

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

**Day:** Wednesday  
**Date:** June 10, 2026  
**Time:** Beginning at 4:30 pm  
**Location:** Community Center, Robert 'Bob' Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO THE PUBLIC:**

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

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

**1. Call to Order - Regional Transportation Commission**

**2. Roll Call**

**3. Public Comment:\*\***

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

**4. For Possible Action: Approval of Minutes - May 13, 2026**

4.A Minutes for May 13, 2026  
[Click Here for Staff Report](#)

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

5.A 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. 27300013 ("Contract") for the 2026 Long Line Pavement Striping Project (“Project”) to NBSCO for the amount of \$249,235; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$24,924 for a total not-to-exceed amount of \$274,159. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.B For Possible Action – Discussion and possible action regarding (1) a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 27300034 ("Contract") for the District 3 Butti Way Pavement Preservation Project (“Project”) to SNC for the amount of \$311,007; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$31,101 for a total not-to-exceed amount of \$342,108. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.C For Possible Action – Discussion and possible action regarding (1) a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 27300034 ("Contract") for the District 3 2026 Pavement Preservation Project (“Project”) to SNC for the amount of \$1,181,007 which includes a base bid amount of \$1,114,422, and bid alternative 1 of \$66,585; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$118,100 for a total not-to-exceed amount of \$1,299,107. (Casey Sylvester, Transportation/Traffic Engineer)

[Click Here for Staff Report](#)

- 5.D For Discussion Only – Discussion and presentation regarding draft proposals and modifications related to the development of an Access Management Plan (“Plan”), which includes recommendations for new access management requirements and updates to existing access management policies, standards, and resources, including those items included in the Carson City Municipal Code (“CCMC”). (Casey Sylvester, Transportation/Traffic Engineer).

[Click Here for Staff Report](#)

- 5.E For Possible Action – Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5310 program grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) to fund capital operating expenses for Jump Around Carson's ("JAC") paratransit service, JAC Assist, for a total amount of \$254,905 which includes a 20 percent local match of \$50,981. (Marcus Myers, Transit Coordinator)

[Click Here for Staff Report](#)

- 5.F For Possible Action – Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5339(a) program grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) to be used towards Americans with Disabilities Act ("ADA") bus stop improvements for a total amount of \$141,871.10 which includes a

10 percent local match of \$14,187.10.

[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 April Street Operations and Control Systems Reports (Chris Martinovich, Transportation Manager)

[Click Here for Staff Report](#)

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

[Click Here for Staff Report](#)

**7. Public Comment:\*\***

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

**8. For Possible Action: To Adjourn**

**AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:**

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

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

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

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carsoncity.gov](mailto:cmartinovich@carsoncity.gov), or by calling Christopher

Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

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

This agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

[www.carsoncity.gov/granicus](http://www.carsoncity.gov/granicus)

<https://notice.nv.gov>



# STAFF REPORT

**Report To:** \_\_\_\_\_ **Meeting Date:** June 10, 2026

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

**Agenda Title:** Minutes for May 13, 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):**

[5-13-2026 Draft Minutes \(RTC\).pdf](#)

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 2) \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Draft Minutes of the May 13, 2026 Meeting**

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.), on May 13, 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  
Rick Cooley, Deputy 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)**

(4:53:06) – Chairperson Bagwell called the meeting to order at 4:53 p.m.

**2. ROLL CALL**

(4:53:13) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(4:53:22) – Chairperson Bagwell entertained public comments. Jordyn Jefferson a Dayton resident, requested that the RTC approve a plan to connect Lyon County and Carson City for bus service to provide transportation for Dayton residents.

(4:55:10) – Lyon County Commissioner and Dayton representative John Cassinelli provided an update on a potential plan for a bus or a shuttle in Dayton to travel from the Dayton Senior Center to the Jump

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**Draft Minutes of the May 13, 2026 Meeting**

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Around Carson (JAC) hub in Carson City. Mr. Cassinelli noted that the bus service would allow Dayton residents to commute to Carson City for medical appointments, shopping, and commutes to Western Nevada College.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – April 8, 2026**

(4:56:18) – Chairperson Bagwell introduced the item and entertained corrections and/or a motion.

**(4:56:35) – MOTION: Vice Chair Schuette moved to approve the minutes of the April 8, 2026 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**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.**

(4:57:12) – Chairperson Bagwell introduced the item. Transportation Manager Chris Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Mr. Martinovich presented an overview of the pavement management program, including road conditions, funding sources, project costs, and maintenance strategies aimed at preserving roadways. He noted that construction costs had increased significantly while fuel-tax revenues remained relatively flat. Mr. Martinovich highlighted the use of pavement treatments to improve longevity and reduce reconstruction needs.

(5:13:17) – In response to Commissioner Novak, Mr. Martinovich confirmed that development engineering inspectors would review developer-constructed roads and require material testing summaries.

(5:14:24) – Commissioner Costa commended staff for the included documents and well-researched bibliography. He expressed concerns regarding increased construction costs. Mr. Martinovich indicated that there were some cost reductions at the end of Fiscal Year (FY) 2025, noting that he would continue to update the table of changes in revenue and construction cost slide as more data became available. Commissioner Costa asked how new technology performance and costs compared to previous materials. Mr. Martinovich stated that fiber reinforced asphalt is about 25 to 30 percent more expensive than conventional asphalt but is expected to extend pavement life enough to justify the added cost. He noted long-term performance would require continued monitoring. In response to Commissioner Costa, Mr. Martinovich stated that mastic showed potential for wider cracks but was less effective for cracks under one inch. Commissioner Costa

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**Draft Minutes of the May 13, 2026 Meeting**

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requested discussion on new technologies in future project proposals. Commissioner Maloney supported testing new technologies through pilot projects before wider implementation.

**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.**

(5:19:11) – Chair Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement pertaining to item 5.b, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. He described the FY 2027 District 4 pavement project prioritization process. Transportation Engineer Casey Sylvester reviewed the worst regional and local roads under consideration, costs, and project methodology. Mr. Martinovich outlined available FY 2027 funding, totaling approximately \$7.6 million and \$380,000 in Community Development Block Grant (CDBG) funding recommended for sidewalk and ADA improvements.

(5:26:14) – Mr. Sylvester presented the recommended regional and local projects, stating that total project costs were within available budget and reviewed the proposed design and construction schedule.

(5:27:41) – Chair Bagwell asked when the recommended road segments had last been improved and Mr. Martinovich explained that South Carson Street was paved in 2021 and identified as a preservation project, adding that most other recommended roads had not been improved for 10 to 30 years. Chair Bagwell emphasized public understanding of project locations and Mr. Martinovich noted that another Fifth Street segment was already included in a separate project scheduled for construction that summer. Commissioner Maloney noted that a large amount of regional road funding would be directed to South Carson Street and suggested discussing alternative priorities.

(5:32:46) – Chair Bagwell suggested that the Commission consider whether preservation of heavily traveled roads or reconstruction of roads in poor condition should take priority. Mr. Martinovich explained that South Carson Street carried approximately 25,000 vehicles daily, adding that recent work history was considered in the scoring process.

(5:36:40) – Commissioner Novak praised the data-driven process and supported investing in South Carson Street now, adding that delays could lead to faster pavement deterioration.

(5:37:15) – Chair Bagwell emphasized the importance of explaining project selection decisions to the public. Commissioner Costa requested increased transparency regarding project scoring and selection criteria. He raised concerns regarding the five-year district rotation system.

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**Draft Minutes of the May 13, 2026 Meeting**

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**(5:41:50) – MOTION: Vice Chair Schuette moved to approve the recommended Performance District 4 projects, as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.**

(5:42:01) – Chair Bagwell supported reviewing plans and policies every five years to evaluate whether the City remained on the correct track.

**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.**

(5:42:06) – 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 project received no bids during the initial four-week advertisement period and was readvertised for 10 days.

(5:43:39) – Commissioner Maloney highlighted the need for the project and thanked staff for advancing it.

**(5:43:53) – MOTION: Commissioner Maloney moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 5 percent contingency if needed. Vice Chair Schuette seconded the motion. The motion carried 5-0-0.**

**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.**

(5:44:29) – Chair Bagwell introduced the item. Transit Coordinator Marcus Myers referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Mr. Myers went over the Transit Development and Coordinated Human Services Plan (TDCHSP), explaining that it outlined short-term and long-term transit priorities and identified transportation needs for seniors and individuals with disabilities.

(5:48:59) – In response to Chair Bagwell, Mr. Myers clarified that the fare descriptions should state trips between three-quarters and one-mile cost \$6. Chair Bagwell questioned the proposed Lyon County service cost allocation and Mr. Myers stated that the allocation was based on a

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### Draft Minutes of the May 13, 2026 Meeting

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mileage formula similar to the RTC Washoe agreement. Mr. Martinovich added that the mileage formula was only a theoretical model and other structures could be considered. Chair Bagwell requested removing the sentence which assigned approximately 60 percent of costs to Lyon County.

(5:55:06) – Commissioner Novak asked whether available federal funding could support expanded service options and Mr. Myers stated Lyon County could be eligible for Section 5311 funding. Mr. Martinovich added that Douglas County routing changes would have minimal operating cost impacts, while JAC Assist costs would be billed back to Douglas County.

(5:57:35) – Commissioner Costa asked about transit propensity data, ridership trends, funding sources, and future transit planning. Mr. Myers stated that ridership was increasing and had grown by 5,753 trips compared to the same period the previous fiscal year.

(6:01:26) – Commissioner Costa asked about the bar graphs on page 339 of the agenda packet, noting six charts across seven years, and questioned changes in federal and local funding contributions. Mr. Martinovich explained that prior COVID-19 federal grants required no local match, while current federal funding levels remained strong but required matching funds. Commissioner Costa suggested studying self-driving electric vehicles for future potential programs and transit services.

(6:10:06) – Chair Bagwell summarized proposed revisions including clarifying JAC Assist fare wording, removing the sentence regarding the 60 percent allocation to Lyon County, correcting the bar graph, and adding the consideration of self-driving electric vehicles.

(6:10:56) – Commissioner Maloney referenced page 254 and page 255 of the agenda packet and suggested adding graphics to clarify priorities. She noted corrections to the priority ranking symbol for low and medium priority on the Improved Service and Regional Connectivity for Target Populations table and Mr. Myers confirmed that he would verify the rankings and correct the graphics.

(6:12:25) – Commissioner Maloney highlighted peer agency comparison data showing Carson City transit served a population approximately 9 percent smaller than peer agencies but operated with more than 50 percent less funding. She noted that the system achieved higher boarding per revenue hour and lower operating costs than peer agencies.

(6:16:34) – Commissioner Novak thanked staff for the report and noted that continued downtown growth could increase transit demand. Vice Chair Schuette expressed support for the deviated fixed-route option on page 325 of the agenda packet.

#### **PUBLIC COMMENT**

(6:18:16) – Chair Bagwell entertained public comments. Maxmillian Lowe, Carson City resident and representative for the Rural Center for Independent Living, supported the expansion of JAC system and JAC Assist along the US-50 to improve transportation access for individuals with disabilities and for low-income residents.

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**Draft Minutes of the May 13, 2026 Meeting**

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**(6:20:32) – MOTION: Commissioner Maloney moved to approve the TDCHSP and support the recommendations therein with the corrections and confirmations discussed on the record. Vice Chair Schuette seconded the motion. The motion carried 5-0-0.**

**6. NON-ACTION ITEMS**

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

(6:21:14) – Chair Bagwell introduced the item. Transportation Manager Chris Martinovich provided data on the number of electric vehicles registered in the State of Nevada noting 4 percent of the total fleet were hybrid or all electric vehicles. Mr. Martinovich added that 6.5 percent of Washoe County’s total fleet includes hybrid and electric vehicles, with a 1 percent growth each year. He provided an update on the Safe Routes to School program, noting that Transportation Planner/Analyst Erica Roselius had conducted bike rodeos at numerous local elementary schools to train students on bike riding, with support from the Nevada Department of Transportation (NDOT) staff. He announced that the Public Works Department would provide annual tours for fifth grade students on May 14 and May 15, 2026, which included a Safe Routes to School booth. Mr. Martinovich reported that the North Carson Street comment map and survey remained open on Carsonproud.com, noting that nearly 500 comments were received thus far. He shared that staff was working with Lyon County, Douglas County, and NDOT to update signal maintenance agreements, which would be presented to the Commission for review and approval at a future meeting. Mr. Martinovich mentioned that RTC Washoe agreed to provide a presentation to the Commission in the coming months on the regional connector status. He noted collaborative conversations with RTC Washoe regarding cost efficiency and streamlining, as well as exploring joint procurement opportunities for items like shelters and bus equipment to reduce costs for both agencies. Mr. Martinovich responded to clarifying questions and confirmed that the North Carson Street survey would remain open until May 22, 2026.

**6.B MARCH STREET OPERATIONS AND CONTROL SYSTEMS REPORTS**

(6:26:19) – Chair Bagwell introduced the item and questioned where concrete is being poured, asking whether it referred to something other than sidewalk repairs. Mr. Martinovich noted that he was unsure and would find out and report back to the Commission.

**6.C OTHER COMMENTS AND REPORTS**

(6:27:04) – Chair Bagwell entertained comments, questions, or reports from Commissioners; however, none were forthcoming.

**7. PUBLIC COMMENT**

(6:27:27) – Chair Bagwell entertained final public comments. Rebecca Bustos, Carson City resident, asked the RTC to consider budgeting for future roadway preservation as part of major project planning from the start, rather than relying on district funds years later when maintenance is needed.

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**Draft Minutes of the May 13, 2026 Meeting**

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

(6:29:04) – Chairperson Bagwell adjourned the meeting at 6:29 p.m.

The Minutes of the May 13, 2026, Carson City Regional Transportation Commission meeting are so approved on this 10<sup>th</sup> day of June, 2026.



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 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. 27300013 ("Contract") for the 2026 Long Line Pavement Striping Project (“Project”) to NBSCO for the amount of \$249,235; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$24,924 for a total not-to-exceed amount of \$274,159. (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 10% contingency if needed.

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

N/A

### **Previous Action**

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

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

The Contract is for all labor, materials, tools, equipment, and traffic control necessary for the Project. The Contract is for a not-to-exceed amount of \$274,159, which comprises the base bid amount of \$249,235, plus a 10% contingency of \$24,924. The engineer’s estimate was \$210,000.

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 6, 2026. Two bids were received and opened at approximately 2:30 p.m. on March 26, 2026, via online Cisco Webex bid opening. Present during the bid opening were Joshua Dethmers, NBSCO; Wes Sosa, Granite Construction; Guillermo Munoz, Carson City Public Works; Matt Bradley, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bidder    Base Bid  
Granite    \$260,260  
NBSCO    \$249,235

Staff recommends awarding to NBSCO as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?**    Yes

**If yes, account name/number:**    Street Maintenance Fund - Long Line Striping Account; 2563038-500488, Project # P303826001, 2026 Long/Short Line

**Is it currently budgeted?**    Yes

**Explanation of Fiscal Impact:**    If approved, Project # P303826001, 2026 Long/Short Line, Long Line Striping Account 2563038-500488, with an available amount of \$299,695, will be reduced by an amount not-to-exceed \$274,159.

**Alternatives**

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

**Attachment(s):**

[5A\\_RTC\\_Exhibit 1 - Contract 27300013.pdf](#)

[5A\\_RTC\\_Exhibit 2 - Long Line Striping Project Map.pdf](#)

[5A\\_RTC\\_Exhibit 3 - Long Line Bid Tabulation.pdf](#)

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

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

Aye/Nay

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 27300013****Title: 2026 Long Line Project**

THIS CONTRACT made and entered into this 10th day of June 2026, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as "**CITY**", and Nevada Barricade & Sign Company, Inc., hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 27300013**, titled **2026 Long Line 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.

**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. 27300013 including, but not limited to, the Notice to Contractors, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be viewed through the Carson City Website <https://www.carsoncity.gov/bids>.

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300013

Title: 2026 Long Line Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Jonathan Dethmers, Regional Manager VP  
Nevada Barricade and Sign Company, Inc.  
9830 N. Virginia St.  
Reno, NV 89506  
775-331-5100  
[dethmers@nbsco.com](mailto: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](mailto:CAkers@carsoncity.gov)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Forty Nine Thousand Two Hundred Thirty Five Dollars and 00/100 (\$249,235.00).

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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

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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.

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

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

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

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

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

## 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

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

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

## 9. PREFERENTIAL EMPLOYMENT:

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

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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

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

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

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

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

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

## 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

## 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 27300013**

**Title: 2026 Long Line 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.

## 16. BUSINESS LICENSE:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

## 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

## 18. WAIVER OF BREACH:

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

## 19. SEVERABILITY:

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

## 20. ASSIGNMENT / DELEGATION:

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

## 21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

## 22. PUBLIC RECORDS:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300013

Title: 2026 Long Line Project

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;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300013

Title: 2026 Long Line Project

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: 27300013**

**Title: 2026 Long Line Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CARSON CITY**

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

**CITY'S LEGAL COUNSEL**

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

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

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 27300013  
Project# P303826001  
Account # 2563038-500488**

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

Dated \_\_\_\_\_

**CONTACT PERSON:**

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 27300013**

**Title: 2026 Long Line 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, VP

**FIRM:** Nevada Barricade & Sign Company, Inc.

**CARSON CITY BUSINESS LICENSE #:** BL-004996

**NEVADA CONTRACTORS LICENSE #:** 0052311

9530 N. Virginia St.

Reno, NV 89506

775-331-5100

[Joshua.dethmers@nbsco.com](mailto:Joshua.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: 27300013**

**Title: 2026 Long Line Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 10, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300013** and titled **2026 Long Line 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 10th day of June 2026.

## ATTEST:

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

DATED this 10th day of June 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# 27300013** and titled **2026 Long Line Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

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

as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 27300013** and titled **2026 Long Line Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 27300013** and titled **2026 Long Line Project**

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

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

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## NOTICE:

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

# CITY OF CARSON CITY, NEVADA BID BOND

Due from Bidder/Prime Contractor with bid submission.

We the undersigned, 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 (\$ 24,923.50 ) 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 27300013 PWP No CC-2026-265 for Project Title 2026 Long Line Striping Project.

NOW, THEREFORE

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

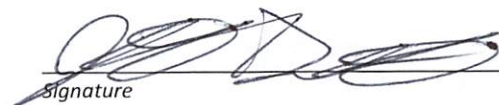
then, this obligation shall be null and void. Otherwise, it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein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

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

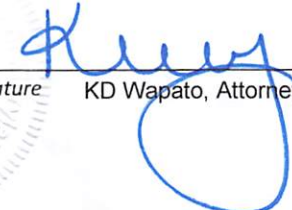
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

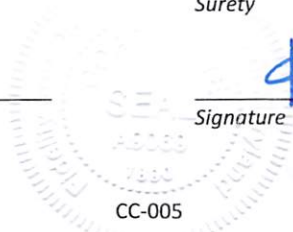
Signed, Sealed and Dated: 03/11/2026

Nevada Barricade & Sign Co., Inc  
Principal

  
Signature

Fidelity and Deposit Company of Maryland  
Surety

  
Signature KD Wapato, Attorney-in-Fact



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 Thomas O. McClellan, 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, and 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, Jason FOMENKO, D-Ann KLEIDOSTY, Maegan I. ALLHANDS 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 06th day of February, A.D. 2026.



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

*Thomas O. McClellan*

By: *Thomas O. McClellan*  
Vice President

*Daniel Lutes*

By: *Daniel Lutes*  
Secretary

State of Maryland  
County of Baltimore

On this 06th day of February, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, 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.

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

*Genevieve M. Maison*

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



**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 11th day of March, 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:**

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



**27300013**

**Nevada Barricade & Sign Co, Inc.  
Supplier Response**

**Event Information**

Number: 27300013  
Title: 2026 Long Line Striping  
Type: Invitation for Bid  
Issue Date: 3/5/2026  
Deadline: 3/26/2026 02:00 PM (PT)  
Notes:

**2026 Long Line Striping**

**Project No. | P303524002**

**PWP No. | CC-2026-265**

**Engineer's Estimate**

\$210,000

**Summary**

Carson City is accepting sealed bids for the Carson City 2026 Long Line Striping Project which consists of placing approximately 1,300,000 linear feet of painted pavement markings using Nevada Type II waterborne paint, including layout, traffic control, and all other incidentals needed to complete project. Project includes all common phases of construction customarily associated with this type of project.

**Funding**

This project is locally funded.

**BABAA**

This project is **not** subject to BABAA requirements.

**Type**

This project is deemed a **horizontal construction project**.

**Pre-Bid Meeting**

Exhibit A

This project will not conduct a pre-bid meeting.

**Questions**

Questions may only be submitted via NGEM. Questions must 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 3/25/2026 05:15:30 PM (PT)

joshua.dethmers@nbsco.com

*Email*

## Requested Attachments

### (CC-001) Vendor Information & UEI

Required with bid submission.

(CC-001) Vendor Information & UEI.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](mailto:cakers@carson.org)

(CC-002) Bidder 1% Subcontractors (27300013 - 2026 Long Line Striping).pdf

### (CC-003) Bidder 5% Subcontractor Info

Required with bid submission.

(CC-003) Bidder 5% Subcontractors.pdf

### (CC-005) Bid Bond

Required with bid submission.

(CC-005) 2026 Long Line Bid Bond.pdf

### (CC-006) Statement of Non-Collusion

Required with bid submission.

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

### (CC-007) Conflict of Interest Disclosure

Required with bid submission.

(CC-007) Conflict of Interest Disclosure.pdf

### (CC-008) Disclosure of Interests

Required with bid submission.

(CC-008) Disclosure of Interest.pdf

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

Required with bid submission.

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

### (CC-027) Bidding Preference Affidavit

Due at bid if requesting a preference in bidding for public works projects.

(CC-027) Bidding Preference Affidavit.pdf

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

Required with bid submission.

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

Required with bid submission.

## Response Attachments

### NBSCO Cert of Eligibility 2025-2026.pdf

Nevada Barricade & Sign Company, Inc. Certificate of Eligibility

## Bid Attributes

### 1 Substitutions & Revisions

Bidder acknowledges that no substitutions or revisions to the Bid Advertisement attachments will be accepted. Carson City will reject bids with any substitutions, revisions, or other alterations to the included attachments.

Acknowledge

### 2 Addendum/Addenda

Bidder acknowledges receipt of \_\_\_ addendum/addenda for this Bid Advertisement. *(Enter 0 if there are no addenda.)*

### 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

Exhibit A

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

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**

Exhibit A

Contract documents require each Bidder/Prime Contractor to submit a monthly report of payments made to its subcontractors on form *(CC-044) Monthly Report of Payments to Subcontractors* and completing Part A of form *(CC-046) Subcontractor Payment Certification* before providing *CC-046* to each subcontractor. Both forms are available in VPM.

Acknowledge

**10 Bidding Preference & Certificate of Eligibility**

For projects expected to cost more than \$250k, Bidders requesting a preference per NRS 338.147 shall include form *(CC-027) Bidding Preference Affidavit* to certify requirements will be adhered to, documented, and attained to remain eligible to receive a preference in bidding and remain in compliance with NRS 338.1417 and NRS 338.1389, along with a copy of the Bidder's Certificate of Eligibility issued by the Nevada State Contractors Board to be considered.

Acknowledge

**11 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

**12 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

Exhibit A

Quantity:   1  

Total: \$249,235.00

**Package Items**

**1.1 Mobilization/Demobilization**

Quantity:   1   UOM:   LS   Unit Price: \$12,500.00 Total: \$12,500.00

**1.2 Traffic Control**

Quantity:   1   UOM:   LS   Unit Price: \$31,570.00 Total: \$31,570.00

**1.3 Painted Pavement Marking 4-Inch Mini Skip White**

Quantity: 1500 UOM:   LF   Unit Price: \$0.07 Total: \$105.00

**1.4 Painted Pavement Marking 4-Inch Broken White**

Quantity: 136000 UOM:   LF   Unit Price: \$0.07 Total: \$9,520.00

**1.5 Painted Pavement Marking 4-Inch Solid White**

Quantity: 300000 UOM:   LF   Unit Price: \$0.12 Total: \$36,000.00

**1.6 Painted Pavement Marking 4-Inch Double Solid Yellow**

Quantity: 281000 UOM:   LF   Unit Price: \$0.20 Total: \$56,200.00

**1.7 Painted Pavement Marking 4-Inch Broken Yellow**

Quantity: 20000 UOM:   LF   Unit Price: \$0.07 Total: \$1,400.00

**1.8 Painted Pavement Marking 4-Inch Solid Yellow**

Quantity: 67000 UOM:   LF   Unit Price: \$0.12 Total: \$8,040.00

**1.9 Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow**

Quantity: 135000 UOM:   LF   Unit Price: \$0.20 Total: \$27,000.00

**1.10 Painted Pavement Marking 6-Inch Mini Skip White**

Quantity: 30000 UOM:   LF   Unit Price: \$0.10 Total: \$3,000.00

**1.11 Painted Pavement Marking 6-Inch Solid White**

Quantity: 250000 UOM:   LF   Unit Price: \$0.20 Total: \$50,000.00

**1.12 Painted Pavement Marking 6-Inch Solid Yellow**

Quantity: 1700 UOM:   LF   Unit Price: \$0.20 Total: \$340.00

**1.13 Painted Pavement Marking 8-Inch Mini Skip White**

Quantity: 3000 UOM:   LF   Unit Price: \$0.20 Total: \$600.00

**1.14 Painted Pavement Marking 8-Inch Solid White**

Quantity: 63000 UOM:   LF   Unit Price: \$0.20 Total: \$12,600.00

**1.15 Painted Pavement Marking 8-Inch Solid Yellow**

Quantity: 1800 UOM:   LF   Unit Price: \$0.20 Total: \$360.00

**Response Total: \$249,235.00**

# 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 Eric Cumming  OR  Blake Evers	Title / Position Striping Operation Manager   Project Manager
Contact Person Phone No EC:775.722.5811   BE: 775.399.0038	Contact Person Email eric.cumming@nbsco.com   blake.evers@nbsco.com

## LICENSING INFORMATION

NV Contractor License No 0052315	Issue Date 07/13/2001	Expiration Date
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 joshua.dethmers@nbsco.com	Phone No (775) 331-5100
Mailing Address, City, State, ZIP 9530 N. Virginia St. Reno, NV 89506	

Joshua Dethmers  


---

*Printed Name of Preparer*

**Joshua**

*Signature of Preparer*

*Digitally signed by Joshua*  
 Date: 2026.03.13 16:28:36  
 -07'00'

Chief Estimator  


---

*Title/Position*

03/13/2026

*Date*



9530 N. Virginia  
Reno, NV 89506  
775-331-5100  
775-331-5103 fax  
[www.nbsco.com](http://www.nbsco.com)

March 25, 2026

## NBSCO Project references for Carson City 2026 Long Line

1. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2022 Long Line Project
  - e. \$215,955.00
  - f. Re-Stripe Roads throughout Carson City
  
2. City of Carson City
  - a. 3505 Butti Way, Carson City NV 89701
  - b. John Platt 775-887-2355
  - c. [jplatt@carson.org](mailto:jplatt@carson.org)
  - d. Carson City 2024 Long Line Project
  - e. \$241,056.00
  - f. Re-Stripe Roads throughout Carson City
  
3. Nevada Department of Transportation
  - a. 263 S Stewart St, Carson City, NV 89712
  - b. Samih Alhwayek (702) 730-3370
  - c. [salhwayek@dot.nv.gov](mailto:salhwayek@dot.nv.gov)
  - d. NDOT 4532 Striping Project
  - e. \$2,819,172.05
  - f. Re-Stripe Roads multiple routes

# 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.

<b>Bidder/Prime Contractor</b>	<b>Project Number &amp; Name</b>	
Nevada Barricade & Sign Company, Inc	P303524002 - 2026 Long Line Striping	
Address, City, State, ZIP	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
9530 North Virginia Street, Reno, NV 89506	0052315	> \$10 Million
<b>Subcontractor Name (if Federally-funded project, include UEI)</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
Nevada Barricade & Sign Company, Inc	0052315	> \$10 Million
Address, City, State, ZIP	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
9530 North Virginia Street, Reno, NV 89506	Select One	Select One
<b>Subcontractor Name (if Federally-funded project, include UEI)</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
NONE	Select One	Select One
Address, City, State, ZIP	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
NONE	Select One	Select One
<b>Subcontractor Name (if Federally-funded project, include UEI)</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
NONE	Select One	Select One
Address, City, State, ZIP	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>
NONE	Select One	Select One

<b>Phone</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>	<b>Description of Work or Services</b>
775-331-5100	0052315	> \$10 Million	Traffic Control & Striping
<b>Bid Line Item Numbers*</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>	<b>Description of Work or Services</b>
1.1 through 1.15	Select One	Select One	
<b>Phone</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>	<b>Description of Work or Services</b>
	Select One	Select One	
<b>Bid Line Item Numbers*</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b>	<b>Description of Work or Services</b>
	Select One	Select One	

\*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: 2026.03.25 17:03:46 -07'00'

03/25/2026  
Date

# 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 Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506	Project Number & Name P303524002 - 2026 Long Line Striping	Bid Number 27300013	License Limit (if applicable) > \$10 Million
		Phone (775) 331-5100	Bid Amount \$ 249,235.00
		NV Contractor License No. (if applicable) 0052315	

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

\*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  
775-331-5100  
Phone

Joshua  
Chief Estimator  
Title/Position

Digitally signed by Joshua  
Date: 2026.03.25 17:04:45 -07'00'  
03/25/2026  
Date

CC-003

# 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 Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506		Project Number & Name P303524002 - 2026 Long Line Striping	
Bid Number 27300013		License Limit (if applicable) > \$10 Million	
Phone (775) 331-5100		Bid Amount \$ 249,235.00	
NV Contractor License No. (if applicable) 0052315		Description of Work or Services	
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone Bid Line Item Numbers*	License Limit (if applicable) Select One
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone Bid Line Item Numbers*	License Limit (if applicable) Select One
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone Bid Line Item Numbers*	License Limit (if applicable) Select One
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone Bid Line Item Numbers*	License Limit (if applicable) Select One

\*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

775-331-5100  
Phone

Joshua  
Signature

Chief Estimator  
Title/Position

Digitally signed by Joshua  
Date: 2026.03.25 17:05:52 -0700'

03/25/2026  
Date

**CITY OF CARSON CITY, NEVADA**

**BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT OR \$50K<sup>‡</sup>**

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

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

Bidder/Prime Contractor		Project Number & Name	
Nevada Barricade & Sign Company, Inc		P303524002 - 2026 Long Line Striping	
Address, City, State, ZIP		License Limit (if applicable)	
9530 North Virginia Street, Reno, NV 89506		> \$10 Million	
Bid Number		Bid Amount	
27300013		\$ 249,235.00	
Phone		NV Contractor License No. (if applicable)	
(775) 331-5100		0052315	
Phone	NV Contractor License No. (if applicable)	License Limit (if applicable)	Description of Work or Services
775-331-5100	0052315	> \$10 Million	
Bid Line Item Numbers*			
1.1 through 1.15			
Phone	NV Contractor License No. (if applicable)	License Limit (if applicable)	Description of Work or Services
		Select One	
Bid Line Item Numbers*			
Phone	NV Contractor License No. (if applicable)	License Limit (if applicable)	Description of Work or Services
		Select One	
Bid Line Item Numbers*			
Phone	NV Contractor License No. (if applicable)	License Limit (if applicable)	Description of Work or Services
		Select One	
Bid Line Item Numbers*			
Phone	NV Contractor License No. (if applicable)	License Limit (if applicable)	Description of Work or Services
		Select One	
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

