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

Day: Monday
Date: November 16, 2026
Time: Beginning immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 pm
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

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

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

1. Call to Order - Regional Transportation Commission

2. Roll Call

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

4. For Possible Action: Approval of Minutes - October 14, 2026

4.A Minutes for October 14, 2026
Click Here for Staff Report

5. Public Meeting Item(s):

5.A For Possible Action - Discussion and possible action regarding (1) a proposed Amendment No. 3 ("Amendment") to Highway Agreement No. PR499-24-063

("Agreement") with the Nevada Department of Transportation ("NDOT") with the Amendment increasing construction funds to the Lompa Multi-Use Path Project ("Project") through $149,338 in additional Transportation Alternatives Program ("TAP") funds, plus a 5 percent local match of $7,860, for a total increase of $157,198 to construction costs resulting in a revised total construction cost of $1,072,048; and (2) authorization for the Transportation Manager to execute the Amendment as well as any future amendments to the Agreement regarding extensions of time or changes in funding that do not increase the total amount by more than 10 percent. (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. 27300194 ("Contract") for the Lompa Multi-Use Path Extension Project ("Project") to SNC for the amount of $993,007, contingent upon additional funding being approved by the Regional Transportation Commission ("RTC") in agenda item 5.A; and (2) authorization for the Public Works Director to approve an 8 percent contingency amount of $79,441 for a total not-to-exceed amount of $1,072,448. (Casey Sylvester, Transportation/Traffic Engineer)
Click Here for Staff Report

5.C For Discussion Only – Discussion and presentation regarding updates to the Carson City Public Works Speed Limit Policy and Procedure ("Policy"). (Chris Martinovich, Transportation Manager)
Click Here for Staff Report

5.D For Possible Action – Discussion and possible action regarding (1) a Transit Authority Provider Application Access Agreement ("Provider Agreement") with SafeRide Inc. ("SafeRide") allowing Jump Around Carson ("JAC") access to the SafeRide Platform used for Non-Emergency Medical Transportation ("NEMT") trip request and scheduling of Medicaid eligible individuals; (2) a Subcontractor Business Associate Agreement ("Business Agreement") with SafeRide which outlines the roles and responsibilities or the Carson City Regional Transportation Commission ("RTC") regarding protected health information ("PHI"); and (3) authorization for the Transportation Manager to sign the Provider Agreement and the Business Agreement. (Marcus Myers, Transit Coordinator)
Click Here for Staff Report

5.E For Discussion Only – Discussion and presentation regarding the Jump Around Carson ("JAC") Fiscal Year ("FY") 2026 Monitoring Report ("Report"). (Marcus Myers, Transit Coordinator)
Click Here for Staff Report

6. Non-Action Items:

6.A Transportation Manager's Report (Chris Martinovich, Transportation Manager)
Click Here for Staff Report

6.B September Street Operations and Control Systems Reports (Chris Martinovich,

Transportation Manager)
Click Here for Staff Report

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

7. Public Comment:**

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

8. For Possible Action: To Adjourn

AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:

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

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

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

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

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

This agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

www.carsoncity.gov/granicus

https://notice.nv.gov

STAFF REPORT

Report To: **Meeting Date:** November 16, 2026

Staff Contact:

Agenda Title: Minutes for October 14, 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):
10-14-2026 Draft Minutes (RTC).pdf

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

_____
(Vote Recorded By)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION
Draft Minutes of the October 14, 2026 Meeting
Page 1

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.), on October 14, 2026 in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

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

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

(4:59:00) – Chairperson Bagwell called the meeting to order at 4:59 p.m.

2. ROLL CALL

(4:59:10) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:59:23) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – SEPTEMBER 9, 2026

(4:49:38) – Chairperson Bagwell introduced the item and entertained corrections and/or a motion. Commissioner Costa requested that the September 9, 2026 minutes include the specific corrections made to the August 12, 2026 minutes regarding the vehicle testing program.

(5:00:53) – MOTION: Vice Chair Schuette moved to approve the minutes of the September 9, 2026 RTC meeting as amended. 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 THE JUMP AROUND CARSON ("JAC") FEDERAL FISCAL YEAR ("FFY") 2027-2030 TRANSIT ASSET MANAGEMENT ("TAM") PLAN.

(5:01:29) – Chairperson 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 presented Jump Around Carson (JAC)'s FY 2027-2030 Transit Asset Management Plan, covering asset inventory, condition assessments, decision-support tools, and investment priorities. He noted that two additional vehicles were planned for retirement without replacement, consistent with the approved transit development.

(5:02:02) – Commissioner Costa asked about oversight, vehicle inspections, and maintenance tracking. Mr. Myers explained that contractors supervised driver pre-trip inspections, while City fleet staff conducted annual inspections and tracked maintenance through software and internal monitoring.

5.B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) HIGHWAY AGREEMENT NO. PR384-26-063 ("AGREEMENT") WITH THE NEVADA DEPARTMENT OF TRANSPORTATION ("NDOT") TO PARTIALLY FUND THE CONSTRUCTION OF THE DISTRICT 4 SOUTH CARSON STREET PRESERVATION PROJECT ("PROJECT") THROUGH $790,688 IN SURFACE TRANSPORTATION BLOCK GRANT ("STBG") FUNDS, PLUS A 5 PERCENT LOCAL MATCH OF $41,615, AND $1,214,197 IN ADDITIONAL FUNDING OUTSIDE OF THE AGREEMENT, FOR A TOTAL PROJECT COST OF $2,046,500; AND (2) AUTHORIZATION FOR THE TRANSPORTATION MANAGER TO EXECUTE THE AGREEMENT AS WELL AS ANY FUTURE AMENDMENTS TO THE AGREEMENT REGARDING EXTENSIONS OF TIME OR CHANGES IN FUNDING THAT DO NOT INCREASE THE TOTAL AMOUNT BY MORE THAN 10 PERCENT.

(5:08:34) – Chair Bagwell introduced the item. Transportation/Traffic Engineer Casey Sylvester referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. Mr. Sylvester noted that planned safety improvements included adjustments to the multi-use path at Clearview and the pedestrian flasher at Moses Street.

(5:10:38) – Commissioner Novak requested coordination with the Nevada Department of Transportation (NDOT) to address deteriorated pavement near Stewart Street and Little Lane.

(5:11:48) – MOTION: Vice Chair Schuette moved to approve the agreement as presented and to authorize the Transportation Manager to execute the agreement as well as any future amendments to the agreement regarding extensions of time or changes in funding that do not increase the total amount by more than 10 percent. The motion was seconded by Commissioner Maloney and carried 5-0-0.

5.C FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING POLICY, COSTS, AND RESPONSIBILITIES FOR ROADWAY PAVEMENT CUTTING AND PATCHING IN CARSON CITY, INCLUDING A DRAFT CARSON CITY PAVEMENT CUT AND PATCHING FEE POLICY ("POLICY").

(5:12:36) – Chair 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 a proposed policy to discourage pavement cuts on roads less than five years old. He stated that the proposal used a $15-per-square-foot base calculation, adjusted by pavement age and patch size, potentially reaching four times the base amount. Mr. Martinovich stated that the proposed fee would be additional to existing permit and patching charges, noting that applicants could still perform their own patches. He stated that revenue would support the City's Street Maintenance Fund.

(5:17:07) – Commissioner Novak supported better coordination with utilities and project applicants to avoid cutting newly paved roads.

(5:18:30) – Chair Bagwell requested further discussion on repair standards, inspection, warranties, and how collected fees would be used.

(5:20:28) – Commissioner Costa favored having the City handle patching and charging applicants accordingly, rather than relying on outside parties to complete durable repairs.

(5:29:44) – Chair Bagwell requested an analysis of the previous three years of cuts, including which projects and entities would have been charged, to assess economic impacts before advancing the policy.

(5:31:25) – Vice Chair Schuette requested data on past pavement cuts, their purposes, and the resulting costs and road impacts.

(5:33:59) – Commissioner Maloney opposed the proposed fee, arguing it could discourage economic development and burden businesses needing essential utility work. She recommended improving coordination and patch inspections instead.

(5:34:34) – Mr. Martinovich asked about avoiding pavement cuts within five years, improving coordination, and determining whether the City should handle patching or continue allowing applicants to complete repairs. Chair Bagwell requested data on recent street cuts.

(5:36:05) – Commissioner Maloney emphasized the need for adequate pavement repairs.

