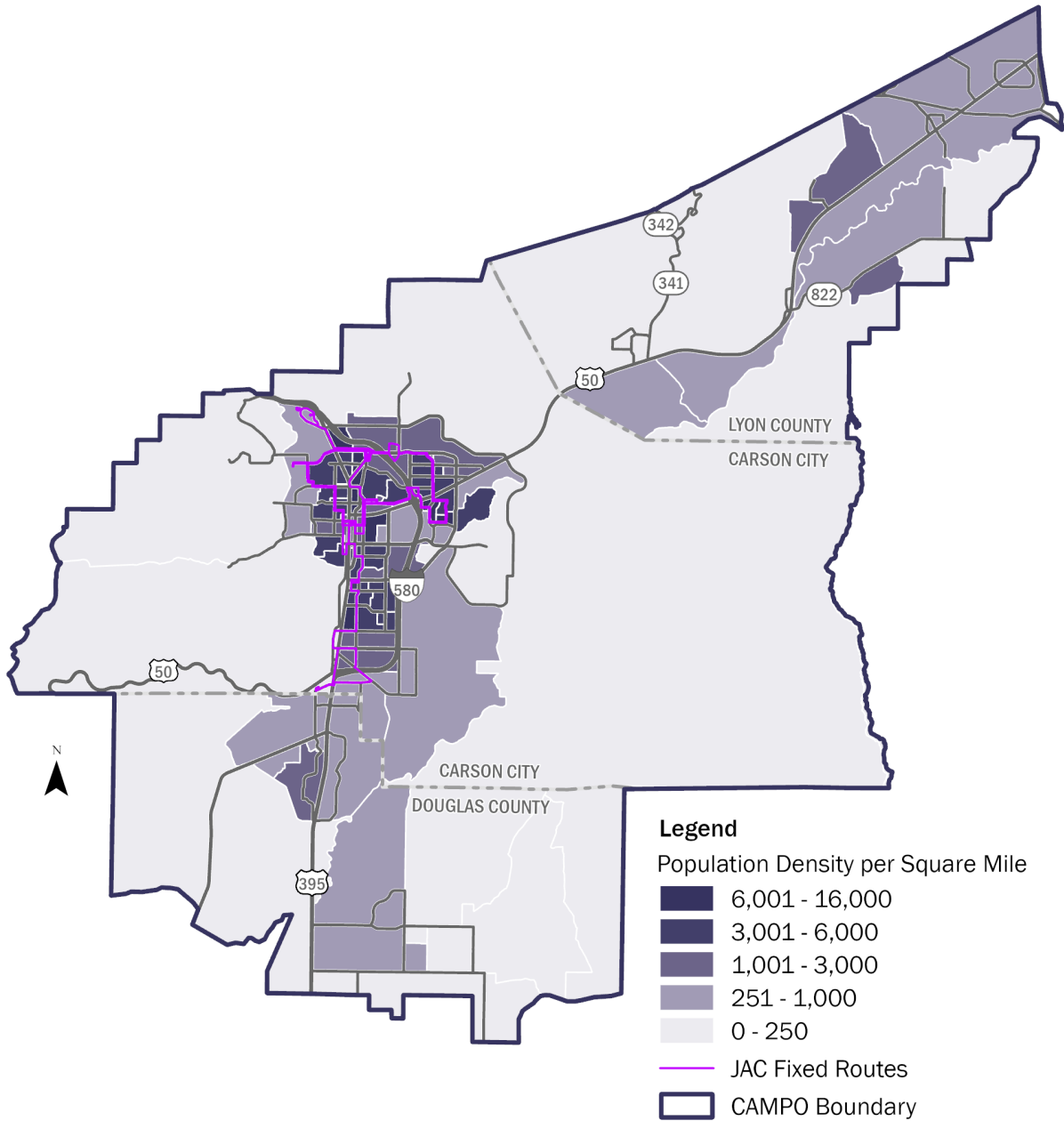
Table 1 shows the changes at the county and state levels. Figure 2 shows the population density distribution by US Census Tract in 2023.

Table 1. Historic and Projected Populations

	Historic					Current	Projected	
	1980	1990	2000	2010	2020	2025	2035	2044
Carson City	32,022	40,443	52,457	55,274	58,639	60,829	64,068	64,275
Annual Change	--	2.40%	2.60%	0.50%	0.57%	0.36%	0.51%	0.03%
10-Year Change	--	26%	30%	5%	6%	4%	5%	0%
Douglas County	19,421	27,637	41,259	46,997	49,488	56,052	57,221	55,768
Annual Change	--	3.60%	4.10%	1.30%	0.50%	1.17%	0.20%	-0.26%
10-Year Change	--	42%	49%	14%	5%	13%	2%	-3%
Lyon County	13,594	20,001	34,501	51,980	59,235	66,358	74,504	77,099
Annual Change	--	3.90%	5.60%	4.20%	1.22%	1.07%	1.09%	0.34%
10-Year Change	--	47%	72%	51%	14%	12%	12%	3%
State of Nevada	800,493	1,201,833	1,998,257	2,700,551	3,104,614	3,326,902	3,569,882	3,699,249
Annual Change	--	4.10%	5.20%	3.10%	1.30%	0.67%	0.68%	0.35%
10-Year Change	--	50%	66%	35%	15%	7%	7%	4%

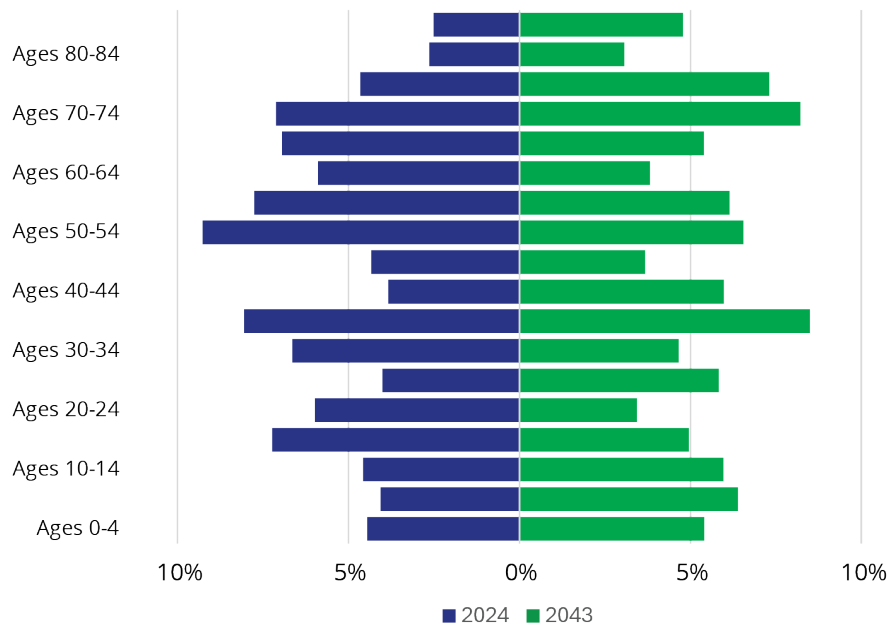
Source: US Census Bureau and ASRHO Estimates and Projections Summary, State of Nevada Demographer, 2025

Figure 2. Population Density



Between 2024 and 2043, the older adult population is expected to grow as a percentage of the total population in Carson City, Douglas County, and Lyon County, as shown in Figure 3 through Figure 5.¹ This has implications for future transportation needs such as a potential increase in the percentage of the transit-dependent population as older drivers become unable to or uncomfortable operating a personal vehicle. Additionally, there may be more demand for transportation to services such as health care and senior services.

Figure 3. Carson City Projected Population by Age



¹ Data is from the ASRHO Estimates and Projections Summary, State of Nevada Demographer, 2025

Figure 4. Douglas County Projected Population by Age

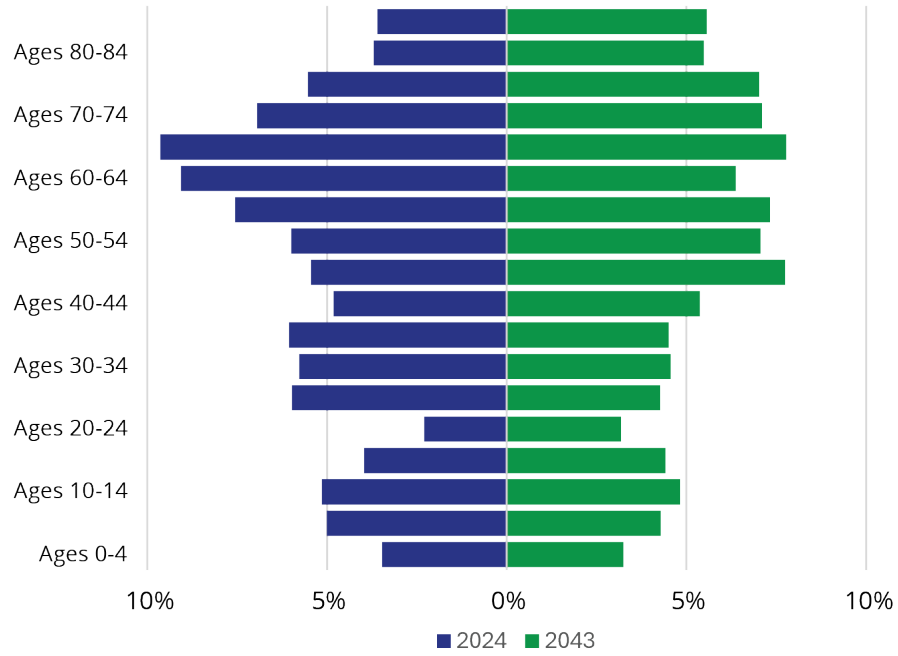
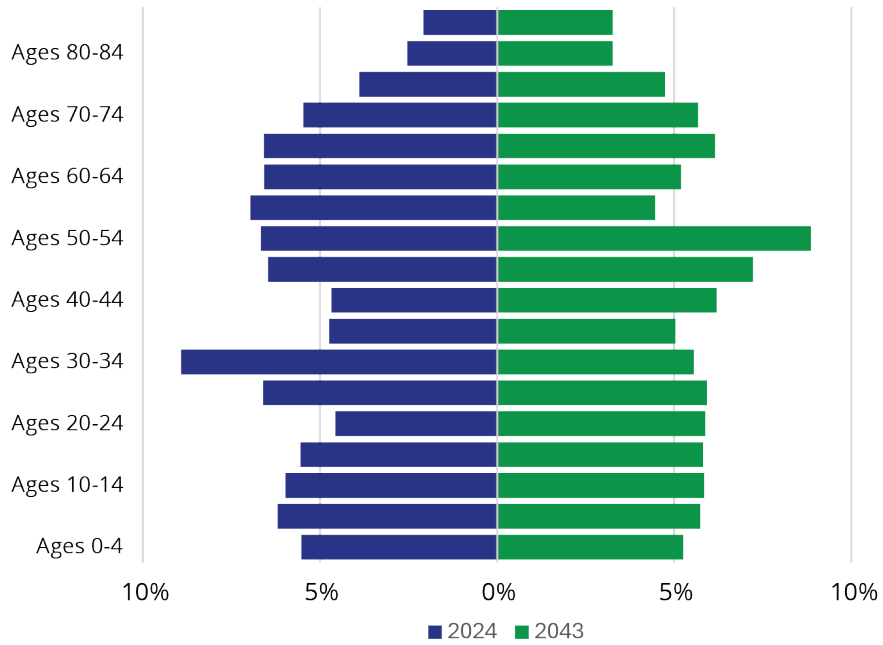


Figure 5. Lyon County Projected Population by Age



Transit Propensity

Transit propensity refers to the likelihood a person or group of people will use public transit. Demographic indicators of demand for transit include people who are low-income, older than 65, under 18, disabled, individuals who have limited English proficiency, and/or those who do not drive or don't have access to a car. These individuals are more likely than the general population to access transit services. Tables 2a, 2b, and 2c highlight changes in key demographic variables in CAMPO since 2017.

Table 2a. Carson City Demographic Trends

Indicator	2017	2023	Change	Percent Change
Population	54,219	58,364	4,145	8%
Employed Population	24,354	24,931	577	2%
Low-Income Households	7,698	6,183	-1,515	-20%
Youth (<18)	8,320	8,789	469	6%
Older Adults (65+)	10,499	12,128	1,629	16%
People with Disabilities	12,197	9,059	-3,138	-26%
Limited English Proficiency Households	1,075	523	-549	-51%
Renter-Occupied Households	9,830	8,704	-1,126	-11%
Zero-Vehicle Households	1,513	1,464	-49	-3%
Source: 2017: US Census American Community Survey 2017 5-Year Estimates. 2023: US Census American Community Survey 2023 5-Year Estimates				

During this time, the population in Carson City increased by 8% and employment by 2%. The number of people under 18 and over 65 has also grown. There are fewer low-income households, people with disabilities, people who rent, and households without a vehicle.

Table 2b. Douglas County Demographic Trends

Indicator	2017	2023	Change	Percent Change
Population	12364	12508	144	1.16%
Employed Population	10448	11061	613	5.87%
Low-Income Households	111	97.6	-13.4	-12.07%
Youth (<18)	2170	1828	-342	-15.70%
Older Adults (65+)	3308	4141	833	25.18%
People with Disabilities	1855	1840	-15	-0.81%
Limited English Proficiency Households	80	77	-3	-3.75%
Renter-Occupied Households	971	694	-277	-28.50%
Zero-Vehicle Households	145	146	1	0.69%

Table 2c. Lyon County Demographic Trends

Indicator	2017	2023	Change	Percent Change
Population	15948	18613	2665	16.71%
Employed Population	12858	11061	-1797	-13.98%
Low-Income Households (<\$50,000)	141	103.5	-37.5	-26.60%
Youth (<18)	4764	3653	-1111	-23.32%
Older Adults (65+)	3114	4159	1045	33.56%
People with Disabilities	2999	2901	-98	-3.27%
Limited English Proficiency Households	140	22	-118	-84.29%
Renter-Occupied Households	1711	1237	-474	-27.70%
Zero-Vehicle Households	145	146	1	0.69%

JAC staff provided maps to show the geographical distribution across the CAMPO region detailing density of low-income households, older adults over 60, people with disabilities, and zero car households by census tract. They are shown in Figure 6 through Figure 9. Figure 10 shows the resulting transit propensity by block group. The transit propensity score is the sum of the score of each indicator, which was ranked by quartile at the block group level, except for zero-car households, in which there were three categories for 0, 1, or 2 or more cars available. Higher scores indicate block groups who have higher densities of multiple populations or households than the average.

Figure 6. Density of Low-Income Households

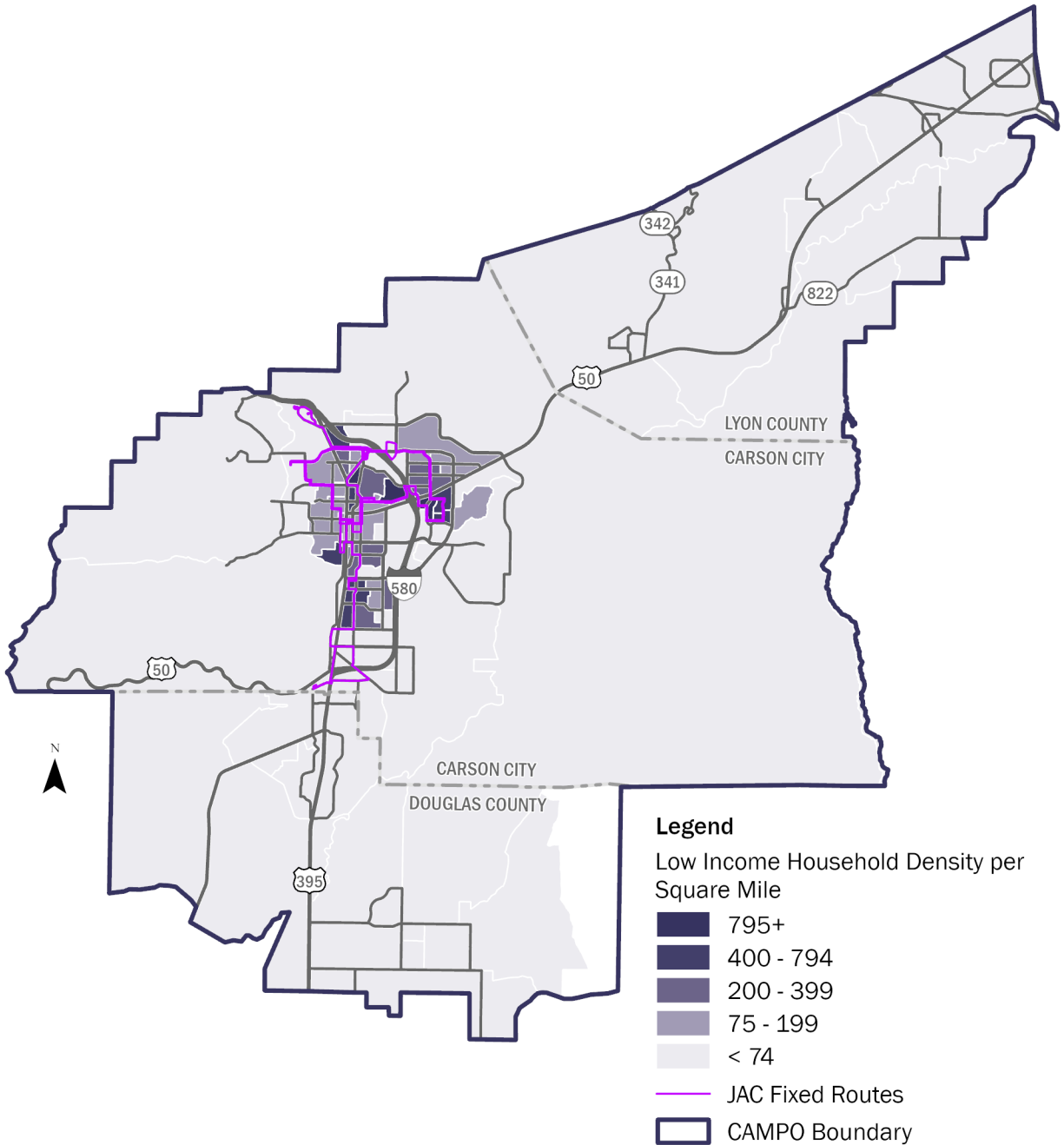


Figure 7. Population Density of People 60 and Older

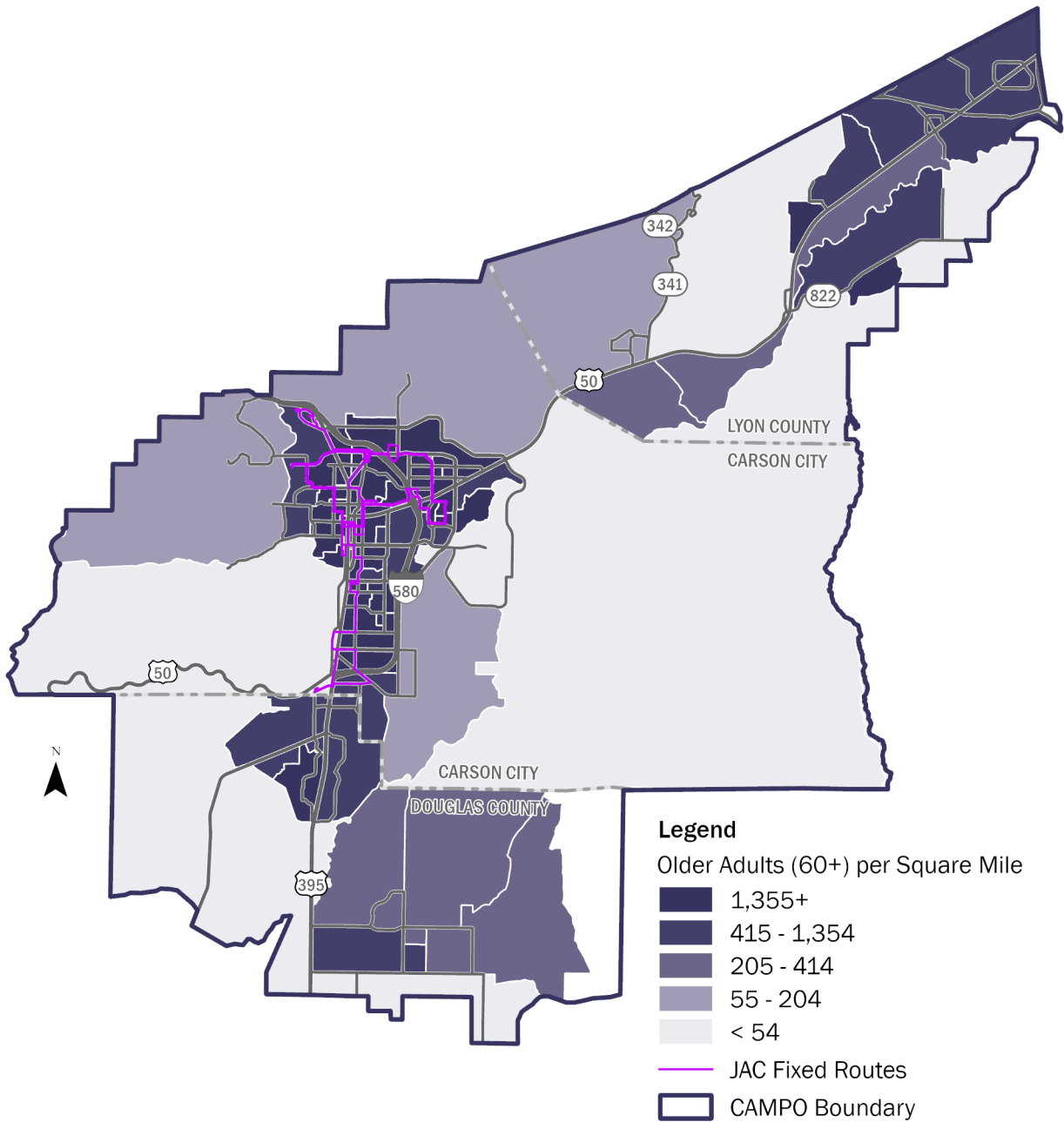


Figure 8. Population Density of People with Disabilities

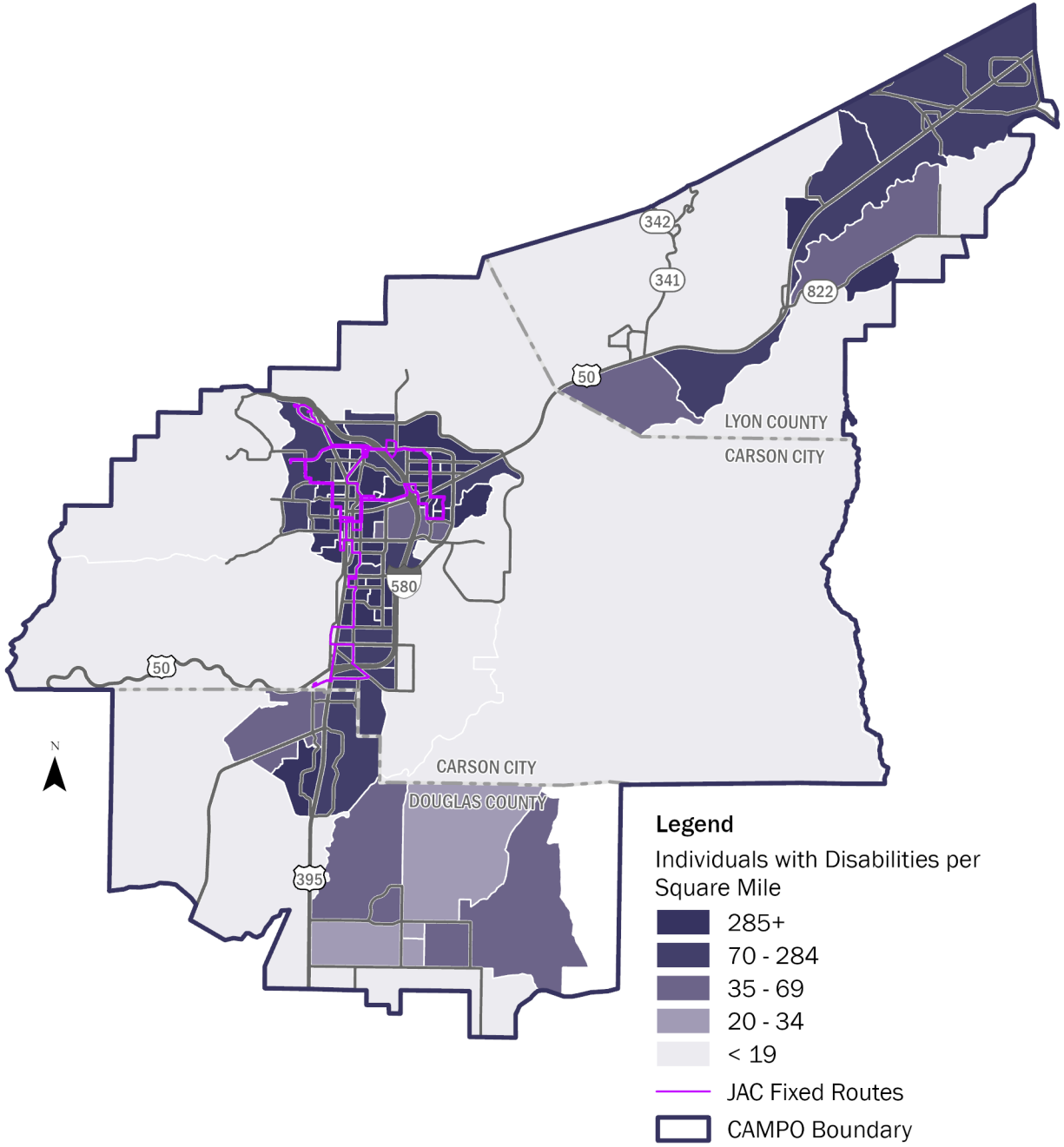


Figure 9. Density of Zero-Car Households

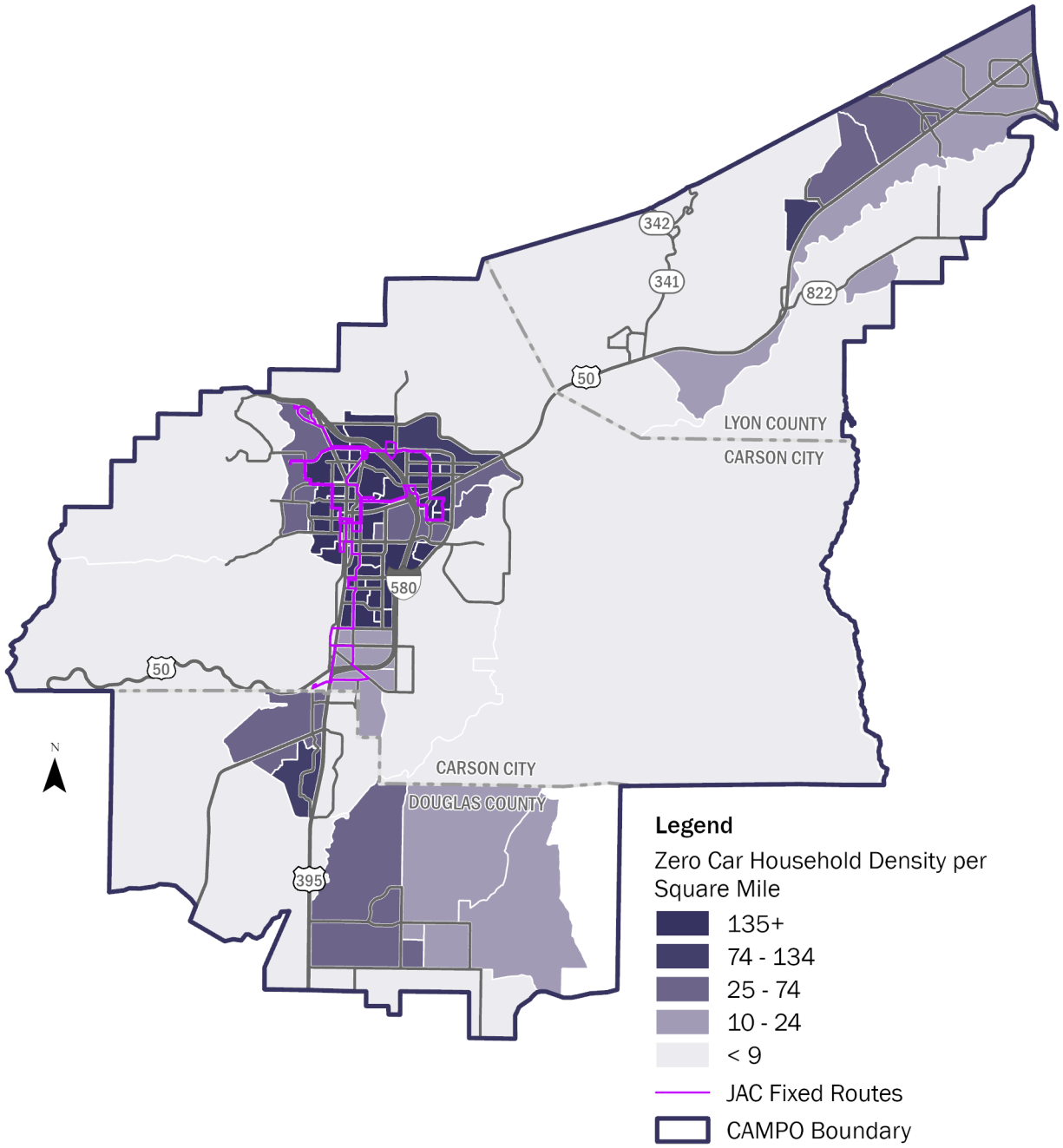
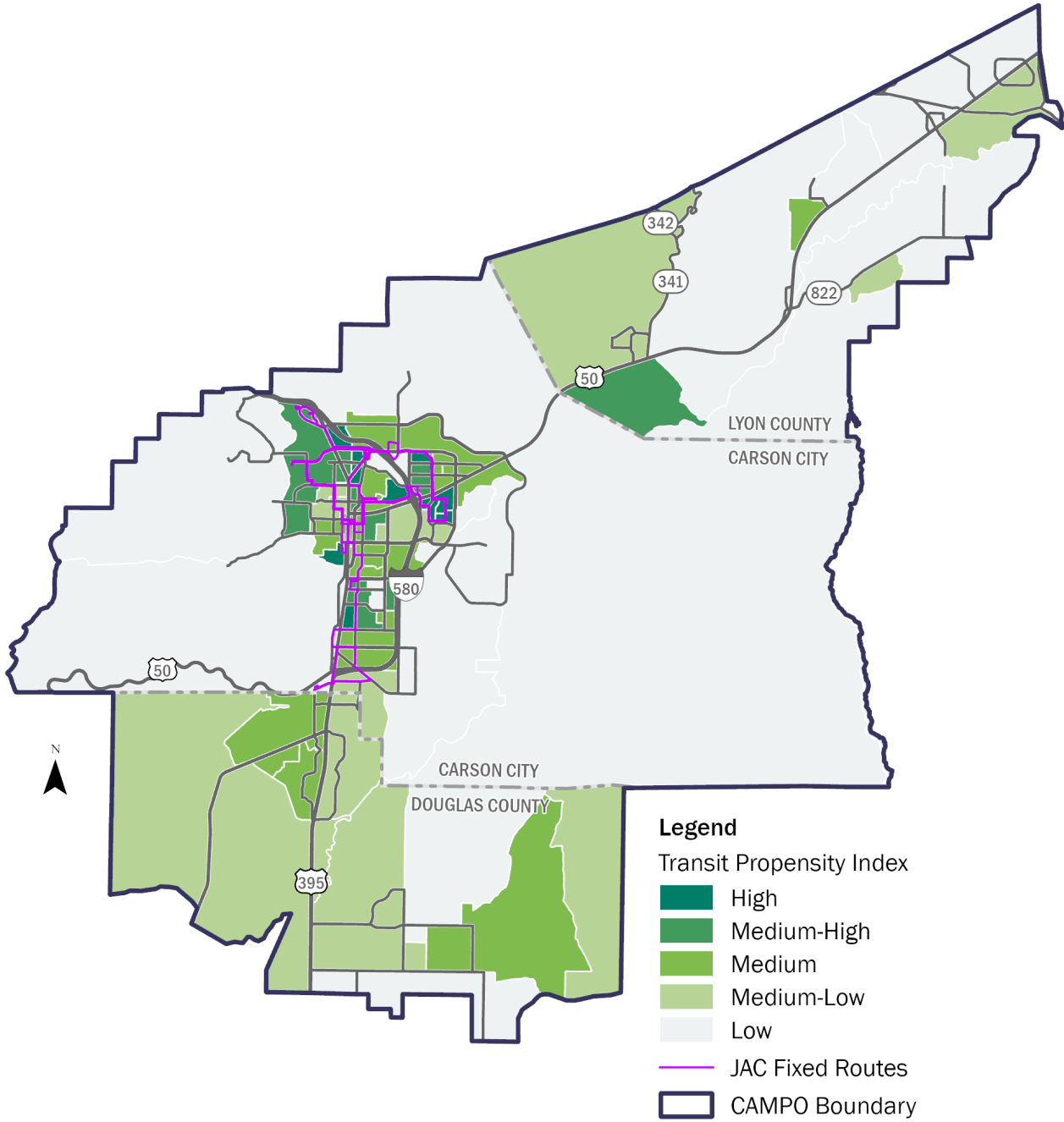


Figure 10. Transit Propensity Index



Employment

In the United States, commuting to or from work was a key driver in transit ridership before the COVID-19 pandemic. Although work trips are still an important source of ridership for agencies, national trends show that trips taken during non-peak times and weekends have grown. In Carson City, American Community Survey (ACS) Census 5-year estimates indicate commuting by public transportation makes up a very small percentage of commuters. The 2017 ACS 5-year estimates indicate that only 0.28% (68 individuals) of workers age 16 and over who commuted to work did so by public transportation. The 2023 ACS 5-year estimates show this percentage at 1.51% (402 individuals). Though still a relatively small percentage of the commuting population, this represents almost a sixfold increase in the number of individuals who commute by public transportation.

The size of the workforce and employment density can still be an indicator of latent demand for transit ridership or areas where future emphasis on service could increase ridership. In 2023, the largest industries in Carson City were public administration, health care and social assistance, and retail trade.²

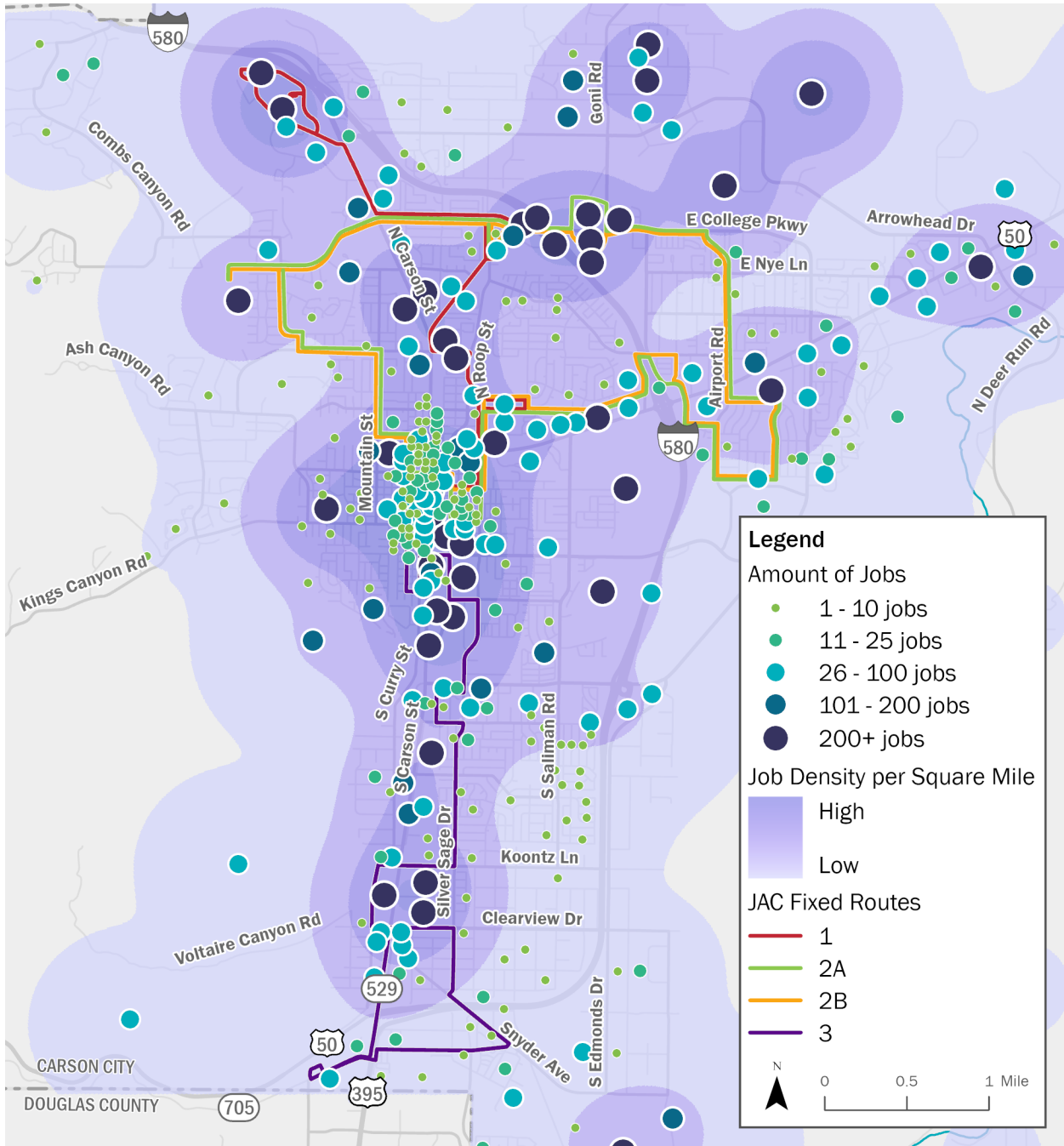
Table 3 lists employment status in the CAMPO area by census tract, and Figure 11 shows employment density across the JAC service area, based on Census Longitudinal Employer-Household Dynamics data.