775-331-5100  
Phone

Joshua  
Signature

Chief Estimator  
Title/Position

03/25/2026  
Date

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

**CITY OF CARSON CITY, NEVADA**

**BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT OR \$50K<sup>‡</sup>**

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

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

Bidder/Prime Contractor Nevada Barricade & Sign Company, Inc Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506		Project Number & Name P303524002 - 2026 Long Line Striping	
Bid Number 27300013		License Limit (if applicable) > \$10 Million	
Phone (775) 331-5100		Bid Amount \$ 249,235.00	
NV Contractor License No. (if applicable) 0052315			

Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Subcontractor Name (if federally-funded project, include UEI) NONE	Address, City, State, ZIP	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services

\*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

775-331-5100  
Phone

Joshua  
Signature

Chief Estimator  
Title/Position

03/25/2026  
Date

Digitally signed by Joshua  
Date: 2026.03.25 17:13:45 -07'00'

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

**CITY OF CARSON CITY, NEVADA**

**BIDDER SUBCONTRACTOR INFORMATION FOR SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT OR \$50K<sup>‡</sup>**

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

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

Bidder/Prime Contractor Nevada Barricade & Sign Company, Inc Address, City, State, ZIP 9530 North Virginia Street, Reno, NV 89506		Project Number & Name P303524002 - 2026 Long Line Striping	
Bid Number 27300013	NV Contractor License No. (if applicable) 0052315	License Limit (if applicable) > \$10 Million	Bid Amount \$ 249,235.00
Phone (775) 331-5100			

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*			
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

775-331-5100  
Phone

Joshua  
Signature

Chief Estimator  
Title/Position

03/25/2026  
Date

Digitally signed by Joshua  
Date: 2026.03.25 17:13:08 -0700'

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

# CITY OF CARSON CITY, NEVADA

## LIST OF SUBCONTRACTORS, SUBCONSULTANTS, & SUPPLIERS BIDDING

Due from Bidder/Prime Contractor at bid submission.

a. Prime Contractor/Consultant Nevada Barricade & Sign Company, Inc. b. Address, City, State, ZIP 9530 N. Virginia Street, Reno NV, 89506	d. NV Contractor License No. (if applicable) 0052315 f. NAICS Code for each scope of project work 237310	e. License Limit (if applicable) > \$10 Million	g. DBE or non-DBE non-DBE h. DBE Majority Owner Race j. DBE Majority Owner Sex
1. Type Select One  1a. Company/Business Name NONE 1b. Address, City, State, ZIP	1d. NV Contractor License No. (if applicable)  1f. NAICS Code for each scope of project work	1e. License Limit (if applicable) Select One	1h. DBE Majority Owner Race 1i. Age of DBE Firm 1j. DBE Majority Owner Sex
2. Type Select One  2a. Company/Business Name NONE 2b. Address, City, State, ZIP	2d. NV Contractor License No. (if applicable)  2f. NAICS Code for each scope of project work	2e. License Limit (if applicable) Select One	2h. DBE Majority Owner Race 2i. Age of DBE Firm 2j. DBE Majority Owner Sex
3. Type Select One  3a. Company/Business Name NONE 3b. Address, City, State, ZIP	3d. NV Contractor License No. (if applicable)  3f. NAICS Code for each scope of project work	3e. License Limit (if applicable) Select One	3h. DBE Majority Owner Race 3i. Age of DBE Firm 3j. DBE Majority Owner Sex
4. Type Select One  4a. Company/Business Name NONE 4b. Address, City, State, ZIP	4d. NV Contractor License No. (if applicable)  4f. NAICS Code for each scope of project work	4e. License Limit (if applicable) Select One	4h. DBE Majority Owner Race 4i. Age of DBE Firm 4j. DBE Majority Owner Sex
5. Type Select One  5a. Company/Business Name NONE 5b. Address, City, State, ZIP	5d. NV Contractor License No. (if applicable)  5f. NAICS Code for each scope of project work	5e. License Limit (if applicable) Select One	5h. DBE Majority Owner Race 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 Nevada Barricade & Sign Company, Inc. b. Address, City, State, ZIP 9530 N. Virginia Street, Reno NV, 89506	d. NV Contractor License No. (if applicable) 0052315 e. License Limit (if applicable) > \$10 Million f. NAICS Code for each scope of project work 237310	6a. Company/Business Name NONE 6b. Address, City, State, ZIP	6c. Phone 6d. NV Contractor License No. (if applicable) 6e. License Limit (if applicable) Select One 6f. NAICS Code for each scope of project work	6g. DBE or non-DBE Select One 6h. DBE Majority Owner Race 6i. Age of DBE Firm 6j. DBE Majority Owner Sex
7. Type Select One	7a. Company/Business Name NONE 7b. Address, City, State, ZIP	7c. Phone 7d. NV Contractor License No. (if applicable) 7e. License Limit (if applicable) Select One 7f. NAICS Code for each scope of project work	7g. DBE or non-DBE Select One 7h. DBE Majority Owner Race 7i. Age of DBE Firm 7j. DBE Majority Owner Sex	7k. DBE Majority Owner Race 7l. DBE Majority Owner Sex
8. Type Select One	8a. Company/Business Name NONE 8b. Address, City, State, ZIP	8c. Phone 8d. NV Contractor License No. (if applicable) 8e. License Limit (if applicable) Select One 8f. NAICS Code for each scope of project work	8g. DBE or non-DBE Select One 8h. DBE Majority Owner Race 8i. Age of DBE Firm 8j. DBE Majority Owner Sex	8k. DBE Majority Owner Race 8l. DBE Majority Owner Sex
9. Type Select One	9a. Company/Business Name NONE 9b. Address, City, State, ZIP	9c. Phone 9d. NV Contractor License No. (if applicable) 9e. License Limit (if applicable) Select One 9f. NAICS Code for each scope of project work	9g. DBE or non-DBE Select One 9h. DBE Majority Owner Race 9i. Age of DBE Firm 9j. DBE Majority Owner Sex	9k. DBE Majority Owner Race 9l. DBE Majority Owner Sex
10. Type Select One	10a. Company/Business Name NONE 10b. Address, City, State, ZIP	10c. Phone 10d. NV Contractor License No. (if applicable) 10e. License Limit (if applicable) Select One 10f. NAICS Code for each scope of project work	10g. DBE or non-DBE Select One 10h. DBE Majority Owner Race 10i. Age of DBE Firm 10j. DBE Majority Owner Sex	10k. DBE Majority Owner Race 10l. 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<sup>o</sup>*

Joshua Dethmers

*Printed Name*

Chief Estimator

*Title/Position*

**Joshua Dethmers**

Digitally signed by Joshua Dethmers  
Date: 2026.03.13 09:24:58 -07'00'

03/13/2026

*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: P303524002  
Project Title: 2026 Long Line Striping  
Name: Joshua Dethmers  
Position: 775-331-5100

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.

Joshua Dethmers  
*Printed Name*

Chief Estimator  
*Title/Position*

Joshua Dethmers Digitally signed by Joshua Dethmers  
Date: 2026.03.13 09:21:57 -07'00' 3-13-2026  
*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 Company, 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
"NA."		
"NA."		
"NA."		
"NA."		

# 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
"NA."		
"NA."		
"NA."		
"NA."		

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
"NA."	
"NA."	
"NA."	
"NA."	

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: 2026.03.25 14:03:48 -07'00'

03/25/2026  
*Date*

**CITY OF CARSON CITY, NEVADA**  
**BIDDING PREFERENCE AFFIDAVIT**

Due at bid submission if requesting a bidding preference for public works projects.

On behalf of Nevada Barricade & Sign Company, inc. ,  
for Bid Number 27300013 , and  
Project Name P303524002 (2026 Long Line Striping) ,

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

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

Jonathan Dethmers  
Authorized Official Printed Name

Regional Manager / VP  
Authorized Official Title/Position

Jonathan Dethmers Digitally signed by Jonathan Dethmers Date: 2026.03.25 14:04:30 -07'00' 03/25/2026  
Authorized Official Signature Date

Required pursuant to NRS 338.0117, to receive a preference in bidding on PWP's.  
Attach copy of Certificate of Eligibility for License.



# 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 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: 2026.03.25 14:05:01 -07'00'  

---

*Signature of Authorized Official*

03/25/2026  

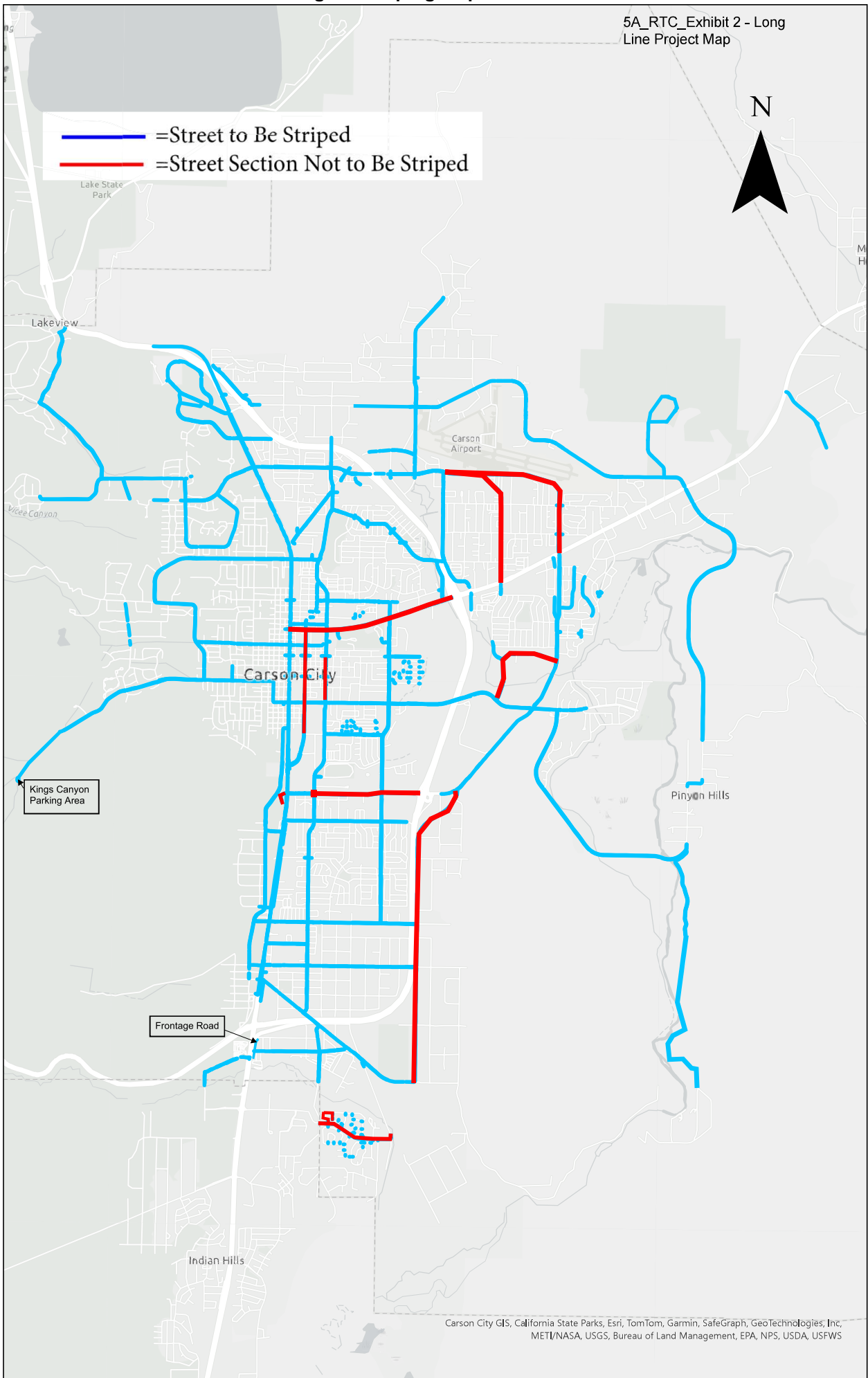
---

*Date*

# 2026 Longline Striping Map - Attachment B

5A\_RTC\_Exhibit 2 - Long Line Project Map

-  = Street to Be Striped
-  = Street Section Not to Be Striped



Carson City GIS, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

**Bid No. 27300013 Long Line Striping Project****Date and Time of Bid Opening: 3/26/2026 @2:30pm**

Line #	Description	QTY	UOM	Nevada Barricade & Sign Co, Inc.		Granite Construction Company	
				Unit	Extended	Unit	Extended
1.1	Mobilization/Demobilization	1	LS	\$12,500.00	\$12,500.00	\$4,000.00	\$4,000.00
1.2	Traffic Control	1	LS	\$31,570.00	\$31,570.00	\$26,161.00	\$26,161.00
1.3	Painted Pavement Marking 4-Inch Mini Skip White	1500	LF	\$0.07	\$105.00	\$0.06	\$90.00
1.4	Painted Pavement Marking 4-Inch Broken White	136000	LF	\$0.07	\$9,520.00	\$0.10	\$13,600.00
1.5	Painted Pavement Marking 4-Inch Solid White	300000	LF	\$0.12	\$36,000.00	\$0.14	\$42,000.00
1.6	Painted Pavement Marking 4-Inch Double Solid Yellow	281000	LF	\$0.20	\$56,200.00	\$0.25	\$70,250.00
1.7	Painted Pavement Marking 4-Inch Broken Yellow	20000	LF	\$0.07	\$1,400.00	\$0.05	\$1,000.00
1.8	Painted Pavement Marking 4-Inch Solid Yellow	67000	LF	\$0.12	\$8,040.00	\$0.15	\$10,050.00
1.9	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	135000	LF	\$0.20	\$27,000.00	\$0.18	\$24,300.00
1.10	Painted Pavement Marking 6-Inch Mini Skip White	30000	LF	\$0.10	\$3,000.00	\$0.08	\$2,400.00
1.11	Painted Pavement Marking 6-Inch Solid White	250000	LF	\$0.20	\$50,000.00	\$0.20	\$50,000.00
1.12	Painted Pavement Marking 6-Inch Solid Yellow	1700	LF	\$0.20	\$340.00	\$0.19	\$323.00
1.13	Painted Pavement Marking 8-Inch Mini Skip White	3000	LF	\$0.20	\$600.00	\$0.07	\$210.00
1.14	Painted Pavement Marking 8-Inch Solid White	63000	LF	\$0.20	\$12,600.00	\$0.25	\$15,750.00
1.15	Painted Pavement Marking 8-Inch Solid Yellow	1800	LF	\$0.20	\$360.00	\$0.07	\$126.00
<b>Schedule A: Base Bid Items</b>				<b>\$249,235.00</b>		<b>\$260,260.00</b>	

**Carson City is recommending award to Nevada Barricade & Sign Co., Inc. and is tentatively scheduled for approval and award at the May 13, 2026 Carson City Regional Transportation Commission.**



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 2026

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

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 27300034 ("Contract") for the District 3 Butti Way Pavement Preservation Project (“Project”) to SNC for the amount of \$311,007; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$31,101 for a total not-to-exceed amount of \$342,108. (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 10% contingency if needed.

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

N/A

### **Previous Action**

June 11, 2025 (Item 5.D) – The Regional Transportation Commission approved the recommended District 3 projects, which included this project on Butti Way.

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

The Project consists of preservation treatments, including crack sealing, crack repair, and surface treatment on Butti Way between Airport Road and Fairview Drive, and Airport Road between Butti Way and 5th Street. The Project will include ADA enhancements to the existing sidewalk at the Jump Around Carson Transit Administration Office and the construction of a bus stop pad.

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 \$342,108, which comprises the base bid amount of \$311,007, plus a 10% contingency of \$31,101. The engineer’s estimate was \$494,500.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on May 6, 2026. One bid was received and opened at approximately 2:30 p.m. on May 27, 2026, via online Cisco Webex bid opening. Present during the bid opening were Darcy Carpenter, Sierra Nevada Construction; Wynn Hessler, Carson City Public Works; Jessica Park, Carson City Public Works; Matt Bradley, Carson City Public Works; and Carol Akers,

Carson City Purchasing and Contracts Administrator.

Bidder Base Bid

SNC \$311,107

Staff recommends awarding to SNC as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project # P303526005, District 3 – Butti Way Preservation Project Regional Transportation Fund, Capital Improvements Account; 2503035-507010, and Transit Facility Upgrade; 2253026-507712.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, Project # P303526005, District 3 – Butti Way Preservation Project, Regional Transportation Capital Improvements; 2503035-507010, with an available amount of \$343,807, will be reduced by an amount not-to-exceed \$306,208, and Transit Facility Upgrade; 2253026-507712, with an available amount of 72,000 will be reduced by an amount not to exceed \$35,900.

**Alternatives**

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

**Attachment(s):**

[5B\\_RTC\\_Exhibit 1 - Contract 27300034.pdf](#)

[5B\\_RTC\\_Exhibit 2 - D3 Butti Bid Tabulation.pdf](#)

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

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

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

Aye/Nay

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

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

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT****Contract No: 27300034****Title: D3 Butti & Airport Pavement Preservation Project**

THIS CONTRACT made and entered into this 10th day of June 2026, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and Sierra Nevada Construction, Inc., hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 27300034**, titled **D3 Butti & Airport Pavement Preservation 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. 27300035 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 through the Carson City Website <https://www.carsoncity.gov/bids>.

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300034

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## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

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

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Three Hundred Eleven Thousand Seven Dollars and 00/100 (\$311,007.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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

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## Title: D3 Butti & Airport Pavement Preservation 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

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

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

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

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

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

### 6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## 8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

### 9. PREFERENTIAL EMPLOYMENT:

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

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

### 10. REMEDIES:

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

### 11. LIMITED LIABILITY:

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

### 12. FORCE MAJEURE:

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

### 13. INDEMNIFICATION:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300034

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

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

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

### 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

### 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

### 15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

### 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300034

Title: D3 Butti & Airport Pavement Preservation 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: 27300034

Title: D3 Butti & Airport Pavement Preservation 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

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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: 27300034**

**Title: D3 Butti & Airport Pavement Preservation Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CARSON CITY**

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

**CITY'S LEGAL COUNSEL**

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

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

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 27300034**  
**Project# P303526005**  
**Account # 2503035-507010 = \$275,107**  
**2253026-507712 = \$35,900**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Wynn Hessler, Project Manager  
Telephone: 775-283-7378

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 27300034**

**Title: D3 Butti & Airport Pavement Preservation Project**

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

**CONTRACTOR**

**BY:** Marc T. Markwell

**TITLE:** Secretary/Treasurer

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

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

**NEVADA CONTRACTORS LICENSE #: 0025565**

**Address:** PO Box 50706

**City:** Sparks **State:** NV **Zip Code:** 89435

**Telephone:** 775-355-0420

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

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

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

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

)ss

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

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

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

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

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**Title: D3 Butti & Airport Pavement Preservation Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of Month XX, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300034** and titled **D3 Butti & Airport Pavement Preservation 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 10th day of June 2026

**ATTEST:**

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

DATED this 10th day of June 20252

# 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# 27300034** and titled **D3 Butti & Airport Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

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

as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 27300034** and titled **D3 Butti & Airport Pavement Preservation 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, Sierra Nevada Construction, Inc., as "Principal", and Liberty Mutual Insurance Company, as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of Five Percent of Total Amount Bid dollars (\$ 5% of Total Amount Bid ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

WHEREAS the Principal has submitted a bid for Bid No 27300034 PWP No CC-2026-385 for Project Title D3 Butti & Airport Pavement Preservation.

NOW, THEREFORE

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

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

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

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

Signed, Sealed and Dated: May 12, 2026

Sierra Nevada Construction, Inc.  
Principal

Craig D. Holt  
Signature Craig D. Holt, Vice President

Liberty Mutual Insurance Company  
Surety

Shelly Demaray  
Signature Shelly Demaray, Attorney-In-Fact



POWER OF ATTORNEY

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

Certificate No: 8215778-976312

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2026.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of May, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

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



## 27300034 Addendum 2

### Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 27300034 Addendum 2  
Title: D3 Butti & Airport Pavement Preservation  
Type: Invitation for Bid  
Issue Date: 5/6/2026  
Deadline: 5/27/2026 02:00 PM (PT)  
Notes: **Project Title | D3 Butti & Airport Pavement Preservation**

**Project No. | P303526005**

**PWP No. | CC-2026-385**

#### Engineer's Estimate

\$ 494,500

#### Summary

The Project will perform crack sealing, crack repair, and surface treatment on Airport Rd. from 5th St to Butti Way and Butti Way from Airport Rd. to Fairview Dr. The project includes but is not limited to application of type 3 modified rapid setting slurry seal; asphaltic concrete pavement patching, ADA ramps, bus stop pad, and signing and striping improvements.

#### Funding

This project is partially federally funded through the 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.

**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

## Sierra Nevada Construction, Inc. Information

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

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

Craig D. Holt

*Signature*

Submitted at 5/27/2026 01:10:39 PM (PT)

bids@snc.biz

*Email*

## Requested Attachments

<b>(CC-001) Vendor Information &amp; UEI</b>	CC-001 Vendor Information & UEI.pdf
Required with bid submission.	
<b>(CC-002) Bidder 1% Subcontractor Info</b>	CC-002 1% Subcontractor Info.pdf
Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to <a href="mailto:cakers@carsoncity.gov">cakers@carsoncity.gov</a>	
<b>(CC-003) Bidder 5% Subcontractor Info</b>	CC-003 5% Subcontractor Info.pdf
Required with bid submission.	
<b>(CC-005) Bid Bond</b>	CC-005 Bid Bond.pdf
Required with bid submission.	
<b>(CC-006) Statement of Non-Collusion</b>	CC-006 Statement of Non-Collusion.pdf
Required with bid submission.	
<b>(CC-007) Conflict of Interest Disclosure</b>	CC-007 Conflict of Interest.pdf
Required with bid submission.	
<b>(CC-008) Disclosure of Interests</b>	CC-008 Disclosure of Interests.pdf
Required with bid submission.	
<b>CC-BID-06 Subcontractors, Subconsultants, &amp; Suppliers Bidding (no DBE)</b>	CC-BID-06 Subcontractors, Subconsultants & Suppliers Bidding.pdf
Required with bid submission. <b>**NEW FORM**</b>	
<b>(CC-010) Certification of Authorization &amp; Understanding</b>	CC-010 Certification of Authorization & Understanding.pdf
Required with bid submission.	
<b>(CC-011) Certified Payroll Information</b>	CC-011 Certified Payroll Information.pdf
Required with bid submission.	
<b>(CC-012) Wage Comparison Worksheet</b>	CC-012 Wage Comparison.pdf
Required with bid submission.	

**(CC-013) BABAA Certification**

Required with bid submission.

CC-013 BABAA Certification.pdf

**(CC-014) Buy America Certification**

Required with bid submission.

CC-014 Buy America Certification.pdf

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

Required with bid submission.

CC-015 Lobbying Disclosure Form.pdf

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

Required with bid submission.

CC-017 Lobbying Certification.pdf

**(CC-018) Affidavit Regarding Debarment & Suspension 23 USC 112(c)**

Required with bid submission.

CC-018 Affidavit Regarding Debarment & Suspension.pdf

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

Required with bid submission.

CC-019 Certification & Clauses Regarding Debarment & Suspension.pdf

**(CC-029) Bidder EEO Certification**

Required with bid submission.

CC-029 Bidder EEO Certification.pdf

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

Required with bid submission.

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

**References**

Required with bid submission.

References.pdf

**Response Attachments**

**Addendum 1.pdf**

Addendum 1 - Acknowledged

**Addendum 2.pdf**

Addendum 2 - Acknowledged

**Bid Attributes**

<b>1</b>	<p><b>Addendum/Addenda</b></p> <p>Acknowledge the number of bid addenda. <i>(Enter 0 if none.)</i></p> <div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">2</div>
<b>2</b>	<p><b>Vendor Information &amp; UEI</b></p> <p>Bidder acknowledges the requirement to complete <i>(CC-001) Vendor Information &amp; UEI</i> and include a copy of the SAM.gov UEI printout with the form.</p> <p><input checked="" type="checkbox"/> Acknowledge</p>

### 3 License Requirements

Exhibit A

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 References

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

**5 Prevailing Wages**

Bidder acknowledges they have read and understand the prevailing wages applicable to this project.

All bidders must acknowledge the State of Nevada Prevailing Wages provided as part of this submission. This document is available on the "Attachments" tab.

All bidders must acknowledge the Davis-Bacon Wage Determinations provided as part of this submission. This document is available on the "Attachments" tab.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works.

Bidder acknowledges they have read and understand the prevailing wages applicable to this project.

The U.S. Department of Labor Wage & Hour Division agreed to adoption of Nevada's prevailing wage rates for Davis-Bacon Highway, Heavy, and Building Wage Determinations and are made available on the Attachments tab. Prevailing Wages are validated through the bid opening date listed on the Activities tab to ensure compliance with NRS 338.030(9)(a). Updates to prevailing wages will be provided via the issuance of an addendum.

Acknowledged

**6 Attribute deleted as part of an Addendum**

**7 Apprenticeship Utilization Act**

Bidder affirms they, and all subcontractors, will comply with the requirements of the NRS 338.01165, the Apprenticeship Utilization Act (AUA), unless a modification, waiver, or exemption applies.

Acknowledge

**8 Monthly Report of Payments & Subcontractor Payment Certifications**

Prime contractors are required to submit a Monthly Report of Payments made to its subcontractors and subconsultants on form *CC-F01 Monthly Report of Payments to Subcontractors & Subconsultants* with each PayApp.

Certifying such payments is completed using form *CC-F02 Subcontractor Payment Certification*. See form for instructions.

Both forms are provided as attachments and are available in VPM.

Acknowledge

**9 BABAA Self-Certification**

Exhibit A

Bidders acknowledge that this project is subject to BABAA requirements 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

**10 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-F03 Certification of Materials Origin* to certify covered construction materials comply with Buy America and BABAA requirements. Certifications must be submitted prior to installation of the material or product. Unless form *CC-F03* is provided, covered materials will be considered of foreign origin.

Acknowledge

**11 Required Contract Provisions**

The Bidder acknowledges the required contract provisions and hereby accepts full responsibility for ensuring that both the Bidder and all subcontractors incorporate, within any contract or subcontract issued in connection with this project, all required contract provisions as set forth in the attachments.

Acknowledge

**12 Subcontractor Documents**

Bidder acknowledges and accepts full responsibility for ensuring that all subcontractors are furnished with all documents required of them under this Bid Advertisement, and for ensuring that such subcontractors duly complete and submit all required documentation to Carson City in accordance with the stated requirements.

Acknowledge

1  
3

**Postings & Notices**

Bidder acknowledges and agrees to comply with the required postings and notices provided with this solicitation.

Acknowledge

1  
4

**Submission of Bid Proposal**

By submitting a proposal, Proposers hereby affirm that they shall not modify, revise, annotate, or otherwise alter any bid forms or contract documents, including the Contract Template provided with this solicitation. Any proposal containing such modifications may, at the sole discretion of the City, be deemed non-responsive and rejected without further consideration. Any contract issued pursuant to this solicitation shall be accepted in its entirety and without amendment. No revisions, negotiations, or alterations to the contract documents will be permitted.

Prices must be quoted FOB Carson City, Nevada, and shall remain firm and valid for sixty (60) calendar days following the Bid Opening.

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 Template,
- Contract Award Instructions, and
- Any Addenda to this Bid Advertisement that may be published prior to bid opening.

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:

<b>1.3</b>	Remove P.C.C. Sidewalk/Curb Ramp	Quantity: <u>100</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$80.00"/>	Total: <input type="text" value="\$8,000.00"/>
<b>1.4</b>	Type 3-Modified Rapid Setting Slurry	Quantity: <u>149650</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$0.40"/>	Total: <input type="text" value="\$59,860.00"/>
<b>1.5</b>	Construct P.C.C. Bus Pad	Quantity: <u>53</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$110.00"/>	Total: <input type="text" value="\$5,830.00"/>
<b>1.6</b>	Construct P.C.C. Curb Ramp	Quantity: <u>57</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$7,125.00"/>
<b>1.7</b>	Sawcut and Remove AC Pavement and Base Material	Quantity: <u>4570</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$9.50"/>	Total: <input type="text" value="\$43,415.00"/>
<b>1.8</b>	Construct Full Depth Pavement Patch	Quantity: <u>4570</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$63,980.00"/>
<b>1.9</b>	Install 24" White Stop Bar (TYPE II WATERBORNE)	Quantity: <u>58</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$580.00"/>
<b>1.10</b>	Install 8" Yellow for Painted Median at "ABC" (TYPE II WATERBORNE)	Quantity: <u>65</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$325.00"/>
<b>1.11</b>	Install Yield Triangles (Type II Waterborne)	Quantity: <u>34</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$850.00"/>
<b>1.12</b>	Install 24" Solid White Cross Walk Key (Type II Waterborne)	Quantity: <u>490</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$4,900.00"/>
<b>1.13</b>	Install 6" Solid White Striping Paint (Type II Waterborne)	Quantity: <u>8300</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$8,300.00"/>
<b>1.14</b>	Install 6" Solid Yellow Striping Paint (Type II Waterborne)	Quantity: <u>61</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$1.00"/>	Total: <input type="text" value="\$61.00"/>
<b>1.15</b>	Install 8" Solid White Striping Paint (Type II Waterborne)	Quantity: <u>223</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$334.50"/>
<b>1.16</b>	Install 4" Double Solid Yellow Striping Paint (Type II Waterborne)	Quantity: <u>4407</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$6,610.50"/>
<b>1.17</b>	Install Preformed Bicycle Lane Pavement Marking (Type II Waterborne)	Quantity: <u>6</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$900.00"/>
<b>1.18</b>	Install Preformed White Directional Arrow Pavement Marking (Type II Waterborne)	Quantity: <u>14</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$1,400.00"/>
<b>1.19</b>	Install Sign and Post	Quantity: <u>13</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$775.00"/>	Total: <input type="text" value="\$10,075.00"/>
<b>1.20</b>	Remove and Relocate Sign on new Post	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$450.00"/>	Total: <input type="text" value="\$450.00"/>
<b>1.21</b>	Remove and Replace Sign Panel	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$600.00"/>

1.22 Install New Sign Foundation

Quantity:   1   UOM:  EA  Unit Price:  Total:

1.23 Mastic Seal

Quantity:  455  UOM:  LF  Unit Price:  Total:

1.24 Protect and Adjust Valve Cover to Finished Grade

Quantity:   2   UOM:  EA  Unit Price:  Total:

**Response Total: \$311,007.00**

# CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

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

## VENDOR PROFILE

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

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

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

Contact Person <b>Craig D. Holt</b>	Title / Position <b>Vice-President</b>
Contact Person Phone № <b>(775) 355-0420</b>	Contact Person Email <b>bids@snc.biz</b>

## LICENSING INFORMATION

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

## DISCLOSURE OF PRINCIPALS

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

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

# CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

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

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

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

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

**AWARDED CONTRACT INFORMATION**

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

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

Craig D. Holt  
\_\_\_\_\_  
*Printed Name of Preparer*

Vice-President  
\_\_\_\_\_  
*Title/Position*

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

05/27/2026  
\_\_\_\_\_  
*Date*



# SIERRA NEVADA CONSTRUCTION INC

Unique Entity ID <b>ECUFLL5LJ8M6</b>	CAGE / NCAGE <b>3WUU1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 23, 2027</b>	
Physical Address <b>2055 E Greg ST Sparks, Nevada 89431-6561 United States</b>	Mailing Address <b>PO Box 50760 Sparks, Nevada 89435-0760 United States</b>	

## Business Information

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

## Registration Dates

Activation Date <b>Mar 25, 2026</b>	Submission Date <b>Mar 23, 2026</b>	Initial Registration Date <b>Jun 17, 2004</b>
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## Entity Dates

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

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

## Highest Level Owner

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

## Executive Compensation

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

**No**

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

**Not Selected**

## Proceedings Questions

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

**No**

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

**Not Selected**

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

**Not Selected**

## Exclusion Summary

Mar 25, 2026 03:19:47 PM GMT  
<https://sam.gov/entity/ECUFLL5LJ8M6/coreData?status=null>

Active Exclusions Records?