(5:36:26) – Commissioner Novak asked whether the City had capacity to handle patching. Mr. Martinovich suggested using an on-call contractor or City staff.

5.D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING REVISIONS THE REGIONAL TRANSPORTATION COMMISSION ("RTC") POLICIES AND PROCEDURES ("RTC POLICY").

(5:37:19) – Chair Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, pertaining to item 5.d, advised of no disqualifying conflict of interest, and stated that she would be participating and voting on the matter.

(5:38:12) – Mr. Martinovich referenced the Staff Report and Supporting Materials, all of which are incorporated into the record, and provided background. He presented RTC policy revisions to align procedures with current agreements and policies.

(5:39:29) – Commissioner Costa asked how budgets were developed and whether they reflected actual maintenance needs. Mr. Martinovich explained the RTC's role in maintenance policy direction and budget review. Commissioner Costa asked how budgets were developed and whether they reflected actual maintenance needs. Mr. Martinovich explained that budgets were based on projected revenues, expenditures, and fixed costs. He clarified that the referenced interlocal agreement provision was not being amended.

(5:43:02) – Commissioner Novak asked about a separate transit advertising policy. Mr. Martinovich confirmed that an updated policy would be presented separately.

(5:43:40) – MOTION: Commissioner Maloney moved to approve the revisions to the RTC policies and procedures. The motion was seconded by Commissioner Novak and carried 5-0-0.

6. NON-ACTION ITEMS

6.A TRANSPORTATION MANAGER'S REPORT

(5:39:18) – Mr. Martinovich announced the November 4 North Carson Street public meeting, transit updates, a proposed student transit voucher pilot, District 5 pavement analysis, and upcoming agenda items.

(5:46:18) – Chair Bagwell supported the proposed student transit program to help reduce absenteeism.

6.B AUGUST OPERATIONS AND CONTROL SYSTEMS REPORTS

(5:48:00) – Mr. Martinovich reported that there were no additional highlights. Chair Bagwell praised staff's work and the report's transparency for the public. Commissioner Novak thanked staff for hauling bins as part of the wildland fuel reduction program.

6.C OTHER COMMENTS AND REPORTS

(5:48:34) – Chair Bagwell invited discussion of the project status report and praised its detail regarding project funding. Commissioner Costa asked about delays to the Goni Road Rehabilitation project, noting the extended design period and anticipated construction dates.

(5:50:27) – Mr. Sylvester explained that staff would provide a more detailed project update at the upcoming RTC meeting once additional information was available.

(5:51:53) – Commissioner Novak noted delays in construction billings and asked whether final project costs would be within budget. He requested a review of the William Street project to identify lessons learned and improve future projects, particularly North Carson Street.

7. PUBLIC COMMENT

(5:54:31) – Chair Bagwell entertained final public comments. Chair Bagwell thanked Briana Munoz for her service as a recording secretary. Vice Chair Schuette recognized Transportation Planner/Analyst Erica Roselius for her work on the Safe Routes to School program and bike rodeos, particularly her efforts to teach students to ride safely. Chair Bagwell praised the school outreach activities.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:55:00) – Chairperson Bagwell adjourned the meeting at 5:55 p.m.

The Minutes of the October 14, 2026, Carson City Regional Transportation Commission meeting are so approved on this 16th day of November, 2026.

STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** November 16, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action - Discussion and possible action regarding (1) a proposed Amendment No. 3 ("Amendment") to Highway Agreement No. PR499-24-063 ("Agreement") with the Nevada Department of Transportation ("NDOT") with the Amendment increasing construction funds to the Lompa Multi-Use Path Project ("Project") through $149,338 in additional Transportation Alternatives Program ("TAP") funds, plus a 5 percent local match of $7,860, for a total increase of $157,198 to construction costs resulting in a revised total construction cost of $1,072,048; and (2) authorization for the Transportation Manager to execute the Amendment as well as any future amendments to the Agreement regarding extensions of time or changes in funding that do not increase the total amount by more than 10 percent. (Casey Sylvester, Transportation/Traffic Engineer)

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

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Proposed Motion
I move to approve the Amendment as presented and to authorize the Transportation Manager to execute the Amendment as well as any future amendments to the Agreement regarding extensions of time or changes in funding that do not increase the total amount by more than 10 percent.

Board's Strategic Goal
N/A

Previous Action
April 8, 2026 (Item 5.C) - The Regional Transportation Commission ("RTC") approved an amendment to the Agreement adding $209,000 in Carbon Reduction Program funding to the Project increasing the total construction cost to $915,250.

August 14, 2024 (Item 5.B) – The RTC approved the Agreement to use $766,000 in TAP grant funds for the Project.

March 8, 2023 (Item 5.C) – The RTC approved the submittal of a TAP grant application to NDOT for the Project.

Background/Issues & Analysis
RTC previously completed work for a multi-use path between Airport Road at 5th Street, and N. Lompa Lane at Modoc Court. That project was planned to construct multi-use path to US Highway 50;

however, due to funding constraints at the time, the final segment was removed from the construction. The RTC received a TAP grant to fund the Project, which is being used to construct the long-identified remaining portion of multi-use path between Modoc Count and US Highway 50. The planned terminus at the intersection of US Highway 50 and N. Lompa Lane allows cyclists and pedestrians to safely access existing bike lanes and sidewalks present along US 50, allowing for a safer and more connected multi-modal transportation network. The total federal funding in the Project is currently $975,000 with an associated 5% local match of $51,316.

Construction bids were opened in September 2026. The apparent lowest responsive and responsible bidder provided a bid cost higher than the available budget for Project construction. Staff requested additional TAP funding from NDOT to allow for award of the full contract amount. The Amendment will add additional TAP funding to the Project to cover the construction contract cost. The total federal funding for the Project will increase to $1,124,338, and the total local match will be $59,176. The federal funding is used for design, construction, and construction engineering. TAP funding cannot be used for reconstructing roadway pavement and must be used on projects that promote alternatives to vehicle transportation. The Project is expected to begin construction in the Spring of 2027.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 277.180, 277A.270

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Regional Transportation Fund, Federal Grants Revenue / 2503082-431010, Project No. P303525006 and Regional Transportation fund, Capital Improvement Expenses/ 2503035-507010, Project No. P303525006.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project No. P303525006. If approved, Revenue and the Project budget will be augmented to receive $149,338 in TAP funds. TAP funds require a 5 percent local match of $7,860, which will come from the Project's existing budget, which has an available balance of $64,934 not subject to local match.

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

Attachment(s):
5A_RTC_Exhibit 1 - PR499-24-063 Amendment 3.pdf

5A_RTC_Exhibit 2 - Lompa LPA Agreement as Executed.pdf

5A_RTC_Exhibit 3 - PR499-24-063 Amendment 1.pdf

5A_RTC_Exhibit 4 - PR499-24-063 Amendment 2.pdf

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

_____

_____

_____

(Vote Recorded By)

Amendment No. 3 to
Cooperative (Local Public Agency) Agreement No. PR499-24-063

This Amendment is made and entered into on , between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, on August 16, 2024, the parties entered into Agreement No. PR499-24-063 to design and construct the Carson City North Lompa Multi-Use Path Project; and

WHEREAS, on January 8, 2025, the parties entered into Amendment No. 1 to Agreement No. PR499-24-063 to update the additional CITY funding from Preliminary Engineering to Construction; and

WHEREAS, on April 15, 2026, the parties entered into Amendment No. 2 to Agreement No. PR499-24-063 to add federal Carbon Reduction Program (CRP) funding to the Construction phase and update the contact information; and

WHEREAS, the Agreement must be amended to incorporate additional Transportation Alternatives Program (TAP) funding for the PROJECT after approval by the DEPARTMENT for use; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR065-25-063.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"To obligate Federal TAP funding for the PROJECT in a maximum amount of Nine Hundred Fifteen Thousand Three Hundred Thirty-Eight and No/100 Dollars ($915,338.00), and to obligate Federal CRP funding for the PROJECT in a maximum amount of Two Hundred Nine Thousand and No/100 Dollars ($209,000.00)."

B. Article II, Paragraph 24, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Fifty-Nine Thousand One Hundred Seventy-Six and No/100 Dollars ($59,176.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."

C. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

"The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 38,066.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 63,000.00
Construction Costs:	$ 1,072,448.00
Total Estimated PROJECT Costs:	$ 1,183,514.00

Available Funding Sources:

Federal TAP Funds:	$ 915,338.00
Federal CRP Funds:	$ 209,000.00
CITY Match Funds:	$ 59,176.00
Total PROJECT Funding:	$ 1,183,514.00
Additional CITY funds outside this agreement:	$ 64,934.00”

D. All of the other provisions of Agreement No. PR499-24-063 dated August 16, 2024, Amendment No. 1 dated January 8, 2025, and Amendment No. 2 dated April 15, 2026 shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Carson City Regional Transportation Commission

Chris Martinovich
Transportation Manager

Approved as to Form:

Lucas Burr
Deputy District Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General

Docusign Envelope ID: 8F8583FC-5664-48B0-BCA3-A8541E53A582

Highway Agreement PR499-24-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
NORTH LOMPA MULTI-USE PATH

This Agreement is made and entered on 08/16/2024 , by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of a multi-use path as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Carson Area Metropolitan Planning Organization (CAMPO) for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) DTBPJMA2QFC8 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

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3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Seven Hundred Sixty-Six Thousand and No/100 Dollars ($766,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.

9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.

11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

15. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

Docusign Envelope ID: 8F8583FC-5664-48B0-BCA3-A8541E53A582

16. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

17. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

19. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

20. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

21. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

22. To review the CITY's as-built plans and to attend the CITY's final inspection of the PROJECT.

23. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State,

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and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. Landscaping and/or aesthetic treatments shall comply with the DEPARTMENT's Landscape and Aesthetic Master Plan, and any applicable Landscape and Aesthetic Corridor Plans. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

10. To require the CITY's contractor to provide a warranty period for not less than one year for plant establishment.

11. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property

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Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

14. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

20. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

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21. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

23. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

24. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Forty Thousand Three Hundred Sixteen and No/100 Dollars ($40,316.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

25. To accept maintenance responsibilities for the improvements consisting of a multi-use path constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

26. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2030, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except

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the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 103,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 63,000.00
Construction Costs:	$ 630,316.00
Total Estimated PROJECT Costs:	$ 806,316.00

Available Funding Sources:

Federal TAP Funds:	$ 766,000.00
CITY Match Funds:	$ 40,316.00
Total PROJECT Funding:	$ 806,316.00
Additional CITY funds outside this agreement:	$ 64,934.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, construction engineering, and construction

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costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

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FOR DEPARTMENT:		Tracy Larkin Thomason, P.E., Director Attn: Jake Kelgard, P.E. Local Public Agency Coordinator Nevada Department of Transportation Roadway Design 1263 South Stewart Street Carson City, NV 89712 Phone: (775) 888-7595 Fax: (775) 888-7401 Email: jkelgard@dot.nv.gov
FOR CITY:	Name	Casey Sylvester, P.E. Transportation/Traffic Engineer Carson City Public Works 3505 Butti Way Carson City, NV 89701 Phone: (775) 283-7431 Fax: (775) 887-2112 Email: csylvester@carson.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person

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or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced,

prepared, observed or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

33. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Carson City Regional Transportation Commission

Signed by:
Chris Martinovich
2DF5B8A7D8B24F5...

Christopher Martinovich
Transportation Manager

Attest:

DocuSigned by:
Scott Hoen
C0C1A9F2E2B4444...

Scott Hoen
Clerk-Recorder

Approved as to Form:

Signed by:
Adam Tully
DB7DD8CC414A4B8...

Adam Tully
Deputy District Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mario C. Gomez
EA86AB8929B7422...

On behalf of Director

Approved as to Legality & Form:

DocuSigned by:
Shane Chesney
D0E1B2A4B4D7F1...

Deputy Attorney General

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Attachment A

SCOPE OF WORK
Carson City Multi-Use Path Improvements

The project consists of constructing a multi-use path, widening existing sidewalk, signing, striping, hydraulics improvements, and landscaping. Limits are from existing multi-use path terminus near Modoc Ct. to intersection of US50/Lompa Ln. as depicted in the image below.



Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR499-24-063

This Amendment is made and entered into on 01/08/2025 , between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, on August 16, 2024, the Parties entered into Agreement No. PR499-24-063 to design, adjust, and/or relocate utility facilities, advertise, award, and manage construction of a multi-use path Project; and

WHEREAS, this amendment is needed to update the additional CITY funding from Preliminary Engineering to Construction; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No.
PR499-24-063.

NOW, THEREFORE, the Parties agree as follows:

A. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

"The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$	5,000.00
CITY Preliminary Engineering Costs:	$	38,066.00
DEPARTMENT Construction Engineering Costs:	$	5,000.00
CITY Construction Engineering Costs:	$	63,000.00
Construction Costs:	$	695,250.00
Total Estimated PROJECT Costs:	$	806,316.00

Available Funding Sources:

Federal TAP Funds:	$	766,000.00
CITY Match Funds:	$	40,316.00
Total PROJECT Funding:	$	806,316.00
Additional CITY funds outside this agreement:	$	64,934.00"

B. All of the other provisions of Agreement No. PR499-24-063 dated August 16, 2024, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Carson City Regional Transportation Commission

Signed by:
Chris Martinovich
Chris Martinovich
Transportation Manager

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mario C. Gomez
On behalf of Director

Approved as to Form:

Signed by:
Adam Tully
Adam Tully
Deputy District Attorney

Approved as to Legality & Form:

Signed by:
Brian W. Goldman
Deputy Attorney General

Amendment No. 2 to
Cooperative (Local Public Agency) Agreement No. PR499-24-063

This Amendment is made and entered into on 04/15/2026 , between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, on August 16, 2024, the parties entered into Agreement No. PR499-24-063 to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of the Carson City North Lompa Multi-Use Path Project; and

WHEREAS, on January 8, 2025, the parties entered into Amendment No. 1 to Agreement No. PR499-24-063 to update the additional CITY funding from Preliminary Engineering to Construction; and

WHEREAS, the Agreement must be amended to add Carbon Reduction Program (CRP) funding to account for an increase in construction costs, and to update the CITY's contact information; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR499-24-063.

NOW, THEREFORE, the parties agree as follows:

1. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:
"To obligate Federal TAP funding for the PROJECT in a maximum amount of Seven Hundred Sixty-Six Thousand and No/100 Dollars ($766,000.00), and to obligate Federal CRP funding for the PROJECT in a maximum amount of Two Hundred Nine Thousand and No/100 Dollars ($209,000.00)."

2. Article II, Paragraph 24, is amended by deleting it in its entirety and inserting in its place:
"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Fifty-One Thousand Three Hundred Sixteen and No/100 Dollars ($51,316.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."

3. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
"The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 38,066.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 63,000.00
Construction Costs:	$ 915,250.00

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Total Estimated PROJECT Costs:	$ 1,026,316.00

Available Funding Sources:

Federal TAP Funds:	$ 766,000.00
Federal CRP Funds:	$ 209,000.00
CITY Match Funds:	$ 51,316.00
Total PROJECT Funding:	$ 1,026,316.00
Additional CITY funds outside this agreement:	$ 64,934.00”

4. Article III, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:
“All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Tracy Larkin Thomason, P.E., Director
Attn: Jake Kelgard, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
Email: jkelgard@dot.nv.gov

FOR CITY:
Katura Tullar, P.E.
Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7083
Fax: (775) 887-2112
Email: ktullar@carsoncity.gov”

5. All of the other provisions of Agreement No. PR499-24-063 dated August 16, 2024, and Amendment No. 1 dated January 8, 2025, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Carson City Regional Transportation Commission

Signed by:
B958C84CD74C4F8...

Chris Martinovich
Transportation Manager

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

DocuSigned by:
EAB6A3802597422...

On behalf of Director

Approved as to Form:

Signed by:
C2AFEC825F0446C...

Lucas Burr
Deputy District Attorney

Approved as to Legality & Form:

Signed by:
B0963CB695DD4E6...

Deputy Attorney General

STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** November 16, 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. 27300194 ("Contract") for the Lompa Multi-Use Path Extension Project (“Project”) to SNC for the amount of $993,007, contingent upon additional funding being approved by the Regional Transportation Commission ("RTC") in agenda item 5.A; and (2) authorization for the Public Works Director to approve an 8 percent contingency amount of $79,441 for a total not-to-exceed amount of $1,072,448. (Casey Sylvester, Transportation/Traffic Engineer)

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

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Proposed Motion
I move to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 8% contingency if needed.