² <https://datausa.io/profile/geo/carson-city-nv#occupations>

Table 3. CAMPO Employment Status 2023

Census Tract	Population in Labor Force	Population Employed	Population Unemployed	Unemployment Rate	Population Not in Labor Force
Carson City					
1	2,537	1,393	175	6.9%	969
2	3,499	1,917	234	6.7%	1,347
3	3,811	1,627	191	5.0%	1,993
4	3,188	1,549	--	--	1,639
5.01	4,935	3,405	296	6.0%	1,234
5.02	2,403	1,175	24	1.0%	1,204
6.01	2,414	706	169	7.0%	1,539
6.02	2,151	1,398	112	5.2%	641
7.01	3,397	2,337	54	1.6%	1,006
7.02	2,846	1,713	159	5.6%	973
8	4,942	1,917	193	3.9%	2,832
9	4,632	2,575	269	5.8%	1,788
10.01	3,507	2,181	284	8.1%	1,042
10.02	3,844	2,572	88	2.3%	1,184
Subtotal	48,106	26,468	2,249	5.0%	19,390
Douglas County Within CAMPO					
19	1,464	572	108	7.4%	783
20	2,923	1,763	53	1.8%	1,108
21	1,804	1,003	45	2.5%	756
22	5,995	2,608	42	0.7%	3,345
Subtotal	12,186	5,946	248	3.1%	5,992
Lyon County Within CAMPO					
9603.1	1,439	873	69	4.8%	496
9603.3	4,317	2,456	384	8.9%	1,476
Subtotal	5,756	3,330	453	6.9%	1,973
CAMPO Region	66,048	35,744	2,950	5.0%	27,355
Source: US Census American Community Survey 2023 5-Year Estimates					

Figure 11. Employment Density



Urban Design

Land use development patterns have a direct relationship to the viability of public transit. Land use development is outside the control of transit agencies, which means agencies rely on sound regional and local policies to plan for a future that incentivizes the use of existing services and infrastructure. Higher densities of development improve the ability for transit to connect people to multiple trip purposes with the same resources, but road network connectivity, and distance between key destinations also plays a role in how much public transit can be provided within funding constraints.

With connected road networks and infrastructure that makes getting to bus stops feel safe and comfortable, more people can access service.

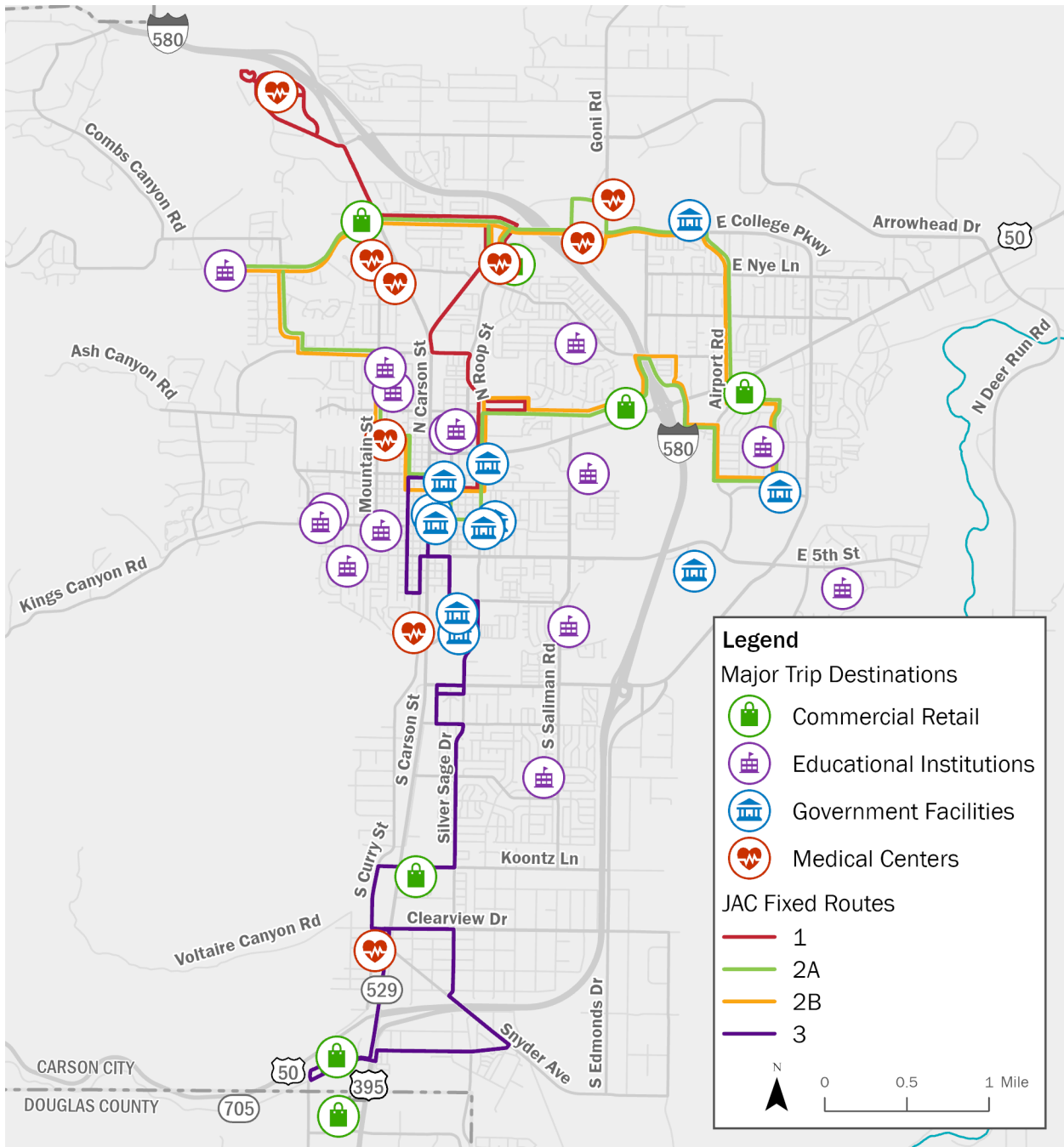
For example, a new housing development with moderate density that could bring demand for transit and increase ridership is only true when the access to transit is a short distance away, usually between 0.25 miles and 0.5 miles. Developments that require people to walk, ride, or roll longer distances to get to the main road to access a transit stop decreases the likelihood of considering transit as a viable mode choice. Improving pedestrian and bicycle infrastructure can help improve access to transit stops. The city's efforts to improve multimodal connections are an example of improvements that benefit public transit users.

Travel time and policies such as unlimited free parking are also important motivators of mode choice. Historic development patterns such as large parking lots along South Carson Street, which require transit riders to walk through parking lots or along long, unshaded blocks to reach their final destination, can reduce the likelihood of consideration of transit. Where buses choose to use side streets instead of main arterials, travel times become less competitive with personal vehicles and reduce the viability of transit as a mode choice.

Major Activity Centers

Major activity centers represent key destinations where people access employment, shopping, medical facilities, schools, recreational sites, social services, and friends and family. These are often areas with greater employment densities as well. Activity centers with multiple trip purposes, or those that have large numbers of visitors, allow transit to be more efficient by capturing where and when people want to travel. Figure 12 illustrates a variety of major activity centers in Carson City.

Figure 12. Major Activity Centers



SECTION 2. EXISTING TRANSIT AND TRANSPORTATION SERVICES

Public Providers

In addition to JAC, there are four public transit service providers operating within the CAMPO region. CAMPO provides for the regional coordination of these providers. Additional information on these transit services is provided below:

Regional Transportation Commission of Washoe County – Regional Connector – Carson Express

The Carson City RTC and the Regional Transportation Commission of Washoe County (RTC Washoe) partner to provide intercity bus service between Carson City and Reno, Monday through Friday, excluding major holidays. Passengers can transfer between JAC, Tahoe Transportation District, RTC Ride (Washoe County's bus system), and Amtrak stations located in Reno.

Tahoe Transportation District (TTD) – Valley Express, South Shore Service & Lake Express

Operated by the Tahoe Transportation District (TTD), Valley Express (19X) and South Shore Service & Lake Express (22) operate daily commuter bus service between South Lake Tahoe, Carson Valley and Carson City. Passengers can transfer between JAC, RTC Washoe and Douglas Area Rural Transit (DART) buses at specific stops along these routes.

Douglas Area Rural Transit (DART)

Operated by Douglas County, Douglas Area Rural Transit (DART) provides a dial-a-ride curb-to-curb bus service for senior and disabled riders as well as a deviated fixed-route service (DART Express). The dial-a-ride service area includes the Johnson Lane and Indian Hills residential areas, which are both located within the CAMPO region. While transfer agreements are not in place, DART riders are able to transfer onto other regional bus services to reach their destination. DART Express, which operates within the Minden/ Gardnerville area (outside of the CAMPO region) uses existing TTD stops, which provide access to Carson City and South Lake Tahoe.

Eastern Sierra Transit Authority (ESTA)

The Eastern Sierra Transit Authority was established in November of 2006 as a Joint Powers Authority between the Counties of Inyo and Mono, the City of Bishop, and the Town of Mammoth Lakes. ESTA offers a variety of bus services, including deviated fixed routes, local in-town dial-a-ride services, multiple town-to-town services throughout the U.S. 395 and U.S.

6 corridors, extending from Reno, Nevada, to Lancaster, California. Table 4 provides a comparison of these publicly funded transit and transportation services.

Table 4. Summary of Transit Service in Carson City Open to the General Public

Service	Geography Served	Types of Service	Days and Hours of Service
CAMPO: Jump Around Carson (JAC)	Carson City	Fixed route, demand response (ADA paratransit, and beyond ADA paratransit)	Monday – Friday 6:30am – 7:30pm Saturdays 8:30am – 4:30pm
RTC Washoe: Carson Express	Reno to Carson City	Fixed commuter route	Weekdays Round trips: 3 morning, 3 afternoon
Tahoe Transit District – 19X Valley Express Daily	Douglas County Community/Sr Center to Downtown Carson City	Fixed route	All days 4 northbound, 5 southbound trips
Douglas Area Rural Transit (DART) Express	Douglas County	Deviated Fixed Route in Minden, Gardnerville, Gardnerville Rancheros	All days 4 northbound, 2 southbound trips
Eastern Sierra Transit – Route 395 North	Reno to Lone Pine, via Carson City (Walmart JAC stop)	Fixed route, call to reserve seat	All days 1 northbound, 1 southbound trip

The CAMPO region also includes transportation options available to riders who fit specific eligibility requirements. Table 5 summarizes these transportation services.

The Carson City School District (CCSD) operates yellow school bus service when school is in session. School-focused transportation options update routes as student enrollment changes from year to year, and aim to be flexible as bell times change between regular days, minimum days (shortened hours), and special bell times.

The Nevada Rural Counties Retired & Senior Volunteer Program (RSVP) provides escorted, door-to-door transportation for seniors and adults with disabilities. Services of the RSVP Program include rides to medical appointments, prescription pick-ups, and nutrition needs such as grocery shopping.

Table 5. Limited or Restricted Eligibility Transportation Services in Carson City

Service	Eligibility	Geography Served	Agency Information	Days and Hours of Service
JAC Assist Complementary ADA Paratransit	ADA paratransit certification with JAC	Carson City	Contracted service	Monday - Saturday Same hours as JAC fixed route
Carson City School District	Public school students	Carson City	CCSD employees	School bell times, school year only
Nevada Rural Counties Retired & Seniors Volunteer Program (RSVP)	Seniors (55+) and adults with disabilities	Full CAMPO boundary (and beyond)	Self-sponsored non-profit 501(c)(3) Corporation	Varies

Private Options

Ride-hailing services are open for all and available 24/7. Capital Cab Company, Uber, and LYFT are available in the CAMPO region. Uber partners with local cab drivers to fulfil some trip requests and advertises a one-way trip between Reno to Carson City to be about \$50. Some senior living facilities also provide shuttles for their residents.

PART 2: COORDINATED HUMAN SERVICES PLAN

The CHSP aims to make transportation more seamless for older adults, individuals with disabilities, and others facing mobility challenges in the CAMPO region. Coordinated human services plans have a specific legal context at the federal, state, and regional levels, and must be updated every five years. This document represents the latest update of the CHSP for the CAMPO region.

SECTION 1. THE WHY, WHO, AND HOW OF A COORDINATED PLAN

Why a Coordinated Plan?

There is a common need to travel throughout the CAMPO region in day-to-day life - whether that means getting to work, making it to a medical appointment on time, running errands, shopping for groceries, or visiting loved ones.

For many people such as, older adults, people with disabilities, veterans, people with low incomes who may not be able to afford a car, youth, and people who speak limited English getting from point A to point B can be a major barrier to living life to its fullest.

This is especially true in rural areas outside of more urbanized areas like Carson City, where distances between destinations can be long, inclement weather can present challenges, and public transit is less feasible. Even when destinations are nearby, invisible barriers like jurisdictional boundaries can have an isolating effect for reasons that aren't always understood by the public, regardless of physical barriers like highways, railroads, and rivers that can have similar effects.

How can we address transportation needs and fill gaps for these target population groups? Ultimately, answering this question is the purpose of the CHSP.

Whom Does this Plan Serve?








The primary focus of CAMPO's CHSP is to improve transportation options and access to services for the following target population groups:

						
Older Adults (Aged 65 and older)	Youth (Ages 10 to 17)	Individuals with Disabilities	Individuals Living in Poverty	Individuals with Limited English Proficiency	Tribal Nations	Veterans

Historically, these population groups have higher rates of transit dependency and lower access to personal vehicles. As described in Figure 13, these conditions make mobility a challenge, particularly in rural areas and in locations without access to public transit services. The following sections provide a further look into the socioeconomic characteristics of the target populations within the study area, as well as a discussion of major trip generators and employers in the region.

Two additional target populations this plan focuses on are households with no vehicles and unhoused individuals. Individuals and families with no vehicle have limited mobility options when there is no direct access to transit services. Without transit, these individuals must rely on rides from friends and family members. Similarly, unhoused and transitional populations often struggle with limited access to transit and often have limited means to pay for public transit services. These populations significantly benefit when transit services are designed to provide access to government services, employment, and food access.

Figure 13. Mobility Challenges of Target Populations

Target Population	Common Mobility Challenges
 <p>Older Adults (aged 65 and older)</p>	<p>There are a variety of reasons older adults may drive less frequently or even at all, including health challenges, comfort behind the wheel, and the need to use or bring mobility devices. As such, older adults may need additional support for mobility, and transit can help meet that need.</p>
 <p>Youth Populations (ages 10 to 17)</p>	<p>Youth populations, particularly those younger than 18, may have issues accessing key destinations like schools, after school care, or community centers, due in part to the fact that many cannot yet drive themselves; however, some families may have only one or no vehicle at all. Further, families may not live in a location where they have direct access to public transportation services.</p>
 <p>Individuals with Disabilities</p>	<p>Individuals with disabilities may have physical or cognitive challenges that make it difficult to operate a vehicle, or to travel on their own without assistance from others. Individuals with disabilities may need additional support for mobility from caregivers or family members.</p>
 <p>Individuals Living in Poverty</p>	<p>Individuals living in poverty tend to use transit more frequently than the general public because they may not have the financial ability to purchase, own, maintain, or fuel a personal vehicle. However, even public transportation services may be cost-prohibitive for these populations.</p>
 <p>Limited English Proficiency</p>	<p>Limited English speakers may face additional challenges accessing and understanding available transportation programs, including public transit. The needs of this demographic group are important to consider improving access to services such as healthcare, grocery shopping, and jobs.</p>
 <p>Tribal Nations</p>	<p>Indigenous populations commonly live on tribal lands, often located in more “rural” and isolated areas of a given region or state. Transportation often is a challenge for tribal areas given limited access in that many individuals often fall under other target categories as well (i.e., may have a disability, be an older adult, living in poverty, etc.)</p>
 <p>Veterans</p>	<p>Veterans often face several barriers to receiving care and may have financial challenges that make travel costs for healthcare appointments burdensome. Veterans living in rural areas must travel longer distances and may not have immediate access to healthcare providers or specialists. Further, many Veterans need to access the Veterans Administration or hospitals, which may be long distances away and have a limited number of appointments.</p>

How Does the CHSP Fit into the Federal, State, and Regional Context?

Federal Context

The Enhanced Mobility of Seniors & Individuals with Disabilities Program (FTA Section 5310) is a key federal funding source that supports transportation services for older adults and individuals with disabilities. To receive Section 5310 funds, proposed projects must be included in a locally developed and adopted coordinated public transit-human services transportation plan (coordinated plan). The FTA requires that coordinated plans:

- Be developed through a participatory public process that includes input from older adults, individuals with disabilities, low-income populations, veterans, caregivers, and representatives of public, private, and nonprofit transportation and human service agencies.
- Identify transportation needs, gaps, and barriers, especially for transportation-disadvantaged populations.
- Include strategies and prioritized projects that improve mobility and coordination.
- Be updated at least every five years.

State Context

In Nevada, NDOT administers federal Section 5310 funding and provides statewide guidance for coordinated planning. NDOT requires that local and regional coordinated plans meet federal criteria and demonstrate meaningful collaboration among stakeholders. While NDOT does not approve local plans, it must certify to FTA that the required plan elements are included before awarding Section 5310 funds.

According to NDOT guidance, coordinated plans in Nevada must:

- Be locally developed through an open, inclusive process with participation from:
 - Older adults
 - Individuals with disabilities
 - Tribal representatives
 - Veterans
 - Low-income individuals
 - Public, private, and nonprofit transportation providers
 - Human services agencies and other stakeholders

- Include:
 - A community and regional profile
 - An inventory of existing transportation services
 - An assessment of transportation needs and service gaps
 - Strategies and coordination opportunities
 - Priority projects eligible for Section 5310 funding

- Be adopted by local governing bodies
- Be updated every five years

NDOT recently completed an update of the Nevada Statewide Coordinated Public Transit–Human Services Transportation Plan (2025–2029). This update establishes statewide goals and strategies to improve mobility and coordination for transportation-disadvantaged populations. The CAMPO CHSP update aligns with this statewide effort and is intended to complement NDOT’s statewide framework.

Regional Context

CAMPO is the federally designated MPO for the urbanized area covering Carson City, northern Douglas County, and western Lyon County. As the MPO, CAMPO is responsible for administering a continuous, cooperative, and comprehensive (3C) transportation planning process in cooperation with the state and public transportation operators. As such, CAMPO has historically assumed the lead role in the development of the CHSP.

This plan builds on CAMPO’s Regional Transportation Plan (RTP) and integrates priorities from local transit providers, including Jump Around Carson (JAC), Douglas Area Rural Transit (DART), Lyon County Human Services, and mobility programs operated by public agencies, and nonprofits. The plan also supports ongoing efforts to provide access to employment, medical services, education, veterans’ services, social service programs, and intercity travel connections.

Regional Coordination

Transportation needs in the CAMPO region extend beyond city and county boundaries, requiring strong cross-agency and interregional collaboration. Residents frequently travel for employment, medical appointments, education, veterans' services, and social services to nearby destinations such as Reno/Sparks, Lake Tahoe, Minden/Gardnerville, Dayton, and Fallon. To support this regional mobility, CAMPO works closely with neighboring planning organizations and service providers to coordinate service delivery, funding strategies, and program eligibility.

Regional mobility coordination in the CAMPO region includes collaboration with:

- **Tahoe Transportation District (TTD)** – Provides fixed-route and demand-response services connecting Lake Tahoe communities with Carson City.
- **RTC Washoe** – Offers interregional transit connections to Reno/Sparks, including medical and employment access.
- **Lyon County Human Services (LCHS)** – Provides demand-response transportation for residents in Dayton, Fernley, and Silver Springs with links to Carson City.
- **Douglas Area Rural Transit (DART)** – Operates demand-response and deviated fixed-route services in Minden/Gardnerville with connections to Carson City.
- **Nevada Rural Counties Retired & Senior Volunteer Program (RSVP)** – Supports volunteer driver programs serving older adults and individuals with disabilities across rural Nevada.
- **Neighbor Network of Northern Nevada (N4)** – Offers mobility assistance and volunteer transportation options for people with disabilities.
- **Tribal partners**, including the **Washoe Tribe of Nevada & California**, who operate community transportation services that link tribal communities to urban amenities and services.
- **Health and human service agencies**, including the Carson City Senior Center, Carson-Tahoe Regional Medical Center, and Western Nevada College, among others, which rely on coordinated mobility to support access to essential services.

These partnerships help reduce duplication of services, leverage limited transit resources, support coordinated eligibility systems, and improve network connectivity across rural and urban areas. Continued regional coordination is essential for addressing unmet mobility needs, especially among older adults, veterans, people with disabilities, and low-income residents who depend on specialized transportation options.

SECTION 2. TRANSPORTATION NEEDS ASSESSMENT

The CAMPO region faces a range of transportation challenges that affect older adults, individuals with disabilities, low-income residents, and other populations who rely most heavily on public and human service transportation. Input from the CAMPO RTP public survey and community meetings, agency and community partner interviews, and past planning efforts reveal both persistent needs and emerging issues. In addition, two Steering Committee workshops were held to first identify needs and then prioritize strategies. The following themes summarize the most significant challenges facing the region.

Assessed Needs

Limited Service Hours and Regional Connectivity

Transit service remains limited in the evenings and on weekends, restricting access to jobs with non-traditional schedules, evening classes, community activities, and urgent medical appointments. Some residents living within Carson City as well as many residing in neighboring areas like Reno, Dayton, Minden, and Gardnerville struggle to reach destinations outside of their respective communities for a variety of needs and services. Evening and weekend service hours, along with strengthening regional connections, support workforce participation, access to medical care, and overall mobility.

Stakeholders emphasized the need for:

- Interconnected stops and regional hubs that link Carson City with Lyon County and neighboring jurisdictions.
- Improved coordination between regional services and more flexible scheduling to accommodate same-day medical appointments or multiple trips in one week.
- Amenities such as Wi-Fi and bike racks at hubs to make regional travel more accessible and attractive.
- Interlocal agreements to share costs of intercounty routes, maximizing cost efficiencies.

Further expansion of service hours and regional connectivity will require increased funding and strengthened partnerships with neighboring counties.

Access and Infrastructure Deficiencies

The physical environment continues to pose barriers to transit use, especially for seniors and individuals with disabilities. Many stops lack shelters, benches, and lighting, and incomplete sidewalk networks often make reaching transit unsafe or inconvenient.

To address these challenges, stakeholders identified the need for:

- Access enhancements such as ADA-compliant curb ramps, sidewalk improvements, and better roadway conditions (particularly in residential areas).
- Clear signage and route information at stops and online.
- Better “first/last mile” connections from riders’ front doors to transit hubs.
- Expanded bike and pedestrian infrastructure, including bike racks and improved connectivity to JAC hubs.
- Design considerations for poor weather conditions to make travel safe year-round.

Such improvements are vital to ensuring transit is safe, comfortable, and accessible for all residents.

Paratransit, Flexibility, and Specialized Services

While existing paratransit and volunteer driver programs are highly valued, riders increasingly seek flexible, door-to-door, and same-day service options that reduce travel time and accommodate a wide range of mobility needs.

Stakeholders highlighted additional needs:

- Increased funding and availability for low-income and specialized services.
- Expanded operating hours for paratransit and specialized transportation.
- More one-off, individual trips for urgent or non-routine needs (e.g., same-day medical appointments, transportation for single parents with children).
- Enhanced coordination and communication between transit providers and medical offices to align scheduling with transportation capacity.
- Partnerships with healthcare and human service providers to streamline client transportation.

Affordability, Equal Access, and Language Access

Although fares are generally viewed as affordable, challenges remain in purchasing and accessing fare media, particularly for those without smartphones or bank accounts. Stakeholders also raised concerns about language access and communication barriers.

Additional needs identified include:

- Cheaper fares and expanded access to financial assistance resources (e.g., free or subsidized bus passes).
- Bilingual or multilingual customer service, including phone support and verbal announcements in multiple languages.
- Simplified fare systems and physical pass outlets that are accessible by transit.
- Additional signage and real-time updates during poor weather or service changes.

Addressing affordability and language access will help ensure all residents—regardless of income or language proficiency—can use transit the same as any other resident.

Service Quality and Workforce Sustainability

Transit reliability, frequency, and customer experience are core concerns across the region. Riders have reported frustration with inconsistent service, and many agencies face systemic issues related to driver shortages and limited operating resources.

Steering Committee and workshop participants underscored the importance of:

- Improving driver retention and compensation to ensure consistent service quality.
- Enhanced customer service training for drivers and staff.
- Creating mechanisms for ongoing rider feedback through regular surveys.
- Developing a central hub or office that is more accessible to the public for lost items or service information.

Addressing workforce sustainability is foundational to maintaining reliable and responsive transit service in the long term.

Information, Awareness, and Rider Education

Many residents remain unaware of available services or find information difficult to navigate. Riders expressed interest in clearer signage, real-time updates, and easier access to route maps, fees, and schedules.

Additional needs include:

- Outreach and education campaigns at community events, schools, and senior centers.
- Creative and unified advertising to improve visibility of all mobility options in the CAMPO region.
- Partnerships with local organizations to expand communication channels.
- A single, easy-to-use “one-stop” app or resource that consolidates all transit provider information.

Enhanced communication and education efforts will be key to increasing ridership and ensuring residents can confidently navigate the regional transportation network.

Coordination and Innovation

Stakeholders consistently call for stronger coordination among jurisdictions, service providers, and partner organizations to reduce duplication and increase efficiency. Priorities include:

- Working with medical providers, schools, and human service agencies to coordinate trip scheduling and service delivery.
- Expanding partnerships with nonprofits and employers in high-use industries where transit is currently limited.

- Developing integrated technology systems or applications that connect users to all available transportation resources.
- Encouraging community-wide understanding of how various transportation programs fit into the broader mobility landscape.

Collaborative and innovative approaches, particularly technology-driven and cross-sector initiatives, will be essential for improving service delivery and long-term sustainability.

Summary of Needs

The CAMPO region’s transportation needs reflect both enduring service and infrastructure gaps and new challenges shaped by workforce and demographic trends. The highest priorities identified include:

- Expanding service hours and regional connections.
- Addressing infrastructure and access gaps.
- Enhancing flexibility and specialized transportation options.
- Improving affordability, language access, and communication.
- Strengthening the transit workforce and coordination among partners.

These identified needs provided a basis in formulating the themes developed in subsequent community engagement efforts. Meeting these needs will require sustained funding, interagency collaboration, and a people-centered approach that places equal mobility and inclusion at the forefront of planning and operations.

Community Engagement

In addition to the input received from the CAMPO RTP public survey, RTP community meetings, and agency and community partner interviews, two Steering Committee workshops were held to identify needs and prioritize strategies.

Steering Committee Workshop Summary

In October 2025, CAMPO convened a Steering Committee Workshop as part of the CHSP update process. The workshop brought together representatives from local government agencies, transportation providers, human and social service organizations, and community partners. Participants included representatives from the following agencies and organizations:

- Carson City Board of Supervisors
- Carson Tahoe Regional Medical Center
- Lyon County Human Services
- Nevada Department of Transportation
- Nevada Rural Counties Retired & Senior Volunteer Program
- Rural Center for Independent Living

- Western Nevada College

The purpose of the workshop was to review progress on the plan, validate emerging themes from public outreach, and collaboratively identify key transportation needs, opportunities, and strategies for improving mobility in the region.

Workshop Structure and Activities

The session began with introductions and background context on the purpose of the CHSP—highlighting its role in improving mobility for seniors, individuals with disabilities, and low-income residents, and its federal requirement for inclusion of FTA Section 5310-funded projects. Facilitators reviewed previous planning efforts, including the 2019 JAC Transit Development and Coordinated Human Services Plan, and discussed demographic and policy changes since that time, such as population shifts, new funding programs, and lessons learned from the COVID-19 pandemic.

Participants then engaged in a series of interactive small-group exercises designed to encourage discussion and collaboration across agencies to identify needs and opportunities.

Needs and Opportunities Exercise

Participants reflected on how transportation mobility has evolved over the past five years, identifying what works well today and where service or access remains limited. Groups reported key needs and opportunities which were grouped into themes.

Strategy Development Exercise

Building on identified needs, participants brainstormed actionable strategies for inclusion in the plan's implementation framework. The resulting ideas emphasized interagency collaboration, expanding partnerships, workforce flexibility and sustainability, innovative programs to support outreach, and exploring funding solutions.

Outcomes and Next Steps

The workshop outcomes reaffirmed and refined the seven plan themes guiding the CHSP update. Participants reached consensus on the importance of expanding regional connectivity and service flexibility, strengthening coordination among providers and funding partners, investing in infrastructure and workforce development, enhancing public awareness and communication tools, and ensuring affordable access for all riders.

Facilitators summarized the group discussions, noting broad agreement around prioritizing funding for specialized transportation, developing partnerships with healthcare and social service agencies, and incorporating technology to improve access and coordination. These inputs directly informed revisions to the Needs Assessment and Strategy Framework sections of the plan.

The session concluded with an overview of next steps, including compiling and refining the strategy list, drafting implementation actions, and scheduling follow-up Steering Committee meetings to review the full draft plan and funding recommendations.

Summary

The Steering Committee Workshop served as a cornerstone event in the CHSP update process, providing a collaborative forum to ground the plan in real-world experience and stakeholder expertise. Through group discussion and structured exercises, participants confirmed regional priorities, surfaced new ideas, and helped shape a forward-looking, coordinated framework for improving mobility options for the CAMPO region's most vulnerable populations.

SECTION 3. GOALS AND STRATEGIES

Goals

The project team developed goals based on the themes identified during the needs and opportunities exercise at the first Steering Committee workshop. Goals and strategies articulate what the coordinated plan seeks to achieve and highlight the value that coordination brings to regional transportation. Goals provide the overarching context for the plan, defining what it aims to accomplish from a regional perspective. They also serve as guideposts for implementing strategies and shaping the ongoing and future work of the Steering Committee. The goals and their descriptions are captured in the following section. The themes and their respective goals are numbered for easy reference, but are not in any order:

THEME 1

SERVICE & CONNECTIVITY

- ✔ Extend hours via partnerships
- ✔ Strengthen regional links

THEME 2

ACCESS & INFRASTRUCTURE

- ✔ Safer, more accessible facilities

THEME 3

SPECIALIZED MOBILITY

- ✔ Options for seniors, people with disabilities & rural residents
- ✔ Improved service for special populationsn regional links

THEME 4

AFFORDABILITY & EQUITY

- ✔ Affordable access for all
- ✔ Equitable & multilingual information

THEME 5

SERVICE QUALITY & WORKFORCE

- ✔ Reliable service & better rider experience
- ✔ Workforce recruitment & retention

THEME 6

RIDER INFORMATION

- ✔ Service awareness
- ✔ Modern information tools

THEME 7

COORDINATION & INNOVATION

- ✔ Provider & agency coordination
- ✔ Innovation support

Strategies

Strategy Development

The development of strategies preceded the formal articulation of goals during the first Steering Committee workshop. The session began with a guided discussion, followed by facilitated breakout groups in which participants identified needs and opportunities related to each of the themes outlined above. A complete record of the workshop notes, including all identified needs and opportunities, is provided in Appendix A. Examples of some of the most salient needs and opportunities are summarized below:

IDENTIFIED NEEDS	IDENTIFIED OPPORTUNITIES
 <p>Expanded service hours, flexible scheduling (especially for medical, workforce same-day needs)</p>	 <p>Partnerships: healthcare, workforce, school districts, public works, economic development, Managed Care Organizations</p>
 <p>Regional connectivity, inter-county travel options</p>	 <p>Development of mobility management consortium (quad-county)</p>
 <p>Improved coordination between transit, medical, schools, human services</p>	 <p>Marketing, outreach, education campaigns (multi-stream, multi-platform)</p>
 <p>Infrastructure upgrades: sidewalks, stops, hubs, accessibility improvements</p>	 <p>New technology tools: apps, TVs/screens, route info displays, enhanced fare media</p>
 <p>Affordable service, access to fare support for low-income riders</p>	 <p>Vanpool / microtransit expansion concepts</p>
 <p>More specialized transportation options (low-income, single parents, disability support, same-day trips)</p>	 <p>Sponsorships, advertising revenue (business/community partners)</p>
 <p>Workforce stability, competitive driver wages</p>	 <p>Training: better customer service, disability competency, driver professional development</p>
 <p>Better rider information access (maps, signage, wayfinding, service clarity)</p>	 <p>Using data, shared transparency to improve trust, delivery, and system performance</p>
 <p>Stronger public-facing customer service, language support</p>	 <p>Learn from peer best practices models (including “Disney-level customer experience” expectations)</p>
 <p>Technology-enabled access: real-time info, all-in-one app, easier communication channels</p>	

The project team worked with the Steering Committee at the October workshop to establish more detail in the development of the strategies, and included feedback received through the public survey to ensure the strategies were echoing the needs of both the steering committee and the community as a whole.

Strategy Prioritization

Based on feedback from the second Steering Committee workshop, strategies were prioritized as high, medium, and low, with suggested implementation timelines for each priority level. Project timelines range from short (1-2 years) to medium (3-4 years) to long (5+ years). Priority level is not synonymous with implementation readiness, or the time a strategy may take to implement.

High Priority. To begin meeting project goals and closing needs, CAMPO should consider prioritizing several basic investments and programs in coordination with regional stakeholders. The measures included in the high priority tier are those which have been deemed important by the Steering Committee in the next couple of years.

Medium Priority. The impacts of these strategies are also consequential, but they are not the highest priority. Some strategies under the Medium Priority tier may also benefit from High Priority strategies being implemented. For example, a pilot flexible transit route may be more successful if there is already an understanding of which communities would be most likely to ride such a service, along with more direct in-person marketing of transit options.

Low Priority. Included in the proposed strategies are proposed policies that address larger ongoing challenges, for example, the impacts of census changes and unintended consequences of isolation. These proposed policies are assigned a long-term timeframe, as they will require consideration in the context of all future transportation decisions

The project team used the strategy rankings to create the implementation plan for the region. The implementation plan depicts strategies with their goals, proposed implementation agency (or team—to be discussed later in the plan), proposed time to implement, and the priority assigned to the strategy.

Coordinated Plan Strategy Matrix

The strategy matrix is summarized in Table 6 through Table 12, broken out by theme. Based on the prioritization activity captured in the second workshop, *in general*, strategies receiving the most support were listed in the top two spaces as “high” priority, strategies in the 3rd and 4th spaces are “medium” priority, and strategies in the 5th ranked spot and greater are “low” priority. Other factors, such as funding availability, may impact a strategy’s overall ranking as well as feasibility of the implementation schedule.

It is important to note that while some of the strategies listed below were ranked as a high priority, all the strategies established by the Steering Committee are of equal importance for region-wide coordinated planning. The strategies below are simply those designated for priority implementation by the Committee and were identified as initial steps the community partners must take to become better coordinated.

Note: Strategies that have an asterisk (*) are incorporated as part of the STTP. A coordinated effort must be made by JAC and the Steering Committee for documentation of joint strategies.