Exhibit A

**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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

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

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>3WUU1</b>
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**Electronic Funds Transfer**

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

**Automated Clearing House**

Phone (U.S.) <b>7753481000</b>	Email <b>(blank)</b>	Phone (non-U.S.) <b>(blank)</b>
Fax <b>(blank)</b>		

**Remittance Address**

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

**Taxpayer Information**

EIN <b>*****5093</b>	Type of Tax <b>Applicable Federal Tax</b>	Taxpayer Name <b>SIERRA NEVADA CONSTRUCTION INC</b>
Tax Year (Most Recent Tax Year) <b>2024</b>	Name/Title of Individual Executing Consent <b>Cfo</b>	TIN Consent Date <b>Mar 23, 2026</b>
Address <b>2055 E Greg ST Sparks, Nevada 89431</b>	Signature <b>Marc Markwell</b>	

**Points of Contact**

**Accounts Receivable POC**

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

**Electronic Business**

Exhibit A

✉  
**MARC T MARKWELL, Secretary/Treasurer**  
 mmarkwell@snc.biz  
 7753550420

**P.O. Box 50760**  
**Sparks, Nevada 89435**  
**United States**

CRAIG D. HOLT HOLT, Vice-President  
 cholt@snc.biz  
 7753550420

P.O. Box 50760  
 Sparks, Nevada 89435  
 United States

**Government Business**

✉  
**KEVIN L ROBERTSON, President**  
 krobertson@snc.biz  
 7753550420

**P. O Box 50760**  
**Sparks, Nevada 89435**  
**United States**

CRAIG D. HOLT, VICE-PRESIDENT  
 cholt@snc.biz  
 7753550420

P.O. Box 50760  
 Sparks, Nevada 89435  
 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
**(blank)**

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>\$403,821,243.00</b>	<b>550</b>

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>(blank)</b>	<b>(blank)</b>

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
<b>(blank)</b>	<b>(blank)</b>	<b>(blank)</b>

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
<b>Construction Aggregate</b>	<b>\$120,000,000.00</b>
<b>Construction Per Contract</b>	<b>\$60,000,000.00</b>

States	Counties	Metropolitan Statistical Areas
<b>California</b> <b>Nevada</b>	<b>(blank)</b>	<b>(blank)</b>



## STATEMENT OF EXPERIENCE - ASPHALT MAINTENANCE

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

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

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

# CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone (775) 283-7362 | Fax (775) 887-2286

## NOTICE TO CONTRACTORS BID # 27300034 PWP# CC-2026-385 D3 Butti & Airport Pavement Preservation

Date: Tuesday, May 12, 2026

Addendum № 1

### Webex Opening

The online Webex Bid Opening will begin at 2:30 PM on Wednesday, May 27, 2026.

Register Link:

<https://carsoncitynevada.webex.com/weblink/register/r2bc3a4575fe696e51f980c014f207cf4>

Meeting number: 2660 558 4415

1. **Question 1 - On the bid form "CC-009 - List of Subcontractors, Subconsultants & Suppliers Bidding" it requests DBE information. Per the NDOT DBE website, "All DBE/ACDBE certifications will be reevaluated under new federal eligibility standards. Until reevaluations are complete, existing DBE/ACDBE certifications are not valid for contracting purposes and cannot be counted toward goals." If there are no certified DBE's currently will this form be revised to remove the request for DBE information?**
  - a. *CC-009 has been replaced with the new version, CC-BID-06 Subcontractors, Subconsultants, & Suppliers Bidding (no DBE), for this advertisement.*
2. **Question 2 - The event details state this project is locally funded. The Special Conditions state the project has FTA Federal Funding. Please advise which statement is correct.**
  - a. *This project is partially federally funded through FTA. The solicitation has been updated accordingly.*
3. **Question 3 - If this project is Federally Funded will you please provide the Federal Forms referenced in the Special Conditions.**
  - a. *The solicitation has been updated to include the required forms and clauses.*
4. **Question 4 - REF-012 included with the specifications, states it is required for federally-assisted contracts. Can you please confirm the requirements in this document aren't required for this project?**
  - a. *REF-012 is applicable to this solicitation.*

## 5. Event Details

- a. The Event Details tab was updated to indicate the project is partially federally funded through the FTA and the project is subject to BABAA requirements.

## 6. Activities

- a. Last Addendum date updated to May 22, 2026.

## 7. Attachments

- a. [\(CC-009\) List of Subcontractors, Subconsultants, & Suppliers Bidding](#)
  - i. Replaced by new form *CC-BID-06 Subcontractors, Subconsultants, & Suppliers Bidding (no DBE)* for this solicitation due to the reevaluation of DBE certifications under new federal eligibility standards. Language on the form indicates that no DBE information is required until further notice.
- b. [\(CC-013\) BABAA Certification](#)
  - i. Added to this solicitation for FTA funding.
- c. [\(CC-014\) Buy America Certification](#)
  - i. Added to this solicitation for FTA funding.
- d. [\(CC-015\) Lobbying Disclosure \(SF-LLL\)](#)
  - i. Added to this solicitation for FTA funding.
- e. [\(CC-017\) Lobbying Certification 31 USC 1352 \(FTA\)](#)
  - i. Added to this solicitation for FTA funding.
- f. [\(CC-018\) Affidavit Regarding Debarment & Suspension 23 USC 112\(c\)](#)
  - i. Added to this solicitation for FTA funding.
- g. [\(CC-019\) Certification & Clauses Regarding Debarment & Suspension \(FTA\)](#)
  - i. Added to this solicitation for FTA funding
- h. [\(CC-027\) Bidding Preference Affidavit](#)
  - i. Removed from this solicitation.
- i. [\(CC-029\) Bidder EEO Certification](#)
  - i. Added to this solicitation for FTA funding.
- j. [\(CC-040\) Certification of Materials Origin](#)
  - i. Replaced by new form *CC-F03 Certification of Materials Origin*.
- k. [\(CC-041\) Labor Commissioner Subcontractor List for PWPs](#)
  - i. Replaced by new form *CC-F04 Labor Commissioner Subcontractor List for PWPs*.
- l. [\(CC-044\) Monthly Report of Payments to Subcontractors](#)
  - i. Replaced by new form *CC-F01 Monthly Report of Payments to Subcontractors & Subconsultants*.
- m. [\(CC-046\) Subcontractor Payment Certification](#)
  - i. Replaced by new form *CC-F02 Subcontractor Payment Certification*.
- n. [\(REF-002\) Bidder Instructions RTC-CAMPO\(LOCAL\)](#)
  - i. Replaced by (REF-002) *Bidder Instructions FTA+\$100k*.
- o. [\(REF-010\) Contract Provisions \(2 CFR 200 Appendix II\)](#)
  - i. Added to this solicitation for FTA funding.
- p. [\(REF-011\) Required Contract Provisions \(Form-1273\)](#)
  - i. Added to this solicitation for FTA funding.
- q. [\(REF-013\) OMB Memo M-24-02](#)
  - i. Added to this solicitation for FTA funding.

- r. (REF-017) FTA Protest Procedures
  - i. Added to this solicitation for FTA funding.
- s. (REF-018) Required FTA Clauses (Contracts Greater Than \$100k)
  - i. Added to this solicitation for FTA funding.

**8. Acknowledgements**

- a. Solicitation attributes (acknowledgements) have been updated appropriately.

**CARSON CITY PURCHASING AND CONTRACTS**

201 North Carson Street, Suite 2  
 Carson City, NV 89701  
 Phone (775) 283-7362 | Fax (775) 887-2286

**NOTICE TO CONTRACTORS**  
**BID # 27300034**  
**PWP# CC-2026-385**  
**D3 Butti & Airport Pavement Preservation**

---

**Date:** Wednesday, May 20<sup>th</sup>, 2026

**Addendum № 2**

**Webex Opening**

The online Webex Bid Opening will begin at 2:30 PM on Wednesday, May 27, 2026.

Register Link:

<https://carsoncitynevada.webex.com/weblink/register/r2bc3a4575fe696e51f980c014f207cf4>

Meeting number: 2660 558 4415

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**1. Question: Please provide the Davis Bacon wages for this project.**

- a. On April 2, 2026, communication from the Nevada Labor Commissioner's office indicated that, retroactively effective October 1, 2025, Nevada Prevailing Wages were adopted by the US Department of Labor Wage & Hour Commission for Davis-Bacon highway, heavy, and building wage determinations – thereby invalidating the current Davis-Bacon Wages, Modification 1. At the time, no new modifications or amendments were provided but Nevada Prevailing Wages were amended on May 14, 2026, and are included with this addendum. During the preparation of this addendum, the Department of Labor released Modification 2 to the Davis-Bacon Wages and those are included with this addendum as well.

**2. Nevada Prevailing Wages**

- a. (REF-008) 2026\_Prevailing\_Wage\_Rates\_Amd04.pdf has been included to replace the previous version.

**3. Davis-Bacon Highway Wages**

- a. (REF-009) Davis-Bacon Highway Wages NV20260057(mod2).pdf has been included as part of this addendum.

**4. Wage Comparison Worksheet**

- a. (CC-012) Wage Comparison Worksheet.xlsx has been included as part of this addendum due to the addition of the Davis-Bacon Highway Wages.

**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.

<b>Bidder/Prime Contractor</b> Sierra Nevada Construction, Inc. Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		<b>Bid Number</b> 27300034	<b>Project Number &amp; Name</b> P303526005 D3 Butti & Airport Pavement Preservation		
		<b>Phone</b> (775) 355-0420	<b>NV Contractor License No. (if applicable)</b> 25565	<b>License Limit (if applicable)</b> > \$10 Million	<b>Bid Amount</b> 311,007.00
<b>Subcontractor Name (if federally-funded project, include UEI)</b> NONE Address, City, State, ZIP		<b>Phone</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b> Select One	<b>Description of Work or Services</b>
		<b>Bid Line Item Numbers*</b>			
<b>Subcontractor Name (if federally-funded project, include UEI)</b>  Address, City, State, ZIP		<b>Phone</b>	<b>NV Contractor License No. (if applicable)</b>	<b>License Limit (if applicable)</b> Select One	<b>Description of Work or Services</b>
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\*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.

Craig D. Holt  
 \_\_\_\_\_  
 Printed Name

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

Vice-President  
 \_\_\_\_\_  
 Title/Position

Craig D. Holt  
 \_\_\_\_\_  
 Signature

05/27/2026  
 \_\_\_\_\_  
 Date

**CITY OF CARSON CITY, NEVADA**

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Vice-President  
\_\_\_\_\_  
Title/Position

*C. D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
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**CITY OF CARSON CITY, NEVADA**

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Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300034	Project Number & Name P303526005 D3 Butti & Airport Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 311,007.00
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
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Craig D. Holt  
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775-355-0420  
Phone

Vice-President  
Title/Position

*Craig D. Holt*  
Signature

05/27/2026  
Date

**CITY OF CARSON CITY, NEVADA**

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

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 1% of the bid amount or \$50k<sup>†</sup>. <sup>†</sup>Whichever is greater.  
 Due from the three (3) lowest bidders within two (2) hours of bid opening.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300034	Project Number & Name P303526005 D3 Butti & Airport Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 311,007.00

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

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Craig D. Holt  
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 Printed Name

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

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

Vice-President  
 \_\_\_\_\_  
 Title/Position

\_\_\_\_\_  
 Signature

05/27/2026  
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 Date

## CITY OF CARSON CITY, NEVADA

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Bidder/Prime Contractor Sierra Nevada Construction, Inc.  Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435	Bid Number 27300034	Project Number & Name P303526005 D3 Butti & Airport Pavement Preservation		
Subcontractor Name (if federally-funded project, include UEI)  Address, City, State, ZIP	Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount <span style="font-size: 1.2em; font-family: cursive;">311,007.00</span>
Subcontractor Name (if federally-funded project, include UEI)  Address, City, State, ZIP	Phone  Bid Line Item Numbers*	NV Contractor License No. (if applicable)  Bid Line Item Numbers*	License Limit (if applicable) Select One	Description of Work or Services
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Craig D. Holt  
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775-355-0420  
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 Phone

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

Vice-President  
 \_\_\_\_\_  
 Title/Position

*C. D. Holt*  
 \_\_\_\_\_  
 Signature

05/27/2026  
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## CITY OF CARSON CITY, NEVADA

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

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 1% of the bid amount or \$50k<sup>†</sup>. <sup>†</sup>Whichever is greater.  
Due from the three (3) lowest bidders within two (2) hours of bid opening.

<b>Bidder/Prime Contractor</b> Sierra Nevada Construction, Inc.	<b>Bid Number</b> 27300034	<b>Project Number &amp; Name</b> P303526005 D3 Butti & Airport Pavement Preservation		
<b>Address, City, State, ZIP</b> P.O. Box 50760, Sparks, Nevada 89435	<b>Phone</b> (775) 355-0420	<b>NV Contractor License No. (if applicable)</b> 25565	<b>License Limit (if applicable)</b> > \$10 Million	<b>Bid Amount</b> 311,007.00

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

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

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

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

*\*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.

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

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

Vice-President  
\_\_\_\_\_  
Title/Position

*C. D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

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

*Due from Bidder/Prime Contractor at bid submission.*

Company Name <b>Sierra Nevada Construction, Inc.</b>	Bid No <b>27300034</b>
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**INSTRUCTIONS**

List all bids received from subcontractors, suppliers, and subconsultants. For each listed firm, provide the applicable NAICS code(s) and identify all associated bid items. If any subcontractor, supplier, or subconsultant has more than two (2) NAICS Codes to list, or if you received more than twenty (20) subcontractor, supplier, or subconsultant bids, attach an additional page to include this information. For federally funded or RTC projects, complete the DBE information on this form. See instructions to Bidders for more information. No DBE information is required until further notice.

NAICS Code	Bid Item No(s)	Scope
561730	1.12, 1.13, 2.5	<i>Landscaping Example</i>

<b>DBE Statuses</b> DBE Non-DBE	<b>Age of DBE Firm</b> < 1 year 1 to 2 years 2 to 3 years 3 to 4 years 4 to 6 years 6 to 8 years 8 to 10 years > 10 years	<b>DBE Majority Owner Races</b> Asian-Pacific Black Hispanic Native Other Non-Minority Subcontinent Asian	<b>DBE Majority Owner Sexes</b> Female Male
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**BIDDER DBE INFORMATION**

Bidder/Prime Contractor DBE Status <b>*Select One*</b>	Age of DBE Firm	Majority Owner Race	Majority Owner Sex
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**SUBCONTRACTOR, SUPPLIER, & SUBCONSULTANT INFORMATION**

1. Firm Name <b>All American Asphalt Sealing Inc.</b>	Address, City, State, ZIP <b>1565 Trainer Way, Reno, Nevada 89512</b>	Phone <b>(775) 329-3003</b>
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Firm Type: Subcontractor <input checked="" type="radio"/>	Supplier <input type="radio"/>	Subconsultant <input type="radio"/>	Was this bid used? Yes
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DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope
237310	1.23	Mastic

2. Firm Name <b>Western Nevada Materials</b>	Address, City, State, ZIP <b>1500 Sha-Neva, Spanish Springs, Nevada 89441</b>	Phone <b>(775) 355-2213</b>
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Firm Type: Subcontractor <input type="radio"/>	Supplier <input checked="" type="radio"/>	Subconsultant <input type="radio"/>	Was this bid used? Yes
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DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope
237310	1.4	Supply Slurry Sand

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

*Due from Bidder/Prime Contractor at bid submission.*

<b>3. Firm Name</b> Marathon		Address, City, State, ZIP 425 Logan Lane, Fernley, Nevada 89408	Phone (775) 835-6366
Firm Type: Subcontractor <input type="radio"/> Supplier <input checked="" type="radio"/> Subconsultant <input type="radio"/>		Was this bid used? Yes	
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code 424710	Bid Item No(s) 1.4	Scope Supply Emulsion	

<b>4. Firm Name</b> Granite Construction Company		Address, City, State, ZIP 1900 Glendale Avenue, Sparks, Nevada 89431	Phone (775) 358-8792
Firm Type: Subcontractor <input type="radio"/> Supplier <input checked="" type="radio"/> Subconsultant <input type="radio"/>		Was this bid used? Yes	
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code 237310	Bid Item No(s) 1.8	Scope Supply Asphalt	

<b>5. Firm Name</b>		Address, City, State, ZIP	Phone
Firm Type: Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/>		Was this bid used? *Select*	
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>6. Firm Name</b>		Address, City, State, ZIP	Phone
Firm Type: Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/>		Was this bid used? *Select*	
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

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

*Due from Bidder/Prime Contractor at bid submission.*

7. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*			
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

8. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*			
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

9. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*			
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

10. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*			
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

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

*Due from Bidder/Prime Contractor at bid submission.*

<b>11. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>12. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>13. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>14. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

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

*Due from Bidder/Prime Contractor at bid submission.*

15. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

16. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

17. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

18. Firm Name		Address, City, State, ZIP	Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

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

*Due from Bidder/Prime Contractor at bid submission.*

19. Firm Name	Address, City, State, ZIP	Phone
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope

20. Firm Name	Address, City, State, ZIP	Phone
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope

**AUTHORIZED SIGNATURE**

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Craig D. Holt - May 27, 2026  
 \_\_\_\_\_  
 Authorized Representative's Printed Name

*C. D. Holt*  
 \_\_\_\_\_  
 Authorized Representative's Signature & Date

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

Due from Bidder/Prime Contractor with bid submission.

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

Sierra Nevada Construction, Inc.

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

P.O. Box 50760, Sparks, Nevada 89435

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

(775) 355-0420

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

Craig D. Holt

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

Vice-President

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

*C D Holt*

05/27/2026

\_\_\_\_\_  
*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: P303526005  
Project Title: D3 Butti & Airport Pavement Preservation  
Name: Craig D. Holt  
Position: Vice-President

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

- I have no conflict of interest to report.
  
- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

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

Craig D. Holt  
*Printed Name*

Vice-President  
*Title/Position*

C-D. Holt May 27, 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
Sierra Nevada Construction, Inc.	
Address, City, State, ZIP	
P.O. Box 50760, Sparks, Nevada 89435	

The above-listed is a/an:

<input checked="" type="radio"/> Corporation	<input type="radio"/> Partnership	<input type="radio"/> Sole Owner	<input type="radio"/> Association	<input type="radio"/> Other
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### 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
N/A		

# CITY OF CARSON CITY, NEVADA DISCLOSURE OF INTERESTS

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

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

Name	Title/Position	Department
N/A		

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

Name	Board, Commission, or Committee Department
N/A	

Sierra Nevada Construction, Inc.

P.O. Box 50760, Sparks, Nevada 89435

*Company / Firm / Contractor*

*Company / Firm / Contractor Address*

Craig D. Holt

Vice-President

*Printed Name of Authorized Official*

*Title/Position*

*C. D. Holt*

05/27/2026

*Signature of Authorized Official*

*Date*

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

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

Sierra Nevada Construction, Inc.  
*Company Name*

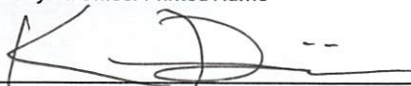
Contractor  
*Contractor or Subcontractor*

P303526005  
*Project N<sup>o</sup>*

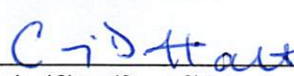
D3 Butti & Airport Pavement Preservation  
*Project Name*

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

Kathleen Dimick  
*Designated Payroll Officer Printed Name*

  
*Designated Payroll Officer Signature* 05/27/2026  
*Date*

Craig D. Holt  
*Authorized Signer/Owner Printed Name*

  
*Authorized Signer/Owner Signature* 05/27/2026  
*Date*

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

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

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

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

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

Sierra Nevada Construction, Inc.

*Company / Firm / Contractor*

P.O. Box 50760, Sparks, Nevada 89435


*Company / Firm / Contractor Address*

Craig D. Holt

*Printed Name of Authorized Official*

Vice-President

*Title/Position*



*Signature of Authorized Official*

05/27/2026

*Date*

# 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.

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

By submitting a proposal or executing the 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 Contractor must promptly notify the City, who in turn must notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor 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 Contract or

another agreement between the City and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the City. 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 Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Agency, including divisions tasked with law enforcement or investigatory functions.

### **III. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- 1) Record Retention. Contractor shall retain and will require its subcontractors of all tiers to retain, complete, and make readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 2) The Contractor agrees to provide the City, 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.
- 3) 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 City, 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.
- 4) 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.
- 5) The contractor shall comply with the record retention requirements in accordance with 2 CFR 200.333. 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).
- 6) 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 FTA 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. Applicable changes to those FTA regulations, policies, procedures, and directives will apply to each third party agreement and parties thereto at any tier.

## **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 as described in 2 CFR 200.340. 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 must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless the City or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute. . 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, the Unruh Civil Rights Act, and the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. 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, 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 Contractor, and all subcontractors of the Contractor, agree to, and assure that each sub-contractor will prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin. Additionally, the following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
  - a. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin. Contractor must also comply with:
    - i. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
    - ii. (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
    - iii. (c) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and
    - iv. (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.
  - b. Indian Tribes. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
- 3) The Contractor agrees to include each of these requirements in each sub-contract 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, as established by the “CAMPO Disadvantaged Business Enterprise (DBE) Program Goal for Federal Transit Administration Funds”, submitted to the FTA and herein incorporated by reference, 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)).

Failure by the Contractor to carry out these requirements and include these provisions is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City 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.

The successful bidder/Proposer will be required to report its DBE participation 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](http://www.nevadaDBE.com). DBE/SBE status continually changes; therefore, it is recommended that the Proposer verifies certification at [www.nevadaDBE.com](http://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.

### **VIII. INCORPORATION OF FTA TERMS**

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in these 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:

- 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 2) 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes;
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; and
- 4) 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.

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

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. 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 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction or sub-contract 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 over \$150,000. 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). and FTA Regulations “Buy America Requirements,” 49 CFR Part 661. which provides 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.

This Contract is also subject to the Build America, Buy America Act. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) or a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

The Buy America Certification form for products must be included and submitted with each bid that exceeds \$150,000 for procurement of steel, iron, manufactured products, or rolling stock. The Contractor must submit to City the appropriate Buy America certification. Proposals that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

#### **XII. CARGO PREFERENCE / FLY 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).

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.

The Contractor shall also be aware that contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, that the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 411, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143 shall apply.

### **XIII. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

**NOTE:** This section applies only to Contracts greater than \$250,000.

- 1) **Dispute Resolution** - 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.
- 6) **Notifications** - The types of legal matters that require notification include, but are not limited to, a

major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- 7) **Flowdown** – Contractor shall include an equivalent provision in its sub-contracts for every tier, for any agreement.

#### **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. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

Carson City must ensure Proposers and Contracts are not subject to Federal Tax Liabilities or Convictions, Page 10 of 24

- 1) The Contractor must provide certification by completing the attached form that attests:
  - a. Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Contractor was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- 2) The Contractor will include this provision in all sub-contracts without regard to the value of any sub-contract.

## **XVI. ENVIRONMENTAL REGULATIONS**

### **1) National Environmental Policy Act**

- a. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
  - i. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
  - ii. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508;
  - iii. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622;
  - iv. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and
  - v. Other federal environmental protection laws, regulations, and requirements applicable to Contractor.

### **2) Other Environmental Laws**

- a. Contractor agrees to comply with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."
- b. Contractor agrees to comply with U.S. DOT laws related to the use of certain public lands, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- c. Contractor agrees to comply with Historic Preservation laws including:
  - i. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
  - ii. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended.
  - iii. Comply with the Archeological and Historic Preservation Act of 1974, as amended.
  - iv. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
  - v. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- d. Contractor agrees to compliance with federal efforts related to Indian Sacred Sites to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious

Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771)

**3) 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 City and understands and agrees that the City 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.

**4) 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.

**5) 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, as amended 42 U.S.C. 6321. The Contractor 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.

**XVII. 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.
- 9) In addition to the clauses contained in this Section, 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 City shall cause or require the Purchasing and Procurement Officer to insert a clause requiring that the Contractor/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 City shall cause or require the Purchasing and Procurement 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 City 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. 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**

- a. 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.

- b. Frequently Recurring Classifications.
  - i. 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.

4. 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.
- c. Conformance.
- i. 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.
  - ii. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
  - iii. 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.
  - iv. 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.
  - v. The contracting officer must promptly notify the Contractor of the action taken by the Wage and Hour Division under paragraphs (c)(iii) and (iv) 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 (c)(iii) or (iv) 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.
- d. 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.

- e. 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.
- f. 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

- a. 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.
- b. 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:
  - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - ii. A contracting agency for its procurement costs;
  - iii. 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;
  - iv. A contractor's assignee(s);
  - v. A contractor's successor(s); or
  - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901– 3907.

## 3) Payrolls and basic records

- a. 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.

- b. Certified payroll requirements.
- i. 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.
  - ii. Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (3)(a) 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.
  - iii. 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.
  - iv. 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 (3)(b)(ii) of this section.
  - v. 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.
- vi. 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.
- c. 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.
  - d. The Contractor or subcontractor shall make the records required(3)(a) through (c) 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.
    - i. 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.
    - ii. 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 FTA 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 FTA, 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 EEO

##### a. Apprentices

- i. 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.
- ii. 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.

- iii. 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 (4)(a)(i) 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 (4)(a)(i) 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.
- iv. 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.

- 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**
  - a. 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).
  - b. 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).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 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:
- a. 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;
  - b. 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;
  - c. 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
  - d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.
- 12) Anti-Kickback.** This Contract includes this provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **XIX. 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’ or ‘Request for Proposal’.
- 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).

## **XX. 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.

## **XXI. SOLID WASTE DISPOSAL ACT AND PROCUREMENT OF RECOVERED MATERIALS**

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.

Carson City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6962. 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. To the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water-efficient; and are sustainable.

## **XXII. 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 Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d) 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>

### **XXIII. 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:

- 1) 49 CFR Part 27,
- 2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq.,
- 3) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq.,
- 4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- 5) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

### **XXIV. 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.

### **XXV. 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.

## **XXVI. RIGHTS TO INVENTIONS**

**NOTE:** This provision only applies to Professional Services and only if Carson City wishes to enter into a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental, or research work.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. 401.2(a) Contractor 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,” incorporated herein by reference, and any implementing regulations issued by the awarding agency.

## **XXVII. 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.

## **XXVIII. 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) Federal Tax Certification Form
- 7) SAM-UEI (Verification of registration)
- 8) Conflict of Interest
- 9) Certification of Auth & Understanding
- 10) Certified Payroll Information Form
- 11) Non-Collusion Form
- 12) Wage Comparison Worksheet

# 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).

# CARSON CITY PUBLIC WORKS

## WAGE COMPARISON WORKSHEET

Sierra Nevada Construction

Carson City - D3 Butti & Airport Pavement Preservation

Butti & Airport Rd

Bid Number: 27300034

Project Cost: \$ 494,500.00

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

Wage Determination Date: 05/27/2026  
 (if applicable) Redetermination Date: 05/14/2026

Federal Highway Wage Determination No. or N/A:: NV20260057 Mod No. 2

20206 Prevailing Wage Rates Northern Nevada Rural Region: Amd No. 4

### Applicable Wages for Project

Wage Determination	Craft Description	Craft Group	Base	Zone	Fringe	Total	Overtime Rate
STATE PREVAILING WAGES	CARPENTER; CARPENTER JOURNEYMAN	0	\$ 64.42	\$ -	\$ -	\$ 64.42	\$ 96.63
FEDERAL HIGHWAY WAGES	OPERATOR (BACKHOE/EXCAVATOR/TRACKHOE) ENGI0003-040 07/01/2024	0	\$ 50.47	\$ -	\$ 30.38	\$ 80.85	\$ 106.09
FEDERAL HIGHWAY WAGES	OPERATOR (BOBCAT/SKID STEER/SKID LOADER) ENGI0003-041 07/01/2024	0	\$ 47.56	\$ -	\$ 30.38	\$ 77.94	\$ 101.72
FEDERAL HIGHWAY WAGES	OPERATOR (GRADE CHECKER) ENGI0003-043 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (GRADER/BLADE) ENGI0003-043 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (LOADER) ENGI0003-049 07/01/2024	0	\$ 50.28	\$ -	\$ 30.38	\$ 80.66	\$ 105.80
FEDERAL HIGHWAY WAGES	OPERATOR (MECHANIC) ENGI0003-053 07/01/2024	0	\$ 50.28	\$ -	\$ 30.38	\$ 80.66	\$ 105.80
FEDERAL HIGHWAY WAGES	OPERATOR (PAVER - ASHPHALT, AGGREGATE, CONCRETE) ENGI0003-057 07/01/2024	0	\$ 50.71	\$ -	\$ 30.38	\$ 81.09	\$ 106.45
FEDERAL HIGHWAY WAGES	OPERATOR (ROLLER) ENGI0003-065 07/01/24	0	\$ 60.39	\$ -	\$ 30.38	\$ 90.77	\$ 120.97
FEDERAL HIGHWAY WAGES	OPERATOR (FORKLIFT) ENGI0012-030 01/01/2026	0	\$ 60.84	\$ -	\$ 36.40	\$ 97.24	\$ 127.66
FEDERAL HIGHWAY WAGES	OPERATOR (SCRAPER) ENGI0012-041 01/01/2026	0	\$ 63.90	\$ -	\$ 36.40	\$ 100.30	\$ 132.25
STATE PREVAILING WAGES	Laborer; Laborer Group 3	0	\$ 53.28	\$ -	\$ -	\$ 53.28	\$ 79.92
STATE PREVAILING WAGES	Laborer; Laborer Group 2	0	\$ 53.13	\$ -	\$ -	\$ 53.13	\$ 79.70
STATE PREVAILING WAGES	Laborer; Laborer Group 3	0	\$ 53.28	\$ -	\$ -	\$ 53.28	\$ 79.92
STATE PREVAILING WAGES	Laborer; Laborer Group 5	0	\$ 53.83	\$ -	\$ -	\$ 53.83	\$ 80.75

# CARSON CITY PUBLIC WORKS

## WAGE COMPARISON WORKSHEET

STATE PREVAILING WAGES	Laborer; Laborer Group 4	0	\$ 53.53	\$ -	\$ -	\$ 53.53	\$ 80.30
STATE PREVAILING WAGES	Laborer; Laborer Group 4	0	\$ 53.53	\$ -	\$ -	\$ 53.53	\$ 80.30
STATE PREVAILING WAGES	Laborer; Flagperson; Laborer Group 1A	0	\$ 51.16	\$ -	\$ -	\$ 51.16	\$ 76.74
STATE PREVAILING WAGES	Cement Mason/Concrete Finisher; Cement Mason Journeyman	0	\$ 56.92	\$ -	\$ -	\$ 56.92	\$ 85.38
STATE PREVAILING WAGES	Truck Driver	0	\$ 38.53	\$ -	\$ -	\$ 38.53	\$ 57.80
STATE PREVAILING WAGES	Laborer; Laborer Group 1	0	\$ 53.03	\$ -	\$ -	\$ 53.03	\$ 79.55
STATE PREVAILING WAGES	Laborer; Laborer (Asphalt Shoveler) Group 3	0	\$ 53.28	\$ -	\$ -	\$ 53.28	\$ 79.92
STATE PREVAILING WAGES	Laborer; Laborer (Concrete Specialist) Group 3A	0	\$ 56.71	\$ -	\$ -	\$ 56.71	\$ 85.07
STATE PREVAILING WAGES	Laborer; Laborer Foreman (Group 4A)	0	\$ 56.03	\$ -	\$ -	\$ 56.03	\$ 84.05

*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

## 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); ENGI0012-017; 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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# CARSON CITY PUBLIC WORKS

## WAGE COMPARISON WORKSHEET

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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.*





## CERTIFIED PAYROLL INFORMATION

TO BE COMPLETED BY EACH CONTRACTOR / SUBCONTRACTOR

Project Name: D3 Butti & Airport Pavement Preservation      Contract Number: P303526005  
 General Contractor: Sierra Nevada Construction, Inc.      PWP #: CC-2026-385  
 Subcontractor: \_\_\_\_\_      Date: 05/27/2026

Payroll Officer Name: Kathleen Dimick  
 Phone Number: (775) 355-0420  
 Email Address: certifiedpayroll@snc.biz  
 Mailing Address: P.O. Box 50760, Sparks, Nevada 89435

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

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

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

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

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

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

Friday after week ending date

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

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

# CITY OF CARSON CITY, NEVADA 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.

Sierra Nevada Construction, Inc.  
\_\_\_\_\_

*Bidder/Prime Contractor*

Craig D. Holt  
\_\_\_\_\_

*Printed Name*

Vice-President  
\_\_\_\_\_

*Title/Position*

*C. D. Holt*  
\_\_\_\_\_

*Signature*

05/27/2026

*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.