Board's Strategic Goal
N/A

Previous Action
April 8, 2026 (Item 5.C) - The RTC approved Amendment 2 to agreement PR499-24-063 to add $209,000 in Carbon Reduction Program (“CRP”) funds to the Project.

January 15, 2026 (Item 12.a) – The Board of Supervisors approved a Public Highway Agreement with Golden Gate Petroleum of Nevada, LLC to acquire 690 square feet of property as a temporary easement, and 410 square feet of the property as dedication for the Project at a cost of $6,783.35.

August 14, 2024 (Item 5.B) –The RTC approved Agreement PR499-24-063 to use $766,000 in Transportation Alternative Program (“TAP”) grant funds for the Project.

March 8, 2023 (Item 5.C) – The RTC approved the submittal of a TAP grant application to NDOT for the Project.

Background/Issues & Analysis
The Project will construct a multi-use path and widen sidewalks along US Highway 50. This 1,150-foot section of multi-use path will connect existing multi-use path terminus at N. Lompa Lane / Modoc

Court intersection to US Highway 50. The existing along US Highway 50 will be widened between the new path terminus near the I-580 northbound off-ramp and N. Lompa Lane. The planned terminus at the intersection of US Highway 50 and N. Lompa Lane allows cyclists and pedestrians to safely access existing bike lanes and sidewalks, allowing for a safer and more connected multi-modal transportation network.

RTC previously completed work for a multi-use path between Airport Road at 5th Street, and N. Lompa Lane at Modoc Court. That project was planned to construct multi-use path to US Highway 50; however, due to funding constraints at the time, the final segment was removed from the construction. Staff has coordinated with the Nevada Department of Transportation ("NDOT") throughout the Project design and has agreed to include certain hydraulic and lighting improvements that will benefit both Carson City and NDOT.

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 $1,072,448, which comprises the base bid amount of $993,007, plus an 8% contingency of $79,441. The engineer's estimate was $780,000. The Project is funded by a combination of TAP, CRP, and local Regional Transportation funds. The Contract exceeded the engineer's estimate, as noted, so staff requested additional federal funding from NDOT. The additional TAP funding was approved by NDOT, and an amendment to the Local Public Agency Agreement is pending approval under agenda item 5.A.

A notice to contractors regarding the opportunity to bid on this Project was published in the Reno Gazette Journal and posted on NGEM on August 20, 2026. Three bids were received and opened at approximately 2:30 p.m. on September 17, 2026, via online Cisco Webex bid opening. Present during the bid opening were Darcy Carpenter, Sierra Nevada Construction; Cooper Gillespie, Summit Line Construction; Jessica Park, Carson City Public Works; Matt Bradley, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bidder	**Base Bid**
Integrated Concepts, LLC	$ 1,084,743
MKD Construction	$ 1,284,300
SNC	$ 993,007

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: Regional Transportation Fund, Capital Improvements Account; 2503035-507010, Project # P303525006, Lompa Multi-Use Path Project.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If this item and pending action taken under agenda item 5.A are approved, Regional Transportation Capital Improvements; 2503035-507010 - Project # P303525006, Lompa Multi-Use Path Project, will be reduced by a not to exceed amount of $1,072,448. Currently,

the Project has an available budget amount of $878,643, and two pending budget augmentations which will increase both revenues and expenses, one for the current amendment of $149,338 in TAP Funds (following pending action under agenda item 5.A), and the prior amendment that added $209,000 in Carbon Reduction Plan Funds, for a total project budget of 1,236,981. The 1st round of FY 2027 augmentations will be brought before the Board in January/February timeframe.

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

Attachment(s):
5B_RTC_Exhibit 1 - Contract 27300194.pdf

5B_RTC_Exhibit 2 â€“ Lompa MUP Bid Tabulation.pdf

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

_____
(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300194
Title: North Lompa Multi-Use Path Extension Project

THIS CONTRACT made and entered into this 16th day of November, 2023, 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. 27300194,** titled **North Lompa Multi-Use Path Extension 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. 27300194 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 http://ww.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	_____

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

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

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Nine Hundred Ninety Three Thousand Seven Dollars and 00/100 ($993,007.00).

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

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.

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** 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;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

becomes liable to 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

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**

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:

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

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

15.20.1 *Minimum Limits required*:

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

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

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

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

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

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

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

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

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

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. <u>BUSINESS LICENSE</u>:

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:

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 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.

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

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By:_____
District Attorney or his or her Authorized Designee

Dated _____

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

By: _____

Dated _____

Contract# 27300194
Project# P303525006
Account # 2503035-507010

PROJECT CONTACT PERSON:

Katura Tullar, Project Manager
Telephone: 775-283-7083

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Contract No: 27300194
Title: North Lompa Multi-Use Path Extension Project

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

CONTRACTOR
BY: Marc T. Markwell
TITLE: Secretary/Treasurer
FIRM: Sierra Nevada Construction, Inc.
CARSON CITY BUSINESS LICENSE #: BL-002775
NEVADA CONTRACTORS LICENSE #: 0025565
Address: PO Box 50760
City: Sparks **State:** NV **Zip Code:** 89435
Telephone: 775-355-0420
E-mail Address: mmarkwell@snc.biz

_____
(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: 27300194
Title: North Lompa Multi-Use Path Extension Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of November 16, 2026, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 27300194** and titled **North Lompa Multi-Use Path Extension 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 16th day of November 2026

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 16th day of November 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# 27300194** and titled **North Lompa Multi-Use Path Extension Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1) Complete the Contract in accordance with its terms and conditions; or

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

PERFORMANCE BOND

Continued for **BID# 27300194** and titled **North Lompa Multi-Use Path Extension Project**

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

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# 27300194** and titled **North Lompa Multi-Use Path Extension 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 **27300194** and titled **North Lompa Multi-Use Path Extension 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.

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

CITY OF CARSON CITY, NEVADA
BID BOND

Due from Bidder/Prime Contractor at 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 Nevada Revised Statute 332.105 authorizes local governments to require bid bonds to ensure 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 № 27300194, PWP № CC-2027-524, for the Project: North Lompa Multi-Use Path Extension 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: August 31, 2026

Sierra Nevada Construction, Inc.	Liberty Mutual Insurance Company
Principal/Authorized Representative Printed Name	*Surety Printed Name*
Craig D. Holt, Vice-President	Andrea Cantlon, Attorney-In-Fact
Principal/Authorized Representative Signature	*Surety Signature*

Exhibit A

Liberty Mutual. SURETY

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
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: _____
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 31st day of August, 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.

27300194 Addendum 2
Sierra Nevada Construction, Inc.
Supplier Response

Event Information

Number: 27300194 Addendum 2
Title: North Lompa Multi-Use Path Extension Project
Type: Invitation for Bid
Issue Date: 8/20/2026
Deadline: 9/17/2026 02:00 PM (PT)
Notes: *Carson City invites qualified firms to submit sealed bids for the below referenced project. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications, and special conditions related hereto.*

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. Therefore, CC-BID-14 Wage Comparison Worksheet.xlsx is no longer required and not included with this solicitation.

PROJECT TITLE
North Lompa Multi-Use Path Extension Project

CCPW PROJECT NO.
P303525006

PWP No.
CC-2027-524

FEDERAL PROJECT NO.
TAP-0025-(350)

NDOT AGMT No.
PR499-24-063

ENGINEER'S ESTIMATE
$ 780,000.00

PROJECT TYPE
This project is deemed a horizontal construction project.

SUMMARY
The North Lompa Lane Multi-Use Path Extension project aims to complete a portion of the city's multi-use path network that connects Modoc Court to US 50 while also widening a section of the sidewalk on the south side of US 50 from the I-580 interchange to Lompa Lane.

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

FUNDING
This project is federally funded by the FHWA through the Transportation Alternatives Program (TAP) under an LPA agreement with NDOT.

BUILD AMERICA, BUY AMERICA ACT
This project is subject to BABAA requirements.

DISADVANTAGED BUSINESS ENTERPRISE GOAL
This project has no DBE goal.

ON-THE-JOB TRAINING GOAL
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

Exhibit A

Sierra Nevada Construction, Inc. Information

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

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

Kevin L. Robertson
Signature

bids@snc.biz
Email

Submitted at 9/17/2026 01:29:22 PM (PT)

Requested Attachments

CC-BID-01 Vendor Information — Vendor Information.pdf

Due with bid submission.