Table 6. Theme 1: Improved Service and Regional Connectivity for Target Populations

Goal	Strategy	Timeline	Priority Ranking
Goal 1.1 – Increase access through partnerships for extended transit hours	1.1.1 Analyze demand for evening/weekend service.*		
	1.1.2 Pilot late-evening service for workforce and education needs.*		
	1.1.3 Use flexible driver scheduling to support expanded hours.*		
	1.1.4 Coordinate with employers and schools to align service.*		
Goal 1.2 – Strengthen regional connections	1.2.1 Develop cross-county connector services.*		
	1.2.2 Establish interlocal agreements for cost-sharing.		
	1.2.3 Conduct regional mobility study.		
	1.2.4 Coordinate with healthcare providers for medical trips.		
	1.2.5 Explore potential contracting partnerships with MTM, the current statewide broker for Non-Emergency Medical Transportation (NEMT) trips.		



Table 7. Theme 2: Universal Access and Infrastructure Enhancements

Goal	Strategy	Timeline	Priority Ranking
Goal 2.1 – Improve safety, comfort, and access to transit facilities	2.1.1 Inventory and prioritize bus stop upgrades.*		
	2.1.2 Develop a plan for amenity improvements: shelters, lighting, benches, and ADA upgrades.* <i>(There is an ADA transition plan for Carson City)</i>		
	2.1.3 Improve pedestrian and bicycle access to stops.*		
	2.1.4 Prioritize snow removal and safety measures.*		
	2.1.5 Create accessibility maps for mobility device users.*		



Table 8. Theme 3: Flexible and Specialized Transportation Services

Goal	Strategy	Timeline	Priority Ranking
Goal 3.1 – Provide mobility options for seniors, individuals with disabilities, and rural residents	3.1.1 Examine paratransit service area to determine service effectiveness.*		
	3.1.2 Pilot microtransit in underserved areas.*		
	3.1.3 Partner with taxis and rideshare for same-day service.*		
	3.1.4 Coordinate non-emergency medical transportation programs.		
	3.1.5 Develop urgent one-time trip protocols.		
Goal 3.2 – Enhance service quality for special populations	3.2.1 Expand driver customer service and disability training.		
	3.2.2 Establish a Paratransit Advisory Group which meets regularly.		
	3.2.3 Partner with human services on individualized travel support.		



Table 9. Theme 4: Affordability, Equal Access, and Language Access

Goal	Strategy	Timeline	Priority Ranking
Goal 4.1 – Ensure transit affordability and access to all residents	4.1.1 Expand reduced fare programs using income verification.*		
	4.1.2 Introduce family and youth discounts.*		
	4.1.3 Implement fare capping and mobile wallets.*		
Goal 4.2 – Improve equal access of information and communication	4.2.1 Offer bilingual customer service.*		
	4.2.2 Translate key rider information.		
	4.2.3 Ensure cash and non-digital fare options.*		



Table 10. Theme 5: Service Quality and Workforce Sustainability

Goal	Strategy	Timeline	Priority Ranking
Goal 5.1 – Improve reliability and rider experience	5.1.1 Improve on-time performance tracking.*		
	5.1.2 Reassess routes for efficiency.*		
	5.1.3 Implement rider feedback dashboard.		
Goal 5.2 – Support workforce recruitment and retention	5.2.1 Offer part-time and flexible shifts.*		
	5.2.2 Establish safety and wellness programs.		



Table 11. Theme 6: Rider Awareness, Information, and Education











Goal	Strategy	Timeline	Priority Ranking
Goal 6.1 – Increase awareness of available services	6.1.1 Create regional mobility guide.		
	6.1.2 Conduct outreach at schools, libraries, and clinics.		
Goal 6.2 – Modernize information tools	6.2.1 Install real-time info displays.*		
	6.2.2 Enhance trip planner and service alerts.*		
	6.2.3 Improve stop signage with QR codes and maps.*		



Table 12. Theme 7: Coordination and Innovation

Goal	Strategy	Timeline	Priority Ranking
Goal 7.1 – Strengthen coordination among providers and agencies	7.1.1 Continue participation in Quad-County Mobility Working Group (different than para group for JAC).		
	7.1.2 Expand data sharing and scheduling collaboration with transit providers in the CAMPO region. *		
	7.1.3 Develop partnerships with healthcare, education, and workforce agencies.		
Goal 7.2 – Support innovation	7.2.1 Pilot regional mobility app integration. *		
	7.2.2 Advance mobility management partnerships.		
	7.2.3 Pursue joint funding and grant opportunities.		
	7.2.4 Develop transit value briefing materials. *		



Strategy Implementation Champions

The project team guided the steering committee to continue a discussion on which agencies would support the implementation of each strategy once the plan is approved. Some agencies can volunteer to lead the implementation of strategies; others may offer general support toward the implementation of a strategy. The team has created a shared table so agencies can “volunteer” by signing up to be a strategy champion. There are still some strategies which community partners need to identify a champion. As such, the Strategy Champions document will continue to be a working document on a shared drive for CAMPO and the Steering Committee to actively manage for tracking and updating progress.

SECTION 4. FUNDING AND IMPLEMENTATION

Potential Funding Sources

Federal programs provide the backbone of human services transportation funding. Medicaid's Non-Emergency Medical Transportation (NEMT) program is the largest source, covering trips to medical appointments, while the Veterans Transportation Service (VTS) supports veterans' access to healthcare. The Older Americans Act (Title III-B and Title VI) funds senior and Native elder transportation, and the Nevada Temporary Assistance for Needy Families Program (TANF) supports low-income families with children.

The FTA provides essential funding through several programs:

- **Section 5310 (Enhanced Mobility of Seniors & Individuals with Disabilities):** Provides vehicles and services specifically for seniors and people with disabilities (approximately \$597,000 for the State of Nevada in 2024). JAC uses this funding source as a capital cost for operating for the contracted services.
- **Section 5339 (Bus and Bus Facilities):** Nevada received a partial apportionment of \$4M for new buses and facility improvements.
- Broader federal transit funding also increased through the 2022 omnibus and the **Infrastructure Investment and Jobs Act (IIJA)**, which boosted highway and transit funding by 44–58% over 2021 levels.

In addition, FTA funds technical assistance and planning through programs such as the National Aging and Disability Transportation Center (NADTC) and the National Center for Mobility Management (NCMM), which regularly release grants for accessibility, innovation, and community planning.

State and local funding options are limited, and some potential sources would require legislative action. For example, Nevada Revised Statutes (NRS) Chapter 377A.080, which is the statute that allows for the creation and authority of a regional transportation commission (RTC), also allows tax for a public transit system. Specifically, an RTC may “appropriate money in the public transit fund accumulated by a county to provide a public transit system for that county if the system is included in a regional transportation plan adopted by the regional transportation commission.” The JAC system meets this basic requirement and therefore would be eligible for a dedicated tax to support the system. This could come from a percentage of the sales tax as the RTCs in Clark and Washoe Counties have implemented but would require voter approval.

Similarly, NRS 271 pertains to the ability of a municipal governing body to designate an improvement district which could be assessed for a special benefit such as “a project to provide local transportation for public use, and includes works, systems and facilities for transporting persons, rolling stock, equipment, terminals, stations, platforms and other

facilities necessary, useful or desirable for such a project.” The Carson City Board of Supervisors would need to approve any improvement district.

Other potential revenue sources include funds generated through advertising on buses and shelters or through interlocal funding agreements with partner agencies.

Plan Implementation

Implementation Priorities

The number and complexity of the strategies outlined in the prior tables pose difficulties when considering where to start. Using the timeline and priority metrics, along with considerations regarding the complexity of implementation. Table 13 recommends which strategies should be implemented first. As these recommended strategies are completed, additional ones can be started or new ones added as time, funding, or resources become available.

Implementation Processes

Public engagement planning and stakeholder meetings, along with other considerations, will play a key role in the CHSP and how the recommendations are implemented. As JAC and CAMPO staff, working with the Steering Committee begin implementing elements of the CHSP, there are several next steps to consider, including the continuance of working group meetings, the development of appropriate performance measures, and the formation of implementation groups to help move strategies forward. The following considerations are intended to assist in the implementation of the strategies outlined.

Table 13. Implementation Roadmap

Goal	Strategy	Timeline	Priority
4.2.3	Ensure cash and non-digital fare options		
1.2.5	Ensure potential contracting partnerships with MTM, the current statewide broker for Non-Emergency Medical Transportation (NEMT) trips		
3.2.1	Expand driver customer service and disability training		
2.1.2	Develop a plan for amenity improvements: shelters, lighting, benches, and ADA upgrades		
6.1.2	Create a regional mobility guide		
4.2.2	Translate key rider information		
4.2.1	Offer bilingual customer service		
7.1.3	Develop partnerships with healthcare, education, and workforce agencies		
5.1.2	Reassess routes for efficiency		
1.2.2	Establish interlocal agreements for cost-sharing		



Annual Reporting on the CHSP: Coordination in the CAMPO Region

Provide regular Coordinated Plan updates to community partners. Regular progress updates on the CHSP are important for community partners, including the CAMPO Board, Carson City RTC, organizational boards of directors, and health and human services leadership.

These updates should occur on an annual basis, similar to, and along with other transit monitoring reports. The update may include dashboards showing initial baseline performance metrics for year one, with a performance metric for each year that follows. This will keep community partners apprised and build rapport and trust, leading to greater future investments.

Lead Agencies for Implementation and Performance Measurement



The Steering Committee should continue to meet to discuss final strategy development and proposed lead organizations for each strategy.

To assist strategy implementation, the project team created a shared matrix for keeping track of the proposed lead and support organizations. Since this matrix is a fluid, working document, it is not included as a part of this report. Committee members, in conjunction with CAMPO, will continue to have access to the matrix as they establish implementation working groups.



During implementation, lead and support organizations can monitor performance to establish a baseline. The baseline may be as simple as a “yes, this item was completed” or “no, the item was not completed” or may be a number or percentage associated with the strategy itself. At this time, the lead and support agencies will be responsible for monitoring

progress, with CAMPO oversight for final reporting purposes.

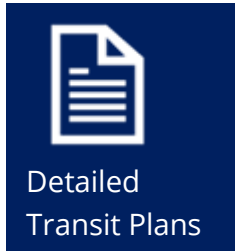
Implementation Committees



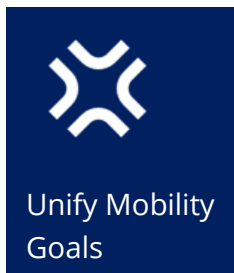
As a subset of the larger Steering Committee, it would be beneficial to form strategy implementation groups for plan implementation. These groups are smaller, consisting of a few committee members with shared interests focusing on specific strategy implementations. Focused small groups have the ability to be nimble—often meeting more frequently than the Steering Committee.

Group designations can be based on the plan goals. For example, one focused on funding and finance, one focused on communication and education, and so forth. These committees can bring proposals and suggestions back to the larger group, or implementation and report updates.

Mobility Trends and Plans



Several agency plans address transportation throughout the region, but few of these plans are specific to transit planning and development. Transportation providers in the region could benefit from the development of consistent policies and plans for their respective organizations for better alignment of shared goals. Coordinated planning becomes more effective if providers have plans that address specific, realistic transit planning needs, as well as market analyses, and transit implementation scenarios coupled with costs. The JAC STTP is included as an element in Section 4 of this document and serves as an example for other agencies to reference in development of cross-disciplinary plans.



CAMPO leads a variety of transportation plans and studies throughout the region. In any given region, it is helpful when plans and studies support shared mobility goals for the region. As additional plans and studies are conducted, whether through state, regional, or local efforts, it is helpful to ensure that transit stakeholders are involved in the planning processes, whether it is a feasibility study for new service or an updated active transportation plan.

Next Steps

Steering Committee Meetings



CAMPO, in conjunction with the Steering Committee members, should act on moving strategy implementation forward. With most coordinated plans, steering committees continue to meet at frequent intervals to discuss steps for funding and implementation of recommended coordination strategies. Whether the regional Steering Committee or CAMPO takes the lead on plan implementation, it's important to establish consistent meeting intervals, and it is recommended that meetings occur no less than quarterly if not more frequently.

Performance Metrics



Performance management allows agencies to measure the effectiveness of their coordinated planning implementation projects through established parameters that provide a means to gauge achievement of goals and strategies. It is recommended that lead agencies measure performance to determine the effectiveness of the plan update as well as strategy implementation.

Performance measurement became a federal legislative requirement in 1993, when the Government Performance and Accountability Act was passed. Performance measurement is also an integral component of outcome evaluation and renders several benefits. These benefits include insights into the outcomes of investment in public programs, managerial efficiency, and administrative accountability. Additionally, performance measurement, as it relates to coordinated planning, allows for consistent reporting and clear delineation on whether the strategies were accomplished.

Moving forward, it will be helpful to establish targets for the strategies through the implementation process. As strategies are implemented and the lead agencies for those strategies provide regular reports, CAMPO can establish a baseline for implementation to measure the success of each strategy.

PART 3: SHORT-TERM TRANSIT PLAN (STTP)

SECTION 1. WHAT IS A STTP?

A STTP represents a fiscally constrained transit planning document with a planning horizon of five years that generally supports a long-term transit vision. This Plan supports the vision and goals of the CAMPO RTP and documents the steps recommended to achieve those goals.

Transit agencies that receive federal funding are required by the FTA to develop and update transit plans in coordination with their MPO or state. The elements in this section of the plan satisfy the federal planning requirements.

SECTION 2. SYSTEM DESCRIPTION AND METRICS

JAC operates four fixed routes and provides complementary paratransit service through JAC Assist to serve the needs of eligible passengers in compliance with the ADA of 1990.

JAC routes service major activity centers around Carson City, with all routes meeting at the Downtown Transfer Plaza and departing at regular intervals half past the hour. On weekdays, each route runs 13 one-hour headway trips, between 6:30 a.m. and 7:30 p.m. On Saturdays, each route completes eight one-hour headway trips between 8:30 a.m. and 4:30 p.m. Paratransit service runs during the same service span as the fixed route system.

Fixed Routes

Figure 14 shows the fixed route system map as presented in the public brochure.

Route 1 is a bi-directional route that travels between the Downtown Transfer Plaza and the Carson Tahoe Medical Center, serving the Carson City Public Library, Carson City Senior Center, Walmart shopping center, and the Carson City Community Center.

Routes 2A and 2B are coverage-based loop routes that primarily follow the same alignment, with Route 2A operating clockwise, and Route 2B operating counterclockwise. They both serve Western Nevada Community College, the Walmart shopping center, the Multi-Purpose Athletic Center (MAC), the Boys and Girls Club, the Carson City Public Library, and the Downtown Transfer Plaza.

Route 2A directly serves Carson Community Mental Health and Carson City Health and Human Services, whereas Route 2B serves the Sierra Nevada Health Center and the Carson City Senior Center.

Route 3 is a partial bi-directional route serving the southern portion of Carson City, with significant areas of one-way service. It operates between the Downtown Transfer Plaza and the Costco at the southern border of Carson City. It serves Carson City Hall, Nevada

JAC Assist

Figure 15 illustrates the JAC Assist boundaries are published in the *JAC Assist ADA Complementary Paratransit Policies & Procedures*, revised January 2024.³ JAC Assist provides curb-to-curb transportation for eligible people with disabilities who cannot use the fixed route bus service. This service is operated by the same contractor as the fixed-route service, and all operators are trained to transport ADA paratransit riders.

JAC Assist operates during the same days and hours as the fixed route system, with an origin and destination within $\frac{3}{4}$ mile of any fixed route. As a matter of local policy, extended paratransit service is provided for an additional $\frac{1}{4}$ mile (total of 1 mile from any fixed route in Carson City only). Door-to-door service is provided upon request; however, JAC Assist primarily operates as a curb-to-curb service.

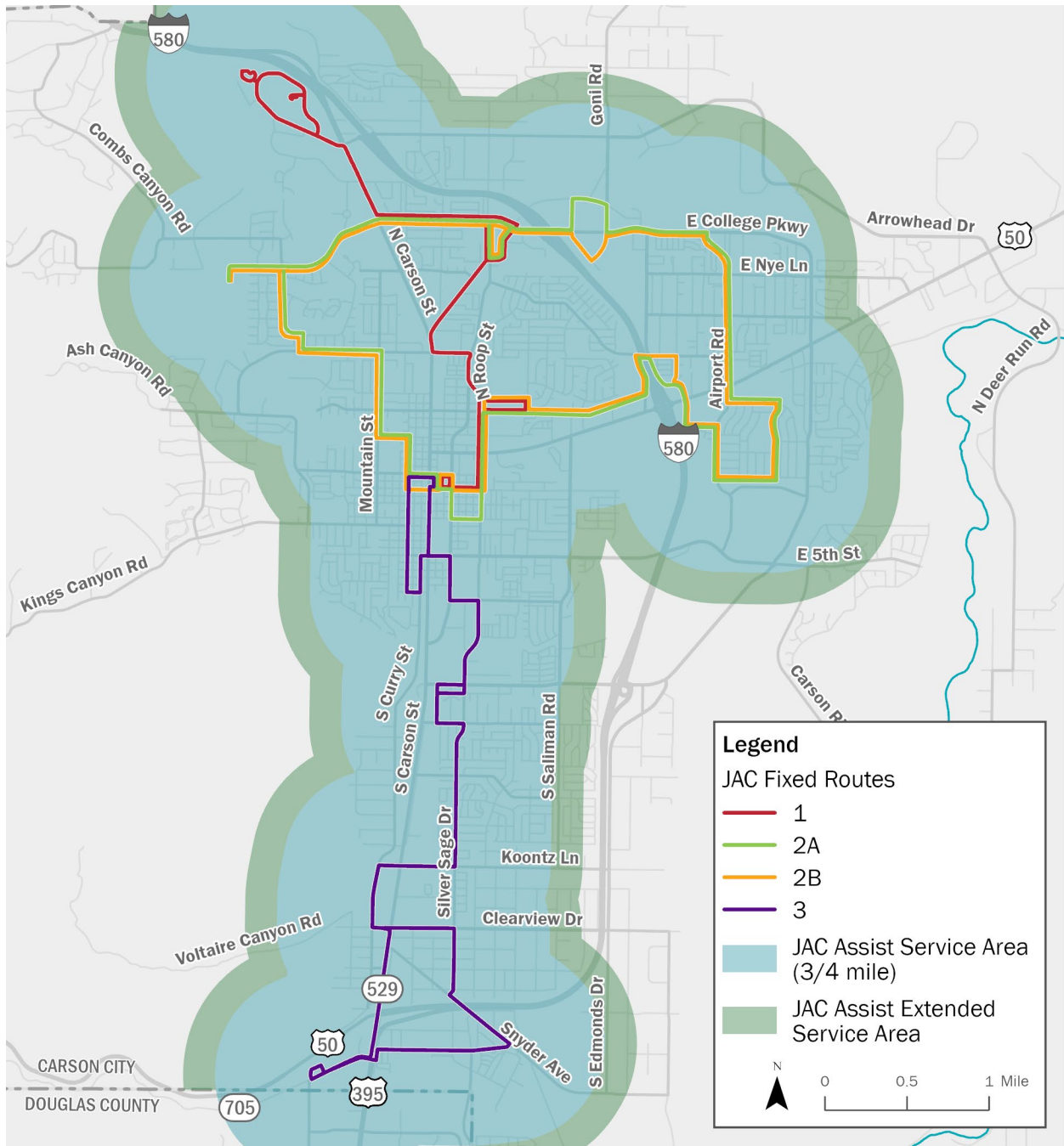
JAC Assist also ensures next-day service with trip reservations taking place during normal business hours and provides service without constraints on capacity. This means trips cannot be denied and riders cannot be prevented from booking trips due to excessively long hold times on the telephone. Trips must also be reasonable in duration and comparable to an equivalent trip on the fixed-route system, including transfer times and reasonable allowances for curb-to-curb pickup. Riders may also travel with a personal care attendant, who is eligible to ride fare free. Additional companions may ride but must pay the ADA fare.

Certification/How to apply

To receive certification to ride JAC Assist, a person must complete an application, have the information verified by a medical professional (individuals 80 years or older do not require a medical professional's verification), and then be certified by JAC staff at the JAC Admin building on Butti Way. Applicants can call to request a ride to their appointment. Determination must be completed within 21 days of the application submittal, and applicants have the right to an appeal if they are denied. Once certified, rides can be scheduled.

³ [Microsoft Word - JAC Assist ADA Complementary Paratransit Policies & Procedures 2023 FINAL](#)

Figure 15. Paratransit Service Area



Source: Carson City Public Works Department

Fare Structure

Following a brief period of a fare free policy during the COVID-19 pandemic, fares were reinstated January 3, 2023 (FY2023), and there are a number of payment options as shown in Table 14. Standard JAC fixed route fares for a one-way trip are \$1.50 for adults and \$0.75 for seniors, youth, military, and persons with disabilities. Children aged four and under ride free with an adult. Standard and reduced monthly passes are also offered for \$40 and \$20 respectively. JAC Assist fares are \$3 per one-way trip within ¾ mile of a fixed route, and \$6 per one-way trip in the extended 1-mile zone of a fixed route. Monthly passes are also available for \$60, and JAC Assist service allows a personal care attendant at no cost to riders. JAC now offers contactless payment through Token Transit, which is a phone-based application.

Table 14. JAC Fares

JAC Fixed Route	Cash Fares	Contactless Fares through Token Transit
Standard Adult	\$1.50	X
Reduced Senior/Youth/Disabled/Military	\$0.75	X
Monthly Pass Standard	\$40	X
Monthly Pass Reduced	\$20	X
Children 4 & under	Free	
Transfers	Free (for one hour)	
JAC Assist	Cash Fares	Contactless Fares through Token Transit
One-Way Trip within 3/4 mile of fixed route	\$3	X
One Way Trip within 3/4 and 1 mile of a fixed route	\$6	X
JAC Assist Monthly Pass	\$60	X
Personal Care Attendant (PCA)	First PCA is Free	

Monthly and One-Trip Hopper bus passes are available at four locations:

- JAC Operations Office, 3770 Butti Way, not currently accessible by fixed-route transit
- Treasurer's Office, City Hall, 201 N. Carson St., accessible on Route 3
- Carson City Library, 900 N. Roop St., accessible on Routes 2A and 2B

Discount Program for Seniors: A state grant from the Nevada Aging and Disability Services Division offers seniors 60 and older unlimited free fixed-route rides upon registration with JAC at the Carson City Senior Center. It is known as the Senior Bus Pass Program, and passes are valid from July 1 to June 30th, as long as funding remains available.

Transfers throughout the JAC system are free to customers with cash fares to complete a trip in one direction only. They must be used within one hour of the time they are received and cannot be used to go between Routes 2A and 2B.

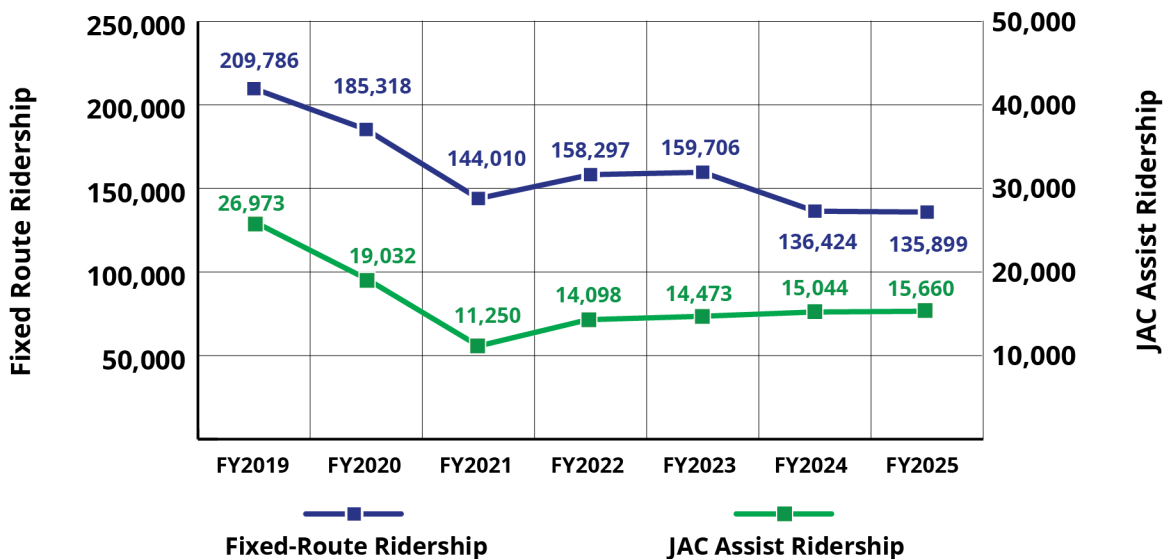
Transfers between JAC and the RTC REGIONAL CONNECTOR, which provides service between Reno and Carson City, are free. Passholders who present a transfer with their pass do not have to pay an additional fare.

JAC Performance

System Ridership

Total ridership has fallen since pre-COVID-19 pandemic levels as shown in Figure 16, dropping 35% since FY2019. Nationally, bus ridership has recovered to 86% of pre-COVID levels, with cities under 100,000 in population generally showing slightly higher recovery rates.⁴ The American Public Transit Association has found that bus ridership gains since COVID-19 have tended to have a younger average age than prior riders, and work in service industry jobs that require in-person attendance.

Figure 16. Total Ridership



⁴ American Public Transit Association APTA Public Transportation Ridership Update. <https://www.apta.com/wp-content/uploads/APTA-Policy-Brief-Transit-Ridership-May-2025.pdf>

Beginning March 2020, stay-at-home orders in response to the COVID-19 pandemic began rolling out nationwide. The three prior quarters of normal ridership trends mitigated the overall annual ridership loss experienced during the fourth quarter of FY2020 (April-June). FY2021, however, marked the first full fiscal year with significant impacts from changes in travel patterns due to COVID-19. In FY2021, FTA began supporting transit agencies by distributing temporary funding for operating expenses.

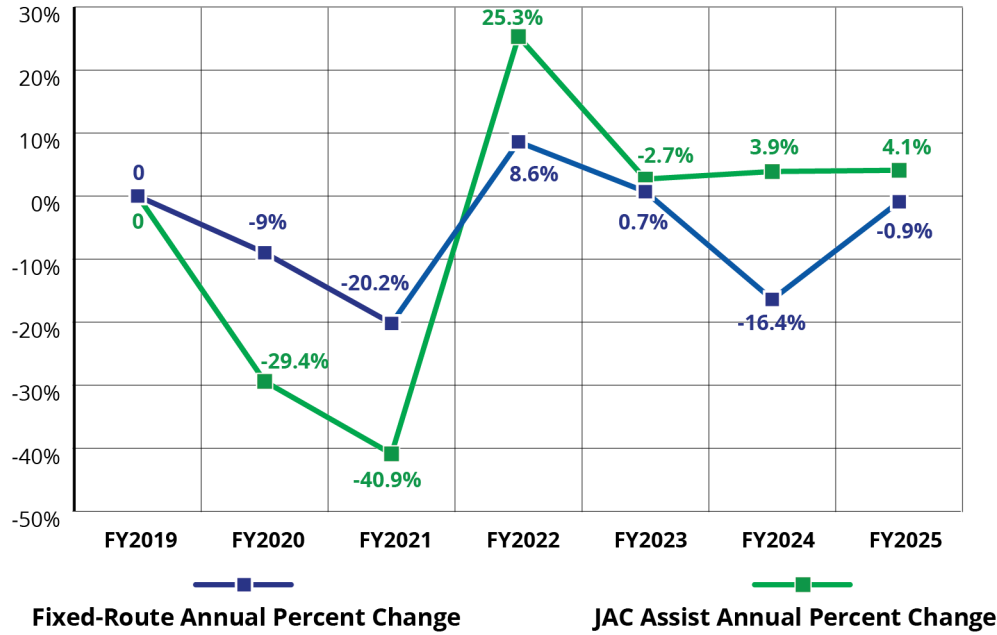
Many transit agencies went fare free during the pandemic, as did JAC. As restrictions lifted in FY2022, ridership began a slow recovery, and JAC's initial ridership patterns matched those of transit agencies around the nation. Fares returned in the third quarter of FY2023, which marks the last year of ridership growth and correlates to the re-introduction of fares. The obvious impacts of the pandemic aside, ridership was also heavily influenced by the local economy's recovery.

Data is still being collected, but national ridership recovery indicates higher levels of residential-to-commercial trips over commuters returning to the office for work. Non-office jobs, such as those in the restaurant industry, seem to be rebounding faster. The types of employment that people are currently using transit for are those associated with lower wages and non-traditional hours. Although the amount of office-commute ridership on JAC before the pandemic was likely low due to frequency of service, midday is when the system is most utilized, which corroborates trip purposes other than commuting (during traditional morning and evening hours).

The impact on the transit industry from national and global events of the last few years as well as current economic uncertainty, including changing local and tourist-based travel demand, hiring and workforce implications, uncertainty of public funding, and the impacts of increased costs of goods and services, may take years to understand the full effect on rider behavior. In the face of economic uncertainty, transit can be the public safety net that helps people stay housed and remain in the region because they can access critical services and needs.

JAC Assist ridership was disproportionately impacted by COVID-19. Following FY2019, there was a significant reduction in paratransit ridership compared with the reduction in ridership on the fixed route system as shown in Figure 17. While paratransit service experiences significantly fewer annual boardings than fixed route service, magnifying this stark difference, the disruption caused by the public health crises cannot be understated. In the years since, JAC Assist has reached more parity with fixed routes, and has remained at relatively stable levels since FY2023.

Figure 17. Annual Percent Change in Ridership



Fixed Route Ridership

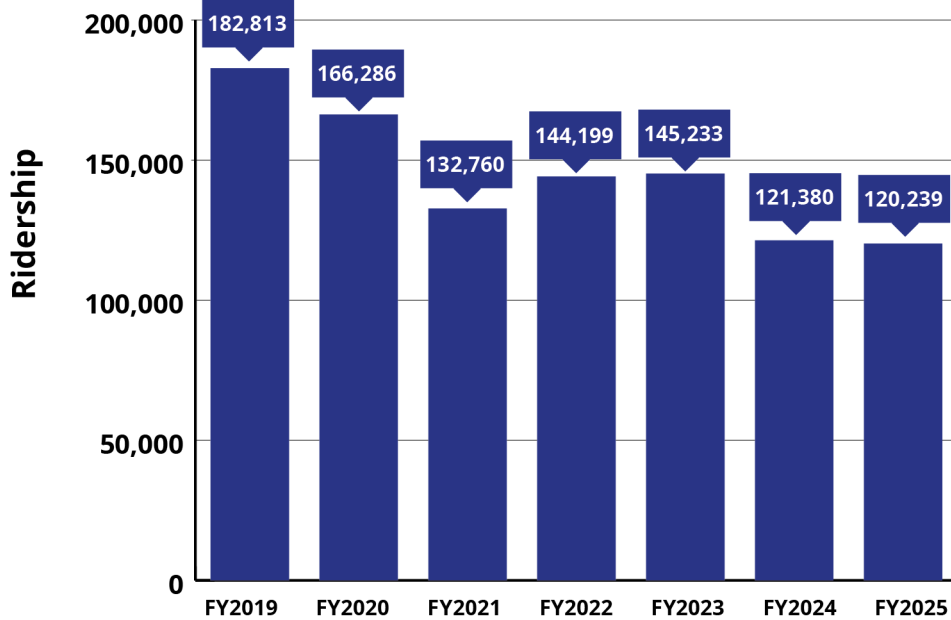
Annual Ridership

Figure 18 shows how fixed route ridership has changed over the past eight years, peaking at approximately 182,000 riders in FY2019 and decreasing to just over 120,000 in FY2025. Ridership temporarily rebounded during the fare free period that ended in FY2023.

Reasons for the downturn in ridership in FY2024 and FY2025 are not as obvious as a global pandemic. Data will lag, but there may be a number of factors contributing to the decline. These include:

- Reinstatement of fares in January 2023 (FY2023)
- A potential shift to other modes by former riders
- A potential increase in personal vehicle ownership
- Inconsistencies in service reliability
- Key staffing challenges

Figure 18. Fixed Route Annual Ridership



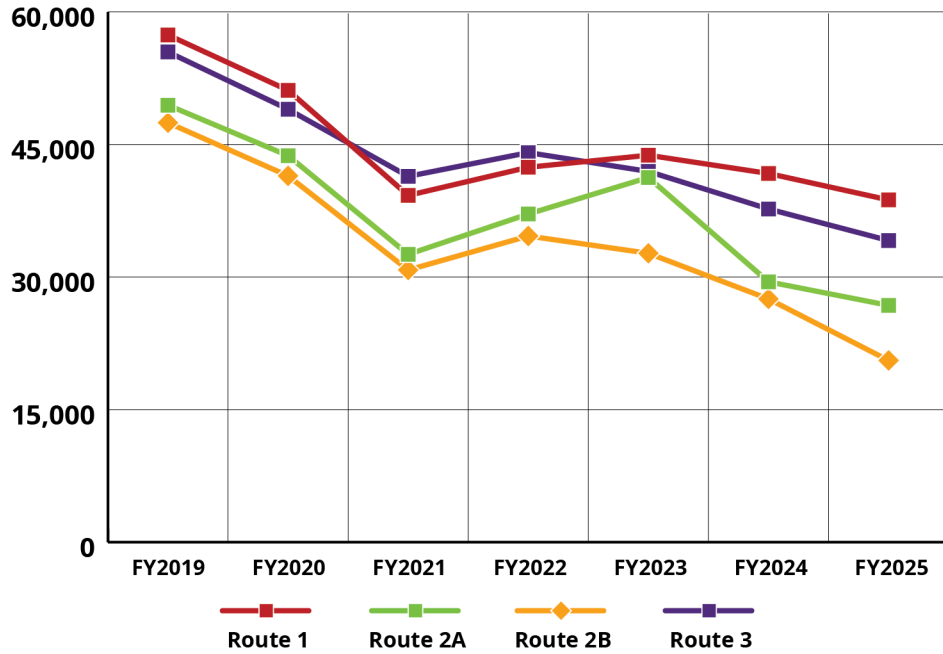
During the early years of the pandemic, economic policies were established to support communities experiencing hardship. Federal relief from the CARES Act in Q4 of FY2020 expanded unemployment benefits to those impacted by the pandemic, which spiked to just over 8% in calendar year 2020.⁵ In Q4 of FY2021, the American Rescue Plan Act (ARPA) was signed, which provided rental support and cash assistance to keep people in their homes and in the workforce. The Nevada governor issued a moratorium on evictions and foreclosures.

Ridership by Route

Over the past five years, Route 1, followed closely by Route 3, has had the most boardings, as shown in Figure 19. The one-way loops that make up Routes 2A and 2B provide bi-directional service except for a few deviations along each route by running in opposite directions (clockwise, and counterclockwise, respectively) have the lowest ridership. Linear, bi-directional routes with few deviations from the main road are associated with higher ridership, and the JAC system is no exception. Loop routes are meant to provide geographic coverage that ensure people without other means of transportation, particularly those eligible for paratransit, have service. Ridership is likely impacted by the routes being more circuitous than is convenient for riders, in at least one direction.

⁵ Nevada Governor's Office of Economic Development (GOED). <https://goed.nv.gov/wp-content/uploads/2025/04/2024-GOED-Annual-Report.pdf>

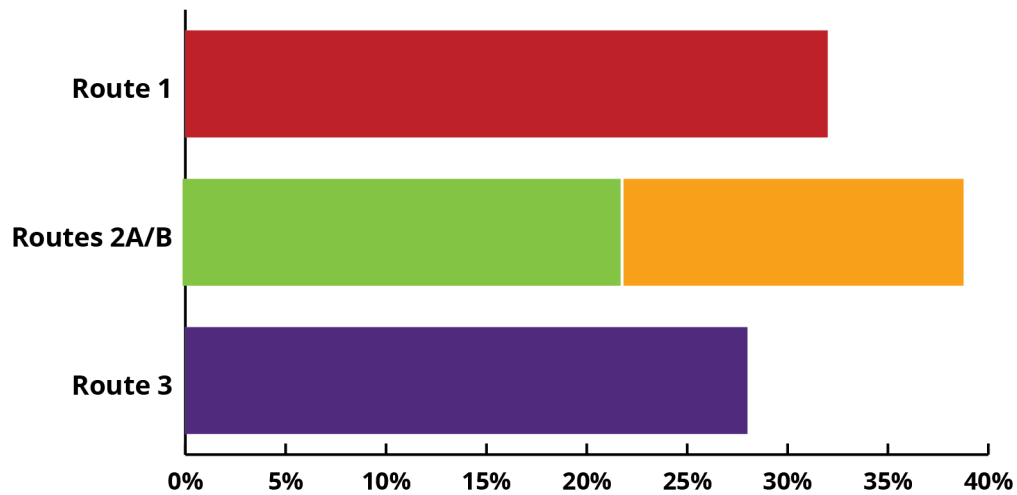
Figure 19. Ridership by Route



Since FY2019, ridership has fallen 33% on route 1 and 38% on Route 3. Route 2A has dropped 46% and Route 2B has dropped 57%. The biggest year-over-year drop for all routes was in FY2021, as expected. During the pandemic, transit systems across the country were able to identify routes that carried riders most dependent on transit, and traveled to destinations that stayed open for business by looking at the smallest declines in ridership loss. For JAC, that was Route 3, which lost only 15% of boardings from FY2020, compared to 23% on Routes 1, and 26% on Routes 2A and 2B, respectively. Route 3 continued to have the highest boardings among all routes in FY2022. All routes saw a slight recovery in FY2022, with ridership increasing by 8% on Route 1, 14% on Route 2A, 12% on Route 2B, and 6% on Route 3.