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

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

Craig D. Holt  
*Authorized Official Printed Name*

Vice-President  
*Authorized Official Title/Position*

  
*Authorized Official Signature*

05/27/2026  
*Date*

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>C. D. Holt</u> Print Name: <u>Craig D. Holt</u> Title: <u>Vice-President</u> Telephone No.: <u>(775) 355-0420</u> Date: <u>5/27/2026</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

NIA<sup>DC</sup>

**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.]

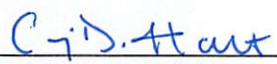
The Contractor (below) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Sierra Nevada Construction, Inc.  
Contractor/Company Name

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

Craig D. Holt  
Printed Name of Authorized Official

Vice-President  
Title/Position

  
Signature of Authorized Official

05/27/2026  
Date

# CITY OF CARSON CITY, NEVADA SUSPENSION OR DEBARMENT

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

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

STATE OF Nevada }  
COUNTY OF Washoe } SS

I, Craig D. Holt Vice-President  
*Name of Party signing this Affidavit and the Proposal Form Title/Position*

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

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

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

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

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

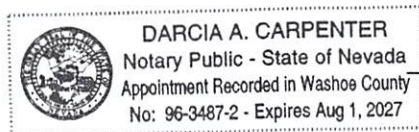
*(Insert Exceptions, attach additional sheets)*

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

C. D. Holt  
*Signature*

Vice-President  
*Title/Position*

Sworn to before me this 27th day of May, 2026.



Darcia A. Carpenter  
*Notary Public, Judge, or other Official*

(SEAL)

# 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.

Sierra Nevada Construction, Inc.  
Contractor/Company Name

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

Craig D. Holt  
Printed Name of Authorized Official

Vice-President  
Title/Position

C. D. Holt 05/27/2026  
Signature of Authorized Official Date

# CITY OF CARSON CITY, NEVADA BIDDER EEO CERTIFICATION

Due from Bidder/Prime Contractor with bid submission.

## CERTIFICATION OF BIDDER/CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

### CERTIFICATION

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

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

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

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

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

Craig D. Holt  
\_\_\_\_\_  
*Printed Name*

Vice-President  
\_\_\_\_\_  
*Title/Position*

C. D. Holt \_\_\_\_\_ 05/27/2026  
*Signature* *Date*

**Bid No. 27300034 D3 Butti & Airport Pavement Preservation Project****Date and Time of Bid Opening: 5/27/2026 @2:30pm**

				<b>Sierra Nevada Construction, Inc.</b>	
<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>
1.1	Mobilization, Demobilization and Clean-Up	1	LS	\$ 10,000.00	\$ 10,000.00
1.2	Traffic Control	1	LS	\$ 49,686.00	\$ 49,686.00
1.3	Remove P.C.C. Sidewalk/Curb Ramp	100	SF	\$ 80.00	\$ 8,000.00
1.4	Type 3-Modified Rapid Setting Slurry	149650	SF	\$ 0.40	\$ 59,860.00
1.5	Construct P.C.C. Bus Pad	53	SF	\$ 110.00	\$ 5,830.00
1.6	Construct P.C.C. Curb Ramp	57	SF	\$ 125.00	\$ 7,125.00
1.7	Sawcut and Remove AC Pavement and Base Material	4570	SF	\$ 9.50	\$ 43,415.00
1.8	Construct Full Depth Pavement Patch	4570	SF	\$ 14.00	\$ 63,980.00
1.9	Install 24" White Stop Bar (TYPE II WATERBORNE)	58	LF	\$ 10.00	\$ 580.00
1.10	Install 8" Yellow for Painted Median at "ABC" (TYPE II WATERBORNE)	65	LF	\$ 5.00	\$ 325.00
1.11	Install Yield Triangles (Type II Waterborne)	34	EA	\$ 25.00	\$ 850.00
1.12	Install 24" Solid White Cross Walk Key (Type II Waterborne)	490	LF	\$ 10.00	\$ 4,900.00
1.13	Install 6" Solid White Striping Paint (Type II Waterborne)	8300	LF	\$ 1.00	\$ 8,300.00
1.14	Install 6" Solid Yellow Striping Paint (Type II Waterborne)	61	LF	\$ 1.00	\$ 61.00
1.15	Install 8" Solid White Striping Paint (Type II Waterborne)	223	LF	\$ 1.50	\$ 334.50
1.16	Install 4" Double Solid Yellow Striping Paint (Type II Waterborne)	4407	LF	\$ 1.50	\$ 6,610.50
1.17	Install Preformed Bicycle Lane Pavement Marking (Type II Waterborne)	6	EA	\$ 150.00	\$ 900.00
1.18	Install Preformed White Directional Arrow Pavement Marking (Type II Waterborne)	14	EA	\$ 100.00	\$ 1,400.00
1.19	Install Sign and Post	13	EA	\$ 775.00	\$ 10,075.00
1.20	Remove and Relocate Sign on new Post	1	EA	\$ 450.00	\$ 450.00
1.21	Remove and Replace Sign Panel	2	EA	\$ 300.00	\$ 600.00
1.22	Install New Sign Foundation	1	EA	\$ 350.00	\$ 350.00
1.23	Mastic Seal	455	LF	\$ 25.00	\$ 11,375.00
1.24	Protect and Adjust Valve Cover to Finished Grade	2	EA	\$ 8,000.00	\$ 16,000.00
<b>Schedule A: Base Bid Items</b>				<b>\$311,007.00</b>	

**Carson City is recommending award to Sierra Nevada Construction Inc. and is tentatively scheduled for approval and award at the June 10, 2026  
Carson City Regional Transportation Commission.**



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 2026

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

**Agenda Title:** For Possible Action – Discussion and possible action regarding (1) a determination that Sierra Nevada Construction, Inc. (“SNC”) is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes (“NRS”) Chapter 338 and whether to award Contract No. 27300034 ("Contract") for the District 3 2026 Pavement Preservation Project (“Project”) to SNC for the amount of \$1,181,007 which includes a base bid amount of \$1,114,422, and bid alternative 1 of \$66,585; and (2) authorization for the Public Works Director to approve a 10 percent contingency amount of \$118,100 for a total not-to-exceed amount of \$1,299,107. (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 10% contingency if needed.

### Board's Strategic Goal

N/A

### Previous Action

June 11, 2025 (Item 5.D) – The Regional Transportation Commission approved the recommended District 3 projects, which included roadways contained within this Project.

### Background/Issues & Analysis

The Project consists of preservation treatments, including crack sealing, crack repair with mastic and sealant, surface treatment, shouldering, and mill and overlay on S Edmonds Drive; crack sealing, mastic crack repair, crack repair, and surface treatment on Hells Bells Road, Marsh Road, Race Track Road, Cone Peak Drive, Copper Mountain Drive, Arc Dome Drive, Sawtooth Ridge Drive, Martis Peak Drive, and Montgomery Pass Court.

The Contract includes a bid alternative for the preservation using a Type 3 modified slurry seal of Conte Drive, between Valley View Drive, and Snyder Avenue. This segment of road was reconstructed in 2013 and is showing significant raveling, which can lead to faster pavement failure than is typically expected. During the course of design, staff identified this segment as a prime candidate to include in this Project due to the condition of the pavement and proximity to the planned work.

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 \$1,299,107, which comprises the base bid amount of \$1,114,422, a bid alternative amount of \$66,585, plus a 10% contingency of \$118,100. The engineer's estimate was \$1,762,000.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on May 6, 2026. One bid was received and opened at approximately 2:30 p.m. on May 27, 2026, via online Cisco Webex bid opening. Present during the bid opening were Darcy Carpenter, Sierra Nevada Construction; Wynn Hessler, Carson City Public Works; Jessica Park, Carson City Public Works; Matt Bradley, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Contractor	Base Bid	Bid Alternative 1	Total
SNC	\$ 1,114,422	\$ 66,585	\$ 1,181,007

Staff recommends awarding to SNC as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project # P303526001, Regional Transportation Fund, Capital Improvements; 2503035-507010, Stormwater Utility Capital Improvements account 5053705-507010, and Water Utility Capital Improvements account 5203505-507010.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, Project # P303526001, District 3 – 2026 Pavement Preservation Project, Regional Transportation Capital Improvements; 2503035-507010, with an available amount of \$2,042,649 will be reduced by an amount not to exceed \$1,256,107; Stormwater Utility Capital Improvements account 5053705-507010, with a budgeted amount of \$22,100 will be reduced by \$22,100; and Water Utility Capital Improvements account 5203505-507010 with a budgeted amount of \$20,900 will be reduced by \$20,900.

**Alternatives**

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

**Attachment(s):**

[5C\\_RTC\\_Exhibit 1 - Contract 27300035.pdf](#)

[5C\\_RTC\\_Exhibit 2 - D3 2026 Pavement Preservation Project Bid Tabulation.pdf](#)

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

1) \_\_\_\_\_ Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

(Vote Recorded By)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 27300035**

**Title: D3 2026 Pavement Preservation Project**

THIS CONTRACT made and entered into this 10th day of June 2026, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “CITY”, and Sierra Nevada Construction, Inc., hereinafter referred to as “CONTRACTOR”.

**WITNESSETH:**

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

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

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

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 27300035**, titled **D3 2026 Pavement Preservation 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. 27300035 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 through the Carson City Website <https://www.carsoncity.gov/bids>.

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

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

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million One Hundred Eighty-One Thousand Seven Dollars and 00/100 (\$1,181,007.00).

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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

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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.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## 8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

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

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

## 9. PREFERENTIAL EMPLOYMENT:

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

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

## 10. REMEDIES:

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

## 11. LIMITED LIABILITY:

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

## 12. FORCE MAJEURE:

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

## 13. INDEMNIFICATION:

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

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

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

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

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

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

## 14. INDEPENDENT CONTRACTOR:

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

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

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

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

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

## 15. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 27300035

Title: D3 2026 Pavement Preservation 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

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Title: D3 2026 Pavement Preservation 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: 27300035

Title: D3 2026 Pavement Preservation 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: 27300035

Title: D3 2026 Pavement Preservation 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: 27300035

Title: D3 2026 Pavement Preservation 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: 27300035**

**Title: D3 2026 Pavement Preservation Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CARSON CITY**

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

**CITY'S LEGAL COUNSEL**

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

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

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 27300035**  
**Project# P303526001**  
**Account # 2503035-507010 = \$1,138,007**  
**5203505-507010 = \$20,900**  
**5053705-507010 = \$22,100**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Wynn Hessler, Project Manager  
Telephone: 775-283-7378

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 27300035**

**Title: D3 2026 Pavement Preservation Project**

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

**CONTRACTOR**

**BY:** Marc T. Markwell

**TITLE:** Secretary/Treasurer

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

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

**NEVADA CONTRACTORS LICENSE #: 0025565**

**Address:** PO Box 50706

**City:** Sparks **State:** NV **Zip Code:** 89435

**Telephone:** 775-355-0420

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

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

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

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

)ss

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

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

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

(Notary Stamp)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 27300035**

**Title: D3 2026 Pavement Preservation Project**

## CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of Month XX, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300035** and titled **D3 2026 Pavement Preservation 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 10th day of June 2026

**ATTEST:**

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

DATED this 10th day of June 20252

# 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# 27300035 and titled D3 2026 Pavement Preservation Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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



# LABOR AND MATERIAL PAYMENT BOND

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

(Rev. 11-17-99)

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

as Principal, hereinafter called

CONTRACTOR, and

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with CITY for **BID# 27300035** and titled **D3 2026 Pavement Preservation 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, Sierra Nevada Construction, Inc., as "Principal", and Liberty Mutual Insurance Company, as "Surety", are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee" in the penal sum of Five Percent of Total Amount Bid dollars (\$ 5% of Total Amount Bid ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

WHEREAS the Principal has submitted a bid for Bid No 27300035 PWP No CC-2026-386 for Project Title D3 2026 Pavement Preservation.

NOW, THEREFORE

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

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

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

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

Signed, Sealed and Dated: May 12, 2026

Sierra Nevada Construction, Inc.  
Principal

Signature Craig D. Holt, Vice-President

Liberty Mutual Insurance Company  
Surety

Signature Shelly Demaray, Attorney-In-Fact



POWER OF ATTORNEY

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

Certificate No: 8215778-976312

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2026.



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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of May, 2026.



By: Renee C. Llewellyn, Assistant Secretary

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

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



## 27300035 Addendum 2

### Sierra Nevada Construction, Inc.

### Supplier Response

#### Event Information

Number: 27300035 Addendum 2  
Title: D3 2026 Pavement Preservation  
Type: Invitation for Bid  
Issue Date: 5/6/2026  
Deadline: 5/27/2026 02:00 PM (PT)  
Notes: **Project Title | D3 2026 Pavement Preservation**

**Project No. | P303526001**

**PWP No. | CC-2026-386**

#### Engineer's Estimate

\$ 1,762,000

#### Summary

This project includes but is not limited to application of type 3 modified rapid setting slurry seal; crack sealing, asphaltic concrete pavement patching, shoulder widening, mill and overlay, and signing and striping improvements. The limits of construction are along Race Track Road from Center Dr to Bigelow Dr, Cone Peak Dr, Copper Mountain Dr, Arc Dome Dr, Sawtooth Ridge Dr, Martis Peak Dr, and Montgomery Pass Ct. Treatment continues on S Edmonds Dr from Snyder Ave to Fairview Dr, Hells Bells Rd from Fifth St to the western terminus, and Marsh Rd from Fifth St to the eastern terminus.

#### Funding

This project is locally funded.

#### BABAA

This project is **not** subject to BABAA requirements.

#### Type

This project is deemed a horizontal construction project.

**Pre-Bid Meeting**

This project will not conduct a pre-bid meeting.

**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

## Sierra Nevada Construction, Inc. Information

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

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

Craig D. Holt

*Signature*

Submitted at 5/27/2026 12:54:25 PM (PT)

bids@snc.biz

*Email*

## Requested Attachments

<b>(CC-001) Vendor Information &amp; UEI</b>	CC-001 Vendor Information & UEI.pdf
Required with bid submission.	
<b>(CC-002) Bidder 1% Subcontractor Info</b>	CC-002 1% Subcontractor Info.pdf
Due from the three (3) lowest bidders within two (2) hours of bid opening; Email to <a href="mailto:cakers@carsoncity.gov">cakers@carsoncity.gov</a>	
<b>(CC-003) Bidder 5% Subcontractor Info</b>	CC-003 5% Subcontractor Info.pdf
Required with bid submission.	
<b>(CC-005) Bid Bond</b>	CC-005 Bid Bond.pdf
Required with bid submission.	
<b>(CC-006) Statement of Non-Collusion</b>	CC-006 Statement of Non-Collusion.pdf
Required with bid submission.	
<b>(CC-007) Conflict of Interest Disclosure</b>	CC-007 Conflict of Interest Disclosure.pdf
Required with bid submission.	
<b>(CC-008) Disclosure of Interests</b>	CC-008 Disclosure of Interests.pdf
Required with bid submission.	
<b>CC-BID-06 Subcontractors, Subconsultants, &amp; Suppliers Bidding (no DBE)</b>	CC-BID-06 Subcontractors, Subconsultants, Suppliers Bidding.pdf
Required with bid submission. <b>**NEW FORM**</b>	
<b>(CC-010) Certification of Authorization &amp; Understanding</b>	CC-010 Certification of Authorization & Understanding.pdf
Required with bid submission.	
<b>(CC-027) Bidding Preference Affidavit</b>	CC-0027 Bidding Preference Affidavit.pdf
Due at bid if requesting a preference in bidding for public works projects.	
<b>(CC-049) Certification of Notice to Workers &amp; Subcontractors</b>	CC-049 Certification of Notice to Workers & Subcontractors.pdf
Required with bid submission.	

Required with bid submission.

## Response Attachments

### CC-011 Certified Payroll Information.pdf

Certified Payroll Information

### Addendum 1.pdf

Addendum 1 - Acknowledged

### Addendum 2.pdf

Addendum 2 - Acknowledged

## Bid Attributes

<b>1</b>	<p><b>Addendum/Addenda</b></p> <p>Acknowledge the number of bid addenda. <i>(Enter 0 if none.)</i></p> <input style="width: 100px;" type="text" value="2"/>
<b>2</b>	<p><b>Vendor Information</b></p> <p>Bidder acknowledges the requirement to complete <i>(CC-001) Vendor Information &amp; UEI</i>. A copy of the SAM.gov UEI printout is not required for this solicitation.</p> <p><input checked="" type="checkbox"/> Acknowledge</p>
<b>3</b>	<p><b>License Requirements</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><i>*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.</i></p> <p><input checked="" type="checkbox"/> Acknowledge</p>

#### 4 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

#### 5 Prevailing Wages

Bidder acknowledges they have read and understand the prevailing wages applicable to this project. The U.S. Department of Labor Wage & Hour Division agreed to adoption of Nevada's prevailing wage rates for Davis-Bacon Highway, Heavy, and Building Wage Determinations and are made available on the "Attachments" tab.

Prevailing Wages are validated two (2) days prior to Bid Opening. Updates to Prevailing Wages will be provided via the issuance of an addendum.

Acknowledge

#### 6 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), unless a modification, waiver, or exemption applies.

Acknowledge

#### 7 Monthly Report of Payments & Subcontractor Payment Certifications

Prime contractors are required to submit a Monthly Report of Payments made to its subcontractors and subconsultants on form **CC-F01 Monthly Report of Payments to Subcontractors & Subconsultants** with each PayApp.

Certifying such payments is completed using form **CC-F02 Subcontractor Payment Certification**. See form for instructions.

Both forms are provided as attachments and are available in VPM.

Acknowledge

**8 Required Contract Provisions**

The Bidder acknowledges the required contract provisions and hereby accepts full responsibility for ensuring that both the Bidder and all subcontractors incorporate, within any contract or subcontract issued in connection with this project, all required contract provisions as set forth in the attachments.

Acknowledge

**9 Subcontractor Documents**

Bidder acknowledges and accepts full responsibility for ensuring that all subcontractors are furnished with all documents required of them under this Bid Advertisement, and for ensuring that such subcontractors duly complete and submit all required documentation to Carson City in accordance with the stated requirements.

Acknowledge

**10 Postings & Notices**

Bidder acknowledges and agrees to comply with the required postings and notices provided with this solicitation.

Acknowledge

**11 *Attribute deleted as part of an Addendum***

**12 Bidding Preference & Certificate of Eligibility**

For projects expected to cost more than \$250k, Bidders requesting a preference per NRS 338.147 shall include form *(CC-027) Bidding Preference Affidavit* to certify requirements will be adhered to, documented, and attained to remain eligible to receive a preference in bidding and remain in compliance with NRS 338.1417 and NRS 338.1389, along with a copy of the Bidder's Certificate of Eligibility issued by the Nevada State Contractors Board to be considered.

Acknowledge

**Submission of Bid Proposal**

By submitting a proposal, Proposers hereby affirm that they shall not substitute, modify, revise, annotate, or otherwise alter any bid forms or contract documents, including the Contract Template provided with this solicitation. Any proposal containing such modifications may, at the sole discretion of the City, be deemed non-responsive and rejected without further consideration. Any contract issued pursuant to this solicitation shall be accepted in its entirety and without amendment. No revisions, negotiations, or alterations to the contract documents will be permitted.

Prices must be quoted FOB Carson City, Nevada, and shall remain firm and valid for sixty (60) calendar days following the Bid Opening.

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 Template,
- Contract Award Instructions, and
- Any Addenda to this Bid Advertisement that may be published prior to bid opening.

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**

**Package Header**

Schedule A: Base Bid Items

Quantity:   1   Total: \$1,114,422.00

**Package Items**

**1.1 MOBILIZATION, DEMOBILIZATION, AND CLEANUP**

Quantity:   1   UOM:   LS   Unit Price: \$10,000.00 Total: \$10,000.00

**1.2 TRAFFIC CONTROL**

Quantity:   1   UOM:   LS   Unit Price: \$86,930.90 Total: \$86,930.90

**1.3 DUST CONTROL**

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

**1.4 TYPE 3 MODIFIED RAPID SETTING SLURRY SEAL**

Quantity:  821847  UOM:   SF   Unit Price: \$0.30 Total: \$246,554.10

**1.5 2 INCH MILL AND 2.5 INCH OVERLAY**

Quantity:  63570  UOM:   SF   Unit Price: \$3.00 Total: \$190,710.00

**1.6 ASPHALT CONCRETE PAVEMENT PATCH**Quantity: 10073 UOM: SF Unit Price:  Total: **1.7 SHOULDER WIDENING PAVEMENT SECTION (2.5" OVERLAY W/ 12" COMPACTED RAP)**Quantity: 9972 UOM: SF Unit Price:  Total: **1.8 EMBANKMENT PROTECTION (CLASS 150 RIPRAP)**Quantity: 493 UOM: SF Unit Price:  Total: **1.9 CRACK SEALANT**Quantity: 55352 UOM: LF Unit Price:  Total: **1.10 MASTIC SEALANT**Quantity: 2683 UOM: LF Unit Price:  Total: **1.11 SHOULDER WIDENING EARTHWORK**Quantity: 3795 UOM: CF Unit Price:  Total: **1.12 SIGN, POST, AND FOUNDATION**Quantity: 32 UOM: EA Unit Price:  Total: **1.13 DELINEATOR POST AND FOUNDATION**Quantity: 3 UOM: EA Unit Price:  Total: **1.14 ADJUST STORM DRAIN MANHOLE TO FINISH GRADE**Quantity: 5 UOM: EA Unit Price:  Total: **1.15 ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE**Quantity: 9 UOM: EA Unit Price:  Total: **1.16 ADJUST VALVE TO FINISH GRADE**Quantity: 6 UOM: EA Unit Price:  Total: **1.17 24 INCH WIDE CROSSWALK MARKING (PAINT)**Quantity: 1640 UOM: LF Unit Price:  Total: **1.18 24 INCH WIDE SOLID WHITE STOP BAR (PAINT)**Quantity: 234 UOM: LF Unit Price:  Total: **1.19 ARROW MARKINGS (PAINT)**Quantity: 53 UOM: EA Unit Price:  Total: **1.20 YIELD MARKING (PAINT)**Quantity: 81 UOM: EA Unit Price:  Total: **1.21 BIKE LANE PAVEMENT LEGEND (PAINT)**Quantity: 13 UOM: EA Unit Price:  Total: **1.22 4 INCH SOLID YELLOW STRIPE**Quantity: 155 UOM: LF Unit Price:  Total: **1.23 4 INCH DOUBLE SOLID YELLOW STRIPE**Quantity: 16283 UOM: LF Unit Price:  Total: **1.24 4 INCH BROKEN/SOLID YELLOW STRIPE**Quantity: 2173 UOM: LF Unit Price:  Total:

1.25 6 INCH DOTTED WHITE LANE EXTENSION STRIPE

Quantity: 600 UOM: LF Unit Price:  Total:

1.26 4 INCH SOLID WHITE STRIPE

Quantity: 27128 UOM: LF Unit Price:  Total:

1.27 6 INCH SOLID WHITE STRIPE

Quantity: 5359 UOM: LF Unit Price:  Total:

1.28 8 INCH SOLID WHITE STRIPE

Quantity: 1782 UOM: LF Unit Price:  Total:

2 Package Header

Schedule B: Alternate Bid Item 1

Quantity: 1 Total:

Package Items

2.1 TYPE 3 MODIFIED RAPID SETTING SLURRY SEAL

Quantity: 20610 UOM: SY Unit Price:  Total:

2.2 CRACK SEALANT

Quantity: 3170 UOM: LF Unit Price:  Total:

**Response Total: \$1,181,007.00**

# CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone (775) 283-7362 | Fax (775) 887-2286

## NOTICE TO CONTRACTORS BID # 27300035 PWP# CC-2026-386 D3 2026 Pavement Preservation

**Date:** Tuesday, May 12, 2026

**Addendum № 1**

**Webex Opening**

The online Webex Bid Opening will begin at 2:30 PM on Wednesday, May 27, 2026.

Register Link:

<https://carsoncitynevada.webex.com/weblink/register/r2bc3a4575fe696e51f980c014f207cf4>

Meeting number: 2660 558 4415

1. **Question 1 - On the bid form "CC-009 - List of Subcontractors, Subconsultants & Suppliers Bidding" it requests DBE information. Per the NDOT DBE website, "All DBE/ACDBE certifications will be reevaluated under new federal eligibility standards. Until reevaluations are complete, existing DBE/ACDBE certifications are not valid for contracting purposes and cannot be counted toward goals." If there are no certified DBE's currently will this form be revised to remove the request for DBE information?**
  - a. *CC-009 has been replaced with the new version, CC-BID-06 Subcontractors, Subconsultants, & Suppliers Bidding (no DBE), for this advertisement.*
2. **Question 2 - REF-012 included with the specifications, states it is required for federally-assisted contracts. Can you please confirm the requirements in this document aren't required for this project?**
  - a. *REF-012 is not applicable to this solicitation and will be removed.*
3. **Activities**
  - a. *Last Addendum date updated to May 22, 2026.*
4. **Attachments**
  - a. *(CC-009) List of Subcontractors, Subconsultants, & Suppliers Bidding*
    - i. *Replaced by new form CC-BID-06 Subcontractors, Subconsultants, & Suppliers Bidding (no DBE) for this solicitation due to the reevaluation of DBE certifications under new federal*

eligibility standards. Language on the form indicates that no DBE information is required until further notice.

- b. (REF-012) Required Contract Provisions (Form-1273 Contract Provisions (Supplement to the Weekly Certified Payrolls)
  - i. Removed from this solicitation.
- c. (CC-041) Labor Commissioner Subcontractor List for PWPs
  - i. Replaced by new form *CC-F04 Labor Commissioner Subcontractor List for PWPs*.
- d. (CC-044) Monthly Report of Payments to Subcontractors
  - i. Replaced by new form *CC-F01 Monthly Report of Payments to Subcontractors & Subconsultants*.
- e. (CC-046) Subcontractor Payment Certification
  - i. Replaced by new form *CC-F02 Subcontractor Payment Certification*.

## 5. Acknowledgements

- a. Solicitation attributes (acknowledgements) have been updated appropriately.

# CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 2  
Carson City, NV 89701  
Phone (775) 283-7362 | Fax (775) 887-2286

## NOTICE TO CONTRACTORS BID # 27300035 PWP# CC-2026-386 D3 2026 PAVEMENT PRESERVATION

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**Date:** Wednesday, May 20, 2026

**Addendum № 2**

### Webex Opening

The online Webex Bid Opening will begin at 2:30 PM on Wednesday, May 27, 2026.

Register Link:

<https://carsoncitynevada.webex.com/weblink/register/r2bc3a4575fe696e51f980c014f207cf4>

Meeting number: 2660 558 4415

---

### 1. Question: Can you please provide CAD files?

- a. Yes, CAD files may be requested by sending a signed Design CAD Release Agreement to Carol Akers, [cakers@carsoncity.gov](mailto:cakers@carsoncity.gov). The Design CAD Release Agreement form is included as an attachment to this Addendum.