CC-BID-03 Conflict of Interest Disclosures — Conflict of Interest.pdf

Due with bid submission.

CC-BID-05 Certified Payroll Certification of Authorization & Understanding — Certification of Authorization & Understanding.pdf

Due with bid submission.

CC-BID-06a Subcontractors, Suppliers, & Subconsultants Bidding (RTC-CAMPO) (No DBE) — List of Subs & Suppliers.pdf

Due with bid submission.

CC-BID-07 5% Subcontractor Information — 5% Subcontractor Listing.pdf

Due with bid submission.

CC-BID-08 Bid Bond — Bid Bond.pdf

Due with bid submission.

CC-BID-10 1% Subcontractor Information — 1% Subcontractor Listing.pdf

Due from the three lowest bidders within two hours of bid opening; Email to cakers@carsoncity.gov *(This document may be submitted with the bid.)*

References — References.pdf

Required with bid submission.

CC-BID-11 Affidavit Regarding Debarment & Suspension 23 USC 112(c) — Affidavit Regarding Debarment & Suspension.pdf

Due with bid submission.

CC-BID-12 Debarment & Suspension Certification — Debarment & Supension Certification.pdf

Due with bid submission.

CC-BID-13 Lobbying Certification & Disclosure — Lobbying Certification.pdf

Due with bid submission.

CC-BID-16a Buy America Certification (RTC-CAMPO)

Due with bid submission.

Exhibit A

Buy America Certification.pdf

CC-BID-17 BABAA Certification

Due with bid submission.

BABBA Certification.pdf

Bid Attributes

1	**Acknowledgement of Addenda** Acknowledge the number of bid addenda. *(Enter "0" if none.)* 2
2	**Vendor Information** Bidder acknowledges the requirement to complete form *CC-BID-01 Vendor Information* and provide any requested attachments (*e.g. licenses*). ☑ Acknowledge
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	**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. Therefore, *CC-BID-14 Wage Comparison Worksheet.xlsx* is no longer required and not included with this solicitation. Prevailing wages are validated through the bid opening date listed on the Activities tab to ensure compliance with NRS 338.030(9)(a). Updates will be provided via the issuance of an addendum. 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. 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. ☑ Acknowledge
6	**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
7	**Postings & Notices** Bidder acknowledges and agrees to comply with the required postings and notices provided with this solicitation. ☑ Acknowledge

8	**Build America, Buy America Act** Exhibit A Bidder acknowledges the requirements of the Build America, Buy America Act (BABAA) and hereby accepts responsibility for ensuring that the Bidder and all subcontractors comply with all requirements of BABAA which expands the requirements of the Buy America Act to include permanently incorporated construction materials. Bidder acknowledges 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. Bidder must complete the provided BABAA certifications with this bid submission. 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. Covered material submittals must be accompanied by form *CC-DOC-03 Certification of Materials Origin* prior to the installation of the material or product. Unless form *CC-DOC-03* is provided, covered materials will be considered of foreign origin. ☑ Acknowledge
9	**Required Contract Provisions** Bidder acknowledges the contract provisions provided with this solicitation and hereby accepts responsibility for ensuring that all required contract provisions are incorporated by the Bidder and subcontractors in any contract or subcontract issued in connection with this project. ☑ Acknowledged
10	**Subcontractor Documents** Bidder acknowledges and accepts responsibility for ensuring that subcontractors are furnished with all documents and contract provisions required of them under this solicitation, and for ensuring that subcontractors duly complete and submit all required documentation to the City in accordance with the requirements. ☑ Acknowledged
11	**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-DOC-01 Monthly Report of Payments to Subcontractors* with each PayApp. Certifying such payments is completed using form *CC-DOC-02 Subcontractor Payment Certification*. See form for instructions.Both forms are provided on the Attachment tab and are available in VPM. ☑ Acknowledge

1
2

Submission of Bid Proposal & Statement of Non-Collusion Exhibit A

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*
- *Addenda to this solicitation 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 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.

Bidder 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.