All routes operate hourly, but with Routes 2A and 2B providing two buses to serve the same geography, The 2A/B routes account for 50% of the service provided. As shown in Figure 20, the combined ridership of Routes 2A and 2B accounted for 39% of total riders in FY2025. This suggests there is room for improvement on these routes to make the service more useful.

Figure 20. Percent of Total Boardings by Route, FY2025

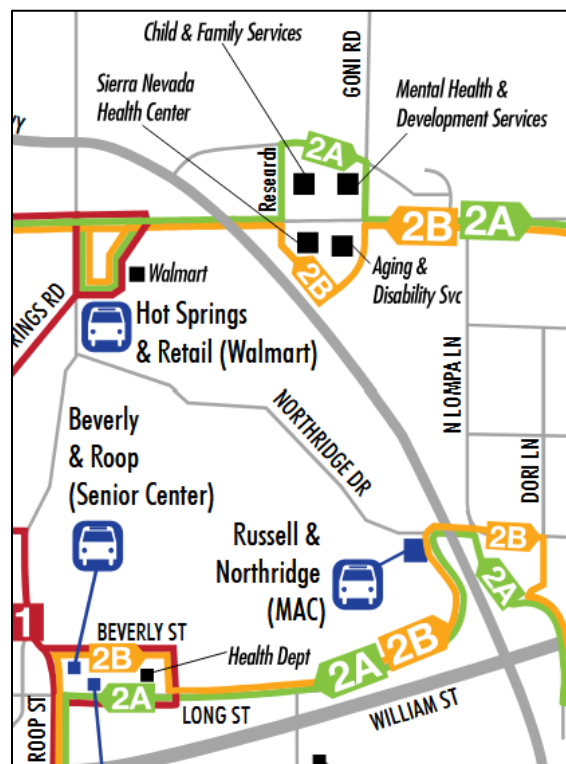


During the pandemic, transit agencies dealt with spikes in labor shortages and disruptions to the supply chain, which impacted maintenance and vehicle fleet. JAC did experience service disruptions during this time, and JAC and the contract operator worked to mitigate the negative impact on riders by ensuring geographic coverage. For Routes 2A and 2B, this meant service in only one direction at times. From a rider perspective, if a rider waits on the wrong side of the street because they did not get an update that buses are only operating in one direction, it can reduce confidence in the bus system and turn people away from riding in the future. Missed trips will happen in all transit system as unexpected circumstances arise. The ability to inform customers and recover quickly before the next scheduled trip are key components of instilling confidence in riders.

Route frequency is one reason ridership may be low on Routes 2A and 2B. Loop routes with hourly service work best for short distance trips, and when the duration of the trip works for the schedule. For example, a person at Airport Road and E Nye Lane can arrive at the Walmart in 10 minutes on Route 2B, but the next return trip on Route 2A is either 45 minutes later or an hour and 45 minutes later, including walk time to and from the bus stop from Walmart. If a rider considers the options for the short return trip to be either too soon, or too long to wait, they may find alternative travel modes. A service operating more frequently would make the service more attractive to potential riders.

Route consistency and stop locations may also impact Routes 2A and 2B ridership. Each route deviates from the other in a few locations throughout the system, as shown in Figure 21, at East College Parkway just east of I-580, at the residential area at N Lompa Lane, Carmine Street, and Dori Way, and at Long and Beverly Streets between Marian Avenue and North Roop Street. There is a learning curve for new riders regarding the correct place to wait for a bus in each direction, the farther the stop is from the first trip. Wayfinding, signage, and online information are needed to help passengers feel confident where to catch a return trip on the opposite route. This also requires riders to know that the route they use to get somewhere is not the same route they would ride to return to their starting point, unless they ride all the way around the full loop.

Figure 21. Route Deviations on Routes 2A and 2B



Ridership by Time of Day

Boardings per revenue hour is a key metric for transit agencies. With JAC service operating hourly, average boardings per trip is the same as average boardings per revenue hour. This measure helps indicate when the service is useful to most riders.

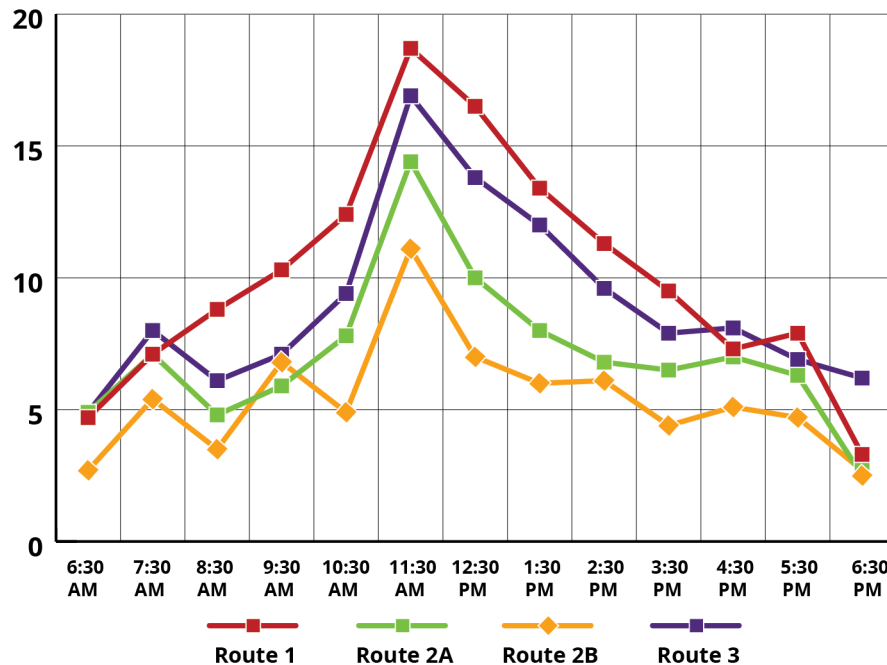
For a small urban system with hourly service, 10 boardings per revenue hour is often considered efficient. Hourly boardings should aim for at least eight boardings per revenue hour.

As shown in Figure 22, based on an ideal target of 10 or more riders per hour, the most productive routes and trips in FY2025 were:

- Route 1: Trips between 9:30 a.m. and 4:26 p.m.
- Route 2A: Trips between 10:30 a.m. and 2:26 p.m.
- Route 2B: The 11:30 a.m. trip.
- Route 3: Trips between 10:30 a.m. and 3:26 p.m.

Trip information at the route level by day of week was not available at the time of this analysis but is being collected now for future monitoring. Saturday ridership has ranged between 42% and 67% of weekday ridership over the past two fiscal years, and so this graph likely underestimates weekday demand.

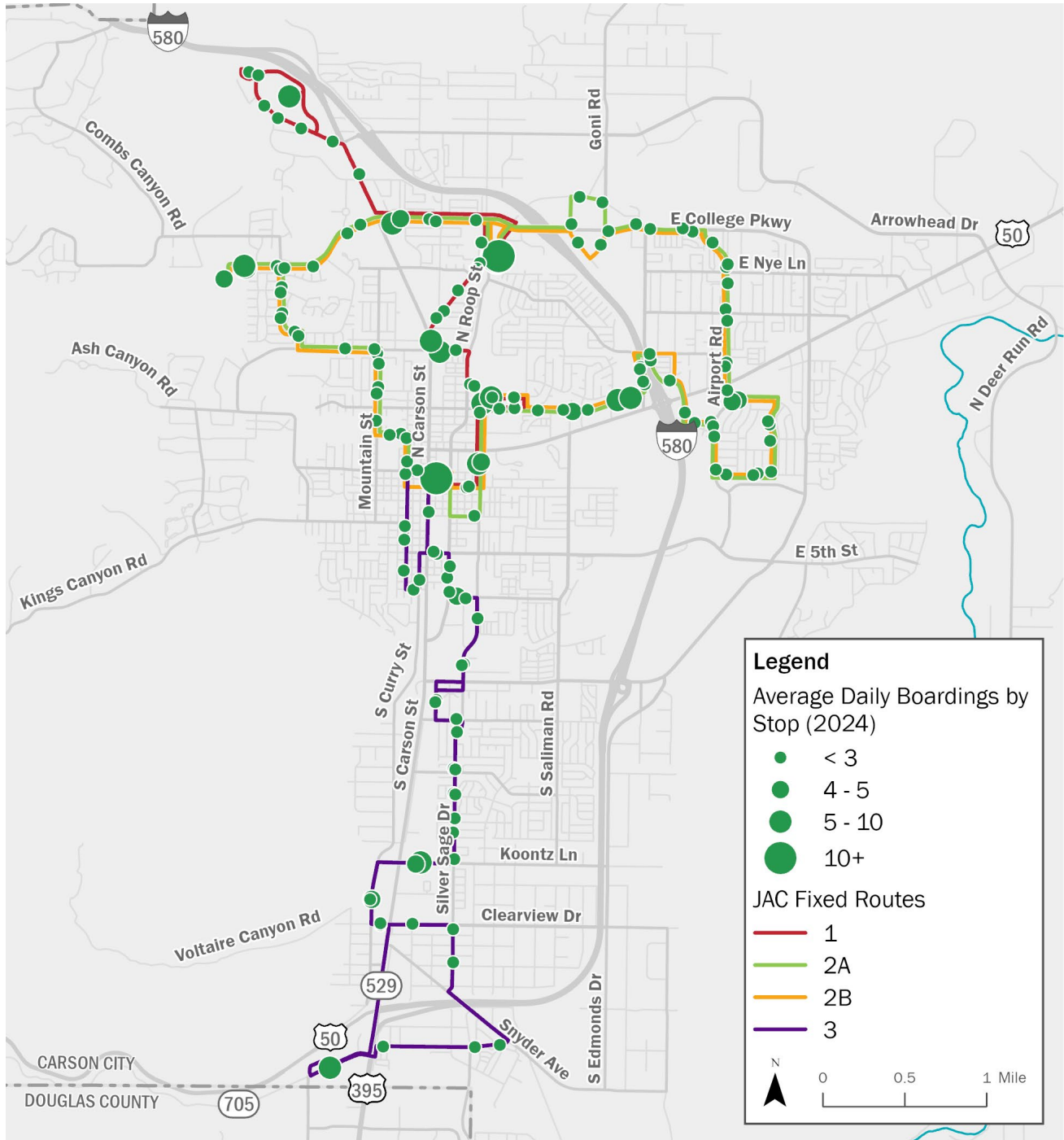
Figure 22. FY2025 Average Daily Boardings by Trip, by Route



Ridership by Stop

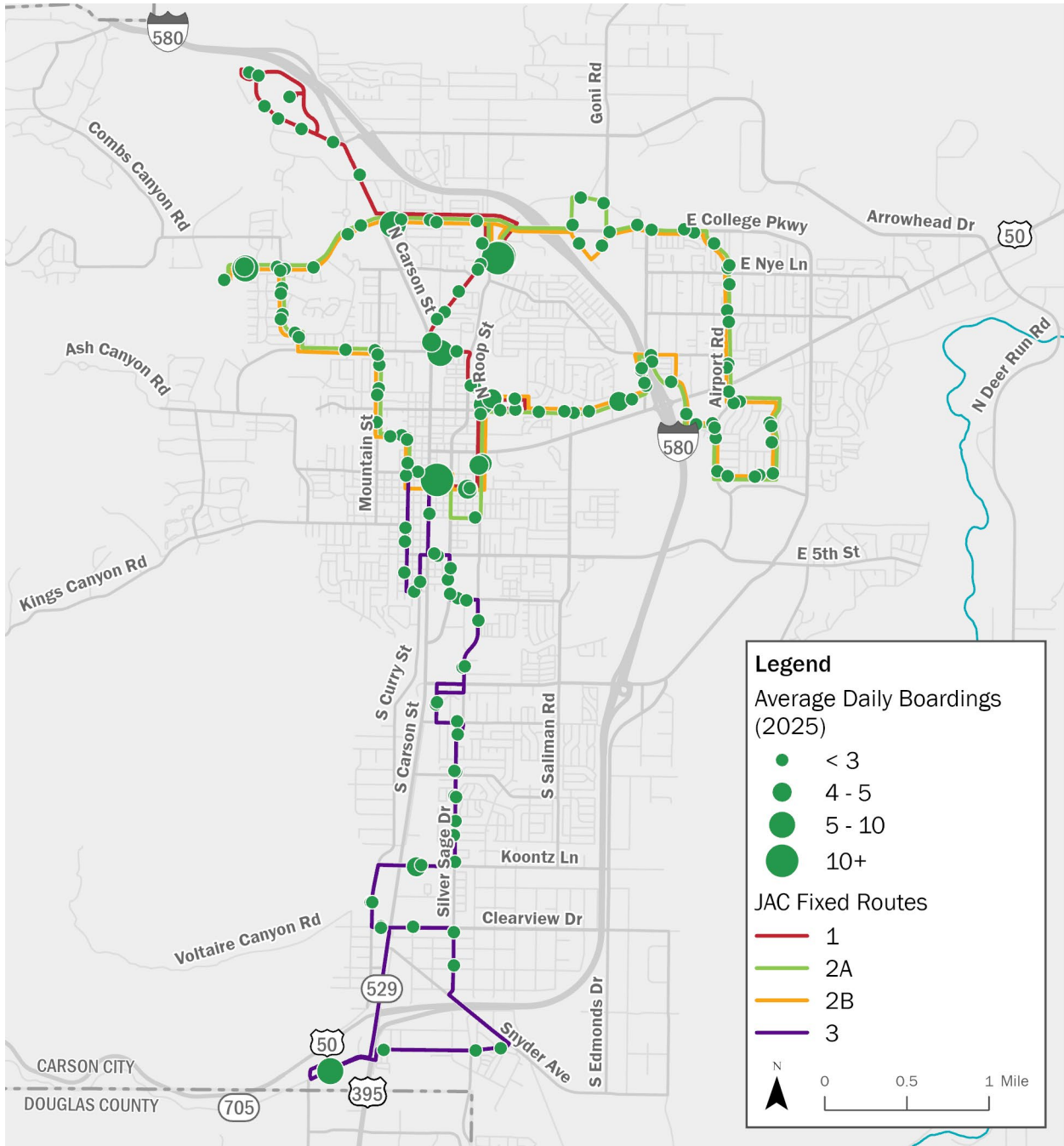
Ridership at the stop level, based on average daily boardings calculated from annualized data, shows where ridership hotspots are located throughout the network, and provides a look at corridors that may be underutilized. Figure 23 shows hotspots from FY2024 based on average daily boardings. This same information for FY2025 is shown in Figure 24 for comparison.

Figure 23. FY2024 Average Daily Boardings by Stop



Key destinations are the Downtown Transfer Plaza, Walmart, Carson City Senior Center, North Carson Street & Winnie Lane, the Carson Tahoe Regional Medical Center, Western Nevada College, Carson City Public Library, Raleys, and Costco.

Figure 24. FY2025 Average Daily Boardings by Stop



There were 307 days JAC operated in FY2025. While some stops are served by multiple routes, each stop is served at least eight times per day on Saturdays, and 13 times per day on weekdays. An average of one boarding per day would be about 308 boardings per year.

The Walmart stop, which is served by Route 1, 2A, and 2B, averages 30.3 boardings per day. With three routes serving it, that means on 255 weekdays of the fiscal year, Walmart was served on 39 on-hour headway trips, and on Saturdays, 53 days or the year, there were 24 one-hour headway trips available. There are likely certain times of the day than others when greater numbers of riders are traveling to key destinations such as Walmart, as ridership is not uniform across the span of any given day. This data is not available at the level of granularity needed to refine the analysis. However, in areas like the Costco at the southern end of Carson City as an example, it would be useful to better understand if the transit system is serving employees on their way to work and whether there are alternative services that could be considered at certain times of day that could provide connections to other destinations with peak demand.

There are several key takeaways based on a review of JAC stop level ridership. Many of the challenges listed below could be addressed with very little cost, if any. These observations include the following:

- There tends to be lower ridership at locations where bus stops are not evenly paired (i.e. both sides of the street) for a return trip.
- The two-mile corridor along Routes 2A and 2B between downtown Carson City and College Parkway near Western Nevada College only has one stop (northbound/Route 2A) with less than one boarding a day and is located less than a third of a mile from North Carson Street, which means if service were moved to North Carson Street, many current riders would still have access to the route.
- Boardings in some areas with one-way only service have higher boardings than expected, such as near West 10th Street, where all trips arrive from downtown but do not return to downtown. In this situation, the closest stop to connect with another route or to go back to downtown is over a third of a mile away at East 5th Street and South Plaza Street. This similar scenario also exists along Clear Creek Avenue where all trips head north, but a return trip requires a rider to wait for a driver layover at Fuji Park near Costco.
- More than five riders per day board at the hospital on the Medical Parkway loop on Route 1, however there is very little daily ridership on the rest of the loop.
- There is a significant amount of service to and near the Carson City Senior Center. The stop closest to the Senior Center picks up an average of seven riders per day between Routes 1 and 2B. Northbound Route 1 trips deviate off Rook Street to provide near front door service to the Senior Center, but there is a stop at Rook Street between Long Street and Beverly Drive that is less than a tenth of a mile from the Senior Center door. The current Route 1 deviation adds four minutes to the trip for riders trying to access higher ridership stops along North Carson Street, Hot Springs Road, Walmart, and the Carson Tahoe Medical Center. The stop along westbound Long Street is also less than a tenth of a mile from the entrance to the Senior Center.

With the Senior Center and the Department of Health and Human Services closing between 4:30 p.m. and 5 p.m. on weekdays, there is an opportunity to reduce deviations after normal business hours.

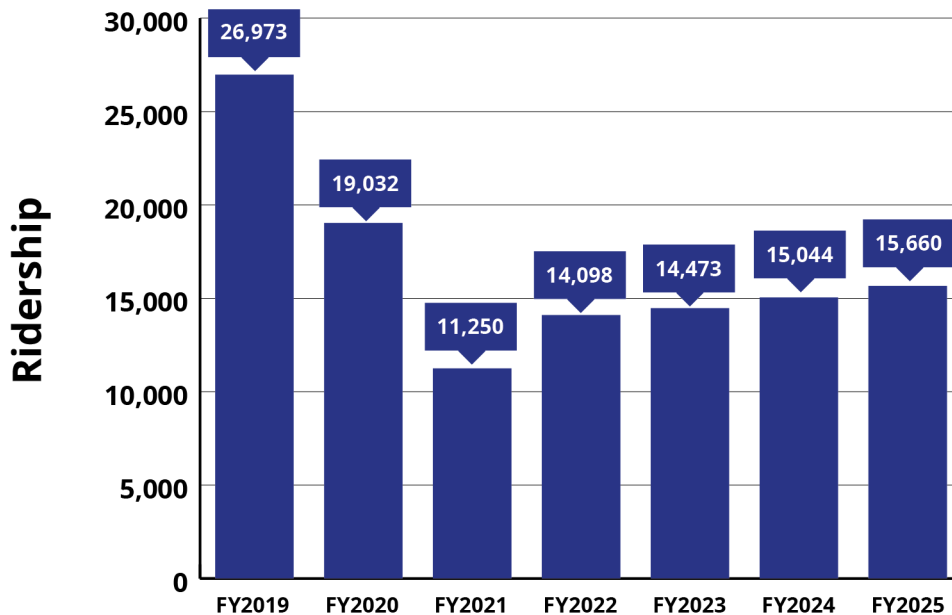
- The stop at the Raleys on Route 3 is likely successful because it is an example of a stop that serves many uses. There is higher density housing to the north side of Koontz Lane and major trip generators (grocery shopping, medical, and other commercial). It is also a short walk to the destinations people are likely to be accessing.

JAC Assist Ridership

Measuring complementary paratransit success looks different from that of fixed route service. Whereas more riders on fixed routes represent increased efficiency, because each scheduled trip happens whether there are riders or not; JAC Assist only completes requested trips. However, the goal for paratransit service is not to have the lowest possible ridership, but rather to understand whether available resources are meeting the existing and projected needs of the community.

In FY2025, JAC Assist had 382 eligible riders. Figure 25 shows the change in annual JAC Assist ridership. Ridership is lower than its pre-COVID peak, however, has grown at a slow pace since the recovery began in FY2022.

Figure 25. JAC Assist Ridership by Fiscal Year



Of the top 15 pickup or drop off locations, nine were residential, which suggests there are some users who rely heavily on this service. The top five non-residential destinations of paratransit riders, and the total count of pickups or drop-offs at these locations in FY2025 were:

- DaVita Dialysis at 3246 North Carson Street: 9,224
- Liberty Dialysis at 4500 South Carson Street: 1,344
- Moving Forward at 284 East Winnie Lane: 1,267
- Marshalls at 911 Topsy Lane: 549
- Walmart (North) at 3200 Market Street: 544

JAC Productivity

Understanding where and when people ride the bus is a crucial first step in understanding whether the service is living up to its potential. By examining ridership against the level of service (as mentioned previously in the Walmart example) as well as the cost to operate the service, there is a better understanding of what benefits riders most while maintaining sustainable operations.

System Productivity

Operating costs are linked to vehicle hours because much of the labor costs are associated with driver and staff time, which is a function of vehicle performance and amount of time vehicles are in service. The number of miles helps account for maintenance costs, fuel, and other materials and supplies. Together, they make up the bulk of operating costs. Table 15 shows key productivity metrics for the past five fiscal years.

Table 15. Network Productivity Summary

Fiscal Year	Annual Boardings	Revenue Hours	Operating Cost	Boardings per Revenue Hour	Operating Cost per Boarding	Operating Cost per Vehicle Revenue Hour
2019	196,040	23,350	\$1,278,239	8.4	\$6.52	\$54.74
2020	185,318	20,975	\$1,488,902	8.8	\$8.03	\$70.98
2021	144,010	17,919	\$1,528,486	8.0	\$10.61	\$85.30
2022	158,297	19,091	\$1,900,951	8.3	\$12.01	\$99.57
2023	159,706	20,905	\$1,953,593	7.6	\$12.23	\$93.45
2024	136,424	20,941	\$2,210,378	6.5	\$16.20	\$105.55
2025	135,899	18,979	\$2,307,133	7.2	\$16.98	\$121.56

Source: JAC Transit

Fixed Route Productivity

Using the figures CAMPO submitted to the National Transit Database (NTD), it becomes clear that rising costs to operate a mostly stable amount of service without increasing ridership results in productivity measures that aren't trending in a positive direction as shown in Table 16.

Transit productivity measures are cyclical and often impacted by external factors outside the control of transit agencies, such as gas prices and unemployment. However, during harder times, fiscally constrained plans become even more important because they help guide agencies by identifying available resources and manage expectations to the community. Riders can also help determine the best way to mitigate hardship. It is crucial during times of service restrictions that riders who are impacted by these decisions have a voice and an opportunity to help shape the system. Potential options to mitigate these challenges will be explored in the service alternatives section.

Table 16. Fixed Route Productivity Summary

Fiscal Year	Annual Boardings	Revenue Hours	Annual Vehicle Revenue Miles	Operating Cost	Boardings per Revenue Hour	Operating Cost per Boarding	Operating Cost per Vehicle Revenue Hour	Operating Cost per Revenue Mile
2019	169,067	14,972	173,684	\$776,126	11.3	\$4.59	\$51.84	\$4.47
2020	166,286	14,930	172,492	\$1,237,602	11.1	\$7.44	\$82.89	\$7.17
2021	132,760	13,045	150,741	\$1,116,587	10.2	\$8.41	\$85.60	\$7.41
2022	144,199	13,330	156,711	\$1,486,219	10.8	\$10.31	\$111.49	\$9.48
2023	145,233	14,784	170,734	\$1,432,317	9.8	\$9.86	\$96.88	\$8.39
2024	121,380	14,777	171,025	\$1,647,933	8.2	\$13.58	\$111.52	\$9.64
2025	120,239	13,620	168,441	\$1,770,600	8.8	\$14.73	\$130.00	\$10.51

Source: JAC Transit

JAC Assist Productivity

JAC Assist ridership has fallen from Pre-COVID levels, the operating costs per boarding and revenue hour have also fallen in recent years, as shown in Table 17.

The increase in the boardings per revenue hour is particularly positive, because although boardings per revenue hour is still 9% lower than in FY2019, there was an almost 20% increase between FY2024 and FY2025.

Table 17. JAC Assist Productivity Summary

Fiscal Year	Annual Boardings	Annual Vehicle Revenue Hours	Annual Vehicle Revenue Miles	Operating Cost	Boardings per Revenue Hour	Operating Cost per Boarding	Operating Cost per Revenue Hour	Operating Cost per Revenue Mile
2019	26,973	8,378	81,720	\$502,113	3.2	\$18.62	\$59.93	\$6.14
2020	19,032	6,045	55,960	\$251,300	3.1	\$13.20	\$41.57	\$4.49
2021	11,250	4,874	42,629	\$411,899	2.3	\$36.61	\$84.51	\$9.66
2022	14,098	5,761	52,664	\$414,732	2.4	\$29.42	\$71.99	\$7.88
2023	14,473	6,121	55,302	\$521,276	2.4	\$36.02	\$85.16	\$9.43
2024	15,044	6,164	58,187	\$562,445	2.4	\$37.39	\$91.25	\$9.67
2025	15,660	5,359	43,227	\$536,534	2.9	\$34.26	\$100.12	\$12.41

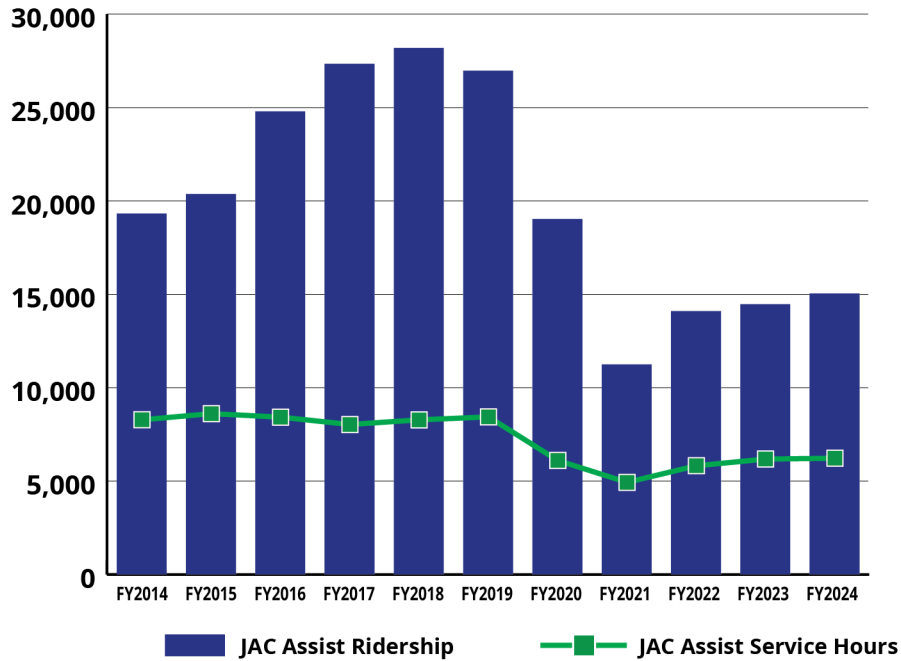
Source: JAC Transit

JAC operating costs increased 6.9% between FY2019 and FY2025. However, adjusting for the consumer price index, the equivalent of the \$502,113 operating cost in 2019 would be the equivalent of \$632,300 of buying power in 2025.⁶ This cumulative rate of inflation of 25.9% helps explain the increase in operating cost per boarding, per revenue hour, and per revenue mile.

Looking at pre-COVID data, ridership on JAC Assist was significantly higher than today, but the service hours have remained relatively stable since FY2022, as shown in Figure 26. This means most rides in recent years have been scheduled with more people on board than during the time leading up to the pandemic.

⁶ Calculator.net: <https://www.calculator.net/inflation-calculator.html> , US Inflation Calculator: <https://www.usinflationcalculator.com/>.

Figure 26. JAC Assist Ridership Compared to Service Hours



Capital Assets

JAC capital assets include vehicle fleet, facilities and infrastructure, and technology and equipment. Tracking and management of capital assets, and planning efforts for vehicle replacement can be found in the following plans:

- CAMPO Transportation Improvement Program for Federal Fiscal Year 2025 through 2028⁷
- JAC Transit Asset Management Plan for Federal Fiscal Year 2023 – 2026⁸
- CAMPO Zero-Emissions Transition Plan (2024)⁹
- Carson City JAC Transfer Center Study (2023)¹⁰

⁷ [Transportation Improvement Program](#)

⁸ [638681239567700000](#)

⁹ [638676041599400000](#)

¹⁰ [638586406879570000](#)

Fleet

Seven vehicles are used daily for fixed route and paratransit service, four for fixed route, and three for paratransit. To futureproof the system, newer fleet purchases are intended to be flexible for use for fixed route or paratransit service. This allows JAC to stay current with preventative maintenance and reduce out-of-service time when there are unexpected fleet issues. JAC has one non-revenue vehicle. Table 18 provides detailed information on the JAC rolling stock.

Table 18. JAC Rolling Stock and Equipment

Rolling Stock or Equipment	ID Number	Asset Class	Asset Description	Make and Model	Seating Capacity	Wheel-chair Seats	Acquisition Year	Age	Mileage (6/30/25)
Rolling Stock	4238	Cutaway Bus	21-ft Chevy G3500	Arboc Spirit of Mobility	8	2	2012	13	227,270
	4239								235,237
	4241	Cutaway Bus	24-ft Chevy G3500		17	2	2015	10	109,716
	4242								127,631
	4243	Bus	35-ft GMC C5500	Arboc Spirit of Liberty Low Floor	34	2	2016	9	175,260
	4244								213,638
	4245						2017	8	191,438
	4249	Bus	34-ft Freightliner	Arboc SOL34	32	2	2019	6	136,786
	4250								134,165
	4251	Cutaway Bus	24-ft Chevy Express 4500	Arboc Spirit of Mobility	19	1	2020	5	71,288
	4252								51,758
	4253	Minivan	19-ft Minivan	Ram Promaster 3500	9	1	2022	3	37,926
	4254	Cutaway Bus	28-ft Chevy Express 4500	Arboc Spirit of Mobility	18	2	2022	3	74,215
	4255								67,473
	4256								77,972
	4257								68,827
4258	50,178								
Equipment	5354	Automobile	Truck 1500 Double Cab	Chevy 1500	N/A	N/A	2023	2	7,777

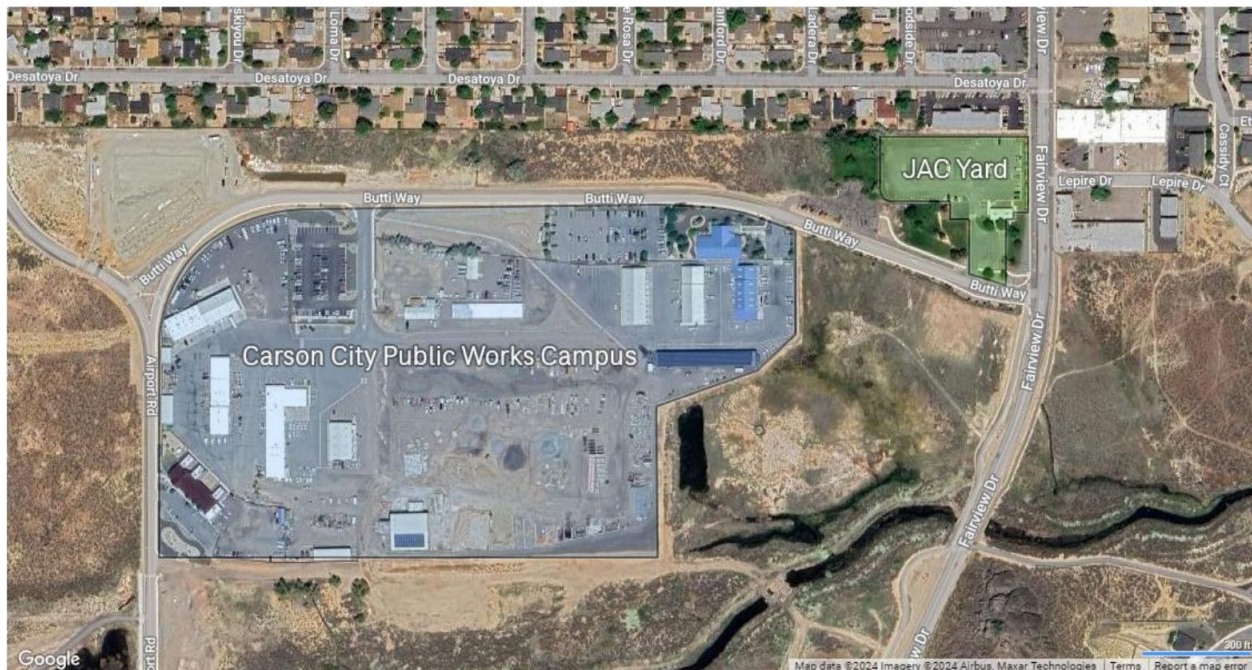
Source: JAC Transit

Per the 2024 CAMPO Zero-Emissions Transition Plan, fixed routes average between 135 and 145 revenue miles per day, and 145 to 165 miles per day including non-revenue miles. Paratransit vehicles average 50 to 90 total miles per day.

Facilities and Infrastructure

JAC administration services are located at 3770 Butti Way, which is open to the public during normal business hours. Vehicles are stored in a gated yard next to the administration building. Access is limited to JAC employees and contracted operators. The maintenance facility and washing bays are across the street at 3303 Butti Way. This area is also gated and access is restricted. Figure 27 shows an aerial view of the facilities including the Public Works building (blue roof south of Butti Way), Maintenance Facilities (White Roof at the corner of Butti Way and Airport Rd.), JAC yard, and maintenance and washing stations from the CAMPO Zero-Emission Transition Plan.

Figure 27. Carson City Public Works Campus and JAC Yard



Source: Figure 5 of the CAMPO Zero-Emission Transition Plan

Transit Center

The Downtown Transfer Plaza is the hub of the fixed route transit system. There are 200 feet of right-side curb space for transit vehicles. All four routes meet at the plaza once an hour at the same time, referred to as a pulse, which allows for reliable transfers for riders, and is efficient for managing operations such as operator shift changes. Figure 28 shows the transfer plaza from the north, looking south.

Figure 28. JAC Downtown Transfer Plaza



In 2023, a Transfer Plaza Study was completed that recommended improvements to the site.¹¹ Coordination with property owners and pursuit of capital funding for construction, operations, and maintenance were identified as next steps, along with further environmental review and design work. Recommendations for the Transfer Plaza are included in the Service Plan section of this document with some improvements currently under design.

Amenities at Bus Stops

All JAC bus stops have signs indicating where riders should board and alight. Some bus stops have shelters and/or benches. JAC is in the process of initiating a Transit Stop Lighting Project, which is tasked with replacing bus stop signs and providing lighting to selected stops across the city.

¹¹ [638586406879570000](https://www.638586406879570000.com)

Technology and Equipment

JAC contracts with EcoLane for paratransit operations, and TransLoc for real-time vehicle location and on-time performance tracking. Both software applications are used by the contract operator. JAC uses Token Transit for mobile-based fare payment.

Peer Review Analysis

A peer analysis of comparable systems is a method used to identify JAC's strengths and where it might learn from other similar agencies. This review uses 2024 NTD Agency profiles and information publicly available online. The transit systems selected as peer agencies are the same as those in the previous JAC STTP, allowing for a comparison over time, which is particularly interesting post-COVID pandemic. The systems are:

- **River Cities Transit, Longview, Washington.** Located in southwestern Washington, this transit system serves a slightly larger population than JAC but has over 50% more boardings at approximately 275,000 passengers per year. The system operates 11 fixed routes with hourly and half-hourly service and varying operating hours, with most operating 12.5 hours on weekdays and 10 hours on Saturday.¹²
- **City of Loveland Transit (COLT), Loveland, Colorado.** COLT operates within a slightly larger service area than JAC, but with a comparably sized vehicle fleet. COLT provides service six days a week for 12 hours weekly and nine hours on Saturday through paratransit service and seven fixed routes: five hourly and two half-hourly routes¹³. Though the transit system operates a similar number of service vehicles as JAC, COLT's annual operating costs are nearly 60% more at approximately \$3.3 million.
- **Great Falls Transit, Northeastern Montana.** Great Falls Transit serves a population and service area similar to Carson City, with 64,735 people over 20 miles. The transit district operates seven fixed routes and paratransit 12.5 hours on weekdays and 8 hours on Saturdays. Six routes provide half-hourly service during peak periods and hourly service mid-day, while one route runs hourly.¹⁴
- **Casper Area Transportation Coalition (CATC), Casper, Wyoming.** CATC serves a population and service area size similar to Carson City. Fifteen full-time bus operators and five part-time bus operators operate nine fixed routes and paratransit service 12 hours a day on weekdays and eight hours on Saturdays.¹⁵

¹² <https://rctransit.org/#more>

¹³ <https://www.lovgov.org/services/public-works/bus-service>

¹⁴ <https://www.gftransit.com/routes>

¹⁵ https://www.casperwy.gov/services/casper_area_transit/about.php

Network Comparison

Table 19 details the service characteristics of the entire transit system (fixed route and demand response/paratransit) were compared to peer transit systems for FY2024.¹⁶ Figure 29 through Figure 32 compare the productivity of JAC to these peers, as well as how JAC performs compared to the group average.