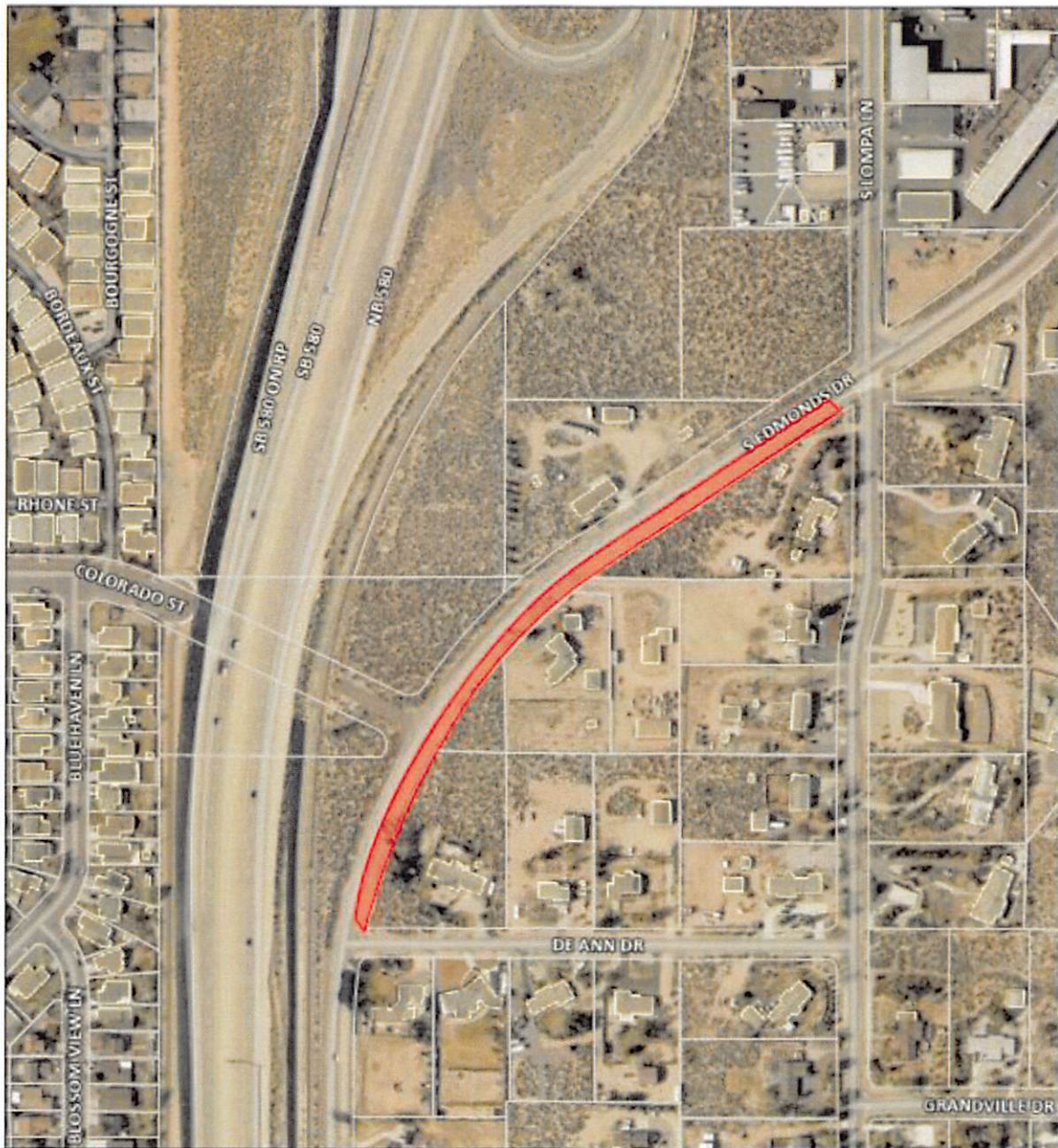
### 2. Addendum Attachments

- a. Design CAD Release Agreement.pdf has been included as part of this addendum.

### 3. Nevada Prevailing Wages

- a. (REF-008) 2026\_Prevailing\_Wage\_Rates\_Amd04.pdf has been included to replace the previous version.

- 4. Item: Section GC 7.1 General of the Special Conditions ((DOC-002) Special Conditions.pdf) is to be revised to remove the City-owned area at Colorado St for construction staging:



# CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

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

## VENDOR PROFILE

Company / Firm / Contractor <b>Sierra Nevada Construction, Inc.</b>			<input checked="" type="radio"/> Prime Contractor <input type="radio"/> Subcontractor
State of Nevada Business License No <b>NV19881009372</b>	Carson City Business License No <b>BL-002775-2020</b>	Employer Identification No <b>88-0245093</b>	Unique Entity Identifier (UEI)* <b>ECUFLLSLJ8M6</b>

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

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

Contact Person <b>Craig D. Holt</b>	Title / Position <b>Vice-President</b>
Contact Person Phone No <b>(775) 355-0420</b>	Contact Person Email <b>bids@snc.biz</b>

## LICENSING INFORMATION

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

## DISCLOSURE OF PRINCIPALS

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

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

# CITY OF CARSON CITY, NEVADA VENDOR INFORMATION & UEI

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

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

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

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

**AWARDED CONTRACT INFORMATION**

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

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

Craig D. Holt  

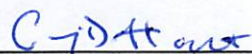

---

*Printed Name of Preparer*

Vice-President  


---

*Title/Position*


---

*Signature of Preparer*

05/27/2026  


---

*Date*



## STATEMENT OF EXPERIENCE - ASPHALT MAINTENANCE

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

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

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

**CITY OF CARSON CITY, NEVADA**

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

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

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00

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

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

Subcontractor Name (if federally-funded project, include UEI)	Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
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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.

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

Vice-President  
\_\_\_\_\_  
Title/Position

*C. D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

**CITY OF CARSON CITY, NEVADA**

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

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

Due from Bidder/Prime Contractor at bid submission.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00

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

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

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

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Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

Vice-President  
\_\_\_\_\_  
Title/Position

*C.D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

**CITY OF CARSON CITY, NEVADA**

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

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

Due from Bidder/Prime Contractor at bid submission.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00

Subcontractor Name (if federally-funded project, include UE1)	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 UE1)	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 UE1)	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 UE1)	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.

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

Vice-President  
\_\_\_\_\_  
Title/Position

C. D. Holt  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

**CITY OF CARSON CITY, NEVADA**

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

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 1% of the bid amount or \$50k<sup>†</sup>. <sup>†</sup>Whichever is greater. Due from the three (3) lowest bidders within two (2) hours of bid opening.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00

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

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

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

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

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

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

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

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

Vice-President  
\_\_\_\_\_  
Title/Position

*Craig D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

**CITY OF CARSON CITY, NEVADA**

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

Per NRS 338.141, the Bidder/Prime Contractor must self-list. The bidder shall enter "NONE" under "Subcontractor Name" if not using subcontractors exceeding 1% of the bid amount or \$50k<sup>†</sup>. <sup>†</sup>Whichever is greater.  
Due from the three (3) lowest bidders within two (2) hours of bid opening.

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			

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

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

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

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

Vice-President  
\_\_\_\_\_  
Title/Position

C. D. Holt  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

**CITY OF CARSON CITY, NEVADA**

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

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

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

Bidder/Prime Contractor Sierra Nevada Construction, Inc.		Bid Number 27300035	Project Number & Name P303526001 D3 2026 Pavement Preservation		
Address, City, State, ZIP P.O. Box 50760, Sparks, Nevada 89435		Phone (775) 355-0420	NV Contractor License No. (if applicable) 25565	License Limit (if applicable) > \$10 Million	Bid Amount 1,181,007.00
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			
Subcontractor Name (if federally-funded project, include UEI)		Phone	NV Contractor License No. (if applicable)	License Limit (if applicable) Select One	Description of Work or Services
Address, City, State, ZIP		Bid Line Item Numbers*			

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

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

Craig D. Holt  
\_\_\_\_\_  
Printed Name

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

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

Vice-President  
\_\_\_\_\_  
Title/Position

*Craig D. Holt*  
\_\_\_\_\_  
Signature

05/27/2026  
\_\_\_\_\_  
Date

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

*Due from Bidder/Prime Contractor at bid submission.*

Company Name <b>Sierra Nevada Construction, Inc.</b>	Bid No <b>27300035</b>
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**INSTRUCTIONS**

List all bids received from subcontractors, suppliers, and subconsultants. For each listed firm, provide the applicable NAICS code(s) and identify all associated bid items. If any subcontractor, supplier, or subconsultant has more than two (2) NAICS Codes to list, or if you received more than twenty (20) subcontractor, supplier, or subconsultant bids, attach an additional page to include this information. For federally funded or RTC projects, complete the DBE information on this form. See Instructions to Bidders for more information. No DBE information is required until further notice.

NAICS Code	Bid Item No(s)	Scope
561730	1.12, 1.13, 2.5	Landscaping Example

<b>DBE Statuses</b> <input type="checkbox"/> DBE <input checked="" type="checkbox"/> Non-DBE	<b>Age of DBE Firm</b> <input type="checkbox"/> < 1 year <input type="checkbox"/> 1 to 2 years <input type="checkbox"/> 2 to 3 years <input type="checkbox"/> 3 to 4 years <input type="checkbox"/> 4 to 6 years <input type="checkbox"/> 6 to 8 years <input type="checkbox"/> 8 to 10 years <input type="checkbox"/> > 10 years	<b>DBE Majority Owner Races</b> <input type="checkbox"/> Asian-Pacific <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native <input type="checkbox"/> Other <input type="checkbox"/> Non-Minority <input type="checkbox"/> Subcontinent Asian	<b>DBE Majority Owner Sexes</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male
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**BIDDER DBE INFORMATION**

Bidder/Prime Contractor DBE Status <b>*Select One*</b>	Age of DBE Firm	Majority Owner Race	Majority Owner Sex
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**SUBCONTRACTOR, SUPPLIER, & SUBCONSULTANT INFORMATION**

1. Firm Name <b>All American Asphalt Sealing Inc.</b>	Address, City, State, ZIP <b>1565 Trainer Way, Reno, Nevada 89512</b>	Phone <b>(775) 329-3003</b>
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Firm Type: Subcontractor  Supplier  Subconsultant  Was this bid used? Yes

DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope
237310	1.9, 1.10, 2.2	Crack Seal/Mastic

2. Firm Name <b>Western Nevada Materials</b>	Address, City, State, ZIP <b>1500 Sha-Neva, Spanish Springs, Nevada 89441</b>	Phone <b>(775) 355-2213</b>
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Firm Type: Subcontractor  Supplier  Subconsultant  Was this bid used? Yes

DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope
237310	1.4, 2.1	Supply Slurry Sand

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

*Due from Bidder/Prime Contractor at bid submission.*

<b>3. Firm Name</b> Marathon	<b>Address, City, State, ZIP</b> 425 Logan Lane, Fernley, Nevada 89408	<b>Phone</b> (775) 835-6366
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? Yes

<b>DBE Status</b> *Select One*	<b>Age of DBE Firm</b>	<b>DBE Majority Owner Race</b>	<b>DBE Majority Owner Sex</b>
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NAICS Code	Bid Item No(s)	Scope
424710	1.4, 2.1	Supply Emulsion

<b>4. Firm Name</b> Granite Construction Company	<b>Address, City, State, ZIP</b> 1900 Glendale Avenue, Sparks, Nevada 89431	<b>Phone</b> (775) 358-8792
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? Yes

<b>DBE Status</b> *Select One*	<b>Age of DBE Firm</b>	<b>DBE Majority Owner Race</b>	<b>DBE Majority Owner Sex</b>
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NAICS Code	Bid Item No(s)	Scope
237310	1.5, 1.6, 1.7	Supply Asphalt

<b>5. Firm Name</b>	<b>Address, City, State, ZIP</b>	<b>Phone</b>
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

<b>DBE Status</b> *Select One*	<b>Age of DBE Firm</b>	<b>DBE Majority Owner Race</b>	<b>DBE Majority Owner Sex</b>
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NAICS Code	Bid Item No(s)	Scope

<b>6. Firm Name</b>	<b>Address, City, State, ZIP</b>	<b>Phone</b>
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**Firm Type:** Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

<b>DBE Status</b> *Select One*	<b>Age of DBE Firm</b>	<b>DBE Majority Owner Race</b>	<b>DBE Majority Owner Sex</b>
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NAICS Code	Bid Item No(s)	Scope

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

*Due from Bidder/Prime Contractor at bid submission.*

7. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>				
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item Ne(s)	Scope		

8. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>				
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item Ne(s)	Scope		

9. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>				
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item Ne(s)	Scope		

10. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>				
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item Ne(s)	Scope		

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

*Due from Bidder/Prime Contractor at bid submission.*

<b>11. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>12. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>13. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

<b>14. Firm Name</b>		Address, City, State, ZIP	Phone
<b>Firm Type:</b> Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? <b>*Select*</b>			
DBE Status <b>*Select One*</b>	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
NAICS Code	Bid Item No(s)	Scope	

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

*Due from Bidder/Prime Contractor at bid submission.*

15. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*				
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item No(s)	Scope		

16. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*				
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item No(s)	Scope		

17. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*				
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item No(s)	Scope		

18. Firm Name		Address, City, State, ZIP		Phone
Firm Type:    Subcontractor <input type="radio"/> Supplier <input type="radio"/> Subconsultant <input type="radio"/> Was this bid used? *Select*				
DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex	
NAICS Code	Bid Item No(s)	Scope		

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

*Due from Bidder/Prime Contractor at bid submission.*

19. Firm Name	Address, City, State, ZIP	Phone
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Firm Type: Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope

20. Firm Name	Address, City, State, ZIP	Phone
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Firm Type: Subcontractor  Supplier  Subconsultant  Was this bid used? \*Select\*

DBE Status *Select One*	Age of DBE Firm	DBE Majority Owner Race	DBE Majority Owner Sex
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NAICS Code	Bid Item No(s)	Scope

**AUTHORIZED SIGNATURE**

I, the undersigned, hereby affirm that, pursuant to NRS 338.141 (5), all work will be performed by the licensed and approved subcontractors provided with this bid and work other than that being performed by licensed and approved subcontractors will be self-performed by the Bidder/Prime Contractor who is licensed to perform such work. I affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge and that I am duly authorized to execute this form on behalf of the entity named herein.

Craig D. Holt - May 27, 2026  
 \_\_\_\_\_  
 Authorized Representative's Printed Name

*C. D. Holt*  
 \_\_\_\_\_  
 Authorized Representative's Signature & Date

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

Due from Bidder/Prime Contractor with bid submission.

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

Sierra Nevada Construction, Inc.

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

P.O. Box 50760, Sparks, Nevada 89435

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

(775) 355-0420

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

Craig D. Holt

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

Vice-President

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

*C D Holt*

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

05/27/2026

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

# CITY OF CARSON CITY, NEVADA CONFLICT OF INTEREST DISCLOSURE

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

Project No: P303526001  
Project Title: D3 2026 Pavement Preservation  
Name: Craig D. Holt  
Position: Vice-President

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

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

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

Craig D. Holt  
*Printed Name*

Vice-President  
*Title/Position*

C-D. Holt May 27, 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
Sierra Nevada Construction, Inc.	
Address, City, State, ZIP	
P.O. Box 50760, Sparks, Nevada 89435	

The above-listed is a/an:

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

### DISCLOSURE QUESTIONS

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

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

# CITY OF CARSON CITY, NEVADA DISCLOSURE OF INTERESTS

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

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

Name	Title/Position	Department
N/A		

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

Name	Board, Commission, or Committee Department
N/A	

Sierra Nevada Construction, Inc.

*Company / Firm / Contractor*

P.O. Box 50760, Sparks, Nevada 89435

*Company / Firm / Contractor Address*

Craig D. Holt

*Printed Name of Authorized Official*

Vice-President

*Title/Position*

*Craig D. Holt*

*Signature of Authorized Official*

05/27/2026

*Date*

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

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

Sierra Nevada Construction, Inc.  
*Company Name*

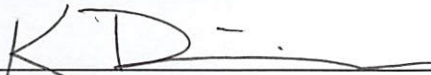
Contractor  
*Contractor or Subcontractor*

P303526001  
*Project N<sup>o</sup>*

D3 2026 Pavement Preservation  
*Project Name*

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

Kathleen Dimick  
*Designated Payroll Officer Printed Name*

 05/27/2026  
*Designated Payroll Officer Signature* *Date*

Craig D. Holt  
*Authorized Signer/Owner Printed Name*

 05/27/2026  
*Authorized Signer/Owner Signature* *Date*

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



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

Project Name: D3 2026 Pavement Preservation Contract Number: P303526001  
 General Contractor: Sierra Nevada Construction, Inc. PWP #: CC-2026-386  
 Subcontractor: \_\_\_\_\_ Date: 05/27/2026

Payroll Officer Name: Kathleen Dimick  
 Phone Number: (775) 355-0420  
 Email Address: certifiedpayroll@snc.biz  
 Mailing Address: P.O. Box 50760, Sparks, Nevada 89435

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

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

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

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

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

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

Friday after week ending date

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

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

**CITY OF CARSON CITY, NEVADA**  
**BIDDING PREFERENCE AFFIDAVIT**

Due at bid submission if requesting a bidding preference for public works projects.

On behalf of Sierra Nevada Construction, Inc. ,

for Bid Number 27300035 , and

Project Name D3 2026 Pavement Preservation ,

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

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

Craig D. Holt  
Authorized Official Printed Name

Vice-President  
Authorized Official Title/Position

Craig D. Holt 05/27/2026  
Authorized Official Signature Date

Required pursuant to NRS 338.0117, to receive a preference in bidding on PWP's.  
Attach copy of Certificate of Eligibility for License.

STATE OF Nevada

COUNTY OF Washoe

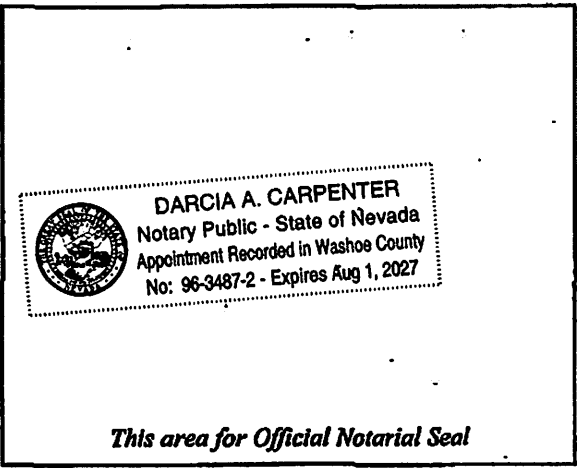
On 05/27/26, before me, Darcia A. Carpenter  
(here insert name of notary)

personally appeared Craig D. Holt  
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



# NEVADA STATE CONTRACTORS BOARD

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

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

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

*Susan Broili Kamesch* <sup>7/10/2025</sup> *dw*  
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE  
FOR DAVID BEHAR, EXECUTIVE OFFICER



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

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

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

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

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

Sierra Nevada Construction, Inc.

*Company / Firm / Contractor*

P.O. Box 50760, Sparks, Nevada 89435

*Company / Firm / Contractor Address*

Craig D. Holt

*Printed Name of Authorized Official*

Vice-President

*Title/Position*

*Craig D. Holt*

*Signature of Authorized Official*

05/27/2026

*Date*

**Bid No. 27300035 D3 2026 Pavement Preservation Project**

**Date and Time of Bid Opening: 5/27/2026 @2:30pm**

				Sierra Nevada Construction, Inc.	
Line #	Description	QTY	UOM	Unit	Extended
1.1	MOBILIZATION, DEMOBILIZATION, AND CLEANUP	1	LS	\$ 10,000.00	\$ 10,000.00
1.2	TRAFFIC CONTROL	1	LS	\$ 86,930.90	\$ 86,930.90
1.3	DUST CONTROL	1	LS	\$ 500.00	\$ 500.00
1.4	TYPE 3 MODIFIED RAPID SETTING SLURRY SEAL	821847	SF	\$ 0.30	\$ 246,554.10
1.5	2 INCH MILL AND 2.5 INCH OVERLAY	63570	SF	\$ 3.00	\$ 190,710.00
1.6	ASPHALT CONCRETE PAVEMENT PATCH	10073	SF	\$ 22.00	\$ 221,606.00
1.7	SHOULDER WIDENING PAVEMENT SECTION (2.5" OVERLAY W/ 12" COMPACTED RAP)	9972	SF	\$ 3.50	\$ 34,902.00
1.8	EMBANKMENT PROTECTION (CLASS 150 RIPRAP)	493	SF	\$ 25.00	\$ 12,325.00
1.9	CRACK SEALANT	55352	LF	\$ 1.50	\$ 83,028.00
1.10	MASTIC SEALANT	2683	LF	\$ 8.00	\$ 21,464.00
1.11	SHOULDER WIDENING EARTHWORK	3795	CF	\$ 20.00	\$ 75,900.00
1.12	SIGN, POST, AND FOUNDATION	32	EA	\$ 775.00	\$ 24,800.00
1.13	DELINEATOR POST AND FOUNDATION	3	EA	\$ 350.00	\$ 1,050.00
1.14	ADJUST STORM DRAIN MANHOLE TO FINISH GRADE	5	EA	\$ 2,600.00	\$ 13,000.00
1.15	ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE	9	EA	\$ 2,600.00	\$ 23,400.00
1.16	ADJUST VALVE TO FINISH GRADE	6	EA	\$ 1,600.00	\$ 9,600.00
1.17	24 INCH WIDE CROSSWALK MARKING (PAINT)	1640	LF	\$ 9.00	\$ 14,760.00
1.18	24 INCH WIDE SOLID WHITE STOP BAR (PAINT)	234	LF	\$ 9.00	\$ 2,106.00
1.19	ARROW MARKINGS (PAINT)	53	EA	\$ 60.00	\$ 3,180.00
1.20	YIELD MARKING (PAINT)	81	EA	\$ 25.00	\$ 2,025.00
1.21	BIKE LANE PAVEMENT LEGEND (PAINT)	13	EA	\$ 150.00	\$ 1,950.00
1.22	4 INCH SOLID YELLOW STRIPE	155	LF	\$ 1.00	\$ 155.00
1.23	4 INCH DOUBLE SOLID YELLOW STRIPE	16283	LF	\$ 0.90	\$ 14,654.70
1.24	4 INCH BROKEN/SOLID YELLOW STRIPE	2173	LF	\$ 0.75	\$ 1,629.75
1.25	6 INCH DOTTED WHITE LANE EXTENSION STRIPE	600	LF	\$ 0.75	\$ 450.00
1.26	4 INCH SOLID WHITE STRIPE	27128	LF	\$ 0.45	\$ 12,207.60
1.27	6 INCH SOLID WHITE STRIPE	5359	LF	\$ 0.75	\$ 4,019.25
1.28	8 INCH SOLID WHITE STRIPE	1782	LF	\$ 0.85	\$ 1,514.70
<b>1</b>	<b>Schedule A: Base Bid Items</b>			<b>\$ 1,114,422.00</b>	
2.1	TYPE 3 MODIFIED RAPID SETTING SLURRY SEAL	20610	SY	\$ 3.00	\$ 61,830.00
2.2	CRACK SEALANT	3170	LF	\$ 1.50	\$ 4,755.00
<b>2</b>	<b>Schedule B: Alternate Bid Item 1</b>			<b>\$ 66,585.00</b>	
<b>Total Bid</b>				<b>\$ 1,181,007.00</b>	



## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 2026

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

**Agenda Title:** For Discussion Only – Discussion and presentation regarding draft proposals and modifications related to the development of an Access Management Plan (“Plan”), which includes recommendations for new access management requirements and updates to existing access management policies, standards, and resources, including those items included in the Carson City Municipal Code (“CCMC”). (Casey Sylvester, Transportation/Traffic Engineer).

**Agenda Action:** Other / Presentation      **Time Requested:** 20 minutes

### **Proposed Motion**

N/A

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

N/A

### **Previous Action**

November 12, 2025 (Item 5.E) – Staff presented on access management needs and potential updates to the Regional Transportation Commission (“RTC”), with the RTC recommending that staff begin development of the Plan.

December 14, 2022 (Item 5.A) – Staff presented on the need to revisit access management to the RTC.

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

Access management is the practice of organizing the roadway network and its access points, such as driveways and side streets, to improve safety, mobility, and traffic flow. Carson City has existing access management guidance in CCMC in Title 18 Appendix Division 12, and in the Standard Details for Public Works Construction. Staff will present proposed updates and modifications, which are for implementation in the Plan.

Staff organized various access management principles into thirteen categories based upon national guidance from the Federal Highway Administration (“FHWA”) and the Transportation Research Board (“TRB”). From these categories, staff identified which categories are currently addressed in CCMC and which categories may need to be added to the Plan. Some categories are addressed, but modifications and/or additional information and requirements may be needed, while other categories are not currently included and are recommended to be added.

Staff will present draft proposals for new access management requirements and revisions and updates to

existing ones. The general updates to the access management requirements are;

- Define limits for spacing of intersections and driveways by classification, control type, and level of access.
- Identifying thresholds for use of auxiliary lanes (example, turn pockets) and determining appropriate design parameters for each type of auxiliary lane: acceleration lanes and dedicated turn lanes.
- Identifying thresholds for the implementation of multiple accesses for certain developments.
- Define road classifications and categorizations pertinent to access management.
- Update the definition of sight distance and reference national guidance.

Staff will continue to develop the Plan for future consideration and direction by the RTC based on comments received.

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

N/A

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

[5D\\_RTC\\_Exhibit 1 - Access Management Presentation.pdf](#)

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

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

Aye/Nay

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

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





6/10/2026

# Access Management Plan

Casey Sylvester P.E., Transportation / Traffic Engineer



# Access Management Refresher

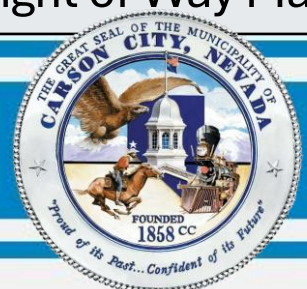
The management of vehicle connections and access points to, from, and across a roadway network.

- Improves Safety
- Improves mobility
- Improves reliability of the transportation system.

Carson City has some aspects of Access Management in city code.



Access Management Category	Carson City	NDOT	RTC Wa.	Reno
Roadway classification	Yes, Campo Classifications	Yes	Yes	No
Spacing by intersection control type	No	Yes	Yes	Yes
Spacing for driveways	Title 18 Appendix, Division 12, Table 12.12	Yes	Yes	Yes
Sight Distance	Title 18, Section 18.01.573	Yes	No	Yes
Aux lane anatomy	No	Yes	No	No
Aux LT Lane size & need	Title 18 Appendix, Division 12, Table 12.14	Yes	Yes	No
Aux RT Lane size & need	Title 18 Appendix, Division 12, Table 12.14	Yes	Yes	No
Acceleration Lane sizing	No	Yes	No	No
Median turn restrictions	No	Yes	Yes	No
Driveway* opening	Title 18 Appendix, Division 12, Table 12.11	Yes	No	Yes
Driveway design	Title 18 Appendix, Sections 12.12.2, 12.12.3, and Details, C-5.2 sheets	Yes	No	Yes
Network connectivity	No	No	No	No
Right of Way Management	Title 18 Appendix, Division 12, Section 12.6. And Table 12.1	No	No	No



# Potential Access Management Categories

# Road Classification

Currently we use NDOT's Functional Classification Maps. However;

- Code also references “industrial” roads which are not a functional classification
- Code also references “urban” and “rural” but not in ways that are logical to urban areas defined on NDOT's functional classifications.
- Code DOES NOT define or reference use of NDOT classification.

Staff propose;

- Specifically pointing to NDOT's functional classification maps
- And define “urban” and “rural”.
- Remove any reference to “industrial”.



# Spacing of Intersections

Table - Minimum Spacing between Roadway Intersections by Access Type			
Classification	Intersection Type	Proposed Minimum Spacing [ft]	NDOT Minimum Spacing [ft]
Minor Arterial	Full Access Signalized	1200	1320
Minor Arterial	Full Access Unsignalized	660	1320
Minor Arterial	Left-in, right-in, right-out only	500	660
Minor Arterial	Left-out, right-in, right-out only	500	660
Minor Arterial	Right-in, right-out only	300	300
Minor Collector	Full Access Signalized	990	1320
Minor Collector	Full Access Unsignalized	660	660
Minor Collector	Left-in, right-in, right-out only	440	440
Minor Collector	Left-out, right-in, right-out only	440	440
Minor Collector	Right-in, right-out only	200	200
Local	Full Access	330	330
Local	Right-in, right-out only	200	200



# Driveway to Driveway Spacing

*Existing city code*

Minimum Spacing of Driveways		
Classification & Posted Speed	Preferred Spacing [ft]	Minimum Spacing [ft]
Arterial		
30 mph	185	125
35 mph	245	150
40 mph	300	185
Collector		
30 mph	185	125
35 mph	245	150
40 mph	300	185
45 mph	350	230
Local		
Any speed	50	50
Industrial		
Any speed	50	50

*Proposed changes*

Minimum Spacing of Driveways	
Classification & Posted Speed	Spacing [ft]
Arterial	
≤ 30 mph	185
35 mph	245
40+ mph	300
Collector	
≤ 25 mph	160
30 mph	185
35 mph	245
40+ mph	300
Local	
≤ 25 mph	50
30+ mph	100



# Driveway to Intersection Spacing

*Existing city code*

Minimum Intersection to Driveway Spacing		
Classification	Signalized [ft]	Stop Control [ft]
Arterial	230	150
Collector	175	85
Industrial Local	175	85
Local	175	85

*Proposed changes*

Minimum Intersection to Driveway Spacing			
Classification	Signalized [ft]	All-Way Stop Control [ft]	Two-Way Stop Control [ft]
Arterial	230	200	150
Collector	175	150	125
Local	175	85	85



# Sight Distance

There are currently two definitions of sight distance.

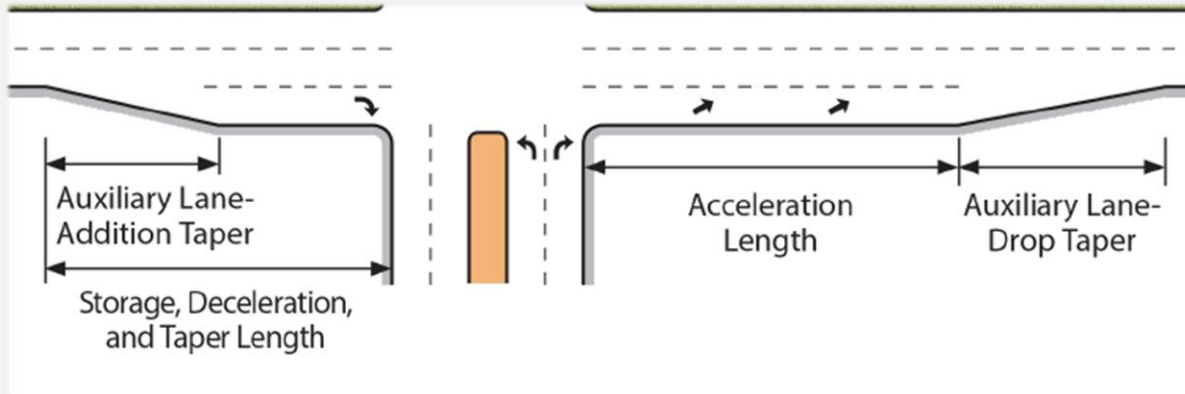
- Defined in Title 18 section 18.01.573 as “the area included within that triangular area between the property line and a diagonal line joining points of the edge of pavement line 40 feet from the point of their intersection...”
- And defined in Title 18 Appendix, Division 12, section 12.11.2 as “The clear vision triangle area is defined by the edition of the AASHTO Green Book most recently adopted by the City.”