☑ Acknowledge

Bid Lines

1

Package Header

Schedule A: MUP

Quantity: 1 Total: $825,000.85

Package Items

1.1 Mobilization, Demobilization, and Clean-up

Quantity: 1 UOM: LS Unit Price: $15,000.00 Total: $15,000.00

1.2 Traffic Control

Quantity: 1 UOM: LS Unit Price: $101,127.85 Total: $101,127.85

1.3 Stormwater Pollution Prevention

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

Exhibit A

1.4 Construction Surveying and Record Drawings

Quantity: 1 UOM: LS Unit Price: $15,600.00 Total: $15,600.00

1.5 Remove AC Pavement and Base Material

Quantity: 320 UOM: SF Unit Price: $15.00 Total: $4,800.00

1.6 Remove PCC Sidewalk and Curb Ramp

Quantity: 2400 UOM: SF Unit Price: $3.40 Total: $8,160.00

1.7 Remove PCC Curb and Gutter

Quantity: 130 UOM: LF Unit Price: $15.00 Total: $1,950.00

1.8 Remove Tree and Stump (> 6")

Quantity: 2 UOM: EA Unit Price: $1,000.00 Total: $2,000.00

1.9 Remove NDOT Chain-Link Fence

Quantity: 230 UOM: LF Unit Price: $17.00 Total: $3,910.00

1.10 Remove and Reinstall NDOT Chain-Link Fence (As Required for Construction)

Quantity: 55 UOM: LF Unit Price: $220.00 Total: $12,100.00

1.11 Remove 4-Strand Smooth Wire Fence

Quantity: 90 UOM: LF Unit Price: $20.00 Total: $1,800.00

1.12 Remove and Reinstall 4-Strand Smooth Wire Fence (As Required for Construction)

Quantity: 100 UOM: LF Unit Price: $45.00 Total: $4,500.00

1.13 Remove Sign Panel

Quantity: 14 UOM: EA Unit Price: $25.00 Total: $350.00

1.14 Remove Sign Post

Quantity: 11 UOM: EA Unit Price: $25.00 Total: $275.00

1.15 Remove and Salvage Sign Panel

Quantity: 8 UOM: EA Unit Price: $50.00 Total: $400.00

1.16 Remove Sign Anchor and Foundation

Quantity: 11 UOM: EA Unit Price: $100.00 Total: $1,100.00

1.17 Remove and Stockpile Riprap

Quantity: 450 UOM: SF Unit Price: $2.65 Total: $1,192.50

1.18 Adjust Telephone Manhole Frame and Cover to Finish Grade

Quantity: 1 UOM: EA Unit Price: $1,600.00 Total: $1,600.00

1.19 Adjust Electrical Pull Box and Lid to Finish Grade

Quantity: 1 UOM: EA Unit Price: $750.00 Total: $750.00

1.20 Tree Protection and Root Mitigation (Contingent)

Quantity: 1 UOM: LS Unit Price: $1,648.00 Total: $1,648.00

1.21 Landscape Removal and Restoration

Quantity: 1 UOM: LS Unit Price: $10,000.00 Total: $10,000.00

1.22 3" Clearing and Grubbing

Quantity: 1 UOM: ACRE Unit Price: $20,000.00 Total: $20,000.00

Exhibit A

1.23 Obliterate Existing Striping/Pavement Legend

Quantity: 1 UOM: LS Unit Price: $1,070.00 Total: $1,070.00

1.24 MUP Earthwork (Excavation/Total Cut 294 CY, Embankment/Total Fill 419 CY)

Quantity: 1 UOM: LS Unit Price: $55,000.00 Total: $55,000.00

1.25 Construct 4" Aggregate Base Shoulder

Quantity: 7570 UOM: SF Unit Price: $2.75 Total: $20,817.50

1.26 Construct 3" Plantmix Bituminous Pavement (Type 2 PG64-28NV) on 6" Base

Quantity: 11470 UOM: SF Unit Price: $11.50 Total: $131,905.00

1.27 Construct NDOT AC Pavement Patch (7" PBS on 12" AB)

Quantity: 270 UOM: SF Unit Price: $25.00 Total: $6,750.00

1.28 Construct NDOT PCC Curb and Gutter Type 5

Quantity: 75 UOM: LF Unit Price: $235.00 Total: $17,625.00

1.29 Construct PCC Retaining Curb

Quantity: 110 UOM: LF Unit Price: $120.00 Total: $13,200.00

1.30 Construct PCC Sidewalk

Quantity: 5310 UOM: SF Unit Price: $37.00 Total: $196,470.00

1.31 Construct PCC Curb Ramp

Quantity: 270 UOM: SF Unit Price: $57.50 Total: $15,525.00

1.32 Construct PCC Bicycle Ramp

Quantity: 120 UOM: SF Unit Price: $83.00 Total: $9,960.00

1.33 Install Cast-Iron Tactile Directional Indicators

Quantity: 48 UOM: SF Unit Price: $100.00 Total: $4,800.00

1.34 Furnish Additional Cast-Iron Tactile Directional Indicators to the Department

Quantity: 48 UOM: SF Unit Price: $75.00 Total: $3,600.00

1.35 Install Collapsible Bollard (Wrench-Operated)

Quantity: 3 UOM: EA Unit Price: $7,000.00 Total: $21,000.00

1.36 Install NDOT Chain-Link Fence

Quantity: 200 UOM: LF Unit Price: $96.45 Total: $19,290.00

1.37 Install 4-Strand Smooth Wire Fence

Quantity: 440 UOM: LF Unit Price: $41.00 Total: $18,040.00

1.38 Install Split-Rail Fence

Quantity: 170 UOM: LF Unit Price: $67.00 Total: $11,390.00

1.39 Place 4" Rock Mulch over Non-Woven Geotextile Fabric

Quantity: 190 UOM: SF Unit Price: $15.00 Total: $2,850.00

1.40 Place Existing Riprap over Non-Woven Geotextile Fabric

Quantity: 390 UOM: SF Unit Price: $26.00 Total: $10,140.00

1.41 Install 4" PVC Irrigation Sleeve

Quantity: 20 UOM: LF Unit Price: $95.00 Total: $1,900.00

1.42 Install Existing Sign Panel

Quantity: 8 UOM: EA Unit Price: $75.00 Total: $600.00

1.43 Furnish and Install Sign Panel

Quantity: 54 UOM: EA Unit Price: $220.00 Total: $11,880.00

1.44 Furnish and Install Sign Post

Quantity: 18 UOM: EA Unit Price: $250.00 Total: $4,500.00

1.45 Furnish and Install Sign Anchor and Foundation

Quantity: 18 UOM: EA Unit Price: $450.00 Total: $8,100.00

1.46 Paint 4" Solid Yellow Stripe

Quantity: 360 UOM: LF Unit Price: $2.50 Total: $900.00

1.47 Install Preformed Thermoplastic White Bike Lane Symbol

Quantity: 1 UOM: EA Unit Price: $250.00 Total: $250.00

1.48 Paint White Multi-Use Path Yield Line

Quantity: 3 UOM: EA Unit Price: $25.00 Total: $75.00

1.49 Install Luminaire with 8' Mast Arm on Existing Pole

Quantity: 1 UOM: LS Unit Price: $4,100.00 Total: $4,100.00

2 Package Header

Schedule B: NDOT Lighting

Quantity: 1 Total: $47,946.15

Package Items

2.1 Remove NDOT Electrical Pull Box

Quantity: 2 UOM: EA Unit Price: $610.00 Total: $1,220.00

2.2 Remove NDOT Electrical Conduit Run

Quantity: 92 UOM: LF Unit Price: $18.30 Total: $1,683.60

2.3 Install NDOT No. 3-1/2 Pull Box w/ Locking Lid

Quantity: 2 UOM: EA Unit Price: $914.00 Total: $1,828.00

2.4 Install NDOT No. 3-1/2 Pull Box (Modified) w/ Locking Lid

Quantity: 1 UOM: EA Unit Price: $1,850.00 Total: $1,850.00

2.5 Install NDOT No. 5 Pull Box (Modified) w/ Locking Lid

Quantity: 1 UOM: EA Unit Price: $2,450.00 Total: $2,450.00

2.6 Install NDOT No. 7 Pull Box (Modified) w/ Locking Lid

Quantity: 2 UOM: EA Unit Price: $3,650.00 Total: $7,300.00

2.7 Install NDOT 3" Conduit

Quantity: 340 UOM: LF Unit Price: $79.00 Total: $26,860.00

2.8 Reroute/Install NDOT No. 2 Conductor

Quantity: 357 UOM: LF Unit Price: $6.10 Total: $2,177.70

2.9 Reroute/Install NDOT No. 4 Conductor

Quantity: 346 UOM: LF Unit Price: $4.10 Total: $1,418.60

Exhibit A

2.10 Reroute/Install NDOT No. 6 Conductor

Quantity: 565 UOM: LF Unit Price: $2.05 Total: $1,158.25

3 Package Header

Schedule C: NDOT Drainage

Quantity: 1 Total: $120,060.00

Package Items

3.1 Remove NDOT AC Pavement and Base Material

Quantity: 320 UOM: SF Unit Price: $23.00 Total: $7,360.00

3.2 Remove and Reinstall NDOT Chain-Link Fence/Gate (As Required for Construction)

Quantity: 32 UOM: LF Unit Price: $240.00 Total: $7,680.00

3.3 Remove and Salvage NDOT Sign Panel

Quantity: 1 UOM: EA Unit Price: $50.00 Total: $50.00

3.4 Remove NDOT Sign Post

Quantity: 1 UOM: EA Unit Price: $25.00 Total: $25.00

3.5 Remove NDOT Sign Anchor and Foundation

Quantity: 1 UOM: EA Unit Price: $100.00 Total: $100.00

3.6 Remove NDOT Guidepost

Quantity: 3 UOM: EA Unit Price: $50.00 Total: $150.00

3.7 Tree Protection and Root Mitigation (Contingent)

Quantity: 1 UOM: LS Unit Price: $2,500.00 Total: $2,500.00

3.8 Landscape Removal and Restoration

Quantity: 1 UOM: LS Unit Price: $10,000.00 Total: $10,000.00

3.9 NDOT Drainage Earthwork (Excavation/Total Cut 11 CY, Embankment/Total Fill 3 CY)

Quantity: 1 UOM: LS Unit Price: $10,000.00 Total: $10,000.00

3.10 Install NDOT 18" RCP Storm Drain Pipe

Quantity: 32 UOM: LF Unit Price: $1,200.00 Total: $38,400.00

3.11 Install NDOT Drop Inlet Type 2 (A = 3.0')

Quantity: 1 UOM: EA Unit Price: $18,000.00 Total: $18,000.00

3.12 Construct NDOT Drop Inlet Concrete Apron

Quantity: 78 UOM: SF Unit Price: $100.00 Total: $7,800.00

3.13 Construct NDOT AC Pavement Patch (7" PBS on 16" AB)

Quantity: 320 UOM: SF Unit Price: $51.00 Total: $16,320.00

3.14 Install Existing NDOT Sign Panel

Quantity: 1 UOM: EA Unit Price: $75.00 Total: $75.00

3.15 Furnish and Install NDOT Sign Post

Quantity: 1 UOM: EA Unit Price: $250.00 Total: $250.00

3.16 Furnish and Install NDOT Sign Anchor and Foundation

Quantity: 1 UOM: EA Unit Price: $450.00 Total: $450.00

Exhibit A

3.17 Furnish and Install NDOT Object Marker

Quantity: 1 UOM: EA Unit Price: $300.00 Total: $300.00

3.18 Furnish and Install NDOT Guidepost

Quantity: 3 UOM: EA Unit Price: $150.00 Total: $450.00

3.19 Paint NDOT 8" Solid White Stripe

Quantity: 15 UOM: LF Unit Price: $10.00 Total: $150.00

Response Total: $993,007.00

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

PROFILE

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

NV Business License №	Carson City Business License №	Employer Identification №	Unique Entity Identifier (UEI)*
NV19881009372 *Attach copy of NV Business License*	BL-002775-2020 *Attach copy of CC Business License*	88-0245093	ECUFLL5LJ8M6 *Attach copy of SAM.gov UEI printout*

**Only applicable to federally-funded projects.*

ADDRESS

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

CONTACT PERSON

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

CONTRACTOR LICENSE INFORMATION *List all that apply to this solicitation. See Instructions to Bidders, IB.1.21 for more information regarding applicability. Attach copies of license(s).*

License Class	License №	Monetary Limit	Issue Date	Expiration Date	Name of Licensee(s)
A, General Eng.	25565	Unlimited	07/05/1988	07/31/2027	Sierra Nevada Construction, Inc.