¹⁶ <https://www.transit.dot.gov/ntd/transit-agency-profiles>

Table 19. Peer Agency Service Characteristics

System Name	City	Service Area Population	Service Area (in Square Miles)	Population Density (per Square Mile)	Annual Ridership	Vehicle Revenue Hours	Vehicle Revenue Miles	FY2024 Operating Costs	Maximum Vehicles Operated in Service
River Cities Transit	Longview, Washington	61,598	31	1,987	271,500	44,432	497,601	\$6,178,473	22
City of Loveland, Colorado	Loveland, Colorado	79,352	46	1,725	129,983	28,411	477,071	\$3,869,402	10
Great Falls Transit District	Great Falls, Montana	64,735	20	3,237	363,628	56,803	172,660	\$4,835,829	24
City of Casper	Casper, Wyoming	57,561	27	2,132	134,817	29,024	353,392	\$2,370,886	24
Jump Around Carson	Carson City, Nevada	58,639	26	2,255	121,380	20,941	229,212	\$2,210,378	8
Average		64,377	30	2,267	204,262	35,922	345,987	\$3,892,994	16
Percent Difference from Average		-9%	-14%	-1%	-51%	-53%	-41%	-55%	-67%
Source: National Transit Database https://www.transit.dot.gov/ntd/transit-agency-profiles , 2024									

Figure 29. Total Ridership per Capita

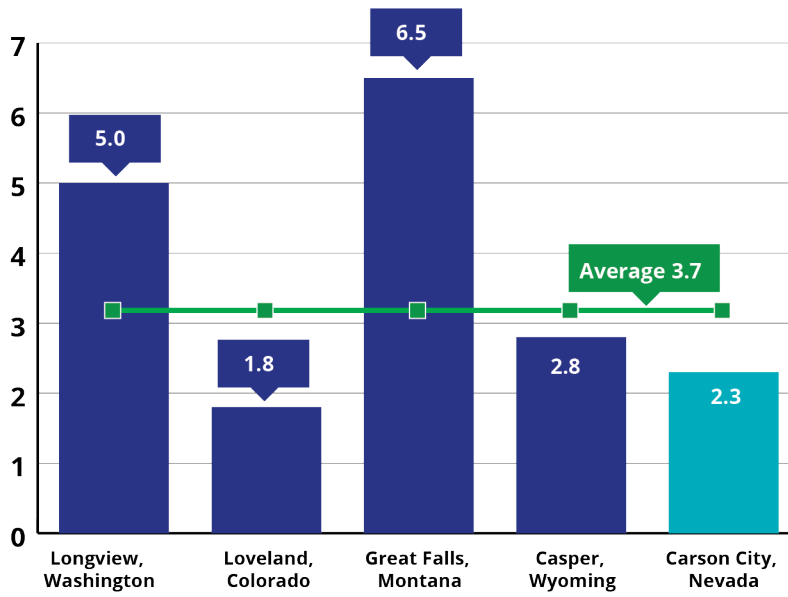


Figure 30. Boardings per Revenue Hour

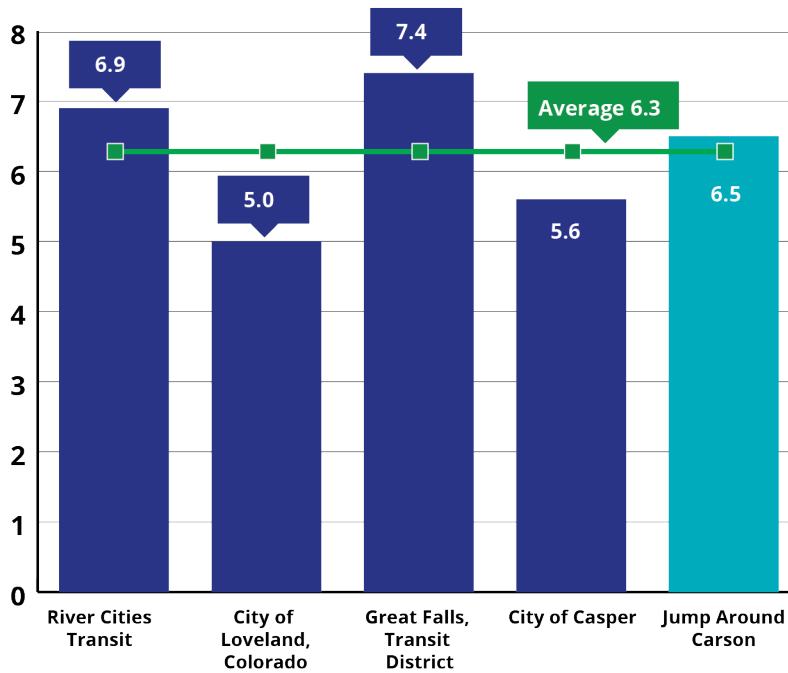


Figure 31. Operating Cost per Revenue Hour

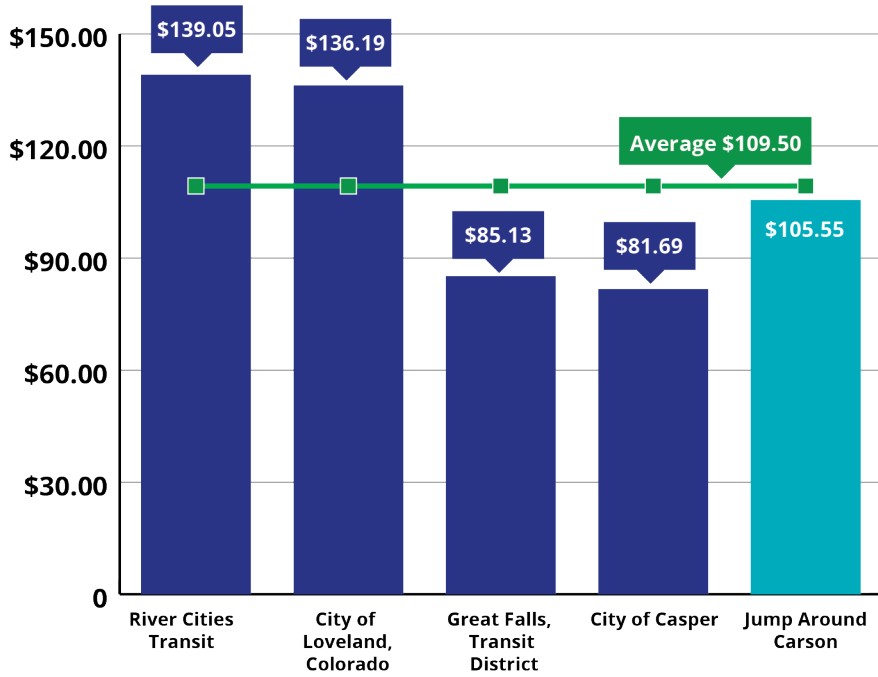
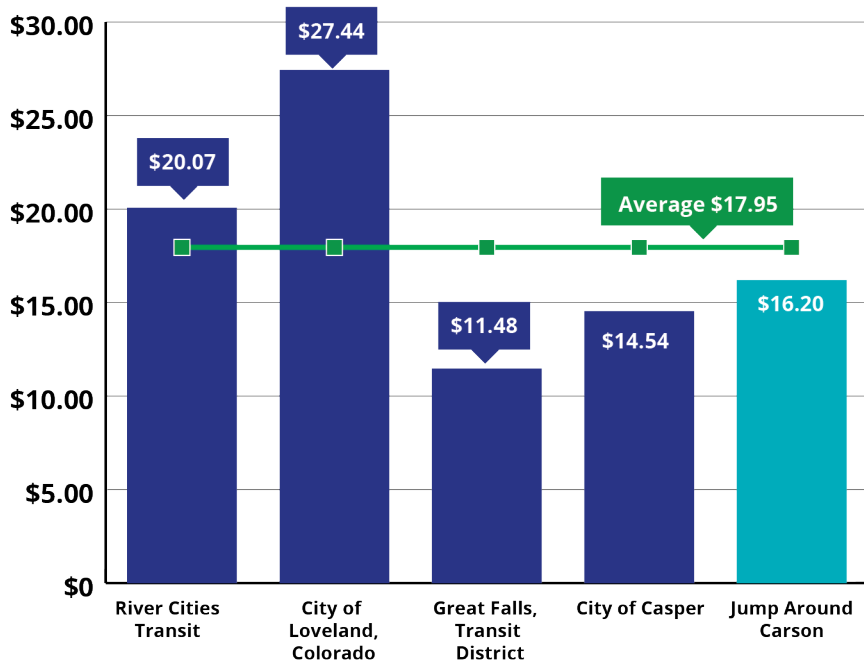


Figure 32. Operating Cost per Boarding



Although JAC has a slightly smaller population and population density compared to the average of the peers, operating costs are significantly lower than the other agencies, which results in less than half of the revenue hours and miles compared to peers. Ridership, however, is only lower than the average by about a third.

Overall, JAC underperforms against the peer average, but represents the median for ridership per capita, cost per revenue hour, and cost per boarding.

Fixed Route Service Characteristics

Fixed route network maps for each peer transit system are shown in Figure 33 through Figure 37. The JAC map is referenced below, but a larger system map is available in Figure 14 in the Jump Around Carson System Description section of this report.

Figure 33. COLT System Map

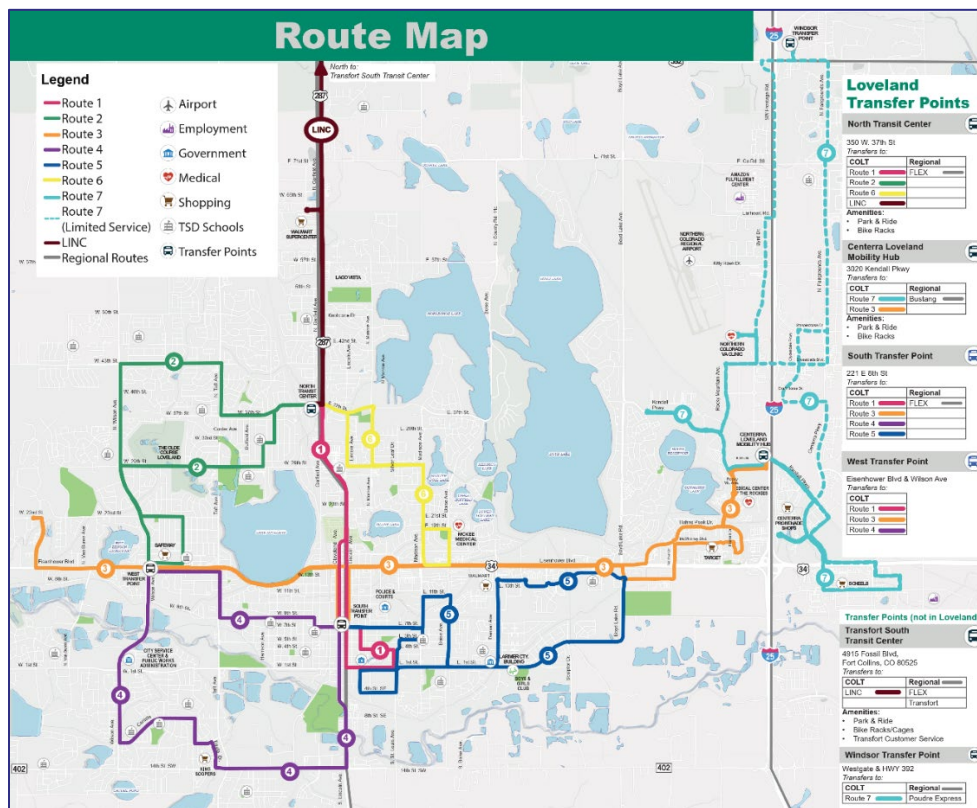


Figure 34. River Cities Transit System Map

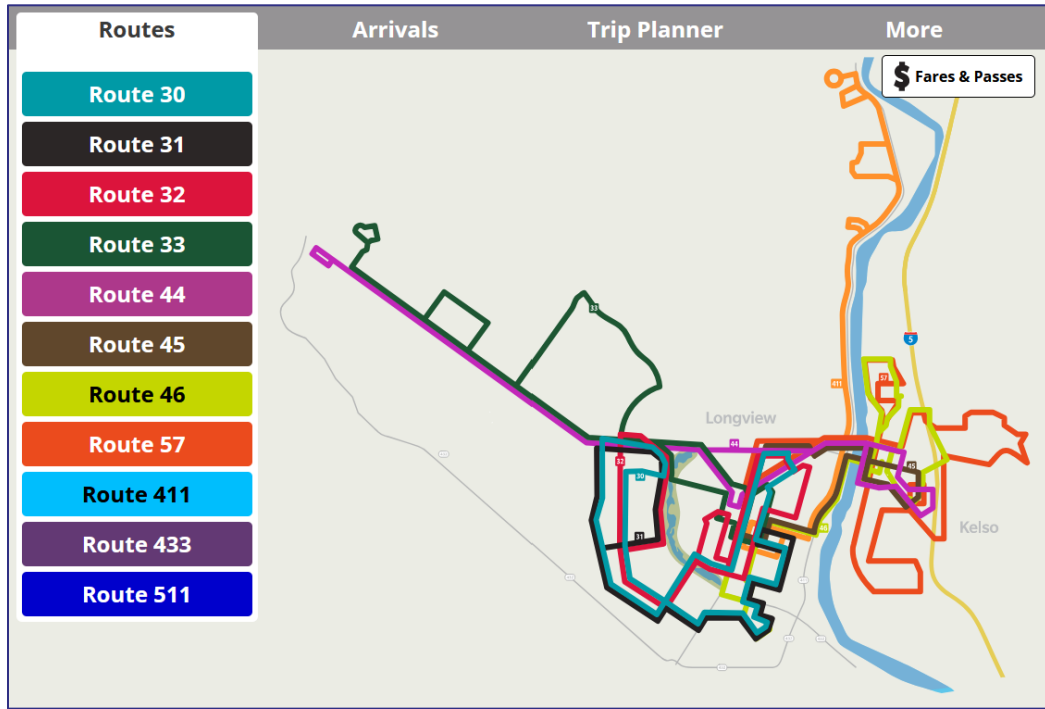


Figure 35. Great Falls Transit System Map

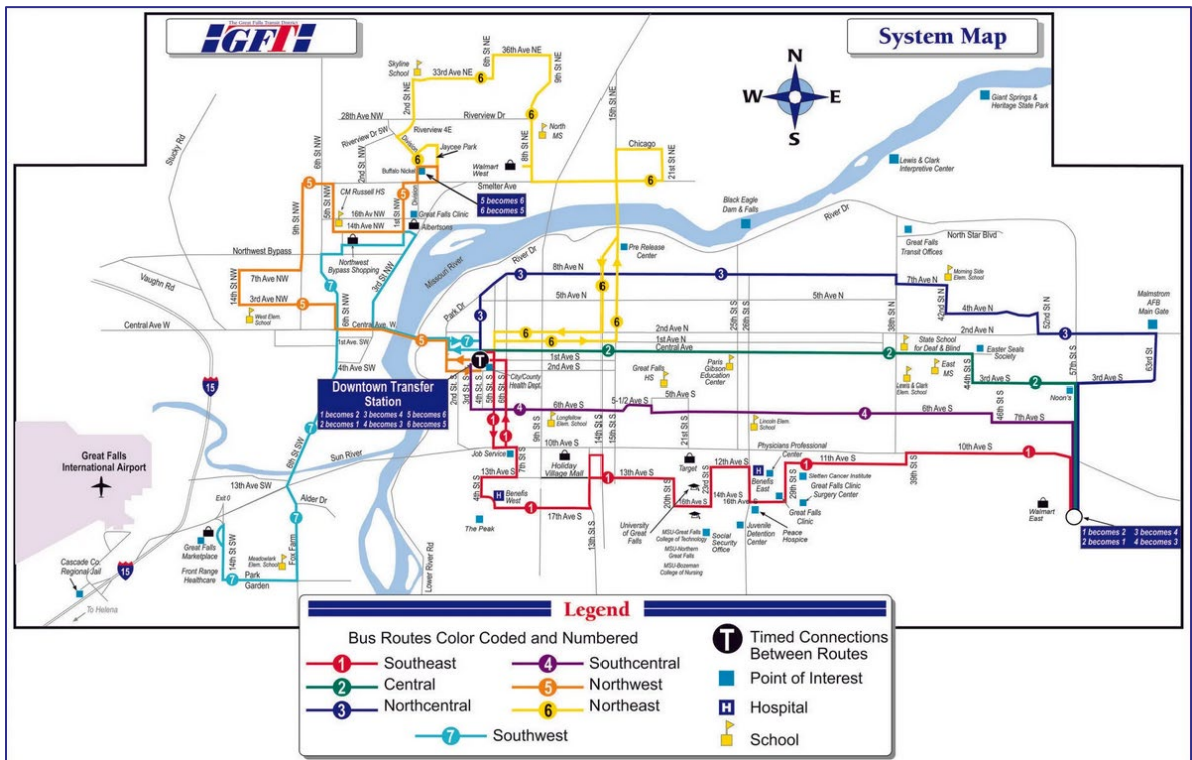


Table 20 compares service characteristics for fixed route service, and Figure 38 through Figure 40 compare JAC productivity to the peer agencies.

Table 20. Fixed Route Service Characteristics of Peer Agencies

System Name	Number of Fixed Routes	Annual Ridership	Vehicle Revenue Hours	Vehicle Revenue Miles	Annual Operating Costs	Maximum Vehicles Operated in Service
River Cities Transit	11	271,500	28,670	1,045,275	\$4,493,830	12
City of Loveland Transit	7	129,983	23,174	411,371	\$3,262,721	7
Great Falls Transit District	7	363,628	33,478	1,504,770	\$3,502,891	13
Casper Area Transit	6	134,817	15,194	185,107	\$958,879	13
Jump Around Carson	4	121,380	14,777	171,025	\$1,647,933	4

Source: National Transit Database <https://www.transit.dot.gov/ntd/transit-agency-profiles>, 2024

Figure 38. Fixed Route Boardings per Vehicle Revenue Hour

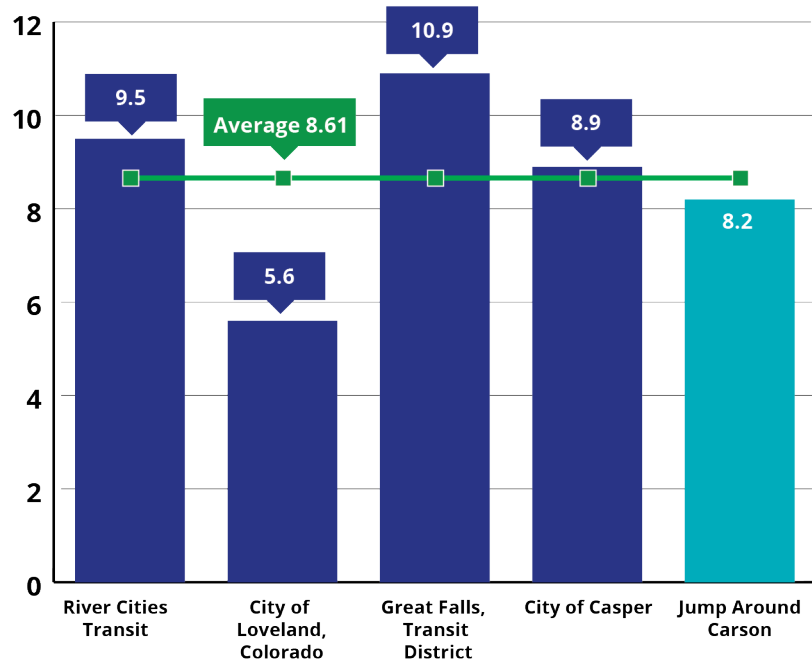


Figure 39. Fixed Route Operating Cost per Vehicle Revenue Hour

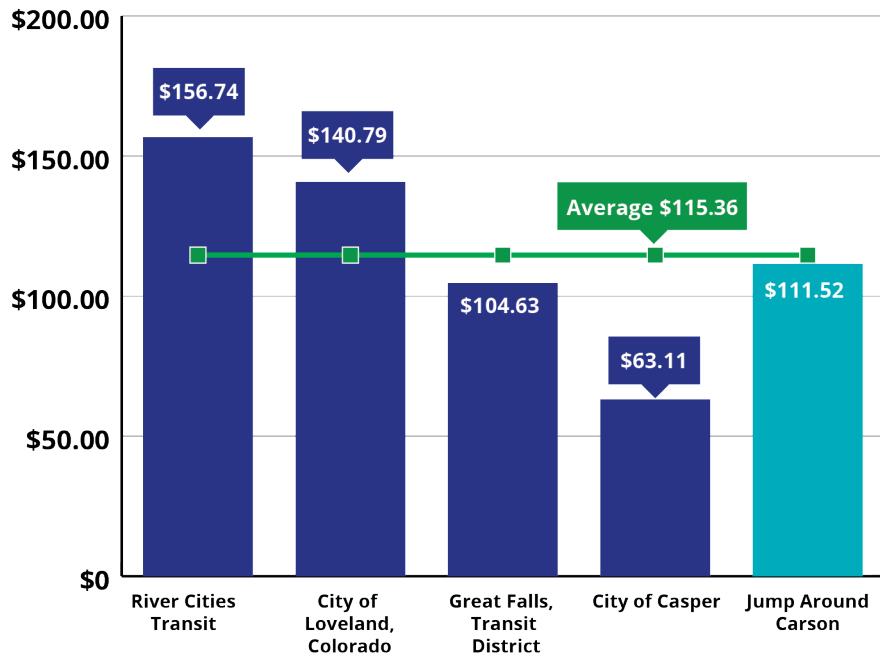
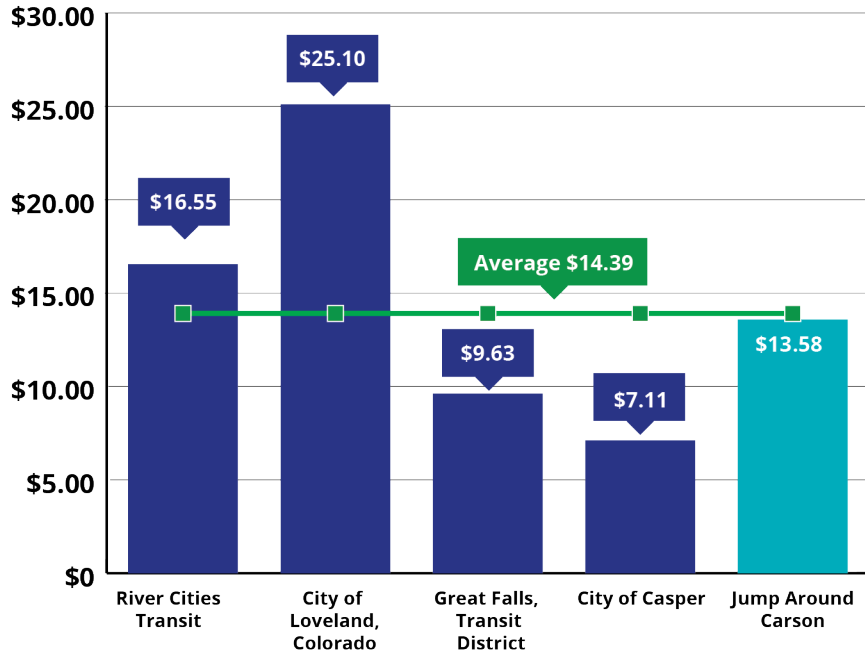


Figure 40. Fixed Route Operating Cost per Boarding



Demand Response Service Characteristics

Table 21 and Figure 41 through Figure 43 compare demand-response characteristics and performance were compared to peer agencies and summarized below. JAC has slightly higher boardings per revenue mile than the average between the peers but slightly underperforms against the peer average for cost per revenue hour and cost per boarding.

Table 21. Demand Response Characteristics of Peer Agencies

System	Annual Ridership	Vehicle Revenue Hours	Vehicle Revenue Miles	Annual Operating Costs
River Cities Transit	36,301	15,762	133,148	\$1,659,063
City of Loveland Transit	11,043	5,237	65,700	\$591,785
Great Falls Transit District	57,749	23,325	286,614	\$1,332,948
Casper Area Transit	28,232	14,024	168,285	\$1,412,007
Jump Around Carson	15,044	6,164	58,187	\$562,445

Source: National Transit Database <https://www.transit.dot.gov/ntd/transit-agency-profiles>, 2024

Figure 41. Demand Response Boardings per Vehicle Revenue Hour

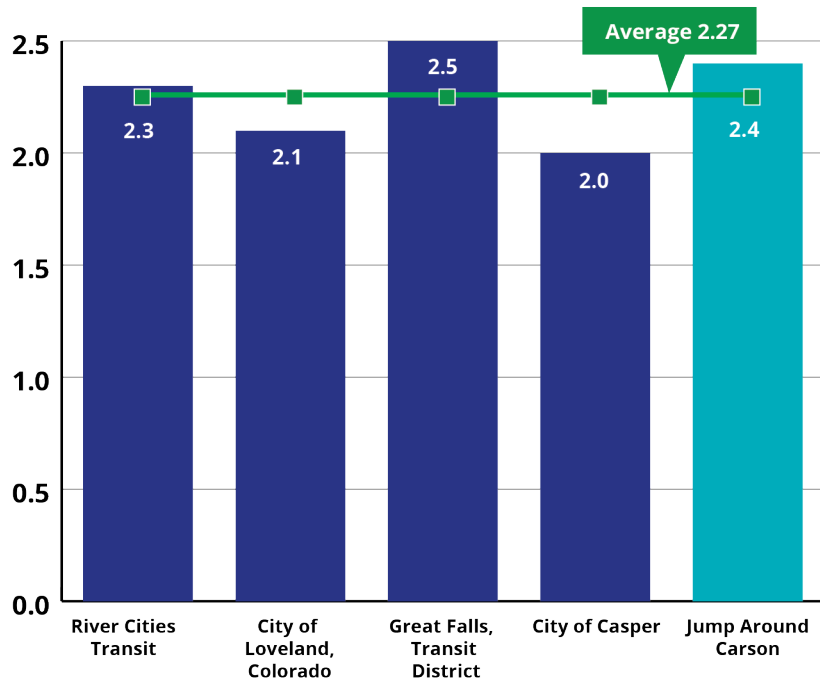


Figure 42. Demand Response Operating Expenses per Revenue Hour

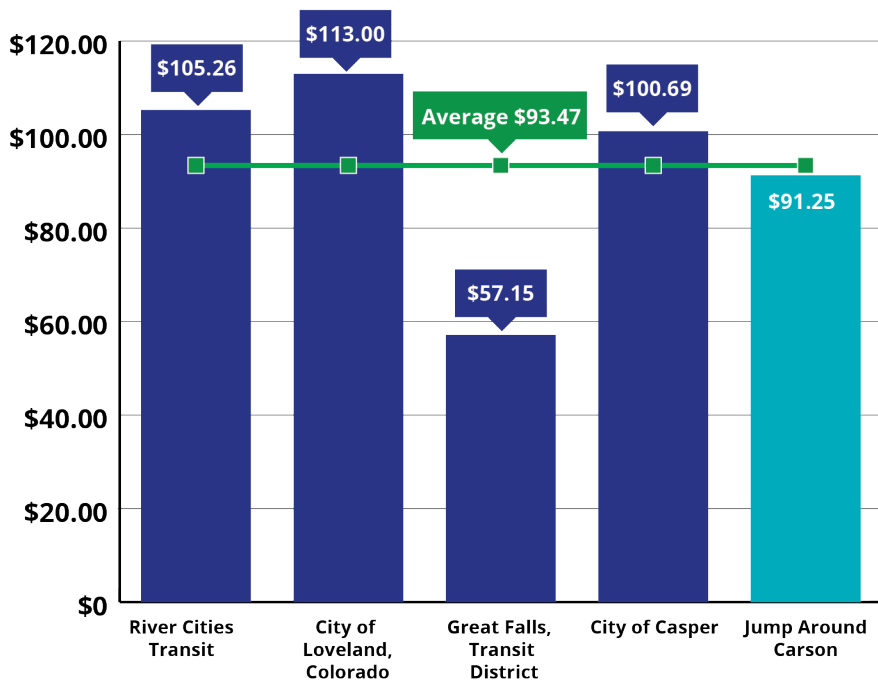
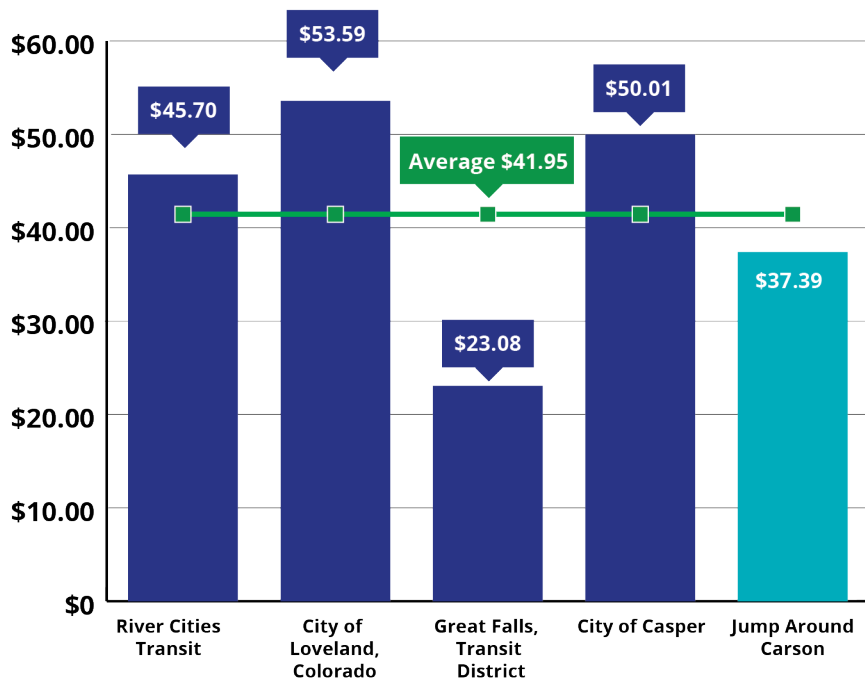


Figure 43. Demand Response Operating Expenses per Boarding



SECTION 3. OUTREACH AND ENGAGEMENT

Outreach Coordination

The first phase of outreach for the STTP was conducted in coordination with the CHSP and 2050 RTP outreach efforts. The specific requirements of the CHSP are detailed in Part 2 of this plan, and further details of the RTP outreach process can be found in that [plan](#).



A second round of outreach will be conducted for the STTP to seek feedback on the service alternatives proposed in this plan (detailed later in this section) prior to implementation of any recommendations. This pending community outreach will guide JAC in the development and execution of any of the proposed alternatives when taken into consideration with public feedback. Recommendations in this plan serve as a guide but are not static. Public participation is critical and required and will be conducted as funding allows for changes that can be sustainably operated. Phase one outreach for the STTP included:

Listening sessions: Listening sessions focused on topics such as commonalities in agency vision and goals; transportation system and transit needs and priorities; identification of issues, challenges, and possible solutions; review of planned projects within each region; project prioritization; financial challenges and opportunities; and identification of areas for continued collaboration between CAMPO and each respective agency.

Survey: A joint public survey included transit-focused questions for the STTP and the RTP development. The survey asked about transportation mode choice, barriers to public

transportation, potential solutions for improvements to transit, and regional transportation investment priorities. More detailed survey results can be found in Appendix C of the RTP.

Public meetings: As part of the RTP outreach, the public was invited to provide feedback at an initial public meeting. JAC staff provided boards and discussion topics for the STTP. Additionally, CAMPO staff led a series of three community meetings in each of the CAMPO member jurisdictions of Carson City, Douglas County, and Lyon County during the public comment period for the draft RTP. Each of these meetings provided opportunities for engagement on the JAC transit system and public transportation in general. One example is shown in Figure 44.

Driver and dispatcher surveys: Several JAC drivers and one dispatcher participated in a survey to provide feedback from their perspective as operators of the transit service, as they have the benefit of regular firsthand observations and often serve as the primary point of contact when interfacing with the public. The survey tool can be found in Appendix B. Results were kept anonymous to encourage feedback.

Onboard survey: In 2023, after the publication of the 2019 Transit Development Plan, but prior to this planning effort, an onboard survey was conducted on JAC fixed routes and JAC Assist. Responses from 47 riders, shown in more detail in Appendix C, are critical for understanding existing rider experiences. Surveys that ask transit-specific questions to non-riders are important for information about local travel trends, potential demand, and support for transit in general, but do not often translate to actual transit ridership. Existing riders can provide feedback that is often actionable.

Like all industries, word of mouth is considered to be the best form of advertising because people trust recommendations from people they know.

Figure 44. JAC Board Displayed at the September 2025 Draft RTP Outreach Event

The Short Range Transit and Coordinated Human Services Plan guides spending priorities for transit over the next 5 years

TOP THEMES	IDENTIFIED GAPS	POTENTIAL SOLUTIONS
 Connectivity	<ul style="list-style-type: none"> • The bus does not take people where they need to go • The bus takes too long to get to destinations • The bus is not available during the times people want it 	Service changes based on public outreach
 Accessibility	<ul style="list-style-type: none"> • Lack of amenities at bus stops • Lack of safe access to bus stops 	Capital Investment
 Awareness	<ul style="list-style-type: none"> • Limited awareness of how to use the system • Riders appreciate clear signage, real-time tracking, and multilingual materials 	Marketing and coordination efforts

WE WANT TO HEAR FROM YOU

How might JAC prioritize transit investment with existing funding constraints?

ACCESS

Provide longer, less direct service to destinations with **shorter walks to stops**

Provide **faster, more direct** service to destinations with longer walks to stops

FREQUENCY

Provide **more frequent** service with reduced operating hours

Provide less frequent service with **longer operating hours**

DAYS OF SERVICE

Provide **less weekday** service and **more weekend** service

Provide **more weekday** service and **less weekend** service

Key Takeaways

Key themes from these combined outreach efforts are described below.

Community and Agency Partner Interviews

- Better connections are needed for those outside the urban area, specifically for medical trips.
- More public awareness of services is needed, including enhanced information on how to use the transit system.
- Improved accessibility and amenities are needed at bus stops, as well as investment in first mile/last mile connections.
- Improved regional coordination is needed.

Common challenges to using public transportation:

the bus **does not** take people **where they need to go**,

it **takes too long** to get to destinations, and

the bus is **not available** during the **times people need it**

Public Survey and Community Meetings

- There is limited JAC coverage in terms of geography and operating hours.
- JAC trips take too long to get to certain destinations.
- There is not enough access to information.
- People don't know how to ride the bus.
- Public transportation improvements are among top priorities for respondents.

JAC Driver and Dispatcher Survey

- Bus stops improvements are needed in many locations (shelters/benches, lighting, and improved ADA access).
- Riders would benefit from extended weekend hours.
- Riders ask for bus service to new locations such as the JAC Administrative Building, Topsy Lane, Slot World, Classy Seconds, and Douglas and Lyon Counties.

SECTION 4: TRANSIT SERVICE PLAN

The transit service plan proposes changes to how JAC allocates resources to meet the needs of the community. It builds from existing conditions and trends, outreach and community engagement, peer review, and transit service design best practices.

Goals

STTP goals are designed to help prioritize strategies and projects for recommendations that can be implemented within the next five years. Goals can conflict with each other. For example, JAC currently operates a coverage-based system where most residents in Carson City have access to JAC Assist, if they are eligible. Coverage-based systems prioritize access. A transit system that prioritizes ridership will focus those same resources to geographical areas with population and density that supports more robust transit service.