The definitions should be updated to be consistent with the following proposed language;

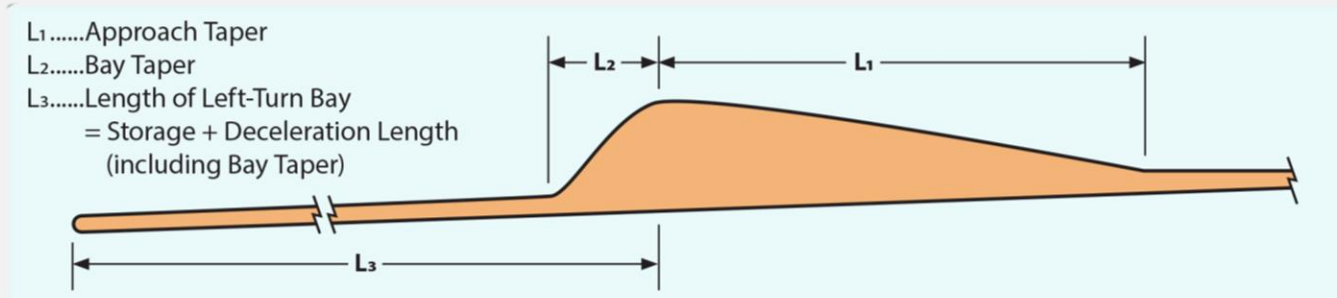
- “The triangle area that must be clear of visual obstruction, defined by the edition of the AASHTO Green Book most recently adopted by the City.”



# Auxiliary Lane Details



Minimum Taper Length for Auxiliary Lanes	
Posted Speed Limit	Minimum Taper Rate
≤25 mph	8:1
30 mph	9:1
35 mph	12:1
40+ mph	12:1



Minimum Deceleration Length	
Design Speed	Length Required
≤25 mph	115
30 mph	160
35 mph	215
40+ mph	275

# Auxiliary Turn Lane Need.

Auxiliary Left Turn Lane Requirements		
Turning Volume [vph]	Minimum Directional Volume in Adjacent Lane [vphp]	
	≤30 mph	35+ mph
10	390	330
15	320	250
20	270	200
25	230	160
30	200	130
35	170	110
40	150	Required
45	130	Required
50+	Required	Required

Auxiliary Right Turn Lane Requirements		
Turning Volume [vph]	Minimum Directional Volume in Adjacent Lane [vphp]	
	≤30 mph	35+ mph
10	700	400
15	500	280
20	380	210
25	300	180
30	250	160
35	220	150
40	200	140
45	180	Required
50+	Required	Required



# Median Turn Restrictions, Driveway Openings and Design

Median Turn Restrictions are covered by the table on slide 6.

No change to Driveway Design, continue to reference Standard Drawings.

No Change to Driveway Opening, continue to define circumstances of driveway openings by classification.



# Network Connectivity

Express certain requirements;

- When existing public roads end or turn at a development boundary, connection will be made unless otherwise approved by the City Engineer.
- Every parcel is entitled to one access, directly or indirectly. (already in code)
- Additional accesses shall meet all requirements, including access spacing.
- Not less than two means of public ingress and egress, to City standards shall be provided to serve any subdivision, or any development exceeding 80 vehicles in any one hour of the day unless otherwise approved by the City Engineer.



# R/W Management

Table from existing city code

Function Classification	Minimum Right-of-Way Width [ft]
Arterial	80
Collector	60
Industrial	60
Local	50

→ Continue to use minimum R/W definitions from code. Remove *industrial* as it is not a functional classification but also include a note indicating the roads fronted by commercial zoned parcels will be required to provide a minimum width of 60’.



# Next Steps

Staff can begin incorporating the proposed updates into a draft document that can either become a policy, or be incorporated into Title 18 Appendix, Division 12.

Once a full draft has been developed and vetted internally, staff can return to the RTC for;

- Review of this document.
- And further direction on completion of a policy or code amendment.





## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 2026

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

**Agenda Title:** For Possible Action – Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5310 program grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) to fund capital operating expenses for Jump Around Carson's ("JAC") paratransit service, JAC Assist, for a total amount of \$254,905 which includes a 20 percent local match of \$50,981. (Marcus Myers, Transit Coordinator)

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

### Proposed Motion

I move to approve Resolution Number 2026-RTC-R-1

### Board's Strategic Goal

N/A

### Previous Action

N/A

### Background/Issues & Analysis

CAMPO released an FTA Section 5310 Call for Projects on May 28, 2026. CAMPO, as the recipient of 5310 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a small, urbanized area because its population is under 200,000. A determination of funding allocation and award by CAMPO is estimated to take place at the August 12, 2026, CAMPO meeting. The grant application is being developed by staff in response to CAMPO’s notice of funding availability. Available funding for operations is typically provided at 50% federal share, but funding for capital, including capitalized operating expenses, is provided at 80% federal share.

JAC Assist is an American with Disabilities Act (“ADA”) complementary paratransit service, providing primarily curb-to-curb service. This is an “origin to destination” transportation service for persons with disabilities who cannot use the fixed route service. FTA section 5310 funds will be used to fund capital operating expenses for JAC Assist. FTA Section 5307 grant funds are also eligible to fund JAC Assist’s operating expenses but requires a local match of 50%; therefore, Section 5310 funding is preferred.

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

49 U.S.C. 5310; NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Carson City Transit Fund (JAC) - Federal Grants revenue account / 2253081-431010; Transit Operating Contract expense account / 2253026-500331.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The operating expense (Capital reimbursement) for JAC Assist is built into the budget at an anticipated rate of 80% federal and 20% local.

**Alternatives**

Do not approve the proposed resolution and provide an alternate direction to staff.

**Attachment(s):**

[5E\\_RTC\\_Exhibit 1 - 5310 Application Packet.pdf](#)

[5E\\_RTC\\_Exhibit 2 - 5310 Proposed Resolution.docx](#)

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

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

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

Aye/Nay

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

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



**Grant Application Packet for  
Federal Transit Administration  
Section 5310 Program  
Apportionment Funding for  
Federal Fiscal Year (FFY) 2026**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5310 Program funds. An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Funding from the FTA Section 5310 Program occurs in the form of a **reimbursement grant**. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow all FTA procedures to obtain the reimbursement for expenses.

To receive federal funding through this program, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5310 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a Small Urbanized area of under 200,000 population. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Rebecca Bustos, Grant Analyst  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7045  
E-mail: [rbustos@carsoncity.gov](mailto:rbustos@carsoncity.gov)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is July 13, 2026\*\*\***

## Grant Program Information

### **FTA Section 5310 Program - Enhanced Mobility of Seniors & Individuals with Disabilities**

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

### **Eligible Recipients**

Eligible recipients include private nonprofit organizations, state or local government authorities, or operators of public transportation that are specifically designated for the needs of seniors and individuals with disabilities.

### **Eligible Activities/Purchases**

The Section 5310 funds are available for capital and operating expenses to support the provision of transportation services to address the specific needs of seniors and individuals with disabilities. All projects must either be situated in the CAMPO Area or may originate in a rural area and provide service with the CAMPO area.

Traditional Section 5310 project examples include (55% of program funds must be used on traditional projects. Up to 10% may be used for program administration):

- buses and vans – additional requirements apply.
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs

Projects must be included as part of local Coordinated Human Services Transportation Plan (or similar) and must be planned, designed, and carried out to meet the specific needs of senior persons and individuals with disabilities. Additional eligibility requirements can be found in FTA Circular C 9070.1G. <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>

### **Match**

The federal share of eligible capital or capitalized costs may not exceed 80 percent, and 50 percent for standard operating assistance. The 10 percent that is eligible to fund program administrative costs including administration, planning, and technical assistance may be funded at 100 percent federal share. The federal share may exceed 80 percent for certain projects related to ADA and Clean Air Act (CAA) compliance.

**Available Funding**

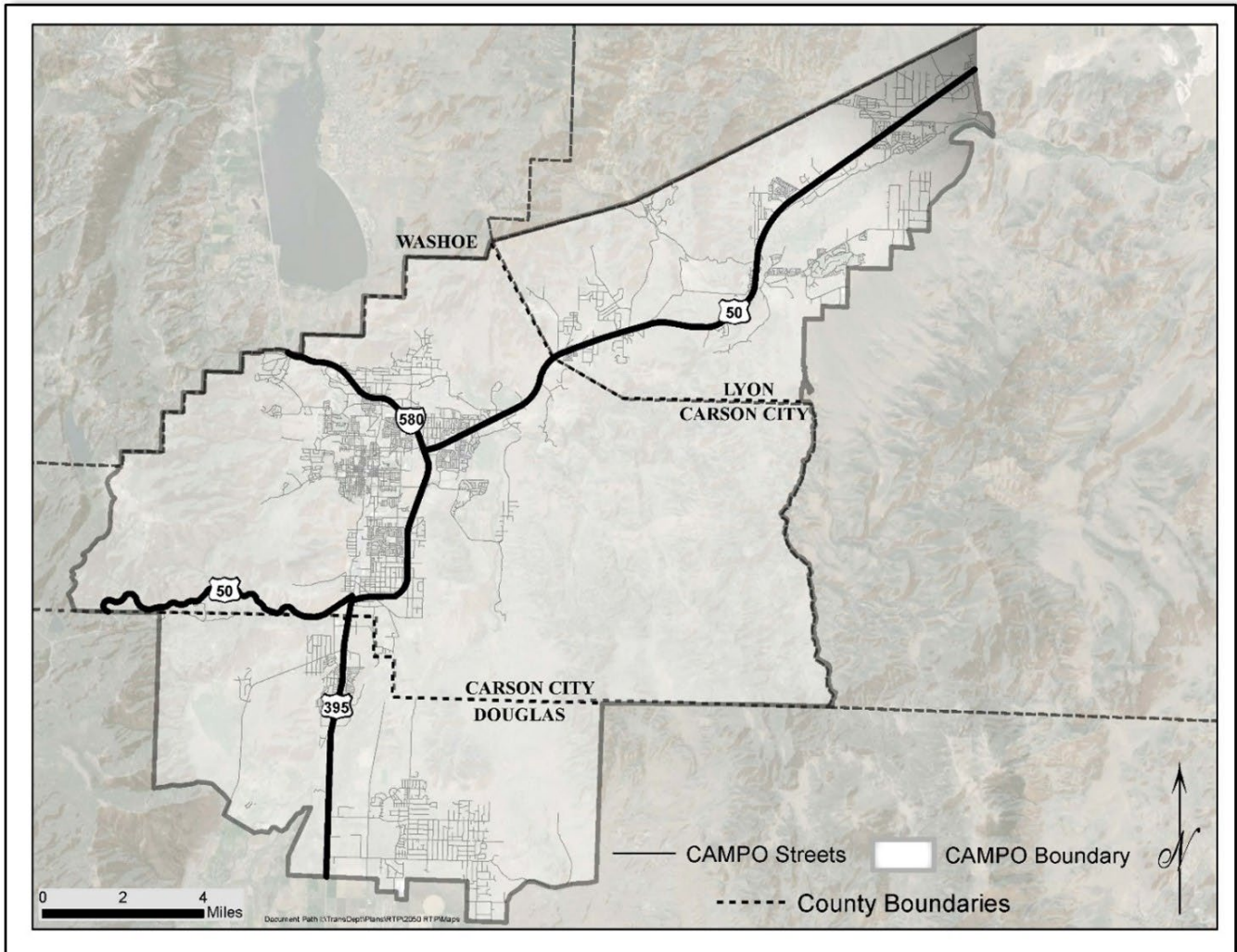
- Federal Fiscal Year 2026 - \$203,924

**Statutory References**

49 U.S.C. Section 5310 / Fixing America’s Surface Transportation Act 3006 (FAST) / Infrastructure, Investment and Jobs Act (IIJA). Additional grant information available online:

<https://www.transit.dot.gov/funding/grants/enhanced-mobility-seniors-individuals-disabilities-section-5310>

**Map of CAMPO**



## Application Process

Completed applications should be submitted to:

Rebecca Bustos

[rbustos@carsoncity.gov](mailto:rbustos@carsoncity.gov)

Email Subject: Grant Application for FTA Section 5310 Program – Organization Name

**Grant applications must be submitted by 5:00 pm on the notice deadline of July 13, 2026.**

Applications received will be screened for completeness and eligibility prior to evaluation and consideration of award.

Application Schedule:

- Release Date – May 28, 2026
- Grant Application Submission Due – July 13, 2026
- Anticipated Award by CAMPO – August 12, 2026

## Required Information

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

CAMPO will use the following criteria to evaluate submitted grant applications:

### Evaluation Criteria

- Eligibility of Organization
- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- Number of persons estimated to be served
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment
- Availability of the equipment/asset to the general public

Upon completion of the selection process, CAMPO will coordinate with the project applicant to submit the necessary FTA documentation.

**Grant Application  
for  
Federal Transit Administration  
Section 5310 Program  
Apportionment Funding**

## General Information

### **Brief Project Description:**

### **Name of Organization:**

### **Type of Organization:**

Applicants should provide documentation that they are an eligible organization.

- |  |   |
|--|---|
| <input type="checkbox"/> Private Non-Profit              | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)           |
| <input type="checkbox"/> Other                           |   |

## Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

### **FTA Section 5310 Program Grant for Enhanced Mobility for Seniors & Individuals with Disabilities**

**5310 Capital Funds (general)**

Amount Requested:

**5310 Capital Funds (compliance with ADA)**

Amount Requested:

**5310 Capital Funds (compliance with Clean Air Act)**

Amount Requested:

**5310 Operating Funds**

Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carsoncity.gov/government/departments-g-z/public-works/transportation/jac-jump-around-carson>). Use the space below to detail where to find and how your project ties to the Transit Coordinated Human Service Plan.

Federal transit law requires that projects selected for funding under the [Enhanced Mobility for Individuals and Individuals with Disabilities \(Section 5310\) Program](#) be "included in a locally developed, coordinated public transit-human services transportation plan".

**Applicant/Organization Information**

**Physical Address:**

**Mailing Address (if different from physical address):**

**Contact Person:**

Title:

Phone Number:

Email Address:

**Applicant Federal ID#:**

**Applicant UEI / DUNS#:**

**Organization's mission statement and/or describe the organization's vision:**

**Detailed description of your organization:**

**Detailed description of your existing transportation program/services:**

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

## **Project Information**

### **Detailed Project Description:**

#### **Type of Service funding is requested for:**

- |  |  |
|--|--|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                        |
| <input type="checkbox"/> Fixed Route                     | <input type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other:                          |  |

#### **Clientele served by service/purchase/program (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Elderly (60+ years old)   | <input type="checkbox"/> Low Income/Welfare |
| <input type="checkbox"/> Persons with disabilities | <input type="checkbox"/> General Public     |
| <input type="checkbox"/> Other:                    |   |

#### **Area Served (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Small Urbanized Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County    |
| <input type="checkbox"/> Non-Urbanized Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City    |
| <input type="checkbox"/> Other:   | <input type="checkbox"/> Douglas County |

#### **Does the project include vehicle purchases?:**

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Yes (Additional Form Required) | <input type="checkbox"/> No |
|---|-----------------------------|

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

Procurement must follow CAMPO's Policies and Procedures Manual, available upon request of CAMPO.

## Project Budget

Applicants must complete the applicable budget sheets. A separate application is required for each funding source.

For operations programs, projected farebox revenue must be included. Revenue functions different than local match as revenue offsets the overall budget, reducing the total project cost and required local match. It can be in the form of farebox contributions, advertising revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Required local match differs by expenses type and provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter or other documentation stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet. Typically, local match reduces the funding amount reimbursed to the applicant from the FTA as part of the reimbursement grant process.

<b>Budget Work Sheet</b>			
<b>Operating Expenses (Operator Contract)</b>		<b>Local Match (20%)</b>	
Description	Amount	Description	Amount
<b>Total Operating</b>		<b>Total Match</b>	
<b>Capital Expenses (Rolling Stock)</b>		<b>Local Match (20% General / 15% ADA / 10% Clean Air)</b>	
Description	Amount	Description	Amount
<b>Total Capital</b>		<b>Total Match</b>	
<b>Administrative Expenses (Max 10%)</b>		<b>Optional Local Match</b>	
Description	Amount	Description	Amount
<b>Total Request</b>		<b>Total Request Match</b>	

## **Required Documentation for Section 5310 or 5339(a) Funding**

Applicants may attach a copy of the required documents to the application or provide a link to the document.

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 21. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. CAMPO is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. Additionally, CAMPO is committed to extending nondiscrimination requirements to include associated nondiscrimination regulations including, but not limited to the Federal Highway Act of 1973 (Sex), the Age Discrimination Act of 1975 (Age), the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Disability), and applicable Executive Orders. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO subrecipients of Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must follow CAMPO's DBE Policy or their own approved DBE policy; however, a project specific DBE goal has not been established, and the use of DBE firms is not required. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for the award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

### **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance more than \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B for draft). Alternative resolution forms maybe accepted.

## Appendix A

### Links to Required Documentation

*Certifications and Assurances*

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

### Links to Resources

*Investment and Jobs Act (IIJA)*

<https://www.transit.dot.gov/IIJA>

*United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

*Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

*Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

*Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

*OMB “Super Circular” or 2 C.F.R. 200*

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

*Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://www.fta.dot.gov/civil_rights.html)

*Drug and Alcohol Regulations*

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

*United States of American Department of Transportation FTA Master Agreement*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

*Transit Asset Management*

<https://www.transit.dot.gov/TAM>

*SAM.GOV Register or Update the Unique Entity Identifier (UEI)*

<https://sam.gov/>

**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT \_\_\_\_\_  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
Printed Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative Date





## STAFF REPORT

**Report To:** Regional Transportation Commission      **Meeting Date:** June 10, 2026

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

**Agenda Title:** For Possible Action – Discussion and possible action regarding a proposed resolution authorizing the submission of a Federal Transit Administration (“FTA”) Section 5339(a) program grant application to the Carson Area Metropolitan Planning Organization (“CAMPO”) to be used towards Americans with Disabilities Act (“ADA”) bus stop improvements for a total amount of \$141,871.10 which includes a 10 percent local match of \$14,187.10.

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

### **Proposed Motion**

I move to approve Resolution Number 2026-RTC-R-2.

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

N/A

### **Previous Action**

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

CAMPO released an FTA Section 5339(a) Call for Projects on May 28, 2026. CAMPO, as the recipient of 5339 funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a small, urbanized area because its population is under 200,000. A determination of funding allocation and award by CAMPO is expected to occur at the August 12, 2026, CAMPO meeting.

FTA Section 5339 grants provide funding for bus purchases and bus facilities, including bus stop improvements. The FTA Section 5339(a) grant application to CAMPO seeks the total available Federal Fiscal Year (“FFY”) 2026 funding for ADA bus stop improvements related to the route adjustments that are identified in the Transit Development and Coordinated Human Services Plan (“TDCHSP”).

Jump Around Carson (“JAC”) is in the early planning stages of a major route refresh, which will require ADA-compliant bus stop improvements. Cost estimates for these improvements have yet to be determined, but this grant funding will be needed to construct the ADA-compliant bus stops. Funding for ADA improvements through FTA Section 5339(a) is available at a 10% match rate, which is attractive compared to other federal funding sources that require a higher local share.

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

49 U.S.C. 5339; NRS 277A.270

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Carson City Transit (JAC)- Transit Federal Grants revenue account / 2253082-431010. Undesignated for Match 2253026-507199, Transit Facility Upgrade expense account 2253026-507712.

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If approved and awarded the funding, \$127,684 in FTA Section 5339 Program funds will be augmented/added to the Revenue budget, and \$141,871.10 will be added to Upgrade expense account 2253026-507712, consisting of \$127,684 in Grant Funding and \$14,187.10 in required local match. The required local match would be transferred from Undesignated 2253026-507199 or budgeted as part of a future fiscal year budget.

**Alternatives**

Do not approve the proposed resolution and provide an alternate direction to staff.

**Attachment(s):**

[5F\\_RTC\\_Exhibit 1 - 5339 Application Packet.pdf](#)

[5F\\_RTC\\_Exhibit 2 - 5339 Proposed Resolution.docx](#)

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**Grant Application Packet for  
Federal Transit Administration  
Section 5339(a) Program  
Apportionment Funding for  
Federal Fiscal Years (FFY) 2026**

## Introduction

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting grant applications for the distribution of annual formula-based funding from the Federal Transit Administration (FTA) for Section 5339(a) Program funds. An overview of program goals, available funding, and applicant eligibility is provided on the following pages.

Funding from the FTA Section 5339(a) Program occurs in the form of a **reimbursement grant**. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The grantee must follow all FTA procedures to obtain reimbursement for expenses.

To receive federal funding through this program, an applicant must be eligible, per the federal requirements discussed below, and must comply with all other applicable federal and local regulations. CAMPO, as the direct recipient of 5339(a) funds, is responsible for overseeing the funds and monitoring subrecipients of these funds. CAMPO is considered a Small Urbanized area of under 200,000 population. Compliance with federal and local regulations does not end with documents required by this grant application. Applicants should reference the resources located in the packet to determine whether they have the technical and financial capacity to manage federal grant funds while maintaining full compliance. CAMPO staff will screen applicants based on information submitted in the application and will verify compliance on an ongoing basis with regular subrecipient monitoring.

For further information or assistance, please contact:

Rebecca Bustos, Grant Analyst  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, NV 89701  
Phone: 775-283-7045  
E-mail: [rbustos@carsoncity.gov](mailto:rbustos@carsoncity.gov)

Grant applications will be reviewed by staff for application completeness and eligibility. If applications are complete and eligible, applications will be submitted to the CAMPO Board for evaluation and consideration for award at a public hearing. Information on the Carson Area MPO is available online at [www.CarsonAreaMPO.com](http://www.CarsonAreaMPO.com).

**\*\*\*Deadline to submit a complete application is July 13, 2026\*\*\***

## Grant Program Information

### Grants for Buses and Bus Facilities Formula Program – 5339(a)

The program aims to improve the condition of capital transit assets by providing funds to transit operators to replace, rehabilitate, or purchase buses or bus-related facilities.

### Eligible Recipients

Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities within the CAMPO Region that operate fixed route bus services that are eligible to receive direct grants under 5307 and 5311.

### Eligible Activities/Purchases

Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. (Note: additional competitive grants are available under FTA Section 5339(b) and 5339(c). Please contact CAMPO if interested in these grant programs.)

### Match

The federal share of eligible capital costs may not exceed 80 percent, except for the purchase of certain low/no-emission vehicles or vehicles for compliance with ADA or the Clean Air Act (CAA) (85%), or for certain bus-related equipment and facilities related to the ADA, the Clean Air Act (CAA), (90%).

### Available Funding

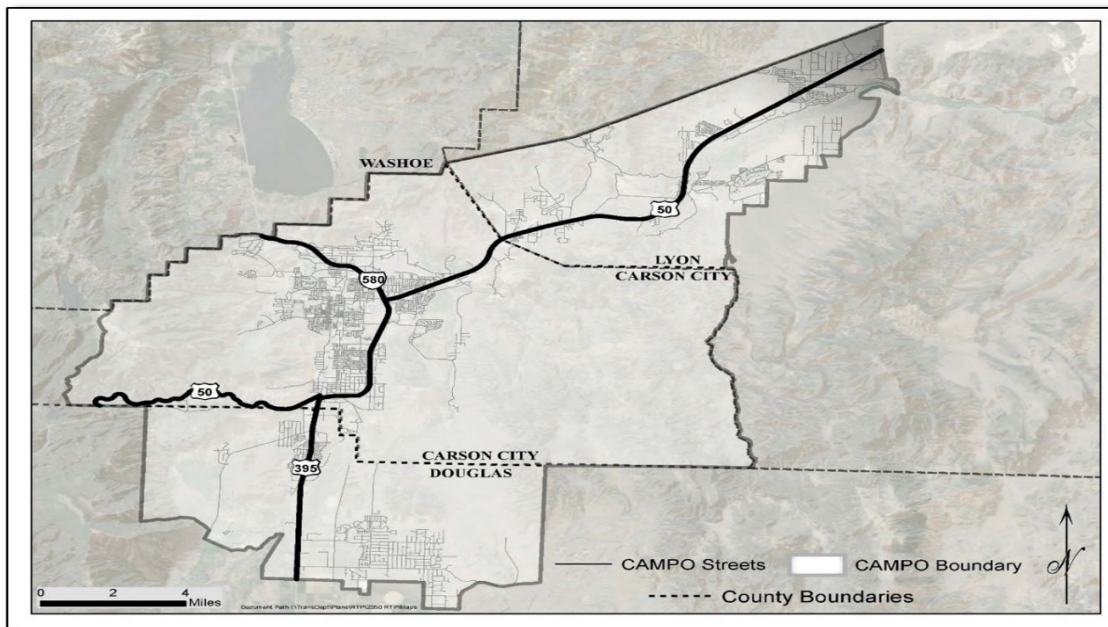
- Federal Fiscal Year 2026 - \$127,684

### Statutory References

49 U.S.C. Section 5339(a)

49 U.S.C. Section 5323

### Map of CAMPO



## Application Process

Completed applications should be submitted to:

Rebecca Bustos

[rbustos@carsoncity.gov](mailto:rbustos@carsoncity.gov)

Email Subject: Grant Application for FTA Section 5339(a) Program – *Organization Name*

Applications can be completed either as a Microsoft Word Document or a PDF.

**Grant applications must be submitted by 5:00 pm on the noticed deadline of July 13, 2026.**

Applications received will be screened for completeness and eligibility prior to evaluation and consideration of award.

Application Schedule:

- Release Date – May 28, 2026
- Grant Application Submission Due – July 13, 2026
- Anticipated Award by CAMPO – August 12, 2026

## Required Information

**To determine eligibility and for the CAMPO Board to evaluate grant applications, applicants must complete the attached application.**

CAMPO will use the following criteria to evaluate submitted grant applications:

### Evaluation Criteria

- Eligibility of Organization
- Ability of applicant to administer proposed project
- Ability of applicant to comply with FTA regulations
- Service area being served
- Project cost estimate and availability of applicant to provide local match, if required
- Demonstration of project need
- Existence of similar projects in the identified service area
- For replacement and new vehicles, applicant's ability to manage asset
- For new or additional vehicles, factors necessitating additional equipment

Upon completion of the selection process, CAMPO will coordinate with the project applicant to submit the necessary FTA documentation.

**Grant Application  
for  
Federal Transit Administration  
Section 5339(a) Program  
Apportionment Funding**

## General Information

### **Brief Project Description:**

### **Name of Organization:**

### **Type of Organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Private Non-Profit              | <input type="checkbox"/> Operator of Public Transportation Services |
| <input type="checkbox"/> State/Local Governmental Entity | <input type="checkbox"/> Tribal Agency (Sovereign Nation)           |
| <input type="checkbox"/> Other:                          |   |

Applicants should provide documentation that they are an eligible organization.

## Funding Category & Amount

Please check only one funding category below. If multiple funding categories are requested, please submit a separate application for each. The FTA provides for different match requirements by funding source and category.

### **FTA Section 5339(a) Program Grant for Buses and Bus Facilities Formula Program**

- 5339(a) General Capital or Vehicle Purchases (20% match required)**

Amount Requested:

- 5339(a) Vehicle Purchases for Compliance with ADA or Clean Air Act (15% match required per 49 U.S.C. 5323)**

Amount Requested:

- 5339(a) Capital for Vehicle Related Equipment or Facilities for Compliance with ADA or Clean Air Act (10% match required)**

Amount Requested:

The requested funding will be used to address needs from CAMPO's Transit Development and Coordinated Human Service Plan (available here: <https://www.carsoncity.gov/government/departments-g-z/public-works/transportation/jac-jump-around-carson>). Use the space below to detail where to find and how your project ties to the Transit Coordinated Human Service Plan.

**Applicant/Organization Information**

**Physical Address:**

**Mailing Address (if different from physical address):**

**Contact Person:**

Title:

Phone Number:

Email Address:

**Applicant Federal ID#:**

**Applicant SAMS / UEI #:**

**Organization's mission statement and/or describe the organization's vision:**

**Detailed description of your organization:**

**Detailed description of your existing transportation program/services:**

**Describe any current connectivity/coordination efforts with surrounding area transit providers:**

## Project Information

### Detailed Project Description:

#### Type of Service funding is requested for:

- |  |  |
|--|--|
| <input type="checkbox"/> Senior Center/Disabled Workshop | <input type="checkbox"/> Deviated Fixed Route                        |
| <input type="checkbox"/> Fixed Route                     | <input type="checkbox"/> Demand Response (Dial-a-Ride, Door-to-Door) |
| <input type="checkbox"/> Other (describe)                |  |

#### Clientele served by service/purchase/program (check all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> Elderly (60+ years old)   | <input type="checkbox"/> Low Income/Welfare |
| <input type="checkbox"/> Persons with disabilities | <input type="checkbox"/> General Public     |
| <input type="checkbox"/> Other                     |   |

#### Area Served (check all that apply):

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Small Urbanized Area (50,000 – 200,000 population) | <input type="checkbox"/> Lyon County |
| <input type="checkbox"/> Non-Urbanized Area (Rural under 50,000 population) | <input type="checkbox"/> Carson City |
| <input type="checkbox"/> Douglas County                                     | <input type="checkbox"/> Other       |

#### Does the project include vehicle purchases?:

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Yes (Additional Form Required) | <input type="checkbox"/> No |
|---|-----------------------------|

**Vehicle Purchase Information**

Applicants must complete if requesting funds for vehicle purchase or replacement. Applicants will be required to procure requested vehicle(s) after review of procurement documents by CAMPO staff. Actual price will be based on bids received.

Quantity	Vehicle Description (including size, capacity, wheelchair positions, etc.)		Estimated Cost
	<b>Total Quantity</b>		<b>Total Estimated Cost</b>

Procurement must follow CAMPO's Policies and Procedures Manual, available upon request of CAMPO.



## **Required Documentation for Section 5310 or 5339(a) Funding**

Applicants may attach a copy of the required documents to the application or provide a link to the document.

### **Safety Plan**

Applicants currently receiving financial assistance under 49 U.S.C. § 5307 that operate a public transportation system are required to submit a safety plan. An operator of a public transportation system that only receives financial assistance under the Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310) and/or Formula Grants for Rural Areas Program (49 U.S.C. § 5311) is exempt from this requirement.

### **Performance Targets/Transit Asset Management Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 625. All subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation must prepare a Transit Asset Management (TAM) Plan and establish performance targets on an annual basis for use in National Transit Database (NTD) reporting. This is done with the goal of helping achieve and maintain a state of good repair for the nation's public transportation systems. The plan must discuss the maintenance and safety of assets. The purpose is to ensure proper utilization of FTA assets and to help ensure success of the program/project. The plan should include vehicle maintenance information such as a detailed repair schedule (for routine maintenance) and the approach for unscheduled maintenance activities. A TAM Plan and annual performance targets must be submitted with this application. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Title VI Plan**

CAMPO subrecipients for Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 21. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. CAMPO is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. Additionally, CAMPO is committed to extending nondiscrimination requirements to include associated nondiscrimination regulations including, but not limited to the Federal Highway Act of 1973 (Sex), the Age Discrimination Act of 1975 (Age), the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Disability), and applicable Executive Orders. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Disadvantaged Business Enterprise (DBE) Program and DBE Goal**

CAMPO subrecipients of Sections 5310 and 5339(a) funding must comply with applicable provisions of 49 C.F.R. Part 26. These provisions ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Subrecipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts. Applicants must follow CAMPO's DBE Policy or their own approved DBE policy; however, a project specific DBE goal has not been established, and the use of DBE firms is not required. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Vehicle Policy and Information**

Applicants requesting funding for vehicle(s) must provide a description of the desired vehicle. Application must note if the vehicle is a replacement or an expansion of the existing vehicle fleet and if any special vehicle options are requested (i.e. 4-wheel drive, bike racks, etc.). Vehicle maintenance and safety policies must be included in the application to be considered for the award. Rider policy information must be included, which will describe how to ride, complaint procedures, fare structure, etc.