Exhibit A

CITY OF CARSON CITY, NEVADA
VENDOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

DISCLOSURE OF PRINCIPALS

(1) Individual and/or Partnership	Kevin L. Robertson, President
Address, City, State, ZIP	P.O. Box 50760, Sparks, Nevada 89435
(2) Individual and/or Partnership	Craig D. Holt, Vice-President
Address, City, State, ZIP	P.O. Box 50760, Sparks, Nevada 89435
(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	

Insert additional pages, if needed.

AWARDED CONTRACT INFORMATION *Applicable to Bidder only.*

If awarded the contract for this work, the contract form for the work will be routed via electronic means. Please identify the authorized representative (corporate officer or person authorized to bind the company for future work) that will be signing this bid submission and any resulting contract.

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

PREPARER SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to prepare this form on behalf of the entity named herein.

Craig D. Holt, Vice-President
Preparer's Printed Name

C. D. Holt
Preparer's Signature & Date

9/10/26

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SIERRA NEVADA CONSTRUCTION, INC.

Nevada Business Identification # NV19881009372
Expiration Date: 03/31/2027

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/15/2026.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202601156420875
You may verify this certificate online at https://www.nvsilverflume.gov/home

Exhibit A

Carson City Business License Division

108 E. Proctor Street
Carson City, NV 89701
(775) 887-2105 - Hearing Impaired: 711
buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name:	SIERRA NEVADA CONSTRUCTION, INC.	**Business Type(s):**	238910 Site Preparation Contractors
Business Location:	2055 East Greg Street 2055 EAST GREG STREET ST SPARKS, NV 89431	**Mailing Address:**	2055 East Greg Street 2055 EAST GREG STREET ST SPARKS, NV 89431
Owner:	KEVIN ROBERTSON		
License Number:	BL-002775-2020	**License Type:**	Business License
Issued Date:	1/1/2026	**Classification:**	Contractors
Expiration Date:	12/31/2026	**Fees Paid:**	$78.75

Thank you for choosing to operate your business in Carson City.
Please provide any changes to the business information to the Business License Division. Licenses are not transferable.
If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

SAM.GOV®

SIERRA NEVADA CONSTRUCTION INC

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

Business Information

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

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 25, 2026	**Mar 23, 2026**	**Jun 17, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 2, 1988	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

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

Not Selected

Exclusion Summary

Active Exclusions Records?

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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**3WUU1**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********14**	**(blank)**

Financial Institution	Account Number
HERITAGE BANK ADO GLACIER BANK	*********54**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
7753481000	**(blank)**	**(blank)**

Fax
(blank)

Remittance Address

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

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******5093**	**Applicable Federal Tax**	**SIERRA NEVADA CONSTRUCTION INC**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2024	**Cfo**	**Mar 23, 2026**

Address
2055 E Greg ST
Sparks, Nevada 89431

Signature
Marc Markwell

Points of Contact

Accounts Receivable POC

MELANIE STEELMAN, OFFICE MANAGER
MSTEELMAN@SNC.BIZ
7753550420

Electronic Business

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
Yes	**237310**	**Highway, Street, And Bridge Construction**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$403,821,243.00

Number of Employees (in accordance with 13 CFR 121)
550

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

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

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

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

States
California
Nevada

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Exhibit A

Southern Nevada Office
8400 West Sunset Road, Suite 150
Las Vegas, Nevada 89113
(702) 486-1100
www.nscb.nv.gov

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141
www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIERRA NEVADA CONSTRUCTION INC

Licensed since July 05, 1988

License No. **0025565**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

KEVIN ROBERTSON, President, QI
CRAIG HOLT, Vice President
MARC MARKWELL, CFO

A General Engineering

LIMIT: Unlimited
EXPIRES: 07/31/2027

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · ALL FOR OUR COUNTRY · STATE CONTRACTORS BOARD

Chair, Nevada State Contractors Board

STATE OF NEVADA
CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS, NV 89435-0760

LIC. NO. 0025565

EXPIRES: 07/31/2027

LIMIT: Unlimited

Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

POCKET CARD RE-ORDER FORM

Enclosed is $_____ to cover the cost of _____ additional pocket cards at ten dollars ($10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS, NV 89435-0760

(NSPO Rev. 4-23) (O) 2797

SNC
SIERRA NEVADA CONSTRUCTION, INC.
2055 east greg street
sparks, nv 89431
775-355-0420 phone
775-355-0535 fax
nv. lic. #25565 ca. lic. #593393