Using the regional long-range transportation goals as a starting point for drilling down on mode-specific transit goals, JAC is seeking to grow ridership while still balancing mobility needs through strategies that can be categorized as:

1. **Safety:** Provide a transit system that is safe and secure for riders, employees, and the public.
2. **Sustainability:** Maintain a financially and environmentally sustainable transit system that supports long-term community resilience and supports economic vitality.
3. **Mobility and reliability:** Improve the ability of people to reach key destinations and essential services.
4. **Connectivity:** Improve multimodal integration between JAC and other modes such as walking and bicycling, and between regional transit providers.

Service Guidelines

Service guidelines provide a framework for managing, evaluating, planning, and communicating public transit investments. Establishing service guidelines sets expectations for how transit service should be designed and delivered in a way that is effective, transparent, and consistent.

Key performance metrics provide measurable indicators of how well the system is meeting its goals. Metrics such as ridership, reliability, cost efficiency, and customer experience enable agencies to monitor performance over time, identify trends, and diagnose where adjustments are needed. They allow agencies to clearly explain the rationale behind service changes and demonstrate progress toward safety, sustainability, mobility and reliability, and connectivity goals as well as ensure decisions are grounded in data.

Table 22 proposes guidelines and goals for performance metrics. JAC, along with the contracted operator, tracks these metrics today, and a quarterly report that summarizes monthly trends with graphics or through a dashboard is a way to provide the public and elected officials information about the system.

Table 22. Proposed Service Standard Guidelines

Performance Metric	Guideline	Goal
Annual boardings	Maintain fixed-route ridership	Increase fixed-route ridership over previous fiscal year
Boardings per revenue hour (fixed route)	8	10
Paratransit shared rides per hour	2.0	2.5
Operating cost per trip	Increase not to exceed inflation	Increase not to exceed inflation
Farebox recovery	5%	10%
On-time performance	85%	85%
Service availability	98%	100%
Preventative maintenance completed on time	100%	100%
Safety	Public Transit Agency Safety Plan (PTASP)	As established annually

Service and Operations Plan

The service plan is made up of two components: Service design and service availability. These answer what the network should look like, and when and how much service is available. Changes to where buses operate, when, and how often impact current riders and potential future riders.

If operating costs continue to rise, funding available to JAC through existing sources will not support existing service levels by FY2027. Thus, alternatives reflect a reduction in service to align with expected lower revenues. Some alternatives could be cost neutral in case funding becomes available for use. The Financial Plan will provide further details on cost projections.

Transit Network Design Principles

Public transit is a tool used to improve mobility within cities and regionally. Changing the Levels of service (where, when, and how transit shows up in the community) also changes who uses the services. To answer the best way to serve the most people with the resources available, there are key design principles that should be considered.

Type of service: Fixed route transit is most effective when it operates in dense, populated areas. For small cities like Carson City, transit service can range from a coverage-based system which offers some service to as many people as possible, often acting as a lifeline resource, as it currently does, or it can operate only when and where it will have the highest productivity. Transit systems often have a mix of productivity-focused routes and routes that provide lower levels of service to areas to ensure better geographical coverage. Table 23 provides an overview of land use and travel demand characteristics used as a starting point for applying appropriate types of service delivery.

Table 23. Characteristics by Transit Service Type

Transit Service Type	Land Use		Travel Demand	
Fixed Route	Dense urban corridor	7+ dwelling units (DU)/acre, mixed-use, major job centers	High	Concentrated along a corridor
	Urban/suburban arterial	4 - 7 DU/acre, strip retail, mid-size employers	Moderate	Somewhat concentrated
	Major activity hub	university, hospital, large employer campus	High	Concentrated at a single location
Demand Response, Flexible Fixed Route	Low-density suburb	1 - 4 DU/acre, cul-de-sacs, scattered jobs	Low	Dispersed
Demand Response	Rural / Small town	<1 DU/acre, small population centers	Very Low	Widely dispersed
Commuter/Intercity	Regional – between cities	university, hospital, large employer campus	Low	Dispersed

Demand response, also known as on-demand service in this context, can refer to a service that allows people to schedule rides in advance and is open to the public without eligibility requirements. Demand response is often comingled with ADA paratransit service only if ADA trips are prioritized to ensure agencies meet federal guidelines. Demand response services are not new, but newer variations of this type of service, such as on-demand and micro transit services, utilize technology to decrease wait times, improve ease of scheduling and fare collection, and use dynamic scheduling to improve the efficiency for the operator. Flexible fixed routes can be a way to extend the reach of fixed routes in designated areas along a route. They are useful in limited cases because the fixed route schedule still has time points it must adhere to.

Fixed route design principles include:

- Make service simple. This means operating along a direct path that minimizes deviations, with a route that is consistent in both directions.
- Maximize ridership through:
 - Operation along arterials.
 - Elimination/reduction of corridor duplication. This means two routes should not compete for the same rider, which is different from offsetting service along a corridor so that a rider has more trips to choose from.
 - Service to well-defined markets. This includes a mix of residential and community destinations (routes should have an anchor).
 - Spacing stops appropriately.
 - Effective coordination of service. Examples include transfers between routes that are straightforward for users and bus routes that are scheduled efficiently to arrive or depart from key locations at important times, such as slightly before a school bell or slightly after a business closes.
- Cost Efficiencies. Utilize existing routes and stops where possible to minimize the construction of new facilities.

The biggest drivers of transit ridership are:

- Frequency of service.
- Span of service: days of the week and hours of the day.
- Reliability.
- Network connectivity.
- Trip duration compared to driving a personal vehicle.
- Comfort.
- Safety and perceptions of safety.
- Access to bus stops.

These principles were considered and incorporated into service design alternatives. Many alignments and networks were tested as cost-neutral alternatives to the existing JAC network.

Service Design Options

Two network scenarios were analyzed, as shown in Table 24. In all alternatives, the more principles of network design that can be applied to a future network, the better the opportunity for ridership recovery. External economic, social, or environmental factors that drive transit ridership growth are not included here and are instead measured against expected performance of not changing the network.

Table 24. Service Network Option Summary

Scenario	Description	Cost	Implementation Timeline	Potential Change to Ridership
1 Coverage	Minor updates to current system	Neutral	0 – 1 year	Small increase
2 Ridership	Optimize network for ridership recovery	Moderate Capital Costs	0 – 2 years	Moderate Increase

Scenario 1: Coverage

This network maintains four bus routes and the hourly pulse point at the Downtown Transfer Plaza while providing minor updates to the existing network. Cost savings would primarily be realized by changes to the level of available service, described in more detail in the next section.

Alignment Modifications:

- Route 1:
 - At the northern end of the route, serve only the Carson Tahoe Regional Medical Center after the other medical facilities have closed in the evening. Paratransit boundary would not be impacted.
 - Northbound trips would not deviate from Roop Street to the loop along Beverly Street, Marian Avenue, and Long Streets because there is an existing stop less than 0.1 mile away on Roop Street, and it is a duplication of Route 2B during the same time.
- Routes 2A/2B:
 - Reduce the circuitous routing at Walmart by installing a southbound stop.
 - Provide bus access to the JAC Admin building.
- Route 3:
 - The one-way counterclockwise loop at the southern end of the route is longer than ideal but would require changes to traffic signalization along Snyder Avenue, such as at Center Drive, and at South Carson Street at Overland Street. If the City updates traffic flow in these areas, the route could be shortened, allowing for shorter travel times.

Stop Modifications: To increase ridership and improve safety, where routes have service bi-directionally, stops should be as close to the opposite side of the street of each other as is possible and safe. Examples along Route 1 include Hot Springs Road and North Carson Street.

JAC Assist: There would be no change to the JAC Assist boundary.

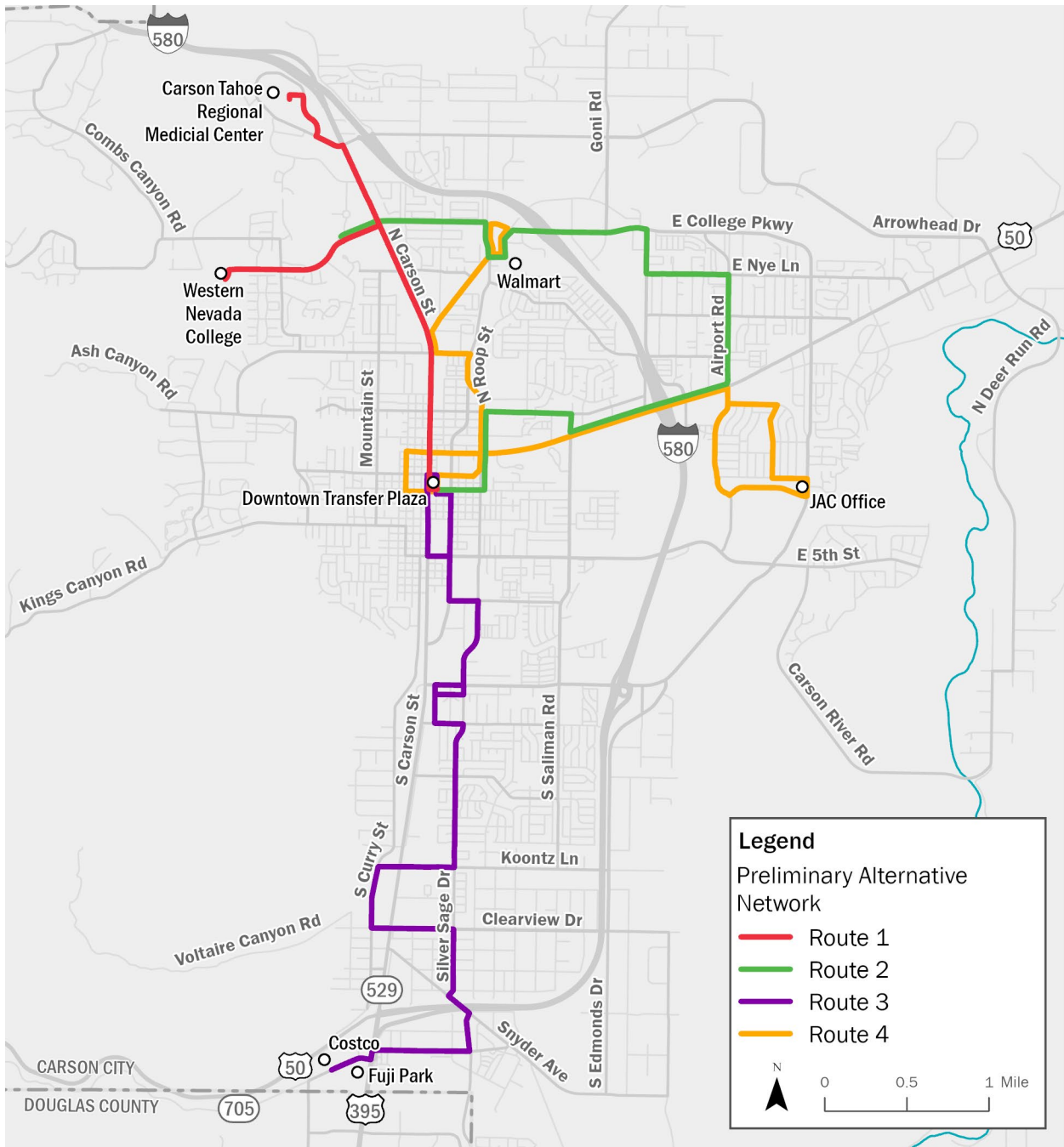
Ridership Expectations: This network does not reallocate service away from low-ridership corridors on Route 2A and 2B in northwest Carson City or provide a solution to the large one-way loop to in the area of the Stewart Community, but it provides consistency. Small ridership gains could be realized by improving stop access and by making trips faster by making routes less circuitous.

Implementation Complexity: Low

Scenario 2: Ridership

This scenario aims to improve ridership by improving frequency along two corridors where there is potential demand for transit service. It would also reduce duplication of service. Presenting the map in Figure 45 to the public for feedback and further modification will likely provide solutions that would benefit the greatest number of people. This option offers more direct, bi-directional, and less redundant service, to continue to keep as much geographical coverage, while also providing redundancy along corridors only where ridership is expected to benefit from it.

Figure 45. Scenario 2: Enhanced Ridership Goal



Alignment Modifications:

- **Route 1** would operate along North Carson Street and serve the Medical Parkway stops and Western Nevada College from the Downtown Transfer Plaza on alternating trips. The portion of the route south of College Parkway would be the trunk route served on all trips and have more frequent service, approximately every half hour. The portions of the route north of College Parkway or west on West College Parkway would be considered branches that would continue to be served hourly, as they are today.
- **Routes 2A and 2B** become linear Routes 2 and 4, with overlap along Highway 50, to provide better than hourly service, depending on how the routes are scheduled.
 - Route 2 maintains coverage of existing Routes 2A and 2B north of HWY 50 and east of I-580.
 - Route 2 proposes a new deviation between College Parkway and Airport Road, along East Nye Lane and North Lompa Lane. This recommendation is based on feedback received during public outreach. The ridership along the existing corridor of College Parkway and Airport Road between North Lompa Lane and North Nye Lane currently has very low ridership, and riders could easily walk or roll to the proposed new stops.
 - Newly proposed Route 4 maintains service to the Carson City Senior Center (via Roop Street) and along Winnie Lane and Hot Springs Road. It would meet at the Downtown Transfer Plaza when the other routes do, and pause for transfers, but the driver layovers would occur at the Walmart stop on the western/northern end, and a stop near Foodmaxx on the eastern end of the route.
 - Provide access to the JAC Admin building.
- **Route 3** would provide bidirectional service in the area of the Stewart Community.

JAC Assist: The proposed network reduces the JAC Assist boundary in the area north and west of the intersection at West King Street and North Ormsby Boulevard and south of Ash Canyon Road as it would no longer be within 0.75 miles of fixed route service. This neighborhood did not have any recorded trips on JAC Assist in FY2024.

Modifications to existing Routes 2A and 2B near the airport do not reduce service to any developed areas and the airport is still on the network. Similarly on Route 3, all of the area west of South Carson Street that has service today would continue to be within the JAC Assist service area.

Ridership Expectations: Ridership is expected to increase due to increased headways (higher bus frequency), route efficiencies, and broader geographic coverage when compared with existing service levels.

Tradeoff Considerations: This network reallocates resources from a corridor along Routes 2A and 2B through the northwest neighborhood between downtown Carson City and Western Nevada College which has low ridership on both fixed routes as well as JAC Assist. JAC Assist will still be available for eligible riders, and the two fixed route stops with daily usage are within walking distance to North Carson Street.

One potential tradeoff for Route 3 is the substitution of an alignment closer to downtown Carson City for existing service in both directions in the Stewart Community. The density and ridership west of South Carson Street between West Robinson and West 10th Streets can support transit and has ridership today despite only having one-way southbound service, but with financial constraints, and a disconnected street network east of South Carson Street, this area may be a great candidate for multimodal connections. This area of Carson City should be a focus of targeted outreach to understand how it might be better served by transit, or how other modes may help connect residents to key destinations.

Implementation Complexity: Medium. While loss of existing geographic coverage is minimal, the change will be significant for some riders, and community engagement will be important in adjusting proposed changes to mitigate potential impacts (perceived or real), providing an explanation of the benefits of the proposed changes, and to market these potential changes.

It's likely that some current riders who could lose service in this scenario would voice opposition. Feedback from community and rider outreach on how to best serve the areas west of South Carson Street between West Robinson and West 10th Streets will be crucial as this is an area that has a high potential to support transit. There may be opportunities to adjust the network shown in Figure 45 without sacrificing transit design principles that can grow ridership. JAC will need to balance community feedback with sound operating practices and help the Carson City RTC understand the tradeoffs to ensure the change can be successful.

Other: Consideration to ensure intercity connections are timed with local service at key stops, which the operating contractor can help design correctly based on existing running time information.

Alternative Service Designs

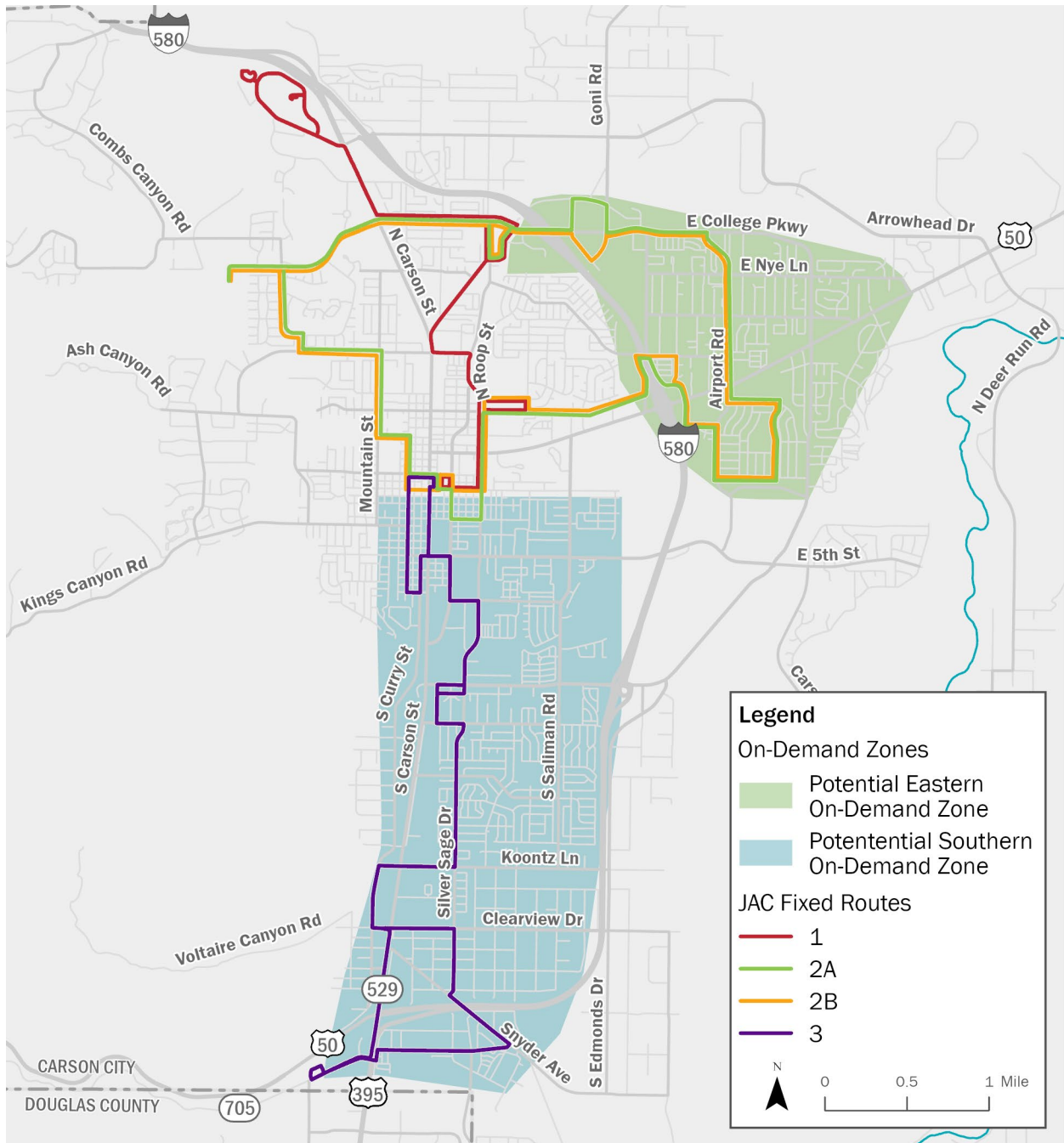
Hybrid Fixed-Route and On-Demand

While the Carson City RTC expressed hesitancy to potential hybrid fixed-route or on-demand service in the near-term due to financial constraints, these options still hold merit for long-term consideration as Carson City continues to change demographically, and land use patterns evolve through growth and adaptation.

This long-range scenario introduces an on-demand service delivery model in lower-density areas of Carson City to provide an opportunity to increase service availability more cost

effectively. It would maintain fixed route service along routes and corridors that can support higher levels of transit service, while along other routes, fixed route service may be reduced or eliminated in lower-density areas where ridership decreases during off-peak hours due to the closing of offices and services. Figure 46 shows the two zones that have the most potential for on-demand service based on population size, density, and proximity to key destinations and the potential fixed route network.

Figure 46. Hybrid Fixed Route and On-Demand Zones



The existing JAC fixed route network is shown for reference, but it would need to be adjusted based on the on-demand zone geographies and service options. Because on-demand service can combine paratransit and general public passengers, more vehicles may be available to provide the service.

Two main options for on-demand transit were considered in these zones. The first option would terminate the fixed route service after a set time and serve the area only with on-demand transit. The second option would eliminate the fixed route loop and replace it with an on-demand service. A high-level synopsis is included below, but either option will require additional analysis.

Option 1: Under this option, fixed route services in a given area would end, for example, at 5:30 PM, and the region would be served by only on-demand transit. This option would work well in areas where demand drops due to office and business closures, like the hospital or the Senior Center. Fixed routes in the given area would likely need adjustment to see greater cost savings. This option may not provide the same level of benefit under the current routes but may work well using routes under a Ridership Scenario as shown in Figure 46, where Route 2 could end service and the other routes continue.

If a pilot project were implemented primarily east of I-580, Routes 2A and 2B would need to be modified so that fixed route service could meet at Walmart or Foodmaxx, for example, but not fully overlap.

Option 2: Option 2 would eliminate a fixed route and replace it entirely with an on-demand transit service. Passengers would be able to access any destination within the region or be taken to a transfer point for service to other areas of the city. This option could work in the area currently served by Route 3 in the southern zone. This type of service would likely benefit residents in the Stewart Community, who have limited one-directional, existing hourly service on Route 3.

If a pilot project were implemented south of downtown, Route 3 could be:

- Fully eliminated, which would free up one vehicle for permanent use in the zone, or
- Shortened (potentially to Raleys on Koontz Lane or the Fandango stop on Curry Street) to continue service to higher ridership destinations. This would likely require changes to the other fixed routes to ensure a vehicle would be available to operate in the zone.

Key decisions that would need to be made include:

- Zone size
- Policies:

- Trip scheduling procedures, including advanced scheduling policies
- Wait times riders should expect
- Comingling operations policies (paratransit and general public)
- Trip tracking for ADA trips versus general public trips
- Trip eligibility, if any
- Late/no show policies
- Fares
- Procedures for connections to fixed route transit
- Pick up locations (curb-to-curb, or designated areas for key destinations)
- JAC staff time: Increased hours to introduce, market, and educate customers on how to use a new form of transit. Increased hours during a pilot phase to work with the operating contractor (likely under a new contract) in mitigating administrative and operational issues (learning curve) and monitoring of the program.
- Marketing, training, and outreach would be recommended to help users in areas previously unserved by transit to try the service.

Planning for success: One potential challenge for this type of service would be if ridership demand outpaced funding. In this scenario, two potential solutions include transition to a fixed route based on travel trends; or restriction of service through eligibility requirements, availability of service, or a reduction in the number of trips allowed (non-ADA trips).

In January 2025, SacRT in Sacramento, California, recently scaled down their on-demand program because the costs were not sustainable. The new program:

- Limited eligibility to low-income individuals, older adults, people with disabilities, and children between the ages of 13 and 17 if they have a low-income parent or guardian
- Reduced the total number of vehicles operating in each zone to reduce costs
- Allowed for two-day advanced booking to help with scheduling

If JAC were to pilot an on-demand zone and opt to start with an eligibility-restricted requirement (but more expansive than ADA paratransit), then policies regarding documentation for proof of eligibility and staff time to administer and approve registration would be needed. After almost a year of the new service, SacRT reported that they spent more time registering people than they initially planned for and are expanding eligible documentation to make the process faster and allow more people to use the service.

Cost projections: Costs will be dependent on the policies developed for the program. Tracking the split between ADA paratransit trips and general public trips will also be crucial for the operating contract as well as understanding local match requirements for federal funding.

The microtransit service at the Utah Transit Authority is viewed as a cost-effective coverage-based service. It carries 1.4% of total ridership but uses only 3.6% of the operating budget while covering 21% of the agency's service area.¹⁷

If this type of service were to be considered in the future, it would require a separate analysis to obtain the level of detail necessary to determine feasibility. It is recommended that Scenarios 1 or 2 are implemented while JAC develops processes and policies that would allow for better cost estimation, continued coordination with community organizations, and lessons learned from transit agency peers who are open to sharing their experiences.

Additional travel modes were researched to gain insight into how service could be leveraged to better serve Carson City. A few options listed below could be structured to remain cost neutral while improving the ability to access public transportation services.

Vanpool

Vanpool services are a pre-arranged commuter ride-sharing arrangement where 4-15 people, often coworkers, travel together to and from work in a leased van or SUV. These programs are mutually beneficial in that the consumer receives a subsidy on the vehicle lease, while the transit agency counts ridership and avoids directly providing the local match, allowing them to leverage federal dollars to improve transit in the area without a direct cost to the city. In most cases, the commuter pays less than if they drove themselves. Vanpool services also benefit the employer, who in some cases may cover or further subsidize the cost to the commuter to ensure employees have a reliable means of travel to and from work.

These programs are generally structured to include 3-4 parties. (1) A rental agency, such as Commute with Enterprise, provides the vehicle, maintenance, and administration of the program in coordination with the transit agency. (2) The transit agency provides federal funding to subsidize the cost of the program making it more affordable and attractive to the consumer. The amount of the subsidy is negotiated between the transit agency and the rental agency but is generally around \$600 or 50% of the rental rate per vehicle per month. (3) The consumer, generally employees, employers, or a combination of the two, pay the subsidized cost of the vehicle lease and fuel. Consumers also track daily passengers and miles traveled, which are reported to the vehicle provider, companies such as Enterprise, who then package and send the data to transit agencies for NTD reporting.

¹⁷ Presentation at the 2025 MPACT Mobility Conference in Portland, Oregon October 28, 2025. Session title: Microtransit: Holy Crap!! It Can Work!

Uber/Lyft/Taxi

On-demand ride-hailing services offer unique opportunities that have the potential to reduce costs by providing taxi vouchers or Uber/Lyft credits in lieu of running a fixed route or a JAC-operated on-demand transit service. For example, if the fixed route system did not operate in the early morning or late afternoon hours when ridership is at its lowest, and JAC chose not to operate its own on-demand service, then JAC would provide vouchers or credits to customers who would book rides through a third-party vendor. While the passenger would still be required to pay a fare, the remaining cost of the trip would be covered by JAC through an agreement with the third-party vendor. Preliminary conversations with possible vendors indicate there is a sufficient driver pool in Carson City to meet the demand in off-peak hours. This model, in theory, reduces overall costs by reducing overhead and by not running large buses for the small number of people who ride during off-peak times. JAC can continue to claim the ridership data for FTA NTD reporting purposes.

While this is an option for the fixed route system, it would not necessarily cover ADA Paratransit requirements. ADA-accessible vehicles cannot be guaranteed; therefore, JAC Assist would still need to operate during the hours this on-demand service is provided.

County Partnerships

JAC currently partners with RTC Washoe to provide a regional connector service between Carson City and Reno. Additional interlocal agreements should be pursued with Douglas County, Lyon County, and the Tahoe Transportation District to further connect neighboring regions in an effort to improve mobility for all Northern Nevada residents to their desired destinations. It should be noted that any agreement with these counties would require a financial contribution for operating buses in adjacent counties. Preliminary service options and cost breakdowns are below.

Douglas County: The public has long requested transit service to the shopping areas just south of Carson City. JAC staff continue to hear that riders want to be able to access the Topsy Lane area, which falls just outside the Carson City County line. There is an existing bus stop operated by TTD along Topsy Lane that can serve JAC as well. Extending fixed route service to accommodate this location also means extending JAC Assist's ADA Paratransit service area, which is $\frac{3}{4}$ of a mile from any fixed route as required by FTA regulations. Staff completed a high-level analysis of ridership and cost to Douglas County if this service were to begin.

It is estimated that ridership will be about 2,400 fixed-route trips and 400 paratransit trips per year. The annual cost to Douglas County is estimated at about \$6,000 for the first year. These costs would need to be reviewed and adjusted based on actual trips and mileage costs once service is established.

Lyon County: One option considered for service to and from Lyon County would likely be similar to the RTC Washoe's Regional Connector service. Depending on the level of service Lyon County is interested in, this service could run as few as once per day (out and back), 5-days per week, offering one morning and one afternoon connection to JAC, or more frequently, depending on the need and financial constraints. This service would not require expansion of ADA Paratransit service area.

Based on discussions, the service would likely originate in the Fortune Drive area of east Dayton and terminate at the JAC transit center in Downtown Carson City, a distance of about 14 miles. A stop in Mound House can be considered as well as there is a high transit propensity in this area. Estimating ridership for this type of service is difficult as it is highly dependent on anticipated users and frequency. The service would be eligible for FTA Section 5311 funding, which is allocated to Nevada for rural transit operations. The preliminary local cost to operate the service once per day on weekdays is estimated at \$75,000 per year, with a local one-time start-up cost of \$95,000 for vehicle purchases and stop construction. Approximately 60% of the cost would be attributable to Lyon County based on mileage. This is based on current cost assumptions and is subject to further analysis of the service operation. It is intended to convey an order-of-magnitude cost for operating such a service.

Tahoe Transportation District: TTD's Short-Range Transit Plan, adopted in January 2025, outlines a desire to connect and restart regional service between Carson City and South Lake Tahoe. Dubbed Route 21x in TTD's plan and operated by TTD, this regional service would provide commuters with an option to efficiently travel between residential areas in the lower valley and large employment centers in South Lake Tahoe. The service, as envisioned, would operate seven times per day, three in the morning, one midday, and three in the evening. CAMPO's Regional Transportation Plan further outlines this service and ties in a potential parking and ride lot near the intersection of I-580 / US 50 / US 395. The service itself would likely need to terminate at an existing JAC stop, which may include the bus stop Fuji Park.

Initial discussions with TTD regarding the cost for the service are not well developed. TTD has indicated that they may have the local match if JAC, through CAMPO, could provide federal transit funding. Additional detail is needed related to the cost-sharing amounts, and based on the estimated amounts, CAMPO will need to evaluate how much federal transit funding could be allocated to this service while still maintaining JAC service in Carson City. It is currently estimated that long-term funding may be limited, as JAC operating costs increase while federal formula funding remains flat or decreases.

Levels of Service Options

Levels of Service describe the various days, times, and vehicle deployment options to operate transit service. Service network alternatives presented as discussed beginning on page 97, could be operated at any level of service. Due to the expected budget shortfall as soon as FY2028, the next five years will consider how to reduce or alter services that will have the smallest negative impact on current riders. Service reductions lead to ridership loss; however, it remains crucial to match current funding realities for the sustainability of the transit service. Table 25 summarizes four service level options to consider.

Option A is currently cost-neutral; however, rising external costs may not support existing service levels. Conversely, Options B-D provide cost-savings opportunities to match budget projections through different service reductions. Estimated annual costs are based on FY2025 dollars and are not escalated. Traditionally, 3% is used to escalate costs, but based on current external factors, the costs here are left to show a level of magnitude, more than a precise operating cost. These costs do not factor in savings from mileage.

Deviated Fixed Route

Deviated fixed route is a hybrid public transit service that follows a set route with scheduled, designated stops but allows the vehicle to temporarily depart from the path to pick up or drop off passengers within a defined zone. A deviated fixed route could allow for a route to change due to low use, but commonly requested locations. An example would be for locations along US 50. When a passenger requests a drop-off or a pick-up, the fixed route bus would deviate from its normal route to the stop and then return to the route once completed. Enough time would need to be built in to allow for possible deviations.

Table 25. Levels of Service Options

Option	Route Network	Estimated Annual Change	Advantages	Risks
A	Maintain current span of service and annual operating hours	Cost: Increase dependent on external costs	Provides consistent service	Maintaining service levels in the short run may result in more drastic service cuts needed later
B	Reduce weekday hours	Save: \$25,000/vehicle, per service hour	Concentrates loss of service to trips that impact the fewest riders, and can be scaled	Reduced service, particularly during off-peak times, disproportionately impacts transit-dependent riders

Table 25. Levels of Service Options – Cont.

C	Operate fixed route during peak periods, and on-demand in off-peak periods	Anticipate savings. Depends on the service model	Potentially lower cost and more rider flexibility	Rider confusion regarding when the service operates. More on-demand requests than available vehicles
D	Repurpose up to 13 daily weekday hours and 8 Saturday hours from Route 2B. Essentially, the elimination of one fixed route.	Save: \$150,000	Route 2A would maintain service and reduced hours for 2B (lowest performing route), could be repurposed to serve more productive areas or held for cost savings	Ridership on Route 2A is likely to fall if Route 2B is eliminated
E	A combination of C and D, where one or two routes are replaced by on-demand during off-peak periods, or weekends.	Anticipate savings. Depends on the service model.	Potentially lower cost and more rider flexibility	Rider confusion regarding when the service operates.
F	Eliminate Saturday service	Save: \$200,000	Some hours could be repurposed for enhanced service on weekdays	Disproportionately impacts transit-dependent riders. Will also negatively impact weekday ridership as people will seek other transportation modes.
G	Shift transit operations from contract operator to the city	*Additional analysis needed	cost savings, city control of transit operations	Increased liability and an increased level of city staffing could present difficulties in adjusting service in the future if needed

A summary of recommendations is included along with the anticipated implementation timeframe. These may be implemented as a means to achieve the goals and meet the service guidelines.

Recommendations

Service Design

0-2 Years	2-5 Years	5+ Years
<p>Douglas County Regional Connection Recommend approaching Douglas County in preliminary discussions regarding the annual cost of adding this service. General process steps:</p> <ul style="list-style-type: none"> - Formalize cost calculations based on the service to be provided - Approach Douglas County with a proposal and a conceptual agreement framework - If amenable, develop a formal agreement and present to RTC - Begin operations 	<p>Scenario 2- Ridership Recommended for its ability to better address the JAC goals of sustainability, mobility, reliability, and network connectivity. General process steps:</p> <ul style="list-style-type: none"> - Public outreach on the route map - Identification of the required bus stop and ADA requirements - Presentation to RTC Board - Programming and design of new bus stops - Construction of new bus stops - Final public outreach on new routes opening date - Begin operating routes 	<p>Lyon County Regional Service Recommended to improve access for commuters and people needing medical appointments. Requires coordination with Lyon County on routes, stops, times, and maintenance. Cost-sharing agreement to be figured out between counties and the state. Vehicle procurement is potentially required.</p>
<p>Vanpool Recommended because of lower costs to the commuter, less demand on the roadway, lower parking demand, and increased transportation options to ensure employees can reliably get to work. General process steps:</p> <ul style="list-style-type: none"> - Coordinate with large businesses and other organizations that may benefit - Develop RFP to procure a service provider - Present contract/agreement to RTC - Begin vanpool services 	<p>On-Demand Services – Option 1 Recommend implementing on-demand options in place of fixed routes using information gathered during pilot projects tested under the Levels of Service recommendations. Potential to lower fixed route operating costs and provide better, more timely services in lower demand areas. General process steps:</p> <ul style="list-style-type: none"> - Public outreach and area planning - Develop potential RFP or contract modifications to the contracted operator - Present contract/agreement to RTC - Final public outreach on opening date - Begin on-demand services. 	
<p>TTD Route 21x Recommend to increase regional connectivity and transit use. General process steps:</p> <ul style="list-style-type: none"> - coordination with TTD regarding route planning and cost sharing - Presentation to RTC 		

Levels of Service

0-2 Years	2-5 Years	5+ Years
<p>Option B, Reduce Weekday Hours This option is likely to have the smallest negative impact on existing riders and can be scaled as needed. JAC can work with the operating contractor to determine, using existing data and feedback from the public outreach, whether eliminating the first morning weekday trip and then shifting all remaining trips earlier by 30 minutes would further reduce the negative impacts of a service reduction. General process steps:</p> <ul style="list-style-type: none"> - Identify options where hours can be reduced - Public outreach of potential change and anticipated start date - Align with other planned minor route adjustments - Final public notice - Begin new schedule 	<p>Review Option G Recommend further analysis on the positives and negatives of operating transit with City staff and potential cost impacts.</p>	<p>None</p>
<p>Pilot Option C, Hybrid of Fixed Route and On-Demand Recommended because of potential cost savings with added rider flexibility. It would be limited to one or two routes or a short period of time, such as at the end of the day. General process steps:</p> <ul style="list-style-type: none"> - Identify potential areas and routes where service can be implemented - Presentation to RTC Board - Develop potential RFP or contract modifications with the contracted operator - Present contract/agreement to RTC - Public outreach on start date - Begin on-demand services 		

Capital Plan

Providing cost-effective and reliable transit depends on the maintenance of JAC's capital assets. Long-term financial planning for capital infrastructure and rolling stock is a critical aspect of operating service. Understanding the financial resources required to maintain operations supports long-term sustainability of the system.