A Certificate of Insurance will need to be provided. City/CAMPO requires full coverage for the vehicle as long as City/CAMPO holds lien. The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.

### **Training Policy**

Organization's employee training policy is required, which should include, at a minimum, the frequency, type, and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

### **Drug and Alcohol Policy (5339(a) only)**

Subrecipients of 5339(a) FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made, and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339(a) and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Americans with Disabilities Act Policy**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 C.F.R. Parts 38 and 39. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. The FTA works to ensure nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. More information available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Public Notice**

Subrecipients of 5310 and 5339(a) FTA funds are required to comply with applicable provisions of 49 U.S.C. 5323(b). The FTA requires applicants to provide notice and adequate opportunity for comment on projects impacting the public transportation service of a community. Any required public noticing conducted by the applicant shall be incorporated into application submittal.

### **Annual Certifications and Assurances**

Successful applicants for Federal Section 5310 and 5339(a) funds must complete and sign the latest certifications and assurances prior to award of any federal assistance. Category 01 applies to all applicants. Category 02 applies to all applications for federal assistance more than \$100,000, unless the applicant is a Native American tribe or organization, or a tribal organization. Categories 03 through 21 will apply to some, but not all, applicants and projects. This process ONLY excludes the submittal of documents with your application, NOT from collecting documents and having them on file. Certifications and assurances are special pre-award requirements specifically prescribed by federal law or regulation and do not encompass all federal laws, regulations, and directives that may apply to the applicant or its project. More information is available on the *Links to Resources and Required Documentation* page (see Appendix A).

### **Authorizing Resolution**

A signed resolution authorizing the appropriate applicant representative to execute and file an application with CAMPO on behalf of the agency must be submitted (see Appendix B for example). Alternative resolution forms maybe accepted.

## Appendix A

### Links to Required Documentation

#### *Certifications and Assurances*

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

### Links to Resources

#### *Investment and Jobs Act (IIJA)*

<https://www.transit.dot.gov/IIJA>

#### *United States Department of Transportation (USDOT)*

[www.dot.gov](http://www.dot.gov)

#### *Federal Transit Administration (FTA)*

[www.fta.dot.gov](http://www.fta.dot.gov)

#### *Title 49 USC Chapter 53 Grant Programs*

<https://www.transit.dot.gov/grants>

#### *Best Practices Procurement Manual*

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

#### *OMB “Super Circular” or 2 C.F.R. 200*

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

#### *Civil Rights (ADA, DBE, Title VI, EEO)*

[www.fta.dot.gov/civil\\_rights.html](http://www.fta.dot.gov/civil_rights.html)

#### *Drug and Alcohol Regulations*

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

#### *United States of American Department of Transportation FTA Master Agreement*

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

#### *Transit Asset Management*

<https://www.transit.dot.gov/TAM>

#### *SAM.GOV Register or Update the Unique Entity Identifier (UEI)*

<https://sam.gov/>

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**Appendix B**  
**AUTHORIZING RESOLUTION**

APPLICANT \_\_\_\_\_  
Printed Name of Transportation Provider

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above-named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above-named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
Printed Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative Date





# STAFF REPORT

**Report To:** \_\_\_\_\_ **Meeting Date:** June 10, 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:** June 10, 2026

**Staff Contact:**

**Agenda Title:** April 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\\_April26.pdf](#)

[6B\\_RTC\\_Exhibit 2 - Traffic-Transportation Control Systems Report\\_April26.pdf](#)

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Vote Recorded By)



Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** June 10, 2026  
**To:** Regional Transportation Commission  
**From:** Greg King, Street Supervisor  
**Date Prepared:** May 8, 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 April 2026

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	525	1075
Street Patching Operation (tons of asphalt)	10	431.5
Pot Holes Repaired	47	900

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	43	557
Tree Removal	18	38
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	3,018
Tree Work for Other Departments	0	1
Weed Abatement Chemical Sprayed (gallons applied)	39	4,888

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	49.5	381
Curb & Gutter (linear feet)	352	2,050
Sidewalk & Flat Work (sq/ft)	1,320	14,413
ADA Ramps	1	6
Misc.	2	20

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	340
Shoulder Work on Asphalt Roads (feet)	5,075	37,151
Debris Cleaned	6	219

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	9	2,302
Lineal foot of ditch cleared	83	5,438
Pipe Hydro Flushed (linear feet)	113	3,144

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
------------	---------------------	------

Curb Miles Swept	527	5,136
Material Picked Up (yards)	290	3,453
City Parking Lots Swept	2	22

#### Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	43	450
Bins Hauled for Sweeping Operation (yards)	30	270
Equipment Transported for other Departments	0	0

#### Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	5	45
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	13	140
Signs Replaced	11	102
Sign Post Replaced	4	35
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	5	243
Cross Walks Painted	2	131
Stop Bars Painted	1	127
Yield Bars Painted	2	66
Right Arrows Painted	2	16
Left Arrows Painted	4	34
Straight Arrows Painted	18	23
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	5	50
Curb Painted (linear feet)	870	870

#### 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:** June 10, 2026  
**Date Prepared:** May 1, 2026  
**Reporting Period:** April, 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	177	1536
Total Work Orders Completed	178	1493
Total Open Work Orders	200	NA

**Completed Work Order By Type**

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	178	1443
Unplanned and Repair Work Orders	0	50

**Completed Work Orders by County**

ACTIVITIES / ASSETS BY COUNTY	QUANTITIES	Percent
Douglas County / 69	13	7%
Lyon County / 6	3	2%
Storey County / 0	0	0%
Carson City / 184	161	90%
Unknown / Other	1	1%

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:** June 10, 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](#)

[6C\\_RTC\\_Exhibit 2 - Project Status Report JUN26.pdf](#)

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

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

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

Aye/Nay

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

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

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

<b>Fuel/Tax Revenues</b>				
<b>Gasoline Gallons Sold<sup>2,3</sup></b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
JUL	4,220,590	3,965,689	4,320,724	4,337,564
AUG	4,234,582	4,104,221	4,196,903	4,458,605
SEP	3,894,625	3,854,108	3,942,136	3,944,625
OCT	3,958,285	3,907,100	4,198,320	4,092,528
NOV	3,502,424	3,577,811	3,722,217	3,693,975
DEC	4,537,676	3,720,476	3,785,182	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	3,262,099
MAR	3,309,050	3,559,473	3,846,801	3,984,779
APR	3,820,024	3,678,204	3,792,383	
MAY	4,018,183	3,851,281	3,816,305	
JUNE	4,057,802	4,150,910	4,070,100	
<b>Total Year Gallons</b>	<b>45,797,897</b>	<b>45,121,761</b>	<b>47,080,993</b>	
<b>Gasoline Revenues<sup>4</sup></b>				
<b>Fuel Tax Revenue County Option</b>				
<b>9¢ - NRS 373 (RTC)</b>	\$ 3,940,048	\$ 3,981,263	\$ 4,145,543	\$ 3,124,691
<b>County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)</b>	\$ 1,873,632	\$ 1,869,465	\$ 1,921,138	\$ 1,441,981
<b>Diesel Gallons Sold<sup>2,3</sup></b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
JUL	1,135,368	1,026,450	1,059,022	1,108,374
AUG	1,224,462	1,077,048	1,081,634	1,165,714
SEP	1,157,759	1,116,748	986,532	1,092,247
OCT	1,141,459	1,089,220	1,038,653	1,090,759
NOV	899,884	946,012	908,845	909,333
DEC	767,073	849,139	810,757	908,886
JAN	701,894	751,666	824,737	836,366
FEB	724,359	740,617	691,802	723,071
MAR	845,076	845,004	806,666	956,489
APR	966,083	943,427	878,832	
MAY	1,067,394	1,068,855	950,852	
JUN	1,047,908	1,057,165	1,007,602	
<b>Total Year Gallons</b>	<b>11,678,719</b>	<b>11,511,351</b>	<b>11,045,934</b>	<b>8,791,239</b>
<b>Diesel 5 cent Tax Revenue<sup>1</sup></b>	\$ 661,577	\$ 568,664	\$ 567,031	\$ 344,617
<b>NRS 373.083.5 (% to NDOT)</b>	\$ (99,231)	\$ (56,405)	\$ (56,703)	
<b>Final - Diesel Revenue</b>	\$ 562,345	\$ 512,259	\$ 510,328	\$ 344,617
<b>Basic City County Relief Tax (BCCRT) 0.25% Sales Tax</b>				
Month	FY2023 <sup>1</sup>	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>
JUL	333,043	359,937	361,271	519,692
AUG	336,083	365,305	356,622	212,738
SEP	337,342	366,805	357,879	247,064
OCT	337,975	353,501	343,590	454,157
NOV	317,077	343,720	152,005	344,360
DEC	342,903	383,106	429,718	392,883
JAN	290,322	290,116	319,461	317,635
FEB	269,279	302,593	282,030	302,197
MAR	329,948	336,156	305,519	
APR	337,725	360,130	367,792	
MAY	350,655	382,191	362,049	
JUN	371,249	372,450	607,703	
<b>Sales Tax, Voter Approved 0.25%</b>	<b>\$ 3,953,601</b>	<b>\$ 4,216,009</b>	<b>\$ 4,245,638</b>	<b>\$ 2,790,725</b>

## Disclaimers:

- 1- All information is preliminary and subject to audit and revision.
- 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
- 3- Actual gallons are net gallons after refunds.
- 4- NRS 365 and NRS 373 outline how revenue collected is distributed to counties. A summary of the calculation can be found in NDOT's Performance Analysis Report. <https://www.dot.nv.gov/>

## Other Revenues

### Developer Contributions

FY Received	Amount	Intended Project	
21	\$ 8,610.91	District 1	
22	\$ 6,936.23	District 4	
23	\$ 48,300.00	Ormsby Blvd	
23	\$ 82,206.64	Ormsby Blvd	
24	\$ 475,000.00	Saliman/Robinson Signal	
24	\$ 100,700.00	N.Carson/Silver Oak	
25	\$ 21,707.00	District 4	
Varies	\$ 275,700.00	Prior Contributions obligated to Projects (Appion / Goni)	

### EV Charger Revenue (effective Jan. 2024)

Month	FY2024 <sup>1</sup>	FY2025 <sup>1</sup>	FY2026 <sup>1</sup>	
JUL		\$ 54.15	\$ 398.75	
AUG		\$ 89.80	\$ 444.92	
SEP		\$ 96.79	\$ 288.54	
OCT		\$ 40.23	\$ 363.24	
NOV		\$ 126.31	\$ 261.04	
DEC		\$ 64.13	\$ 70.22	
JAN	\$ 27.91	\$ 125.04	\$ 150.83	
FEB	\$ 32.67	\$ 440.75	\$ 132.27	
MAR	\$ 109.84	\$ 653.23	\$ 163.59	
APR	\$ 172.07	\$ 375.29	\$ 61.85	
MAY	\$ 124.65	\$ 407.71		
JUN	\$ 80.17	\$ 236.77		
<b>Total</b>	<b>\$ 547.31</b>	<b>\$ 2,710.20</b>	<b>\$ 2,335.25</b>	

### Capital Sanitation/Street Repairs

	FY2023	FY2024	FY2025	FY2026
<b>Total</b>	<b>\$ 361,363</b>	<b>\$ 375,333</b>	<b>\$ 396,640</b>	<b>\$ 210,683</b>

### Complete Streets Revenue\*

	FY2023	FY2024	FY2025	FY2026
<b>Total</b>	<b>\$ 13,256</b>	<b>\$ 13,822</b>	<b>\$ 14,624</b>	<b>\$ 11,180</b>

**Disclaimers:**

- 1- All information is preliminary and subject to audit and revision.
  - 2- The data consists of total taxable motor vehicle fuel gallons sold, less total aviation gallons sold.
  - 3- Actual gallons are net gallons after refunds.
- \* \$2 dollar voluntary registration donation



**Carson City  
Regional Transportation Commission  
Capital Project Information**

Report Date: June 10, 2026

To: Regional Transportation Commission

From: Casey Sylvester, Transportation/Traffic Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303519009 - Roop Street Rehabilitation Project	\$364,331	2
P751021001 - East William Complete Streets Project	\$13,302,364	3
P303522005 - Carson City Multi-Use Path Improvement and Rehabilitation Project	\$1,393,709	4
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$280,153	5
P303523005 - West Carson Vulnerable User Pedestrian Safety Improvement Project	\$231,871	6
P303524002 - District 1 – Carmine Street Rehabilitation Project	\$397,744	7
P303524004 - District 1 – College Pkwy & Airport Road Pavement Preservation Project	\$638,579	8
P303524005 - District 1 – Goni Road Rehabilitation Project	\$168,337	9
P303525001 - District 2 – Little Lane Rehabilitation Project	\$216,191	10
P303525002 - District 2 – Stewart Street Preservation Project	\$139,337	11
P303525003 - District 2 – Fairview Drive Preservation Project	\$32,962	12
P303525004 - District 2 – 5th Street Rehabilitation Project	\$200,239	13
P303525006 - North Lompa Multi-Use Path Extension Project	\$70,577	14
P303525007 - Curry Street Complete Streets Project	\$225,188	15
P303625001 - JAC Transit Stop Lighting Project	\$15,427	16
P303525011 - Ash Canyon Road and Trailhead Project	\$46,911	17
P303526001 - District 3 - 2026 Pavement Preservation Project	\$145,427	18
P303526002 - District 3 - Empire Ranch Road Project	\$55,287	19
P303526003 - District 3 - Fairview Drive Preservation Project	\$133,504	20
P303526005 - District 3 - Butti Way Preservation Project	\$11,913	21
P303526006 - Saliman School Safety Project	\$42,815	22
<b>TOTAL</b>	<b>\$18,112,866</b>	

\*As of May 29, 2026; includes design, construction management, and construction costs to date.

**Project Name:** Roop Street Rehabilitation Project  
**Project Number:** P303519009  
**Department Lead:** Public Works

Project Cost to Date	\$364,331	As of Date	Grant Funded	Total Budget
		May 29, 2026	No	\$3,156,757
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY 19 to FY 24	\$1,473,500
2503035	507010	RT Fund	FY 21	\$169,555
6037510	507010	Redevelopment Capital	FY 24	\$800,000
5103205	507010	Wastewater Utility Fund	FY 21 to FY 26	\$595,000
5203505	507010	Water Fund	FY 22	\$118,702

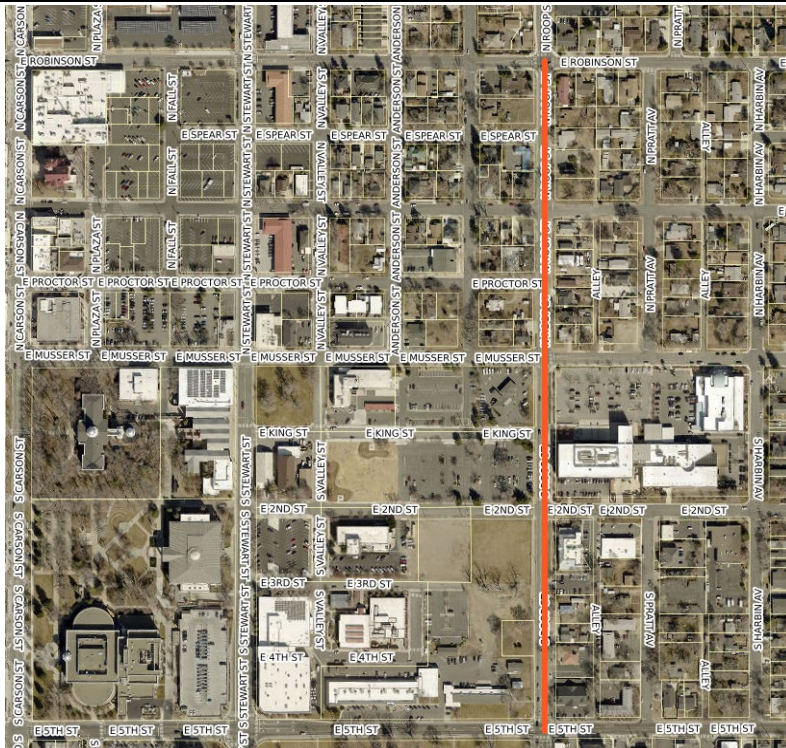
Project Description			
Project Length	0.2 miles of full roadway reconstruction.	TIP I.D.	CC20220008

This project includes the reconstruction of Roop Street, between East 5th Street and Caroline Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities Act (ADA) standards.

**Project Justification**  
 This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

**Project Status**  
 Construction is ongoing. Sidewalk, water line, and stormwater improvements are being constructed. Work is expected to be complete in August of 2026.

Project Schedule			
Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-24	Nov-25	Sep-24
Construction	Apr-26	Jul-27	N/A



**Project Name:** East William Complete Streets Project  
**Project Number:** P751021001  
**Department Lead:** Public Works

Project Cost to Date	\$13,302,364	As of Date	Grant Funded	Total Budget
		May 29, 2026	Yes	\$28,757,507
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
3100615	507010	Infrastructure Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$9,698,295
6037510	507010	Redevelopment Capital	FY 22/23	\$835,175
2503082	431010	Federally Directed Spending	FY 23	\$1,995,250
		Water / Sewer / Stormwater	FY 23/24	\$6,669,787
2105050	500695	Trail Repairs	FY 25	\$159,000

Project Description			
Project Length	1.5 Miles of complete streets improvements	TIP I.D.	CC20210005 CC20220005

The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

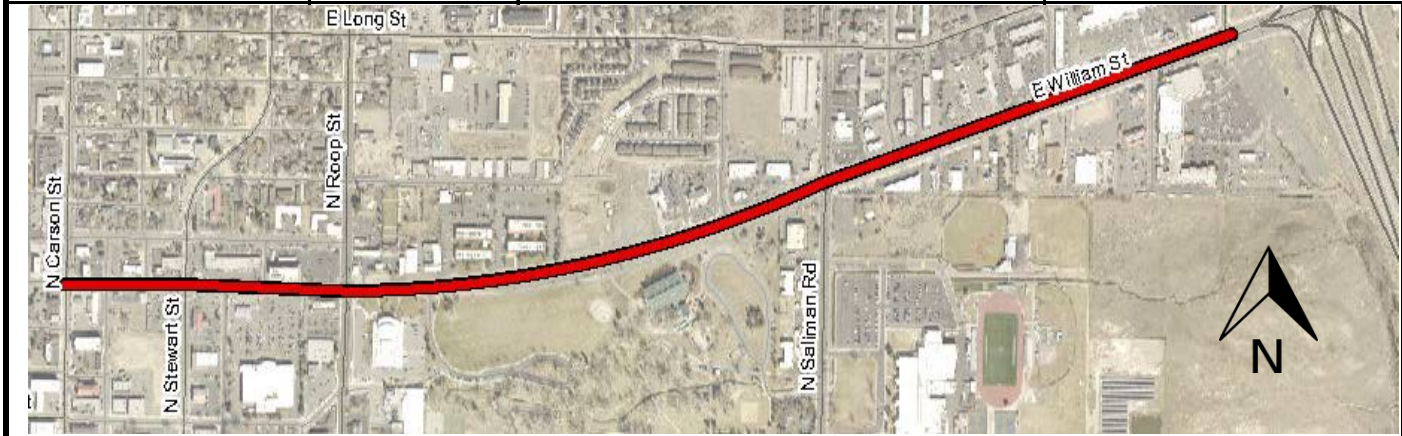
**Project Justification**

William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant for \$9.3 Million. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street improvements.

**Project Status**

The underground utility contract is removing power poles. Granite Construction is continuing utility work, has begun work on the complete street project, and will begin paving operations on the western end of the project in mid June, 2026. Construction will continue through fall of 2026.

Project Schedule			
Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Dec-23	NA
Construction	Fall-25	Dec-26	Dec-24



**Project Name:** Carson City Multi-Use Path Improvement and Rehabilitation Project  
**Project Number:** P303522005  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$1,393,709	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$1,630,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal TAP)	FY 22	\$1,548,500

**Project Description**

<b>Project Length</b>	7 miles rehabilitated path	<b>TIP I.D.</b>	CC20210009
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This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

**Project Justification**

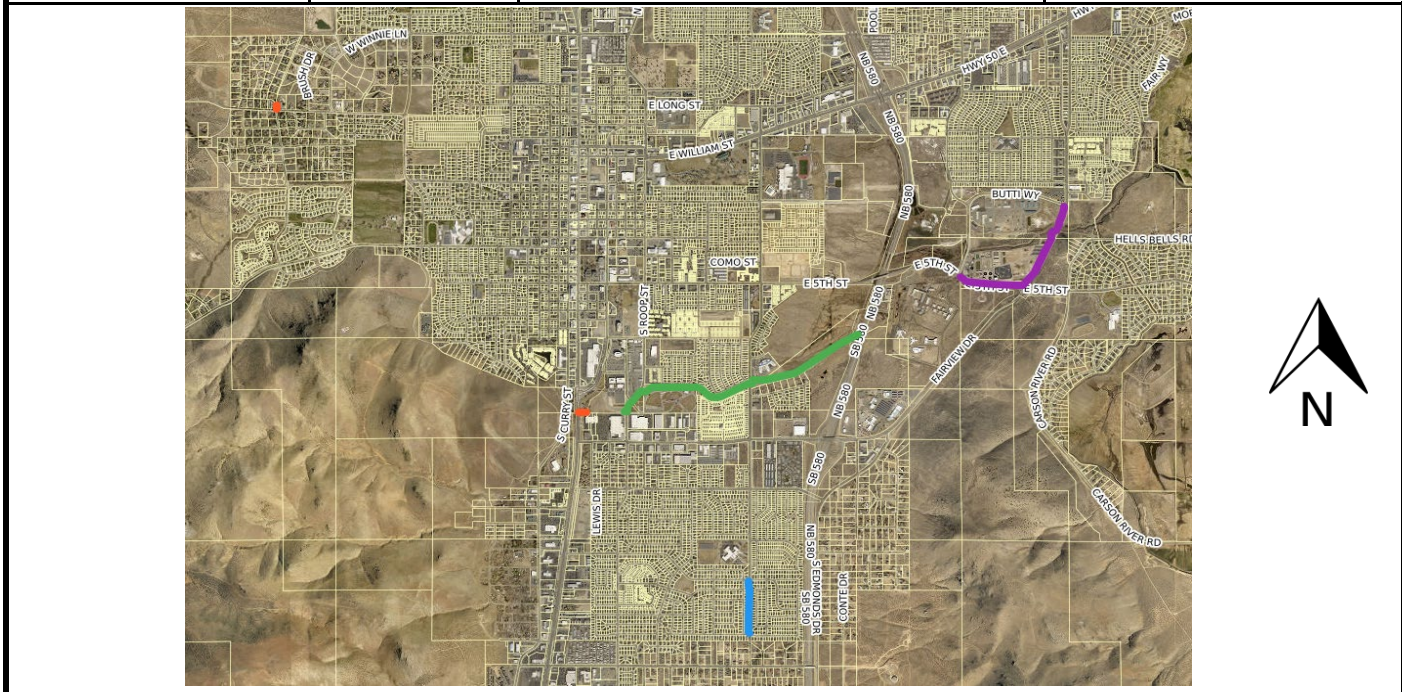
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

Construction is complete. Retention is expected to be released in June, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Dec-23	Nov-22
Construction	May-25	Nov-25	Sep-24



**Project Name:** Appion Way Traffic Signal and Intersection Improvement Project  
**Project Number:** P751021002  
**Department Lead:** Public Works

Project Cost to Date	\$280,153	As of Date	Grant Funded	Total Budget
		May 29, 2026	No	\$1,706,400
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22 / FY 24	\$300,000
2503082	431010	Federally Directed Spending	FY 23	\$1,100,000
2503082	475100	Developer Contribution	FY 22	\$248,400

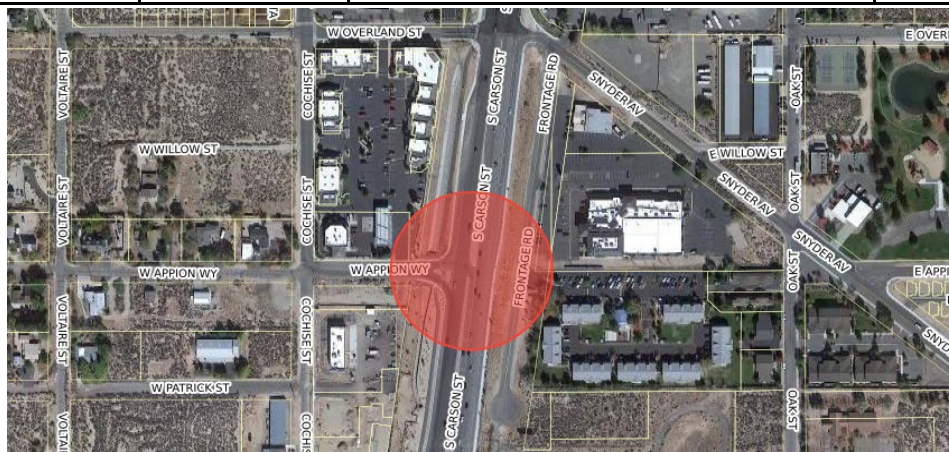
Project Description			
Project Length	New signal at S. Carson Street and Appion Way	TIP I.D.	CC20220001

Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

**Project Justification**  
 Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 53.

**Project Status**  
 Construction is expected to begin in July, 2026.

Project Schedule			
Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Jun-23	NA
Construction	Jul-26	Oct-26	Feb-25



**Project Name:** West Carson Vulnerable User Pedestrian Safety Improvement Project  
**Project Number:** P303523005  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$231,871	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$2,095,216
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503082	431010	Federally Directed Spending	FY 23	\$1,500,000
2503035	500480	Street Repair	FY 25	\$318,900
2503035	507010	RT Fund	FY 23	\$276,316

**Project Description**

<b>Project Length</b>	0.7 miles of slurry seal and ADA upgrades	<b>TIP I.D.</b>	XS20220006
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This project outlines improvements in sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements. Intersection enhancements may include additional signing or striping, curb ramps and extensions, additional crosswalks, and raised pedestrian crossings. Along with pedestrian and bicycle improvements, roadway improvements will include a preservation treatment. The Project area is between Musser St, Telegraph St, Thompson St, and W 5th Street, which are all in the Carson Middle School and Bordewich Bray Elementary School area.

**Project Justification**

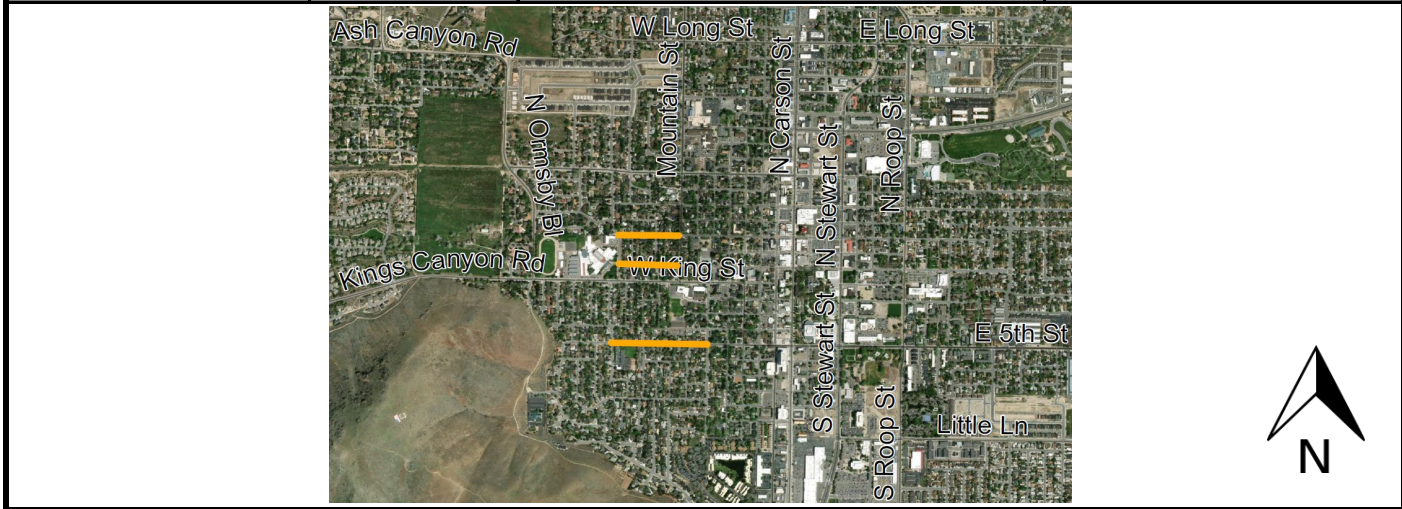
The proposed project will improve pedestrian and bicycle safety near Carson Middle School and Bordewich Bray Elementary School to promote safe and accessible transportation options for students, staff, and community members. The project aligns with the City's vision of promoting active transportation and creating a safe and healthy community, making it a crucial investment in the safety and well-being of the community and its students. The Project is supported by the Safe Routes to School Master Plan.

**Project Status**

The final public meeting was held with the contractor in attendance on May 20, 2026. Construction is expected to start on June 1, 2026. Work will begin on Telegraph Street and Musser Street prior to moving to W. 5th Street.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-23	Sep-25	Feb-23
Construction	Jun-26	Sep-26	Nov-25



**Project Name:** District 1 - Carmine Street Rehabilitation Project  
**Project Number:** P303524002  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$397,744	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$1,468,898
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 24	\$193,000
2750620	507010	Grants Fund (Federal-CDBG)	FY 24-25	\$325,854
5053702	507010	Stormwater Utility	FY 25-26	\$825,898
2750620	507010	Grants Application (Federal-CDBG)	FY 25	\$124,146

**Project Description**

**Project Length** | 0.5 Miles of ADA updates | **TIP I.D.** | CC202300005

Reconstruction of Carmine Street between Lompa Lane and Airport Road. The projects scope includes development of 15% complete streets design plans as well as the final design and construction of sidewalk and ADA improvements to meet the requirements of the grant funding.

**Project Justification**

The project was identified as a priority for District 1. Several factors were evaluated in the process including: pavement condition, presence of bus route, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with utilities. The project has also received federal Community Development Block Grant funding for necessary sidewalk and pedestrian connectivity. Construction of limited sidewalk and ADA upgrades stretches the available funding that can be used for future roadway reconstruction.