The capital plan aligns with financial resources already identified and programmed for capital projects, as opposed to unfunded projects with a longer horizon. Capital expenditures related to maintaining the State of Good Repair (SOGR) for vehicle fleet, facilities, and other capital assets are a priority. Financial demands to maintain SOGR can easily exceed five-year funding, so this plan reflects the JAC priorities for the short-term horizon.

This plan supports the City's efforts to complete capital projects that improve the JAC rider experience. During public outreach, feedback included support for sidewalk improvements that provide access to bus stops and safer street crossings. The Carson City region experiences hot and sunny summers as well as cold and windy winters, and potential riders are more inclined to choose transit if shade and shelter are available at bus stops. While capital resources are often limited, a good strategy would be to upgrade the stops with the highest numbers of passenger pick up and/or drop off.

Fleet

Due to current local funding constraints, JAC is encouraged to extend the life of its existing fleet before replacing vehicles or transitioning to a new fuel source that will require significant capital upgrades to the system to operate and maintain. Adherence to the JAC Transit Asset Management (TAM) Plan will help maximize vehicles in a state of good repair by providing flexibility in assigning vehicles to operate fixed route or the JAC Assist services, as the fleet can be dynamically assigned to keep mileage low on individual vehicles and ensure preventative maintenance is completed on time.

It's estimated that a total of 13 vehicles will be needed to maintain existing service over the next five years, based on current fuel assumptions, allocated as follows: Eight vehicles for fixed routes, including four spare vehicles, and five vehicles for JAC Assist, including three vehicles in service and two spares. Some vehicles are recommended to be capable of operating in both fixed route and paratransit service, if required. This fleet size does not account for the possibility of new intercity partnerships.

Minimal asset useful life standards for FTA grants are detailed in the 2012 FTA Circular 5010.1D Grant Management Requirements, and the 2024 FTA Circular 5010.1F Award Management Requirements include:¹⁸

- Large, heavy-duty transit buses 35 to 60-foot: At least 12 years or 500,000 miles
- Small, heavy-duty transit buses 30-foot: At least 10 years or 350,000 miles
- Medium, medium-duty transit buses 25 to 35-foot: At least 7 years or 200,000 miles
- Medium, light-duty transit buses: At least 5 years or 150,000 miles
- Light-duty vehicles (vans, light-duty buses, support vehicles): At least 4 years or 100,000 miles

Table 26 shows the plan for fleet replacement plan over the next five years, taking into consideration that five buses are classified as medium size, medium-duty, and 13 are light duty vehicles, 12 of which are in revenue service, and one is equipment. Two light-duty vehicles are expected to go into revenue service by the end of FY2026, replacing the two oldest light-duty vehicles in the revenue fleet. Two additional vehicles were purchased in FY2025 and are expected to be ready for revenue service in FY2027. Three more revenue vehicle purchases are expected between FY2026 and FY2027.

Over the next five years, six light-duty vehicles, and two medium-duty transit buses are expected to reach the mileage to classified them as meeting the minimum requirements for useful life that have not yet been identified for replacement. JAC is evaluating the performance and costs to maintain the existing fleet to inform how to reduce the revenue fleet from 17 to 13, so that future procurements enable the fleet to be used flexibly between fixed route and demand response service and improve control over maintenance costs by reducing fleet type variability. It is expected that among the eight vehicles that may reach their useful lives in the next five years, four could be removed from revenue service outright without impacting fleet needed to meet current service levels. The others could continue to be used past their useful lives, as needed.




¹⁸ US DOT Circular FTA C 5010.1F Award Management Requirements. November 1, 2024. <https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-09/C5010.1F-Circular-11-01-2024.pdf>. Page IV-35. US DOT Circular FTA C 5010.1 D Grant Management Requirements. August 27, 2012. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/C_5010_1D_Grant_Management_Requirements_2012_Page_Changes_8-27-2012.pdf. Page IV-17.

Table 26. Vehicle Replacement Plan

ID	Vehicle Size (ft)	Vehicle Description	Age	Current Vehicle Mileage	Use	Beyond FTA Useful Life FY2025	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
4238	21	Chevy G3500 Arboc Spirit of Mobility	13	227,270	Demand Response	Yes		Retire				
4239	21	Chevy G3500 Arboc Spirit of Mobility	13	235,237	Demand Response	Yes		Retire				
4241	24	Chevy G3500 Arboc Spirit of Mobility	10	109,716	Demand Response	Yes				Retire - Will not replace		
4242	24	Chevy G3500 Arboc Spirit of Mobility	10	127,631	Demand Response	Yes			Order expected		Retire	
4243	35	GMC C5500 Arboc Spirit of Liberty Low Floor	9	175,260	Fixed Route	Yes	Ordered		Retire			
4244	35	GMC C5500 Arboc Spirit of Liberty Low Floor	9	213,638	Fixed Route	Yes	Ordered		Retire			
4245	35	GMC C5500 Arboc Spirit of Liberty Low Floor	8	191,438	Fixed Route	Yes					Retire - Will not replace	
4249	34	Freightliner Arboc SOL34	6	136,786	Fixed Route	No			Order expected		Retire	
4250	34	Freightliner Arboc SOL34	6	134,165	Fixed Route	No				Order expected		
4251	24	Chevy Express 4500 Arboc Spirit of Mobility	5	71,288	Fixed Route	Yes				Expected UL	Order expected	
4252	24	Chevy Express 4500 Arboc Spirit of Mobility	5	51,758	Fixed Route	Yes					Order expected	

Year of replacement/retirement
Useful life/vehicle is being used
Beyond useful life benchmark

ID	Vehicle Size (ft)	Vehicle Description	Age	Current Vehicle Mileage	Use	Beyond FTA Useful Life FY2025	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
4253	19	Minivan Ram Promaster 3500	3	37,926	Demand Response	No						
4254	28	Chevy Express 4500 Arboc Spirit of Mobility	3	74,215	Fixed Route	No			Expected UL			Order expected
4255	28	Chevy Express 4500 Arboc Spirit of Mobility	3	67,473	Fixed Route	No			Expected UL			Order expected
4256	28	Chevy Express 4500 Arboc Spirit of Mobility	3	77,972	Fixed Route	No			Expected UL			
4257	28	Chevy Express 4500 Arboc Spirit of Mobility	3	68,827	Fixed Route	No			Expected UL			
4258	28	Chevy Express 4500 Arboc Spirit of Mobility	3	50,178	Fixed Route	No				Expected UL		
4359	23	Chevy Express 4500 Arboc Spirit of Mobility	0	0	Both	No		Replaces 4238				
4360	23	Chevy Express 4500 Arboc Spirit of Mobility	0	0	Both	No		Replaces 4239				
4361	29	Low-floor Gillig	0	0	Fixed Route	No				Replaces 4243		
4362	29	Low-floor Gillig	0	0	Fixed Route	No				Replaces 4244		
5354	--	Truck 1500 Double Cab Chevy 1500	2	7,777	Equipment	No						

 Year of replacement/retirement
 Useful life/vehicle is being used
 Beyond useful life benchmark

The 2024 CAMPO Zero-Emission Transition Plan outlined the needs and strategies for moving toward a fleet of alternative fuel vehicles. This plan serves as a guide should JAC decide to move toward alternative fuels in the future. The purchase of alternative fuel vehicles is not currently anticipated. Before assuming a transition to zero-emission vehicles, Carson City should continue to track full lifecycle cost projections, as there are fewer light-duty BEBs on the market and they are more expensive than traditional diesel or hybrid buses, come with other capital expenses, and have the same lifecycle minimums as today's fleet. Minimizing local matching funds needed to support passenger service over the next five years may provide an opportunity for JAC to focus on key upgrades to the system that help riders use the system, while positioning for grants and coordinating with utilities and other City departments as other non-revenue fleet transition to zero-emission as well.

Facilities and Infrastructure

JAC should continue to pursue recommendations for the transit center improvements at the Downtown Transfer Plaza, per the 2023 Carson City JAC Transit Center Study. Key steps that include JAC staff time are the continued coordination with adjacent property owners to consider partnership opportunities, conduct a focused traffic study to support the conversion of Plaza Street to one-way northbound, and retain a firm to develop plans for a new operator facility.

The Scenario 2 Ridership network alignment is designed to operate with hourly headways, as current routes do, but the proposed Route 4 is designed as a through route at the Downtown Transfer Plaza, and therefore coordination with Walmart and one of the businesses in the plaza near or at FoodMaxx will be important to ensure buses have designated spaces for parking during driver breaks. Paint and/or signage will be needed at the curb near the FoodMaxx to identify such an area.

Additional consideration should be given to Bus Only Lanes when constructing or improving roadways known for high levels of traffic that also support existing or planned transit routes. This not only ensures buses operate on schedule but also shows a level of priority for public transit that could attract new and retain existing riders. Coupled with signal priority, which is discussed more in the Technology section below, travel times on the bus could be improved to provide more frequent service.

Downtown Transfer Plaza

Short-term recommendations for improvements included:

- Additional shelter space and benches for peak passenger loads
- ADA sidewalk and curb ramp upgrades
- Improved lighting
- Reduction in the distance between stops for bus transfers

- Wayfinding and clear designation for passenger waiting areas so as not to encroach on nearby property

Long-term recommendations for improvement included:

- Restroom facilities for drivers
- Additional and defined vehicle bays
- Real-time route information displays

The recommendations also suggested a modest enclosed building for passenger waiting, staff office, and break facilities, and the installation of vending machines, but noted the site does not have space for this type of facility. New development may be able to provide some of these services.

Bus Stop Improvements

Access to bus stops and the waiting environment at bus stops are important to the convenience of using the system, as well as perceived and actual safety considerations, and the quality of service.

JAC plans to install bus stop lighting and replace bus stop signs across the City. The JAC Transit Stop Lighting Project has a budget of \$354,468 and will be funded with FTA grant money and a 20% local match.

After network modifications are finalized, bus stops will need to be removed from some areas and relocated to other areas. Stops that average more than one trip per day should be prioritized for additional amenities and cleaning or maintenance and stops at key destinations where potential ridership could be higher based on nearby land uses should also be considered. Over time, bus stops should also be brought into compliance with the Americans with Disabilities Act (ADA).

As road improvements and multi-modal corridor improvement projects occur in the following years through other funding sources, JAC staff should aim to provide feedback to project managers that support direct paths, and solutions that minimize ongoing maintenance, or that make maintenance at bus stops faster or more efficient.

Technology, Equipment, and Site Safety

Safety

Capital expenditures that improve safety for riders and operators can help costs, increase ridership, and ensure the safety of employees.

Cameras: Cameras at key stops, including the downtown transfer center help expedite insurance claims when crashes occur, and can provide safety data that can help inform decisions about stop citing and road design improvements. Insurance costs in the industry

are rising, in terms of both number of claims and the average cost per claim, so technological solutions to mitigate this are encouraged.¹⁹ JAC also maintains cameras at its administration facility and fleet maintenance to monitor the security of the bus storage. Additionally, JAC is evaluating vehicle camera options to ensure audio and video footage is captured on buses when needed. This will be integrated with the system requirements of the contract operator to avoid duplication of efforts.

Building Safety and Security: Ensuring safe working conditions for transit employees is critical. Projects to improve facility safety and security include parking lot enhancements, including signing, striping, bollards, and parking stops, as well as a new or repaired storage shed for safe keeping of fluids and equipment, and the instillation of barbed wire to fill gaps of existing barbed wire around the JAC admin yard. Building upgrades may include locking windows and doors, window blinds, screening, and other safety measures designed to prevent serious injuries. All safety elements should be in line with JAC's Public Transit Agency Safety Plan (PTASP).

Fare Collection

Increases in the use of electronic fare payment through Token Transit can reduce farebox hardware maintenance needs and potentially collection frequency. This type of payment also allows for data tracking using automatic passenger counters, known as APCs, to validate where riders board.

JAC may benefit from a modern transit payment method used by many transit agencies that lets riders pay with contactless bank cards. These systems use a reader that can deduct fares instantly from a debit or credit card and can track transfers. They are convenient for passengers and would be especially versatile if they were able to be integrated with neighboring systems. While JAC has existing agreements for free transfers between systems operated by RTC Washoe, DART and TTD, some riders might use these services independently at other times. JAC may also benefit from piggybacking off of technology contracts with RTC Washoe, possibly saving by 'buying in bulk'.

There are drawbacks to a touch pass system. JAC would need to develop policies on how operators should handle fares if there is a connectivity issue with card readers when mobile apps glitch or are unavailable, or if there are errors or delays in payments autoloading. JAC also needs to be mindful of data privacy breaches, and how to handle lost or stolen cards.

From the customer perspective, a technology barrier will always exist for some segment of riders, and some will always prefer paying cash. This enhances the need for clear policies,

¹⁹ <https://riskandinsurance.com/public-transit-liability-costs-surge-9-annually-as-industry-grapples-with-post-pandemic-recovery/>

procedures, monitoring, reporting, and auditing for each of the three potential payment methods.

Mobile ticketing that requires JAC to pay annual subscriptions is at risk of increasing price structures over time. The cost to upgrade software or replace hardware for fare readers and cash fare collection, as well as rising contract costs for cash collection from fareboxes and audits, is also anticipated to rise over time. With farebox recovery ratios under 10%, it is recommended that JAC track costs to collect fares, as there is a tipping point at which not collecting fares saves money for the agency. Ridership increased during the fare-free period during FY2022, and if it is found that updates or upgrades will take years to recuperate costs, JAC should consider another fare free pilot.

Signal Priority and Preemption

Signal priority is when a vehicle is fitted with a transponder that communicates with the traffic signal to hold a green light a few seconds longer or change a red light to green a few seconds sooner. Signal preemption, on the other hand, refers to vehicles fitted with a transponder or other device that can force the traffic signal to change from red to green or keep a light green. Forcing a light to change can disrupt the signals' programmed timing and may require multiple cycles for an intersection to get back onto the programmed cycle; for this reason, signal preemption may be limited to pre-selected times or only on a limited number of signals.

Incorporating signal priority or preemption transponders into public transit vehicles is recommended and would help keep buses on time, especially during peak traffic periods, without causing excessive delays for other travelers. An example of how this could benefit JAC is on route 3 between 4:00 pm and 6:00 pm at the intersection along S. Carson Street. During rush hour, intersections in this area can cause major delays due to increased traffic flows. With signal priority, the buses would have an easier time keeping their time points and operating an on-time service.

Financial Plan

The financial plan includes an overview of trends since the 2019 JAC Transit Development and Coordinated Human Services Plan, and documents projections for revenue and expenditures over the next five years. Carson City financial reports and budgeting forecasts were used in considering service level, network, and other transit recommendations for the planning horizon.

The financial plan summarizes data at the time of the report and may not directly reference changes to new funding sources, or changes in distribution of federal funds as a result of the availability of required local match.

Current Financial Picture

JAC revenue is directly generated income from riders who pay fares, fare reimbursements from agencies who buy passes for their customers, and advertisement on buses and shelters. The Carson City General Fund is the main source for local funds. The State of Nevada contributes to transit through two agencies: the Nevada Health Authority (NHA), and the Nevada Aging and Disability Services Division (ADSD).

JAC accesses three ongoing federal funds that are apportioned²⁰ based on legislative formulas:²¹

- **The Urbanized Area Formula Funding program²²** (49 U.S.C. 5307), known as Section 5307 or 5307 is available for urbanized areas with populations of more than 50,000 and can be used for operating or capital expenses. For urbanized areas with under 200,000 people, the appropriations formula is based on total population, low-income population, and population density. For operating expenses, the federal share may not exceed 50% of the net project cost. For capital expenditures, the federal match may not exceed 80% of the project cost. However, the federal share may be up to 85% for vehicle purchase or 90% for vehicle-related equipment or facilities for the purpose of complying or maintaining compliance with the ADA and Clean Air Act.
- **The Enhanced Mobility of Seniors & Individuals with Disabilities²³** (49 U.S.C 5310) was discussed in Section 3 Coordinated Human Services Plan. It is the formula fund that apportions funds based on state's share of the population of seniors and people with disabilities. It aims to remove barriers to transportation services and expand mobility options for older adults and people with disabilities. The funds can be used for capital projects, or operating projects that go beyond the scope of the ADA complementary paratransit services. For operating assistance, the federal match cannot exceed 50%. For capital projects, the federal share can be up to 80%. There is also 10% of the fund eligible to fund program administration, planning, and technical assistance, which can be fully covered.
- **The Grants for Buses and Bus Facilities Formula Program²⁴** (49 U.S.C 5339) provides funding to rehabilitate and purchase buses and equipment and to construct bus-related facilities, which can also include technological changes to modify low- or no-

²⁰ <https://www.transit.dot.gov/funding/apportionments/current-apportionments>

²¹ <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-06/Section-5307-Urbanized-Area-Program-BIL-update.pdf>

²² <https://www.transit.dot.gov/funding/grants/urbanized-area-formula-grants-5307>

²³ <https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

²⁴ <https://www.transit.dot.gov/funding/grants/busprogram>

emissions vehicles or facilities. Eligibility includes operating fixed route bus service. Section 5339 also includes two competitive programs: Bus and Bus Facilities Competitive Program and the Low or No Emissions Bus Vehicle Program.

In calendar year 2020, the FTA began passing legislation to release billions of dollars to help support transit agencies operate during the COVID-19 pandemic. Temporary federal funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020 and the American Rescue Plan Act (ARPA) in 2021 allowed transit agencies to use for operational support to maintain service, which was deemed essential, during the first two years of the pandemic to cope with reduced ridership and increased costs to maintain service. The funding was administered by the FTA through Section 5307 urbanized area formula grants.

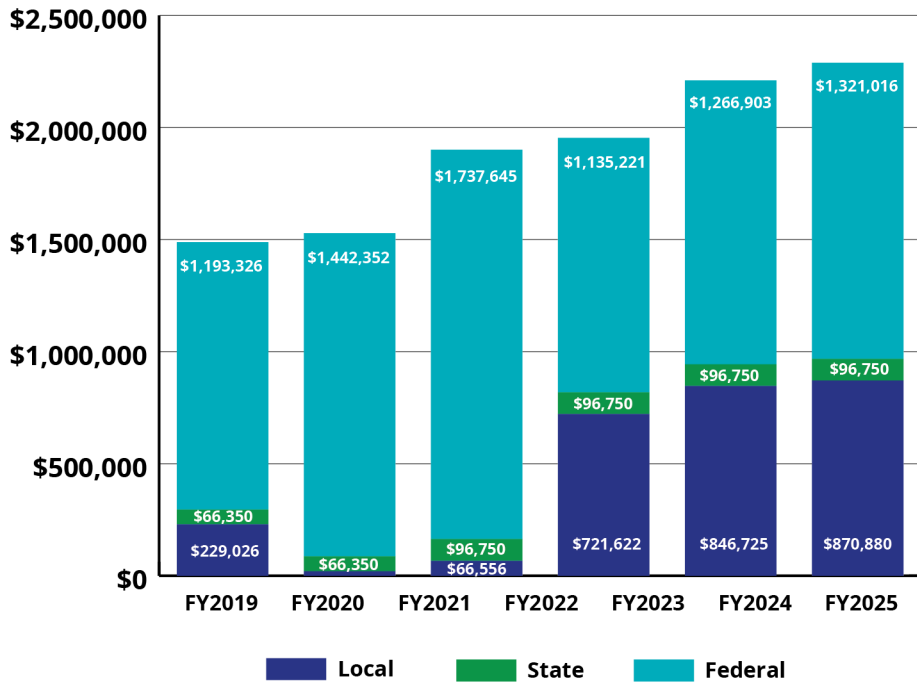
Revenue

Federal funding in FY2021 and 2022 to support transit agencies during the pandemic allowed for a significant reduction in local match, at a time when farebox recovery was low. Table 27 and Figure 47 show the distribution among sources. This data comes from the FY2026 Transit Fund Map that is part of Carson City's annual budgeting process. It may vary slightly from figures reported in the NTD, as the annual budgeting process is able to reconcile anything that needs to be updated. Table 28 and Figure 48 highlight capital revenue funding sources.

Table 27. Operating Revenue, by Funding Source FY2020-2025

Source	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Local	\$160,671	--	\$46,141	\$616,715	\$722,724	\$754,800
Directly Generated	\$53,555	--	\$20,415	\$104,907	\$124,001	\$134,567
State	\$66,350	\$66,350	\$96,750	\$96,750	\$96,750	\$96,750
Federal	\$1,193,326	\$1,442,352	\$1,737,645	\$1,135,221	\$1,266,903	\$1,321,016
Other	--	\$19,784	--	--	--	--
Total	\$1,488,902	\$1,528,486	\$1,900,951	\$1,953,593	\$2,210,378	\$2,307,133
Source: JAC Transit						

Figure 47. Operating Revenue by Funding Source FY2020-2025



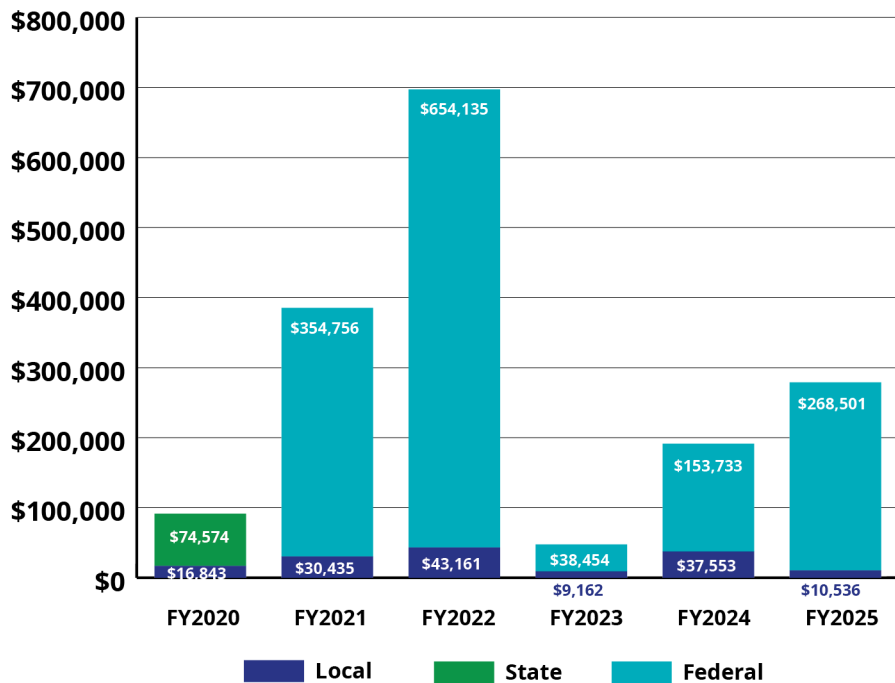
Source: [FTA NTD Transit Agency Profiles](#)

Table 28. Capital Revenue by Funding Source FY2020-2025

Source	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Local	\$16,843	\$30,435	\$43,161	\$9,162	\$37,553	\$10,536
State	--	--	--	--	--	--
Federal	\$74,574	\$354,756	\$654,135	\$38,454	\$153,733	\$268,500
Total	\$91,417	\$385,191	\$697,296	\$47,616	\$191,286	\$279,036

Source: JAC Transit

Figure 48. Capital Revenue by Funding Source FY2020-2025



Expenses

Although JAC fixed route service has provided a consistent level of service over the past 20 years, cost to provide the service has increased. Between calendar years 2019 and 2025, inflation increased by 26.8%, further eroding the purchasing power to maintain the system at existing levels of service.

Expenses related to operation and maintenance are shown in Table 29. This data comes from the City Transit Fund Map. Between FY2021 and FY2025, expenditures rose 58%. Although the operating contract rose 61% over the past five years, it remains about 65% of the total operations costs. Similarly, fuel costs have risen 76%, holding steady at about 7% of the total operating cost.

The category with the biggest increase over five years is associated with services. Software maintenance contracts are impacting many industries, and prior to FY2023, JAC had minimal software with annual fees. Now, transit agencies across the country are paying for software that is critical to operations, such as Ecolane paratransit scheduling software, Transloc, which tracks fixed route buses for customers, and tracks key performance metrics to ensure the system is running. Contactless fares through Token Transit, and others. Services are also expenses that are likely to include the cost of labor for work such as farebox collection and internal service charges billed to JAC by other City departments. Bus stop cleaning is done by Carson City staff with roles and responsibilities that fall under the Department of Public Works and is likely a lower expense than if stop and cleaning services were contracted out,

as the labor hours can be spread to multiple cost centers for per full time employee. Table 30 highlights capital expenditures.

Table 29. Operations and Maintenance Expenditures FY2021 - 2025

Expenditure Category	FY2021	FY2022	FY2023	FY2024	FY2025
Salaries and Benefits	\$75,035	\$85,386	\$72,398	\$113,302	\$92,448
Operating Contract	\$989,978	\$1,124,380	\$1,173,153	\$1,494,221	\$1,557,707
RTC Intercity	\$50,601	\$69,154	\$75,829	\$89,712	\$87,330
Services and Supplies	\$48,970	\$109,050	\$58,876	\$123,516	\$112,216
Vehicle Maintenance	\$70,548	\$137,754	\$133,169	\$238,744	\$262,157
Vehicle Fuel	\$99,300	\$174,687	\$173,531	\$151,186	\$121,383
Admin/Other	\$212,686	\$178,438	\$186,304	-\$6	\$2
Total	\$1,547,118	\$1,878,849	\$1,873,259	\$2,210,674	\$2,233,244
Source: JAC Transit					

Table 30. Capital Expenditures FY2021 - 2025

Expenditure Category	FY2021	FY2022	FY2023	FY2024	FY2025
Vehicle Replacement Program	\$350,621	\$687,744	\$47,616	--	--
Facilities Upgrade	\$39,805	\$1,250	--	\$191,286	\$267,841
Equipment	--	\$9,552	\$80,320	--	\$11,139
Furniture and Fixtures	--	--	--	--	--
Total	\$390,427	\$698,546	\$127,936	\$191,286	\$278,980
Source: JAC Transit					

The total operating contract expenditures are divided as a ratio of 65% for fixed route and 35% for JAC Assist. After directly generated revenues of fares and advertising are subtracted from expenses, the resulting cost is then split by mode, using the 65/35 ratio to calculate the allowable federal and local funding matches. Figure 49 shows the operating costs by service type, and Table 31 shows the ratio of total operating costs between fixed route and JAC Assist.

Figure 49. Operating Expenditures by Service Type, FY2019-2024

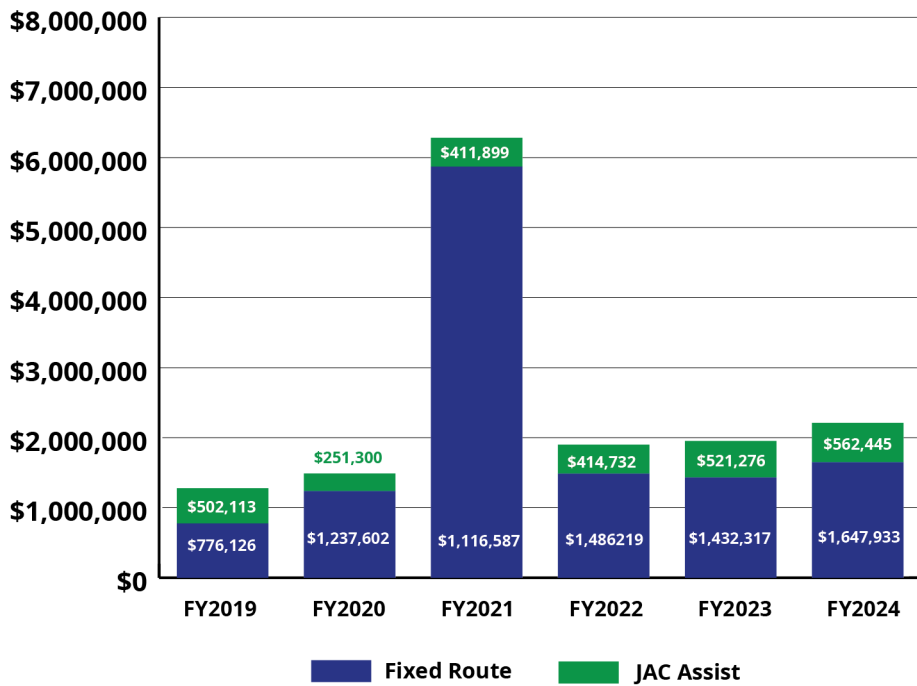


Table 31. Total Operating Expenditures by Service Type, FY2019-2025

	Fixed Route	JAC Assist	Total
FY2019	61%	39%	\$1,278,239
FY2020	83%	17%	\$1,488,902
FY2021	73%	27%	\$1,528,486
FY2022	78%	22%	\$1,900,951
FY2023	73%	27%	\$1,953,593
FY2024	75%	25%	\$2,210,378
FY2025	77%	23%	\$2,307,133
Source: JAC Transit			

Rising operating costs predate the COVID-19 pandemic. The exception is JAC Assist operating costs due to the decline in ridership in the last quarter of FY2020, and in FY2021. Only completed ADA paratransit trips are invoiced, compared to fixed route service that operates regardless of how many people ride, so the decrease in ridership has a direct correlation to expenses.

Capital costs vary from year to year, as expected, with the highest expenditures being related to procurement of rolling stock and major facilities projects, such as the Downtown Transfer Plaza. By mode, fixed route service accounts for most capital purchases, as shown in Table 32.

Table 32. Total Capital Expenditures by Service Type, FY2019-2025

	FY 2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Fixed Route	\$1,232,678	\$91,417	\$385,191	\$687,744	\$47,616	\$191,286	\$278,980
JAC Assist	--	--	--	\$9,552	--	--	--
Total	\$1,232,678	\$91,417	\$385,191	\$697,296	\$47,616	\$191,286	\$278,980

Source: JAC Transit

Looking Forward: Five-Year Financial Plan

The five-year budget for JAC was prepared as part of the Carson City budget. Table 33 shows the projected expenditures by revenue source and category of expense are summarized below. The overall expenditures for JAC are expected to grow until FY2028 and then fall in FY2029. The total federal share is projected to shrink beginning in FY2029 over the previous year due to the temporary funds being expended and expiring. The inflation rates were calculated at 6% for FY2026 and 4% for FY2027 and then dropped back to 3% for FY2028 and beyond. The operating forecast is further broken down by category of expense in Table 34.

Local match contribution is also projected to be a limiting factor in being able to access all available formula grant funds. However, as mentioned in the “Plan Funding Sources” section, the Carson City RTC could consider new and expanded funding sources such as a dedicated tax, improvement district, advertising, and interlocal funding agreements with partner agencies to offset local funding constraints.

Table 33. JAC Five-Year Expenditure Projection, FY2025-2030

	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Total Operating Costs	\$2,307,133	\$2,143,800	\$2,263,590	\$2,354,969	\$2,420,118	\$2,467,259
Vehicle Capital Costs	--	\$586,000	\$220,000	\$760,000	\$450,000	\$700,000
Other Capital Costs	\$278,980	\$380,000	\$642,868	\$475,004	\$492,354	\$399,925
Total	\$2,586,113	\$3,109,800	\$3,126,458	\$3,589,973	\$3,362,471	\$3,567,184

Source: JAC Transit

Table 34. Five Year Operating Expenditure Projection, FY2026-2030

	FY2026	FY2027	FY2028	FY2029	FY2030
Salaries and Benefits	\$123,800	\$128,600	\$132,000	\$136,000	\$141,000
Operating Contract	\$1,649,600	\$1,649,600	\$1,700,000	\$1,750,000	\$1,802,000
RTC Regional Connector	\$75,000	\$87,000	\$92,000	\$92,000	\$100,000
Services	\$211,900	\$219,000	\$272,000	\$233,000	\$264,000
Vehicle Maintenance	\$293,000	\$293,000	\$309,000	\$314,000	\$320,000
Fuel	\$140,000	\$140,000	\$141,000	\$143,000	\$147,000
Other	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total	\$2,498,300	\$2,522,200	\$2,651,000	\$2,673,000	\$2,779,000
Source: JAC Transit					

SECTION 5: IMPLEMENTATION PLAN

In the next five years, actions that can position transit service as a part of the transportation suite of mobility options, as opposed to a mode in competition with others, will be a great benefit to Carson City. With current funding levels, JAC must focus on its strengths, and not spread itself too thin, to ensure it is still useful to most people when it operates. Table 35 provides specific actions, along with an implementation timeline for each recommendation.

Long-range recommendations, as well as those to position towards in the next short term plan, include providing access across county lines to high demand locations, such as the Topsy Lane Walmart, and take steps to implement policies that would enable an on-demand service to be piloted in a low-density area of Carson City where ridership is low, but need for transit service exists.

Recommendation timelines were developed with consideration to available transit staff and resources. Ideally all recommendations would begin in year 0; however, it is not possible for all the recommendations to begin in year 0 due to the effort required by staff.

Table 35. Implementation Guidance for Service Recommendations

ID	Recommendation	Action	Timeline
1	Improve data collection and monitoring processes by developing spreadsheets or dashboards that can aggregate and parse key metrics.	Operating contractor and JAC staff point of contact with software that tracks key performance metrics to develop a plan and execute the plan.	Year 0
		JAC staff should track monthly or quarterly and work with contracting operator or software vendors to correct issues.	
2	Improve reliability by updating time points.	Timepoints should be major destinations, and the same in both directions. JAC staff should work with contracting operator to confirm running times are accurate throughout the day and between weekdays and Saturdays. JAC staff should update the online and printed schedules, and the contracting operator should update the General Transit Feed Specification (standard open source data that is used by software and apps to access real time stop and vehicle location), advertise any updates.	Year 0, then annually
3	Minor route adjustment to connect JAC Admin Building to fixed route system	Install a bus stop in front of the JAC Admin Building and adjust route 2A to accommodate the new stop location.	Year 0
4	Vanpool services	Coordinate with large businesses and other organizations that may benefit from the service and develop an RFP to procure a service provider. Advertise and initiate service.	Year 0
5	Improve reliability by adjusting schedules to reflect travel times.	JAC staff should monitor routes by time of day and at least once per year (Through on-time performance reports and operator feedback).	Year 0, ongoing
6	Implement Option B	Identify options where hours can be reduced and complete public outreach of potential change and anticipated start date. Align with other planned minor route adjustments.	Year 0 – 1
7	Pilot of Option C for on-demand service	Public outreach and area planning in coordination with minor route and/or levels of service changes.	Year 0 - 1
		Develop potential RFP or contract modifications, as well as software needs. Once approved, complete outreach and begin operations.	
8	Douglas County regional connection	Formalize cost calculations based on the service to be provided and approach Douglas County with a proposal and a conceptual agreement framework.	Year 0 – 2

ID	Recommendation	Action	Timeline
9	Finalize Scenario 2 route network changes and Option B/C service level changes to align with demand and fiscal constraints.	Gather public and partner feedback on network and service level options. JAC staff set up meetings, print materials, review and address feedback, update maps, and document the changes.	Year 0 - 1
		Work with businesses and regional transit providers to locate new stops in convenient places, and work to schedule start and end times so that wait times at key transfer locations are minimized.	
10	Scenario 2 route and stop implementation	Begin design and construction of new stops.	Year 2 - 3
		Ensure bus stops are on both sides of the street, as close to each other as possible, where applicable.	
11	Advertise, market, and promote the approved network plan and changes to service hours or trips, particularly in areas where there will be changes in advance of changes.	JAC staff, city staff, and elected, with the help of the contracted operator.	Year 3
12	Begin operations of community-vetted, modified Scenario 2 network and levels of service.	JAC staff to work with contractor and all necessary parties.	Year 3
13	Consider how residents in low-density areas of Carson City could be better served by on-demand service with existing resources.	JAC staff to connect with regional and national peers, read reports from agencies who have undergone pilot projects.	Year 3
		Collect feedback at local events to gauge opinion on what would get people riding the bus.	
14	Improve understanding of the regional travel patterns and the effectiveness to service goals.	JAC staff can work with the contracting operator to look at transfer data. If none exists, JAC can partner with the contract operator to conduct a transfer survey, which uses paper denoting the previous route that operators can hole punch at the stop location of the second bus route, and then riders can drop into an envelope. JAC staff can tabulate results and map them.	Year 3 - 4
15	Finalize Option 1 on-demand service	Procure new or complete contract modifications following pilot project Option 1. Once approved, complete outreach and begin operations.	Year 4

ID	Recommendation	Action	Timeline
16	Lyon County Regional Coordination	JAC staff should continue to coordinate and share ideas with representatives from Lyon County. Look for opportunities to increase revenue and share expenses.	Year 5
		JAC staff should reach out to peer agencies regionally and nationally for guidance and lessons learned.	
		Finalize route options, costs, and agreement for service.	
17	Monitor ridership and productivity of route changes	JAC staff to review key performance metrics reported by operating contractor. Meet with contractor at least quarterly if any trends warrant review or remediation.	Ongoing
18	Advocate for increased revenue sources at the local, state and federal levels, and look for ways to reduce expenditures.	Track competitive federal and state funds. Lobby for non-traditional revenue sources to be allowable for operating costs for transit such as dedicated taxes/assessments, advertising, revenue sharing models or parking fees.	Ongoing
		Work with human service transportation providers to share resources to reduce capital expenses.	

CONCLUSIONS

This document presents administrative recommendations which can be immediately implemented by JAC staff and contractors, while other near-term actions, such as bus stop improvements, can be accomplished concurrently through existing Carson City Public Works programs. While there is no one simple solution to enhancing operational efficiency and increasing ridership, these incremental and low-cost actions have the potential to ignite transformative change within the existing operations model. Combined with the power of improved coordination with partner agencies, the region’s public transit and human services networks can be better aligned to deliver valuable transportation options for those with the greatest needs. This approach can build momentum toward the feasible implementation of more aspirational service enhancements, which aren’t realistic under current funding availability. As the population demographics and needs of the region continue to evolve, it is important to update this plan at least every five years to address changing priorities. The more this plan can be implemented in the interim, the better prepared the region will be for future disruptors.

Appendix A
Strategies, Needs, and Opportunities

DRAFT Strategies

(Created in the October Steering Committee Workshop)

- Develop joint interlocal agreements between the 4 counties (X) to jointly fund mobility hubs allowing services to cross county lines; allowing for greater service expansion
- Allow for flexibility in driver hours (across all modes) wherein drivers may work part time with the intent to create more employment opportunities for older adults and veterans
- Develop a regular schedule for steering committee meetings and ensure the appropriate representatives and decision makers from each agency attend.
- Design a briefing book for board members and elected officials to showcase not only the needs of public transit but also highlight the benefits, such as economic impact and return on investment.
- Leverage community support for public transportation
- Create a database of all bus stops and analyze the amenities, accessibility, and safety at each location so that this information may be used in increasing ADA compliance and be shared with the public for informed decision-making
- Design a one-stop resource for current and potential riders detailing services available, eligibility requirements, and service types. *(may be online and/or in large print for older adults).*
- Revive the transit ambassador program to promote available services, de-mystify public transit, and aid in answering questions. *(Program may be modeled as a speaker's bureau or as a "bus buddy" format—see peers).*
- Expand community partnerships to aid in the coordination, education, and promotion of services. Partnerships can potentially include human and social service agencies, government agencies, schools, higher education institutions, medical facilities, resource providers, and major employers).
- Ensure that fares and fees for service may be reduced for individuals and families using income-support programs, such as SNAP.
- Leverage fuel taxes to support sidewalk accessibility improvements as well as ensuring safe sidewalks in the winter months.
- Consider a sales tax ballot measure to increase public transit funding.
- Examine options to increase local match for current transit funding.
- Analyze the demand for evening and weekend public transit services.
- Create a regional service app to detail transportation information for Tahoe, Washoe, Douglas, and the Carson City areas.
- Procure funding to install bike racks on the front of buses.
- Initiate a connectivity analysis and plan between regional providers.
- Review and refresh current policies and procedures?
- Identify needs and gaps for the coordination of medical services; include a clear plan for serving those with specialty needs: (e.g. those with mental health, dialysis, other medical transport needs).
- Communication & outreach?

Flexible & Specialized Transportation Services

Needs

- Funding for low-income services
- More availability for specialized services
- Coordination and partnerships
- Ownership
- Enhance/expand hours of operations
- One-off individual transportation for all
- Single parents w/small children
- Service for same-day medical appointments
- Additional facilities
- Open communication w/physicians

Opportunities

- Online on app or TV so individuals with limited mobility can see accessible sidewalks, ramps, etc at stops
- Marketing & outreach
- Training & education
- Develop individualized option for special circumstances
- Partnerships
- Newsletter
- Vanpool services
- MCO partnerships & accountability

Improved Service and Regional Connectivity for Target Populations

Needs

- Inter-connected stops
- Connecting services
- Accommodating flexibility of scheduling (e.g. same day appointments; multiple requests in the same week)
- Wi-Fi
- Service to Lyon County
- Rideshare

Opportunities

- Shared transparent and clear service delivery
- Mimic Disney World (customer service/level of service)
- Create quad county mobility management entity; employment agency
- Leverage other funding sources (tourists/cultural)

- Train

Coordination & Innovation

Needs

- Help community see the bigger picture
- Work with medical providers for scheduling to align with transportation guidelines
- Work with medical providers for mass scheduling
- Work with school districts to coordinate scheduling for after school needs; i.e. dental, mental health, medical, & recreation
- Pay bus drivers more
- Access to technology
- High-use industries where no transit exists
- All-in-one app; resource button to include all providers; easy to use

Opportunities

- More frequent/regular meetings
- Advisory board to keep community engaged/informed/consulted
- Community outreach and focus groups
- Cost comparison between bus and private work
- Work with health professionals, school district leadership
- Sharing service for professional employment or resources
- Types of fare media
- Inter-county transit services or something similar
- Partner w/NV Health Authority on renal health infrastructure growth
- Screens/TVs—info on buses
- All-in-one app; mobile phone; notifications
- Research other transportation programs (peers; other cities)

Universal Access & Infrastructure Enhancements

Needs

- Bike racks & JAC hubs
- Hub to connect Lyon County to Carson City and other counties in general
- Signage and communication
- Connection from front door to hub
- Updates (particularly residential) to roadways; sidewalks
- Accessibility enhancements
- Expanded operation hours (PM scheduling or early morning)
- Poor weather

- Route information of stops
- Ease of information
- Access to JAC admin building/or other hubs/resource centers

Opportunities

- Work with businesses for sponsorship opportunities
- Work with medical, higher education, and professional work force entities for partnership opportunities
- Work with public works
- Partnering with other transportation agencies
- “Disney world” services—comprehensive user guide
- Partnership with economic development
- Attract rideshare apps (all in one)
- Shelters/benches/lighting
- Sell advertising
- Updated buses/vehicles (with ramps)

Service Quality & Workforce Sustainability

Needs

- Consistent drivers
- Wages
- On-time
- Better rider experience
- Increase rider surveys
- Customer service training for employees
- Access to transportation office—easier (lost items)
- Driver retention
- Hub for Connectivity

Opportunities

- Incentives
- Outreach to employment organizations
- Worker community
- Consistent policies that are based on driver input
- Fix the roads
- Competitive Salaries
- Training/education—knowledgeable drivers
- Operator and rider safety
- Collaboration through partnerships; enhance efficiencies

Rider Awareness, Information, and Education

Needs

- Outreach
- Education
- Access—Maps; info; fee structures
- Creative Advertising—one piece including all resources
- New branding for the quad-counties for all populations
- Partnerships

Opportunities

- Outreach—classes; visit schools, centers, employers, etc.
- Education and presentations
- Marketing—movies; billboards, local events, social media, businesses, schools, etc.
- Newsletter
- Regular stakeholder meetings
- Who “owns” it?

Affordability, Equal Access, and Language Access

Needs

- Answer phone in different languages
- Cheaper fares
- Can’t talk to transit representatives
- Weather updates
- Resources of financial assistance (free bus passes)
- Additional signage
- Disney world services and verbal in multi-languages

Opportunities

- Translation services (linguistics)
- Better serve high-demand locations
- Fare media (types of fares)
- Resource info—get that out (languages needed)
- Mobile Access/super user friendly
- Combine Partners in one sign & communication

Appendix B
Driver and Dispatch Survey

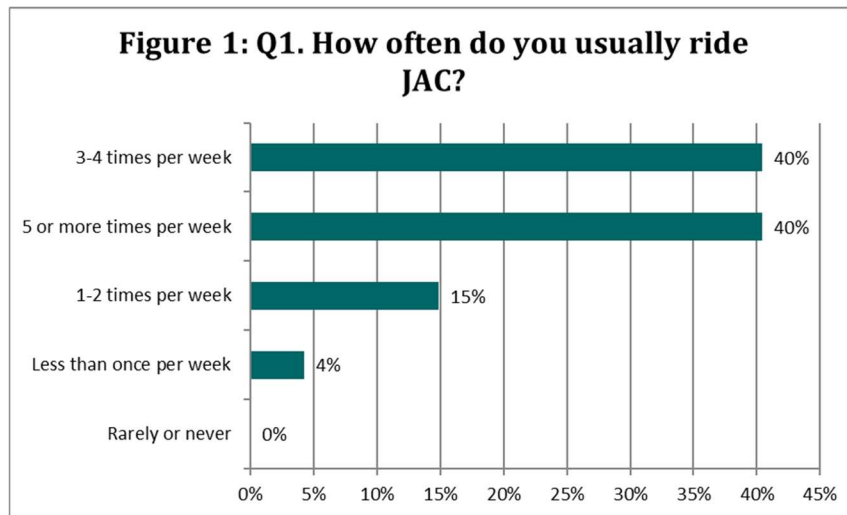
Operator Feedback/Interview

1. How long have you been driving for JAC?
2. How long is your commute to get to work?
3. Feedback on any specific bus stops?
 - a. Yours as a driver
 - b. What you've heard passengers talk about to you
 - c. Examples may include: waiting environment, safety concerns, intersection, road or curb conditions, bus stop spacing, bus stop signage.
4. Feedback on any of the routes themselves?
 - a. Yours as a driver
 - b. From passengers
 - c. Examples may include: tight turns, poor signal timing, left turns that are hard to get to the correct lane in time, one-way route directionality hard for customers to understand, poorly marked pedestrian crossings
5. Feedback on the hours or days of service?
 - a. As a driver picking shifts
 - b. From the rider perspective
6. Are there particular areas not served by JAC you get asked about?
7. Are there specific traffic congested areas that make it hard to stay on schedule?
 - a. When/where?
8. How is your experience at your layover location/s?
9. Are there other comments you hear from customers you'd like to pass on?
10. Do you have any specific changes you'd like to suggest to current routes?
11. Anything else you'd like us to know?

Appendix C
Onboard Survey

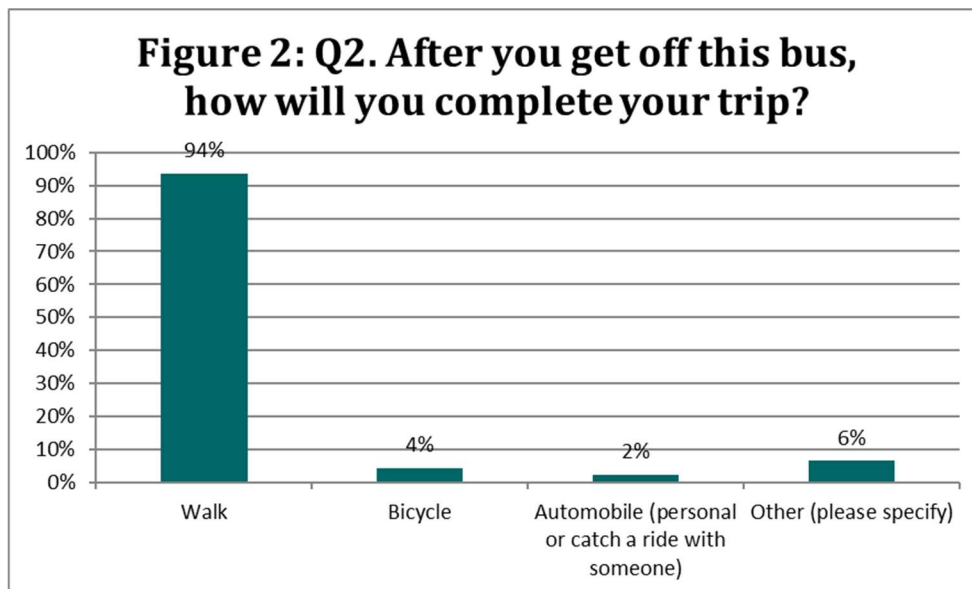
Q1: How often do you usually ride JAC? (47 Responses)

Most respondents reported using transit services frequently, with 40% reporting using the service 3-4 times per week and 40% of respondents indicating they used the service 5-6 times per week.



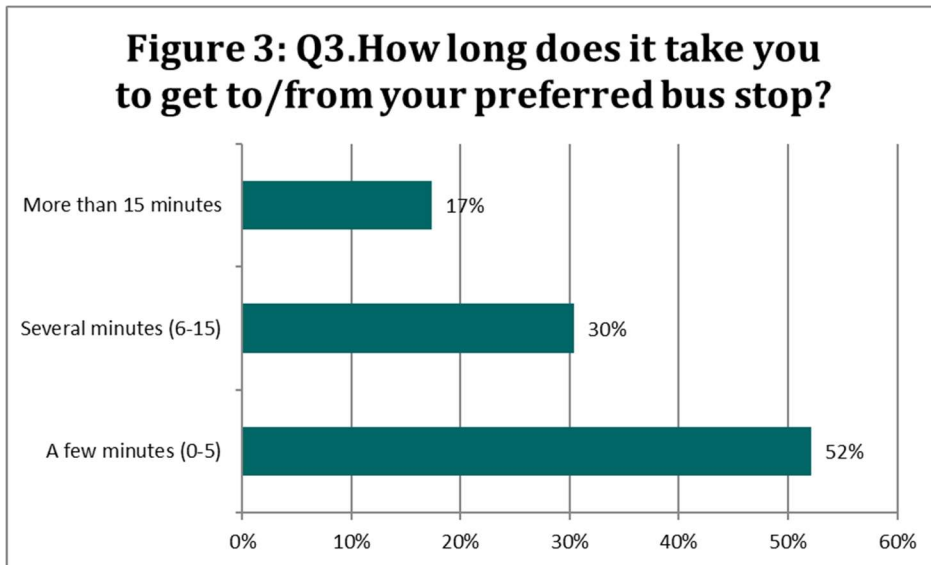
Q2: After you get off this bus, how will you complete your trip? (47 Responses)

Walking was the most frequent answer, with 94% of respondents reporting walking as the way they would complete their trip. Other responses (6%) included completing the trip on other buses or JAC Assist.



Q3: How long does it take you to get to/from your preferred bus stop? (46 Responses)

More than half of respondents (52%) reported it only takes 5 minutes or less to travel to or from their preferred bus stop.

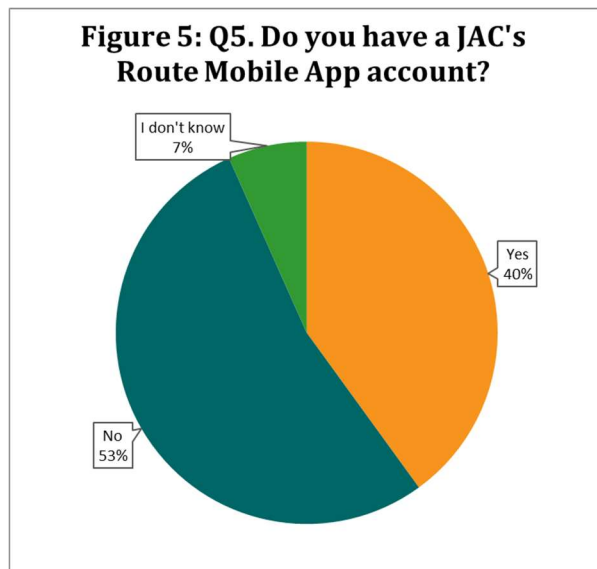
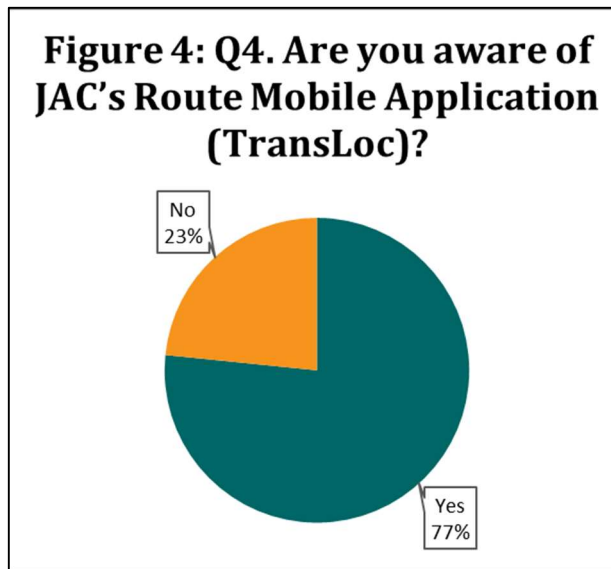


Q4: Are you aware of JAC's Route Mobile Application (TransLoc)? (47 Responses)

A majority of respondents were aware of the app, with 77% answering Yes. Those respondents who had not heard of the app or answered No accounted for 23% of respondents.

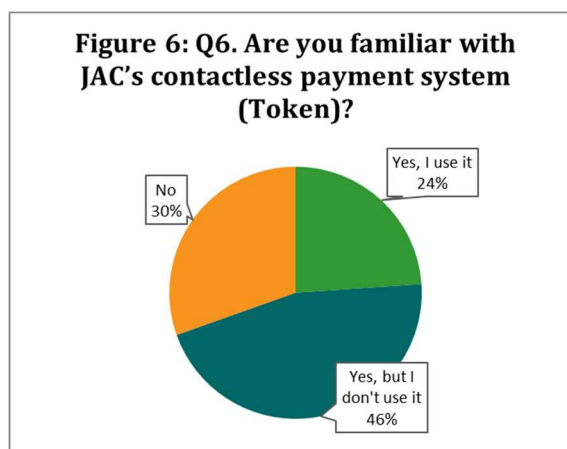
Q5: Do you have a JAC's Mobile App account? (45 Responses)

The survey asked those who had answered Yes to Question 4 if respondents had a JAC Route Mobile App account. Most respondents reported No (53%) or that they did not know if they had an account (7%). Those who reported No represented 40% of respondents.



Q6: Are you familiar with JAC's Contactless Payment System (Token)? (46 Responses)

In total, 70% of respondents do know about the contactless payment system, but only 24% who do know about it use it. Those who do not know about the contactless payment system represent 30% of respondents.



Q7: Please indicate whether you strongly agree (5) or strongly disagree (1) to the following statements (47 Responses)

Table 1 presents four statements about JAC service. The question asks respondents to rank each statement regarding transit services on a scale of 1 (strongly disagree) to 5 (strongly agree). In addition, the table presents an overall weighted score, with the highest priority transit improvements indicated by the greatest overall score. With this in mind, the survey respondents prioritized the following improvements:

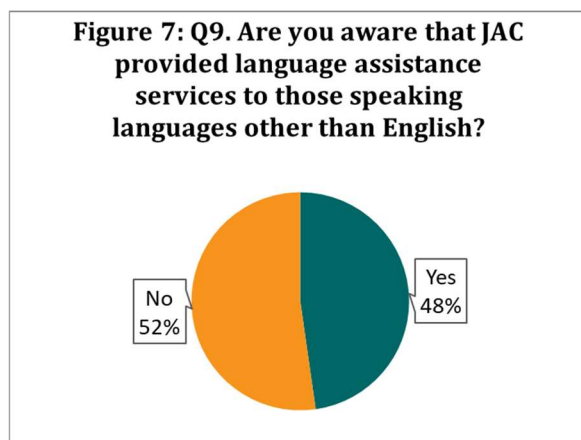
- 60% strongly agreed and 16% agreed that bus fares are affordable. 55% strongly agreed and 15% agreed that the bus is convenient. A combined 68% agreed with feeling safe and secure on the bus and a combined 68% agreed that the buses are comfortable and clean.
- 13% strongly disagreed and 11% disagreed that they feel safe and secure on the bus. Combined, 18% disagreed that the buses were comfortable and clean, 17% disagreed that the bus service was convenient to them, and 13% disagreed that the bus fares were affordable.

Table 1: Q7. Please indicate whether you strongly agree or strongly disagree to the following statements						
	Strongly Disagree				Strongly Agree	Overall Score (Weighted)
	1	2	3	4	5	
I feel safe and secure on the bus.	13%	11%	9%	28%	40%	3.7
The buses are comfortable and clean.	11%	7%	15%	20%	48%	3.9
The bus service is convenient for me.	15%	2%	13%	15%	55%	3.9
The bus fares are affordable.	11%	2%	11%	16%	60%	4.1

Q8: How do you prefer to get information and news about JAC? (46 Responses)

Table 2: Q8. How do you prefer to get information and news about JAC?	
Answer Choices	Responses
Notices posted on buses	43%
JAC website	33%
Asking bus drivers	33%
JAC mobile app	30%
JAC System Map & Transit Guide	15%
Newspaper (i.e., Nevada Appeal)	11%
Word of mouth	9%
Other (please specify)	4%

Q9. Are you aware that JAC provided language services to those speaking languages other than English? (44 Responses)



Q10. What additional language assistance measures, information, or forms would be helpful to you? (39 Responses)

As shown in Table 3, 85% of respondents indicate that they do not require any additional language assistance measures, information, or forms. Those who wanted more outreach in other languages accounted for a combined 21 percent of respondents.

Table 3: Q10. What additional language assistance measures, information, or forms would be helpful to you?	
Answer Choices	Responses
Nothing additional as I speak English.	85%
More signs/forms in other languages	8%
More outreach in other languages	5%
More website/mobile app information in other languages	5%
Access to JAC staff who speak additional languages	3%

Q11. Please provide your thoughts on the following route improvements (19 responses)

Respondents were asked to provide their thoughts on improvements for four specific routes:

Route 1 – There were nine total responses with feedback for the Route 1 route. Five of those responses were positive, praising the bus drivers or the service. Four had improvement suggestions or feedback, including:

- Moving the Foothill stop near the new hydrant.
- Bus driver sometimes doesn't open the door for boarding and then drives off
- Sometimes the bus doesn't stop and passes the rider's stop.
- Buses sometimes arrive too early.

Route 2A – There were four total responses. Three responses were positive, praising the service. One response suggested service to additional destinations, with no specific destinations named.

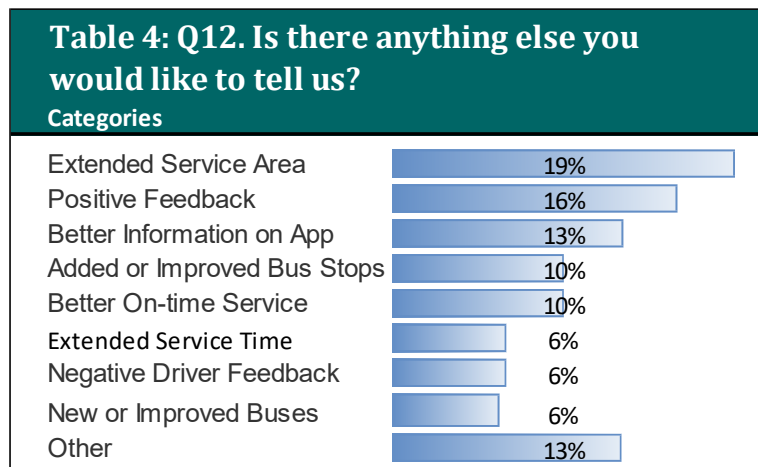
Route 2B: There were three total responses. Each were positive, praising the service.

Route 3: There were nine total responses with feedback for Route 3. Two responses were positive, praising the service.

- 5 responses would like to see a bus stop at the top of Topsy Lane or Walmart
- 1 response would like to see a bus stop along new developments in Carson City.

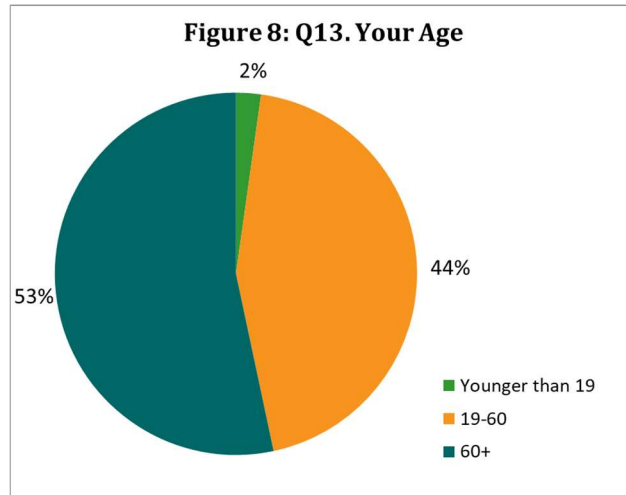
Q12: Is there anything else you would like to tell us? (31 Responses)

Table 4 is a summary of open-ended comments from respondents. The majority of responses wanted extended service area, (particularly to the Walmart/Topsy Lane area) and others wanted extended service time. General positive feedback made up 16% of responses. Added or improved bus stops (10%) or new or improved buses (6%) made up a combined 16% of responses. 13% of responses were commenting on the lack of live tracking of buses or announcements regarding late buses, closed stops, or other travel delays on the JAC Transit App, and 10% of respondents wanted better on-time service. Other responses included negative driver feedback, requests for better accessibility for disabled persons, no music played loudly on the bus, positive driver feedback, and a request to improve bus safety.



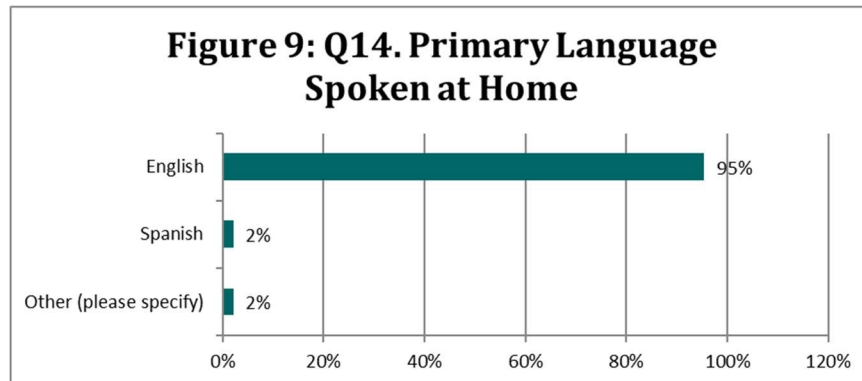
Q13: Your Age (45 Responses)

Figure 8 summarizes the ages of the respondents.



Q14: Primary Language Spoken at Home (42 Responses)

Languages spoken by respondents at home are shown in Figure 9.



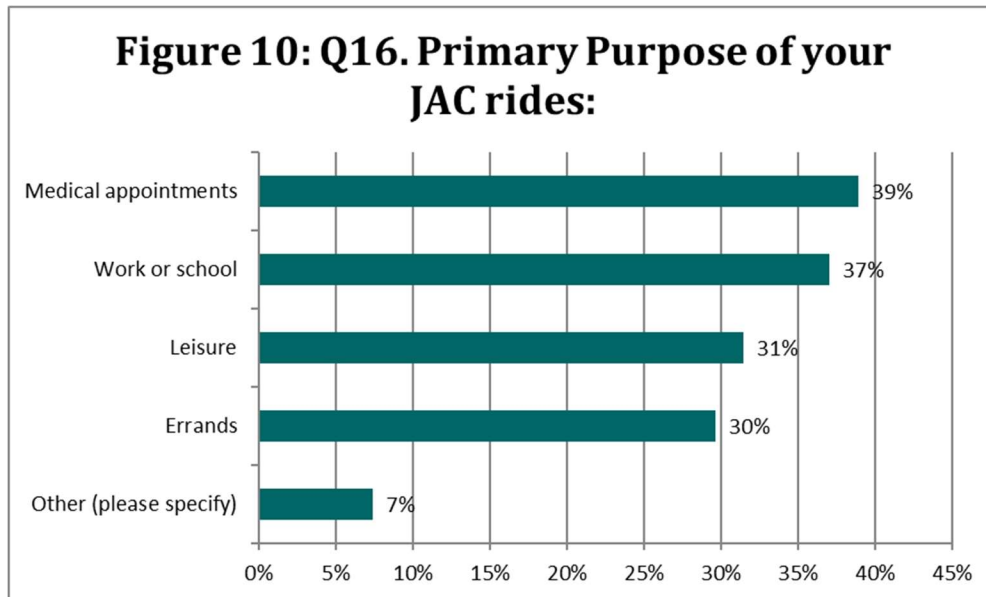
Q15: What is your race or ethnicity? (37 Responses)

Table 5 shows a summary of the respondent’s self-reported race or ethnicity.

Table 5: Q15. What is your race or ethnicity?	
Answer Choices	Responses
White	77%
Hispanic or Latino	15%
Black or African American	8%
Multiracial or Multiethnic	5%
Native American or Alaska Native	3%
Asian	0%
Middle Eastern or North African	0%
Native Hawaiian or Pacific Islander	0%

Q16: Primary Purpose of Your JAC Rides (47 Responses)

The respondents were asked about the primary purposes of their JAC rides. Other purposes (7%) include using the transit service for independence, transportation needs, and access to the senior center.



Q17: Estimated Annual Income Level (37 Responses)

Table 6 shows that 92% of respondents have an income of less than \$50,000. The JAC Transit service provides service to lower and middle-income persons.

Table 6: Q17. Estimated Annual Income Level	
Answer Choices	Responses
less than \$25,000	70%
between \$25,000 and \$50,000	22%
between \$50,000 and 100,000	5%
more than \$100,000	3%



STAFF REPORT

Report To: _____ **Meeting Date:** May 13, 2026

Staff Contact: _____

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

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

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

(Vote Recorded By)



STAFF REPORT

Report To:

Meeting Date: May 13, 2026

Staff Contact:

Agenda Title: March 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_Mar26.pdf](#)

[6B_RTC_Exhibit 2 - Traffic-Transportation Control Systems Report_Mar26.pdf](#)

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: May 13, 2026
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: April 2, 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 March 2026

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	550
Street Patching Operation (tons of asphalt)	0	421.5
Pot Holes Repaired	173	853

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	34	514
Tree Removal	0	20
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	1,324	3,018
Tree Work for Other Departments	0	1
Weed Abatement Chemical Sprayed (gallons applied)	1553	4,849

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	39	331
Curb & Gutter (linear feet)	204	1,698
Sidewalk & Flat Work (sq/ft)	1,753	13,093
ADA Ramps	0	5
Misc.	0	18

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	340
Shoulder Work on Asphalt Roads (feet)	10,559	32,076
Debris Cleaned	90	214

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	0	2,293
Lineal foot of ditch cleared	0	5,355
Pipe Hydro Flushed (linear feet)	85	3,031

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	537	4,609
Material Picked Up (yards)	326	3,163
City Parking Lots Swept	4	20

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	46	407
Bins Hauled for Sweeping Operation (yards)	14	240
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	5	40
Changed Lamp Post Banners	0	29
Installed Christmas Decorations	0	381
Removed Christmas Decorations	0	381

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	5	127
Signs Replaced	5	91
Sign Post Replaced	3	31
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	50	238
Cross Walks Painted	8	129
Stop Bars Painted	23	126
Yield Bars Painted	0	64
Right Arrows Painted	0	14
Left Arrows Painted	2	30
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	7	45
Curb Painted (linear feet)	0	0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	5
Sand/Salt mixture applied (Yards)	0	359.5
Brine mixture applied (Gallons)	0	410
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: May 13, 2026
Date Prepared: May 1, 2026
Reporting Period: March, 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	155	1359
Total Work Orders Completed	157	1315
Total Open Work Orders	201	NA

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	155	1265
Unplanned and Repair Work Orders	2	50

Completed Work Orders by County

ACTIVITIES / ASSETS BY COUNTY	QUANTITIES	Percent
Douglas County / 69	28	18%
Lyon County / 6	3	2%
Storey County / 0	0	0%
Carson City / 184	122	78%
Unknown / Other	4	3%

Work orders include work on traffic signals, lighted/flashing beacons, signalized crosswalks, street lights, 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:** May 13, 2026

Staff Contact: _____

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

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

Proposed Motion

N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[6C_RTC_Exhibit 1 - Transportation and Streets Revenue Accounts.pdf](#)

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

(Vote Recorded By)

Fuel/Tax Revenues				
Gasoline Gallons Sold^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	4,220,590	3,965,689	4,320,724	4,337,564
AUG	4,234,582	4,104,221	4,196,903	4,458,605
SEP	3,894,625	3,854,108	3,942,136	3,944,625
OCT	3,958,285	3,907,100	4,198,320	4,092,528
NOV	3,502,424	3,577,811	3,722,217	3,693,975
DEC	4,537,676	3,720,476	3,785,182	4,026,061
JAN	3,043,290	3,339,952	3,917,500	3,739,154
FEB	3,201,366	3,412,536	3,472,422	
MAR	3,309,050	3,559,473	3,846,801	
APR	3,820,024	3,678,204	3,792,383	
MAY	4,018,183	3,851,281	3,816,305	
JUNE	4,057,802	4,150,910	4,070,100	
Total Year Gallons	45,797,897	45,121,761	47,080,993	
Gasoline Revenues⁴				
Fuel Tax Revenue County Option				
9¢ - NRS 373 (RTC)	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543	\$ 2,484,724
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138	\$ 1,142,199
Diesel Gallons Sold^{2,3}				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	1,135,368	1,026,450	1,059,022	1,108,374
AUG	1,224,462	1,077,048	1,081,634	1,165,714
SEP	1,157,759	1,116,748	986,532	1,092,247
OCT	1,141,459	1,089,220	1,038,653	1,090,759
NOV	899,884	946,012	908,845	909,333
DEC	767,073	849,139	810,757	908,886
JAN	701,894	751,666	824,737	836,366
FEB	724,359	740,617	691,802	
MAR	845,076	845,004	806,666	
APR	966,083	943,427	878,832	
MAY	1,067,394	1,068,855	950,852	
JUN	1,047,908	1,057,165	1,007,602	
Total Year Gallons	11,678,719	11,511,351	11,045,934	7,111,679
Diesel 5 cent Tax Revenue¹	\$ 661,577	\$ 568,664	\$ 567,031	\$ 245,992
NRS 373.083.5 (% to NDOT)	\$ (99,231)	\$ (56,405)	\$ (56,703)	
Final - Diesel Revenue	\$ 562,345	\$ 512,259	\$ 510,328	\$ 245,992
Basic City County Relief Tax (BCCRT) 0.25% Sales Tax				
Month	FY2023 ¹	FY2024 ¹	FY2025 ¹	FY2026 ¹
JUL	333,043	359,937	361,271	519,692
AUG	336,083	365,305	356,622	212,738
SEP	337,342	366,805	357,879	247,064
OCT	337,975	353,501	343,590	454,157
NOV	317,077	343,720	152,005	344,360
DEC	342,903	383,106	429,718	392,883
JAN	290,322	290,116	319,461	317,635
FEB	269,279	302,593	282,030	
MAR	329,948	336,156	305,519	
APR	337,725	360,130	367,792	
MAY	350,655	382,191	362,049	
JUN	371,249	372,450	607,703	
Sales Tax, Voter Approved 0.25%	\$ 3,953,601	\$ 4,216,009	\$ 4,245,638	\$ 2,488,528

Disclaimers:

- 1- All information is preliminary and subject to audit and revision.
- 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
- 3- Actual gallons are net gallons after refunds.
- 4- NRS 365 and NRS 373 outline how revenue collected is distributed to counties. A summary of the calculation can be found in NDOT's Performance Analysis Report. <https://www.dot.nv.gov/>

Other Revenues

Developer Contributions

FY Received	Amount	Intended Project	
21	\$ 8,610.91	District 1	
22	\$ 6,936.23	District 4	
23	\$ 48,300.00	Ormsby Blvd	
23	\$ 82,206.64	Ormsby Blvd	
24	\$ 475,000.00	Saliman/Robinson Signal	
24	\$ 100,700.00	N.Carson/Silver Oak	
25	\$ 21,707.00	District 4	
Varies	\$ 275,700.00	Prior Contributions obligated to Projects (Appion / Goni)	

EV Charger Revenue (effective Jan. 2024)

Month	FY2024 ¹	FY2025 ¹	FY2026 ¹	
JUL		\$ 54.15	\$ 398.75	
AUG		\$ 89.80	\$ 444.92	
SEP		\$ 96.79	\$ 288.54	
OCT		\$ 40.23	\$ 363.24	
NOV		\$ 126.31	\$ 261.04	
DEC		\$ 64.13	\$ 70.22	
JAN	\$ 27.91	\$ 125.04	\$ 45.16	
FEB	\$ 32.67	\$ 440.75	\$ 78.89	
MAR	\$ 109.84	\$ 653.23		
APR	\$ 172.07	\$ 375.29		
MAY	\$ 124.65	\$ 407.71		
JUN	\$ 80.17	\$ 236.77		
Total	\$ 547.31	\$ 2,710.20	\$ 1,950.76	

Capital Sanitation/Street Repairs

	FY2023	FY2024	FY2025	FY2026
Total	\$ 361,363	\$ 375,333	\$ 396,640	\$ 210,683

Complete Streets Revenue*

	FY2023	FY2024	FY2025	FY2026
Total	\$ 13,256	\$ 13,822	\$ 14,624	\$ 11,180

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 - 3- Actual gallons are net gallons after refunds.
- * \$2 dollar voluntary registration donation