**Project Status**

Construction is ongoing. The stormwater line is in place with one manhole remaining. Sidewalk work is expected to begin the 2nd week of June. The project is expected to be complete in July, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-24	Nov-25	N/A
Construction	Apr-26	Jul-26	N/A



**Project Name:** District 1 – College Pkwy & Airport Road Pavement Preservation Project  
**Project Number:** P303524004  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$638,579	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	No	\$2,659,727
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 24-26	\$1,195,500
2535005	507010	V&T Infrastructure Fund	FY 24-26	\$1,464,227

**Project Description**

<b>Project Length</b>	2.5 miles of pavement preservation	<b>TIP I.D.</b>	CC20210003
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This is a pavement preservation project (Chip Seal) of Airport Road and College Parkway. Airport Road - College Pkwy and Hwy 50. It also includes miscellaneous sidewalk revisions, roadside improvements, and signing and striping. College Parkway - Between N. Lompa Lane and Hwy 50. In addition, signing and striping improvements.

**Project Justification**

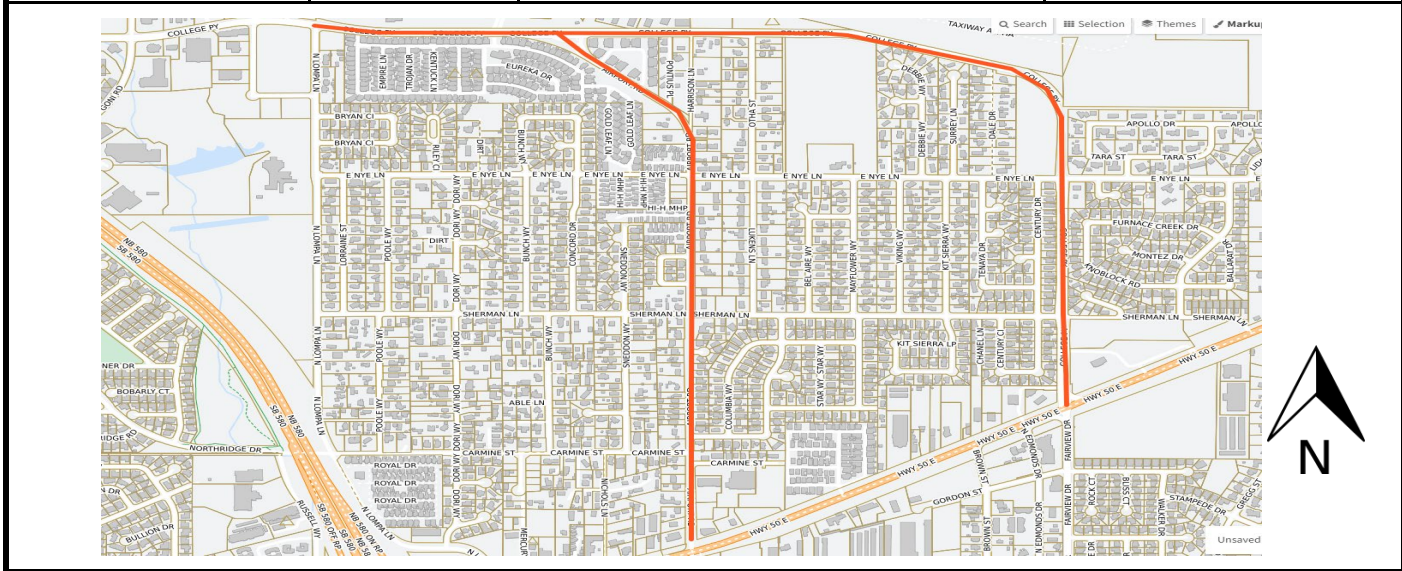
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Airport Road and College Pkwy was selected. A chip seal was selected based on the existing cracking and PCI of the road.

**Project Status**

Construction is ongoing. Patching is completed, and so is the sidewalk work. Resurfacing is expected to begin the 1st week of June. The project is expected to be complete in July, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Jul-25	N/A
Construction	Feb-26	Aug-26	TBD



**Project Name:** District 1 – Goni Road Rehabilitation Project  
**Project Number:** P303524005  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$168,337	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	No	\$2,916,935
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 24	\$2,916,935

**Project Description**

<b>Project Length</b>	0.6 miles of pavement rehabilitation	<b>TIP I.D.</b>	CC20240003
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Project includes milling and paving on Goni Rd from College Pkwy to Arrowhead with intersection modifications. Developer Contributions of \$27,300 are included in the project budget.

**Project Justification**

Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Goni Road was selected for funding. The project was approved by the RTC board in February of 2024.

**Project Status**

The 60% design review is expected to begin in June, 2026. Staff is reviewing designs for possible intersection modifications at Goni Road and College Parkway and will bring a project status to the RTC later this year.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-24	Dec-26	N/A
Construction	Mar-27	Dec-27	TBD



**Project Name:** District 2 – Little Lane Rehabilitation Project  
**Project Number:** P303525001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$216,191	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	No	\$1,718,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 25	\$213,732
2535005	507010	V & T Fund	FY 25	\$1,004,268
2503035	507010	STBG	FY 26	\$500,000

**Project Description**

<b>Project Length</b>	0.25 miles of road rehab & 0.25 miles preservation	<b>TIP I.D.</b>	CC20240009
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This project will reconstruct and preserve pavement sections along Little Lane and will make the surface uniform with consistent striping between Roop Street and Saliman Road. The project also includes required ADA upgrades.

**Project Justification**

Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. This project was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. This project will provide continuity in striping on a corridor that is currently inconsistent in application.

**Project Status**

Design is complete and the project is expected to advertise for bids in July, 2026. Staff is waiting to release of the NDOT and Notice to Proceed.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-24	Nov-25	N/A
Construction	Aug-26	Nov-26	TBD



**Project Name:** District 2 – Stewart Street Preservation Project  
**Project Number:** P303525002  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$139,337	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$879,240
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 25	\$879,240

**Project Description**

<b>Project Length</b>	0.9 mile pavement preservation.	<b>TIP I.D.</b>	No
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This is a pavement preservation project on Stewart Street between William Street and Little Lane. It includes pavement patching and slurry seal as well as pedestrian safety and signing and striping.

**Project Justification**

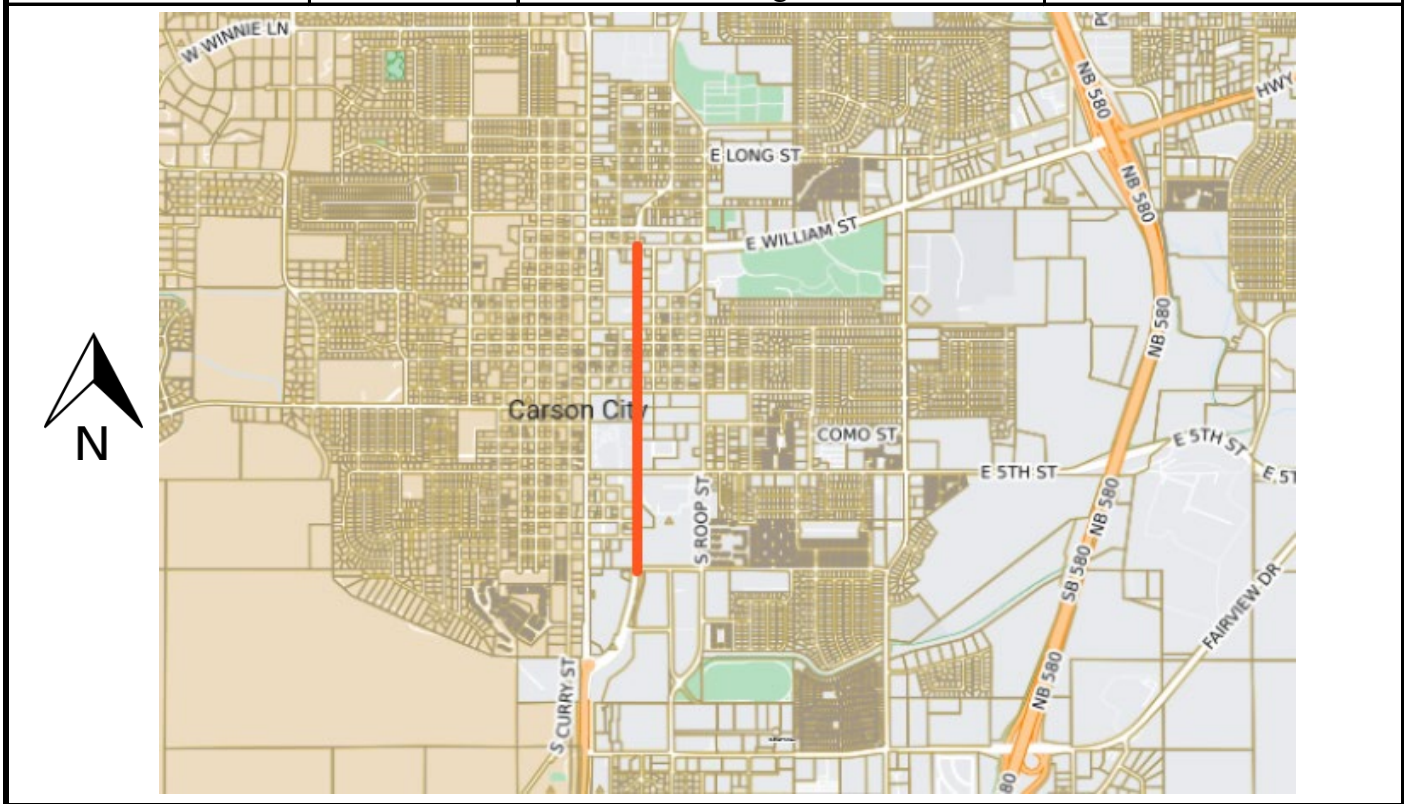
Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

**Project Status**

Construction is ongoing. Pavement patching and sidewalk work were completed. Resurfacing is expected to begin the 1st week of June. The project is expected to be complete in July, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Dec-24	Aug-25	N/A
Construction	Feb-26	Aug-26	N/A



**Project Name:** District 2 – Fairview Drive Preservation Project  
**Project Number:** P303525003  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$32,962	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$552,125
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 25	\$529,125
5103205	507010	Wastewater Utility Fund	FY 25	\$23,000

**Project Description**

<b>Project Length</b>	0.9 mile pavement preservation.	<b>TIP I.D.</b>	No
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This is a pavement preservation project that will slurry seal Fairview Drive between Roop Street and the southbound ramps of the I-580 Interchange. Project to include striping, traffic loops, and adjustments to manholes.

**Project Justification**

Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

**Project Status**

Construction is ongoing. Patching and utility adjustments were completed in May. Resurfacing is expected to begin the 1st week of June. The project is expected to be complete in July, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-24	Jun-25	N/A
Construction	Feb-26	Aug-26	N/A



**Project Name:** District 2 – 5th Street Rehabilitation Project  
**Project Number:** P303525004  
**Department Lead:** Public Works

Project Cost to Date	\$200,239	As of Date	Grant Funded	Total Budget
		May 29, 2026	Yes	\$2,471,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 25	\$1,083,000
5103205	507010	Wastewater Utility Fund	FY 25	\$1,388,000

**Project Description**

Project Length	0.42 miles of pavement rehabilitation	TIP I.D.	No
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The project scope includes replacement of sewer line under 5th Street near the intersection with Carson Street and rehabilitation of roadway surface between Carson Street and Roop Street. Project will include striping, required ADA improvements, and traffic loops.

**Project Justification**

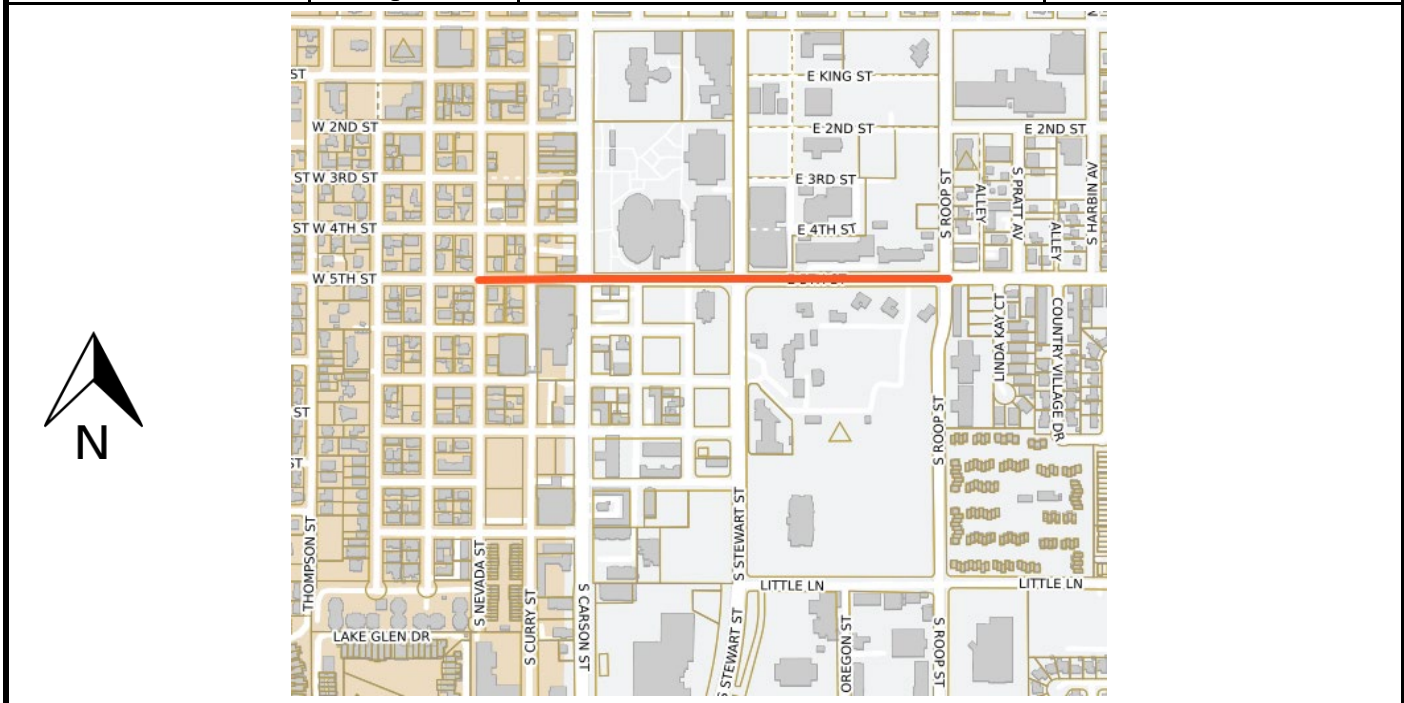
Staff evaluated several potential projects within District 2 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes sewer work.

**Project Status**

The final plans are complete. Advertisement expected to occur after utility work related to the Legislative Counsel Bureau parking garage project in late 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-24	Aug-25	N/A
Construction	Apr-27	Nov-27	N/A



**Project Name:** North Lompa Multi-Use Path Extension Project  
**Project Number:** P303525006  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$70,577	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$871,250
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	431010	Federal Grants (TAP)	FY 25	\$766,000
2503035	507010	RT Fund	FY 25	\$105,250

**Project Description**

<b>Project Length</b>	0.29 miles of multi-use path construction.	<b>TIP I.D.</b>	C20220011
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This project will construct a multi-use path and widen sidewalks along US 50. This 1150' section of multi-use path will connect existing multi-use path terminus at Lompa Lane / Modoc Court intersection to US 50. The existing US 50 sidewalk will be widened between the new path terminus at US 50 near the I-580 northbound off-ramp and Lompa Lane.

**Project Justification**

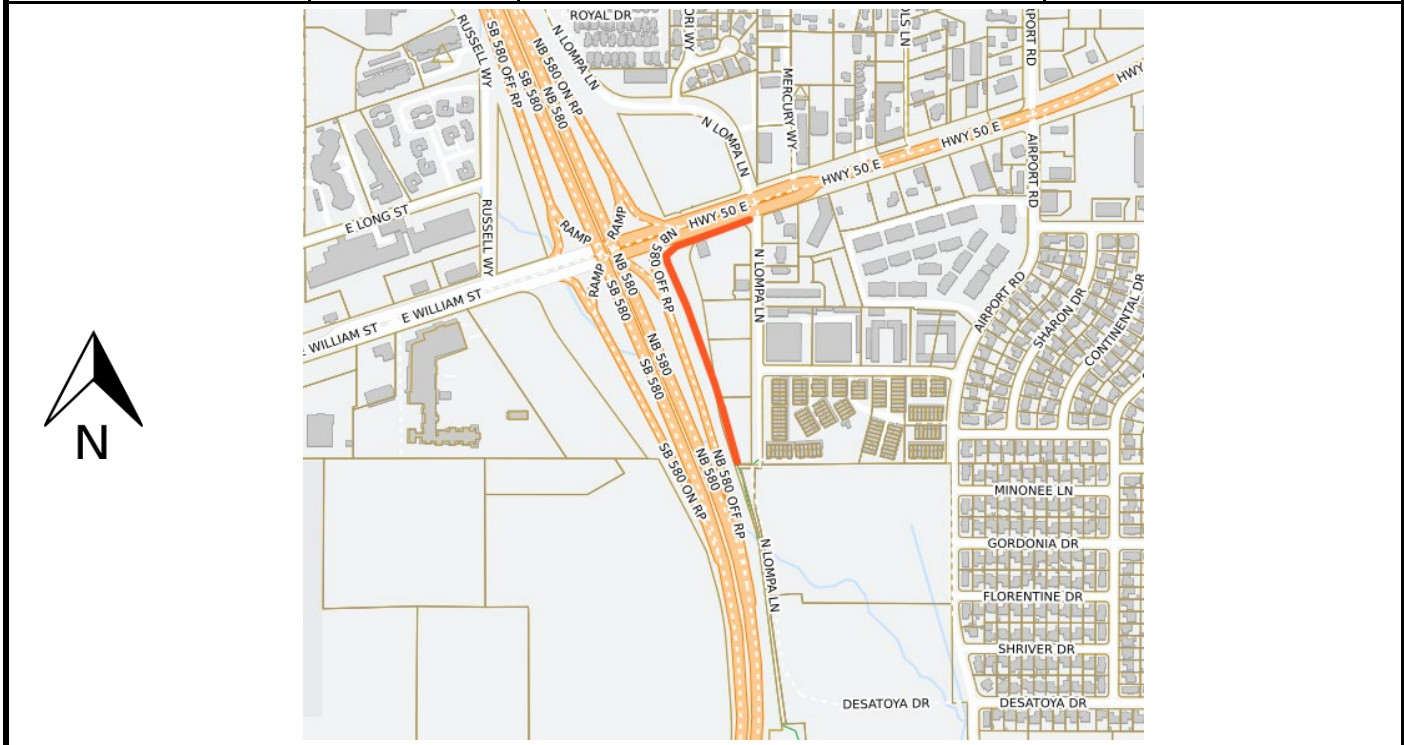
This project is in line with the City's Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is primarily funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

Design is complete and the project is expected to advertise for bids in July, 2026. Staff is waiting for release of the NDOT Permit and Notice to Proceed.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-24	Mar-26	Aug-24
Construction	Oct-26	Aug-27	TBD



**Project Name:** Curry Street Complete Streets Project  
**Project Number:** P303525007  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$225,188	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$4,791,442
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503082	431010	Federally Directed Spending	25	\$2,600,000
2503035	507010	RT Fund	25	\$212,801
2503035	507010	STBG	25	\$1,978,641

**Project Description**

<b>Project Length</b>	0.63 miles of complete street enhancements	<b>TIP I.D.</b>	CC2023004
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The Curry Street Complete Street Improvement Project aims to widen and reconstruct the road to include bike lanes, provide new pedestrian connections, enhance street lighting, and provide additional stormwater infrastructure crucial for preventing flooding and preserving the natural environment between Rhodes Street and the northern edge of the USFS parcel, APN 00306309. Carson City has received congressional designated funding and federal STBG funding for the purpose of this project.

**Project Justification**

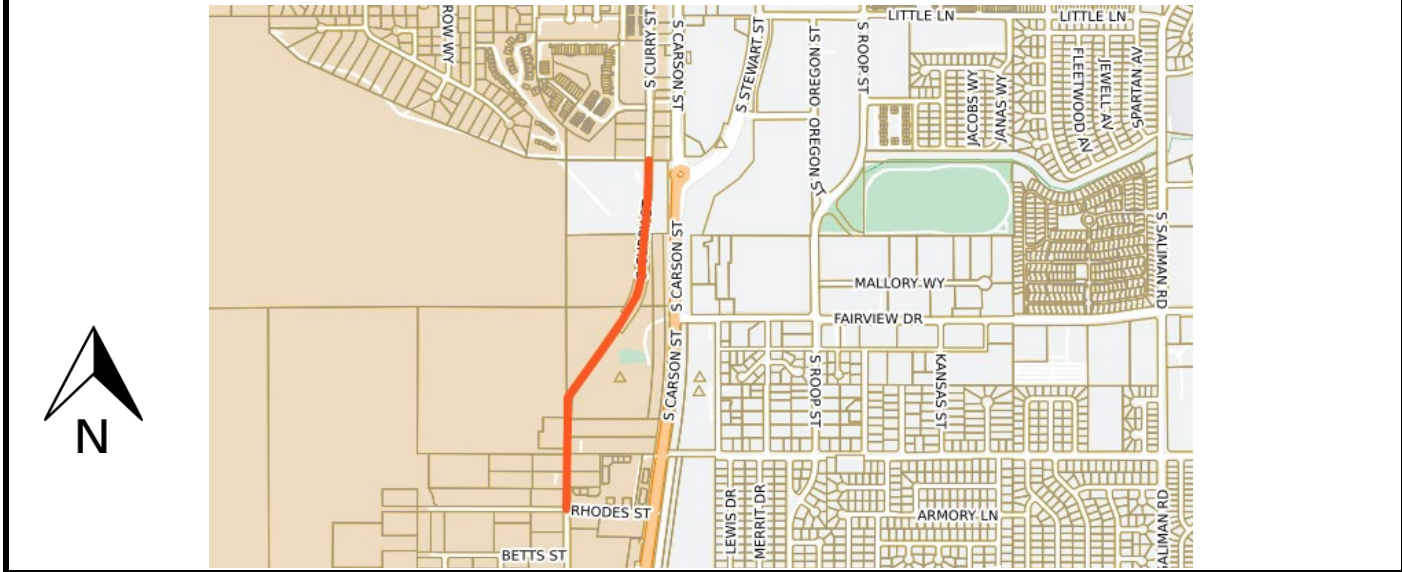
Curry Street includes bike and pedestrian facilities to the south and north of the project area. In the project area, Curry Street has horizontal and vertical curves and access to a minor trailhead. In order to better serve all users of Curry Street in this area, to provide connectivity for existing facilities, and to promote safety at this high-speed, low-sight-distance location, geometric changes are necessary. Carson City has received congressionally designated funding to improve safety and connectivity through complete street elements on Curry Street at this location.

**Project Status**

The cultural resource investigation is ongoing with extensive coordination occurring between NDOT, FHWA, and HUD. The 30% design review is expected to be in August of 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jun-25	Feb-27	Jun-25
Construction	May-27	Aug-28	TBD



**Project Name:** JAC Transit Stop Lighting Project  
**Project Number:** P302625001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$15,427	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$354,468
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2253026	507712	FTA Grant NV-2022-003	25	\$244,817
2253026	507712	FTA Grant NV-2020-007	25	\$48,447
2250091	507712	Facility Upgrade Match	25	\$61,204

**Project Description**

<b>Project Length</b>	City wide	<b>TIP I.D.</b>	N/A
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This project will replace bus stop signs at transit stops across the city and provide lighting at selected transit stops across the city.

**Project Justification**

This project will utilize FTA grant dollars to improve, repair, and enhance transit stops across Carson City, and improve the rider experience.

**Project Status**

Construction is expected to begin in July, 2026.

**Project Schedule**

<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>
Design	May-25	Nov-25	N/A
Construction	Jul-26	Oct-26	TBD

**City Wide**

**Project Name:** Ash Canyon Road and Trailhead Project  
**Project Number:** P303525011  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$46,911	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$445,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	25	\$35,000
2503035	507010	RT Fund	26	\$150,000
5053705	507010	Stormwater Drainage Fund	26	\$200,000
2545047	507010	Quality of Life - Open Space	26	\$60,000

**Project Description**

<b>Project Length</b>	Trailhead & 0.38 miles of reconstruction	<b>TIP I.D.</b>	CC20220009
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Project will remove existing roadway surface and replace with asphalt roadway from edge of existing pavement near Wellington Way to the western edge of parcel 007-610-02, and will construct a trailhead parking lot in parcel 007-101-55. This project will be mostly funded by a Federal Lands Access Program (FLAP) Grant and will be designed and contracted by Central Federal Lands (CFL).

**Project Justification**

This project was developed in cooperation with Carson City Parks, Recreation, and Open Space (PROS) to address parking, stormwater, and land access concerns in the vicinity of Ash Canyon Road. The RTC was awarded funding in November of 2024 for a tentative amount of \$5,390,000 plus a local match of \$410,000. Local match is paid from the Regional Transportation Fund, Stormwater Drainage fund, and the Quality of Life - Open Space Fund, all in Fiscal Year 26. This project will pave the road section that currently has a road surface of asphalt grindings, address stormwater deficiencies, and build a designated trailhead.

**Project Status**

Changes to staff at the FHWA Central Federal Lands Division have slightly delayed the project. The 30% design review will be in June, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-25	Nov-26	N/A
Construction	Mar-27	Dec-27	N/A



**Project Name:** District 3 - 2026 Pavement Preservation Project  
**Project Number:** P303526001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$145,427	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$2,324,129
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507102	RT Fund	26	\$2,281,129
5203505	507102	Water Fund	26	\$20,900
5053705	507102	Stormwater Utility	26	\$22,100

**Project Description**

<b>Project Length</b>	5.24 mile pavement preservation.	<b>TIP I.D.</b>	No
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This D3 preservation project will patch and slurry seal Hells Bells Rd, Marsh Rd, S Edmonds Dr, Race Track Rd, Copper Mtn Dr, Cone Peak Dr, Arc Dome Dr, Martis Peak Dr, Sawtooth Ridge Dr, and Montgomery Pass Ct and will mill and overlay S Edmonds Dr north of Damon Rd. This project includes both local and regional roads.

**Project Justification**

Staff evaluated several potential projects within District 3 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

**Project Status**

The bids closed on May 28th and the project is expected to be awarded at the June RTC.

**Project Schedule**

<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>
Design	Oct-25	Apr-26	N/A
Construction	Aug-26	Nov-26	N/A



**Project Name:** District 3 - Empire Ranch Road Project  
**Project Number:** P303526002  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$55,287	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$1,884,100
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507102	RT Fund	26	\$390,175
2503035	500480	Street Repairs	26	\$360,000
5203505	507102	Water Fund	26	\$1,045,925
5053705	507102	Stormwater Utility	26	\$88,000

**Project Description**

<b>Project Length</b>	0.22 Miles of pavement rehabilitation	<b>TIP I.D.</b>	No
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This District 3 local road rehabilitation project will remove existing pavement, base material, and natural soil as needed, and will then replace with new base material and asphalt along Empire Ranch Road between US 50 and Morgan Mill Road. The scope of work also includes waterline replacement and minor stormwater improvements to replace culverts and line ditches.

**Project Justification**

Staff evaluated several potential projects within District 3 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. This deteriorated *collector* -esque road will be rehabilitated to provide an adequate road surface moving forward.

**Project Status**

The 60% design review is expected to be in June, 2026.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-25	Sep-26	N/A
Construction	May-27	Oct-27	N/A



**Project Name:** District 3 - Fairview Drive Preservation Project  
**Project Number:** P303526003  
**Department Lead:** Public Works

Project Cost to Date	\$133,504	As of Date	Grant Funded	Total Budget
		May 29, 2026	Yes	\$1,803,406
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507102	V&T Infrastructure Fund	26	\$544,879
2503035	431010	HSIP	26	\$906,342
5103035	507102	Wastewater Utility Fund	26	\$20,400
5203502	507102	Water Utility Fund	26	\$21,600
2503035	507102	RT Fund	26	\$310,185

**Project Description**

<b>Project Length</b>	1.4 miles of pavement preservation	<b>TIP I.D.</b>	CC20240007
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This District 3 regional road preservation project will repair and patch cracking and resurface Fairview Dr between US 50 and 5th St. This project includes pedestrian safety improvements at the intersections of College Pkwy and Imperial St; College Pkwy and Northgate Dr; College Pkwy and Airport Rd; Fairview Dr and Desatoya Dr; Fairview Dr and Gordon St; and Fairview Dr and S Edmonds Dr.

**Project Justification**

Staff evaluated several potential projects within District 3 to prioritize a project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, road functional classification, potential funding sources, safety, ADA compliance, traffic volume, & coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory PCI & avoid rapid deterioration of this collector roadway. This project includes pedestrian safety project identified by staff & approved by the RTC. The safety improvements are consistent with CAMPO's Local Road Safety Plan. The construction of safety improvements will be funded using HSIP funds awarded to Carson City in September, 2025.

**Project Status**

The 60% design review is underway.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-25	Nov-26	N/A
Construction	May-27	Oct-27	TBD



**Project Name:** District 3 - Butti Way Preservation Project  
**Project Number:** P303526005  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$113,767	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		May 29, 2026	Yes	\$580,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507102	RT Fund	26	\$508,000
2253082	431010	FTA Grants	26	\$72,000

**Project Description**

<b>Project Length</b>	0.9 miles of pavement preservation	<b>TIP I.D.</b>	No
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The project is located in Performance District 3 and will perform preservation treatments, including crack sealing, crack repair, and surface treatment on Butti Way and Airport Road. Project will include ADA enhancements to existing sidewalk at the JAC facility.

**Project Justification**

Staff evaluated several potential projects within District 3 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

**Project Status**

The bids closed on May 28th and the project is expected to be awarded at the June RTC.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-25	Apr-26	N/A
Construction	Aug-26	Nov-26	N/A



**Project Name:** Saliman School Safety Project  
**Project Number:** P303526006  
**Department Lead:** Public Works

Project Cost to Date	\$42,815	As of Date	Grant Funded	Total Budget
		May 29, 2026	Yes	\$879,300
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	431010	HSIP	26	\$689,034
2503035	507102	RT Fund	26	\$190,266

**Project Description**

<b>Project Length</b>	Along Saliman Road at school sites	<b>TIP I.D.</b>	CC20250001
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This project will use Highway Safety Improvement Program (HSIP) funds to make safety improvements on school zone sections of Saliman Road. This project will include flashers, radar speed signs, median curbing, ADA curb ramps, and striping. The HSIP funding is only for construction and requires a 5% local match. All local funds will be RTC safety funds. This is a federally funded project.

**Project Justification**

The proposed project will improve safety for vehicles and vulnerable users along high traffic school zones along Saliman Road. The project aligns with the City's vision of promoting active transportation and creating a safe and healthy community. The project recommendations are supported by the Carson City Safe Routes to School Action Plan and the CAMPO Local Road Safety Plan.

**Project Status**

The 60% design review is complete. The 90% design review will be in June, 2026. Coordination with NV Energy is occurring as well as coordination with the School District.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-25	Aug-26	N/A
Construction	Mar-27	Aug-27	TBD