Exhibit A

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Eureka County	CMAR Townsite Road & Utility Phase 2B	$ 9,717,148.80	Reconstruct	02/01/26	Jeb Rowley	775-237-5372	P.O. Box 714, Eureka, NV 89316
City of Reno	California & River Run Rehabilitation	$ 3,975,007.00	Reconstruct	01/20/26	Alisha Auch	775-247-2308	P.O. Box 1900, Reno, NV 89505
City of Sparks	2025 Drainage & Roadway - M Street	$ 1,628,007.00	Reconstruct	11/30/25	Andrew Jayankura	775-353-7863	431 Prater Way, Sparks NV 89431
Nevada System of Higher Education	TMCC - Dandini & Meadowood Asphalt Resurface	$ 4,967,007.00	Reconstruct	11/04/25	Marcus Ollom	775-674-4838	1664 N. Virginia St MS 0424, Reno, NV 89557-0242
City of Reno	Akard & Van Ness Rehabilitation	$ 8,236,007.00	Reconstruct	11/11/24	Alisha Auch	775-247-2308	P.O. Box 1900, Reno, NV 89505
Town of Truckee	2024 Paving & Drainage	$ 4,598,007.00	Reconstruct	10/31/24	Slater Stewart	530-536-8850	10183 Truckee Airport Road, Truckee, CA 96161
Eureka County	CMAR Townsite Road & Utility Phase 2	$ 8,099,650.64	Reconstruct	10/17/24	Jeb Rowley	775-237-5372	P.O. Box 714, Eureka, NV 89316
City of Reno	2024 Street Rehabilitation Yori Avenue - North	$ 3,074,007.00	Reconstruct	10/11/24	Alisha Auch	775-247-2308	P.O. Box 1900, Reno, NV 89505
Reno Tahoe Airport Authority	Airway Commerce Park	$ 1,317,014.00	Sitework	05/16/24	David Mieding	775-772-5953	P.O. Box 12490, Reno, NV 89510
Douglas County	Cave Rock CMAR Water System	$ 16,427,781.63	Underground	05/02/24	Rick Robillard	775-782-6274	P.O. Box 218, Minden, NV 89423
Regional Transportation Commission	Arrowcreek Parkway Rehabilitation	$ 3,807,007.00	Reconstruct	10/02/23	Kim Diegle	775-848-3756	1105 Terminal Way, Suite 108, Reno, NV 89502
Truckee Meadows Water Authority	California Ave 24" Main Replacement	$ 1,274,007.00	Underground	09/08/23	Karen Meyer	775-834-8056	1355 Capital Blvd., Reno, NV 89502
Regional Transportation Commission	Sutro & Enterprise Road Rehabilitation	$ 2,362,007.00	Reconstruct	07/12/23	Maria Paz Fernandez	775-335-1861	1105 Terminal Way, Ste 108, Reno, NV 89502
City of Reno	Watt Street & Lakeside Sewer	$ 7,996,007.00	Underground Utilities/Road Reconstruction	07/12/23	Kevin Williams	775-657-4633	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	Wells Avenue Water Main	$ 1,681,007.00	Underground	05/22/23	Steve Volk	775-834-8056	1355 Capital Blvd., Reno, NV 89502
NSE Blackbird LLC/Locus Development Group	Comstock TRIC 181 & Electric Avenue	$ 30,216,858.25	Sitework	12/19/22	Joel Grace	775-432-7116	6001 Talbot Lane, Reno, NV 89509
Tesla	West Road Repairs	$ 386,705.00	Reconstruct	09/16/22	Richard Betancourt	787-420-0910	1 Electric Avenue, Sparks, Nevada 89437
Town of Truckee	2021 Paving and Drainage Project	$ 4,026,007.00	Reconstruct	08/29/22	Mike Vaughn	530-582-2923	10183 Truckee Airport Road, Truckee, CA 96161
Truckee Meadows Water Authority	Disc Drive Booster Pump Station	$ 4,729,007.00	Underground	08/12/22	Jason Barnes	775-834-8286	1355 Capital Blvd., Reno, NV 89502
Alston Construction	Victory Logistics Building A	$ 9,394,640.00	Sitework	06/14/22	Jason Powell	775-446-9141	980 Sandhill Rd., Suite 100, Reno, Nevada 89521
Regional Transportation Commission	Kings Row Rehabilitation	$ 3,737,007.00	Reconstruct	05/09/22	Jeff Wilbrecht	775-335-1872	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	2021 Preventative Maintenance	$ 5,761,007.00	AC Patch/Slurry Seal/Crack Seal	03/10/22	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Carson City	CMAR South Carson Street	$ 20,033,759.00	Reconstruct	11/17/21	Dan Stucky	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
Nevada Department of Transportation	NDOT 3865 Denio	$ 2,646,007.00	Reconstruct	08/26/21	Trent Averett	775-623-8070	1263 S. Stewart Street, Carson City, NV 89712
Regional Transportation Commission	Reno Consolidated 21-01	$ 1,536,007.00	Reconstruct	08/23/21	Andrew Jayankura	775-741-3576	1105 Terminal Way, Ste 108, Reno, NV 89502
Douglas County	Centerville Lane Reconstruction	$ 3,284,007.00	Reconstruct	06/01/21	Jon Erb	775-782-6233	P.O. Box 218, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 2	$ 49,269,189.00	Reconstruct	02/12/21	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of South Lake Tahoe	Al Tahoe Blvd Safety & Mobility Project	$ 2,284,007.00	Reconstruct	12/23/20	Chuck Taylor	530-542-6042	1740 D Street, South Lake Tahoe, CA 96150
Core Construction	Truckee High School Modernization	$ 1,853,529.00	Sitework	12/18/20	Taylor Laack	775-386-3037	5330 Reno Corporate Drive, Reno, NV 89511
Regional Transportation Commission	Lakeside Drive Rehabilitation	$ 1,621,007.00	Paving/Reconstruct/Sewer/Crack Seal/Concrete/	12/03/20	Warren Call	775-348-0400	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	2020 Road & Airport Maintenance Project	$ 3,414,007.00	Paving/Patching/Slurry Seal	10/05/20	Jeb Rowley	775-237-5372	701 S. Main Street, Eureka, Nevada 89316
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 2	$ 847,007.00	Earthwork/Grading/Paving/Reconstruct/Sewer/C	09/22/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Douglas County	Meridian Lift Station	$ 424,007.00	Sewer	08/04/20	Richard Robillard	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
City of Sparks	City of Sparks - 2020 Street Rehab - Unit 1	$ 1,481,007.00	Earthwork/Grading/Paving/Reconstruct/Concrete	05/18/20	Brandon Baxter	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 3778 US93 & SR318	$ 1,894,007.00	Chip Seal	12/31/19	Regina Pierce	775-777-2806	1263 S. Stewart Street, Carson City, NV 89712
City of Davis	City of Davis - Slurry Seal	$ 1,296,007.00	AC Patch/Slurry Seal/Crack Seal	12/01/19	Michael Mitchell	530-757-5686	23 Russell Blvd., Suite 3, Davis, CA 95616
Lyon County	2019 Roadway Resurfacing	$ 1,634,007.00	Chip Seal/Micro-Surfacing/AC Patch/Crack Seal	12/01/19	Dustin Homan	775-246-6220	34 Lakes Blvd., Suite 103, Dayton, NV 89403
San Joaquin County	San Joaquin Chip 2017-18	$ 2,267,007.00	Chip Seal	11/01/19	Thienan Nguyentan	209-468-3000	1810 East Hazelton Avenue, Stockton, CA 95205
Esmeralda County	Goldfield Street Repair	$ 214,007.00	Slurry Seal	10/01/19	Deven Thackeray	775-485-3406	P.O. Box 517, Goldfield, NV 89013
Truckee Meadows Community College	Dandini Roadway Resurfacing	$ 884,007.00	AC Patch/Paving/Crack Seal	09/01/19	Ayodele Akinola	775-674-7617	7000 Dandini Boulevard, Reno, NV 89512
Douglas County School District	Pavement Maintenance 19	$ 134,007.00	AC Patch/Slurry Seal/Crack Seal	08/01/19	Scott McCullough	775-790-5212	1638 Mono Avenue, Minden, NV 89423
Regional Transportation Commission	S. Virginia Street Phase 1	$ 13,356,188.00	Reconstruct	06/21/19	Doug Maloy	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Ryan Companies	Polaris MDC	$ 5,689,334.00	Sitework	06/14/19	Garin Frandle	507-380-4749	3335 Wynn Road, Las Vegas, NV 89102
Nevada Department of Transportation	NDOT 3721 Lander Chip	$ 1,322,007.00	Chip Seal	06/01/19	Mirak Mehari	775-291-0213	1951 Idaho Street, Elko, NV 89801
City of Reno	2018 Preventative Maintenance	$ 2,790,946.00	Micro/Slurry Seal/Asphalt Patching	10/01/18	Teri Martinetti	775-334-2148	P.O. Box 1900, Reno NV 89505
Truckee Meadows Water Authority	STMGID Arrowcreek BPS Main	$ 2,439,007.00	Water Line Reconstruct	09/20/18	David Deigle	775-834-8293	1355 Capital Blvd., Reno, NV 89502
Miles Construction	Heritage Sitework	$ 3,515,251.00	Sitework	09/02/18	Jeff Rowan	775-246-3722	61 Industrial Parkway, Carson City, NV 89706
City of Reno	2017 Sewer Lift Station Replacement	$ 3,843,007.00	Underground Utilities	07/16/18	Jon Simpson	775-689-2961	P.O. Box 1900, Reno NV 89505
Core Construction	Starbucks Distribution Center	$ 7,958,567.00	Sitework	04/15/18	Travis Coombs	775-525-5757	5330 Reno Corporate Drive, Reno, NV 89511
Town of Truckee	Brockway Road Corridor & East River Street	$ 2,687,007.00	Road Reconstruct	02/01/18	Jessica Thompson	530-582-2938	10183 Truckee Airport Road, Truckee, CA 96161
Washoe County	2017/2018 Roadway & Parking Lot Repairs	$ 3,155,007.00	Chip Seal/Microsurfacing/Cape Seal/Asphalt Paving	11/30/17	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, Nevada 89520
City of South Lake Tahoe	El Dorado Beach to Ski Run Bike Trail	$ 2,352,675.00	Reconstruct	11/28/17	Stan Hill	530-542-6039	1052 Tata Lane, South Lake Tahoe, CA 96150

Washoe County	N. Valleys Phase V Sports Complex	$ 2,330,007.00	Reconstruct	11/15/17	Brett Steinhardt	775-328-3600	1001 E. 9th Street, Reno, Nevada 89520
City of Santa Clarita	2016-17 Slurry Seal	$ 1,496,000.00	Slurry Seal/Microsurfacing	11/07/17	Frank Lujan	661-294-2538	23920 Valencia Blvd., Santa Clarita, CA 91355
County of San Joaquin	Chip Seal 2016-2017	$ 1,721,007.00	Chip Seal	10/01/17	Awni Taha	209-953-7619	1810 E. Hazelton Avenue, Stockton, CA 95205
Eureka County	Eureka County 2017 Streets Maintenance Project	$ 2,336,418.20	Chip Seal/Slurry Seal	10/01/17	Loren Hunewill	775-623-2888	P.O. Box 714, Eureka, NV 89316
Santa Barbara County	2016-17 Countywide Preventive Maintenance Proje	$ 865,400.00	Cape Seal/Microsurfacing	09/30/17	Andrew Rose	805-739-8794	620 W. Foster Rd., Santa Maria, CA 93455
California Department of Transportation	Caltrans 02-4E4204 Hallelujah Junction	$ 9,527,007.00	Reconstruct	09/20/17	John Yolton	530-864-9033	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	2016 Pavement Maintenance Project	$ 5,137,007.00	Chip Seal/Microsurfacing/Crack Seal/Asphalt Paving	07/31/17	Doug Maloy	775-335-1865	1105 Terminal Way, Ste 108, Reno, NV 89502
Reno-Sparks Indian Colony	RSIC Sewer & Water Improvement	$ 3,072,007.00	Underground Utilities	07/21/17	Craig Wesner	775-827-6111	34 Reservation Road, Reno, NV 89502
Washoe County	2016/2017 Slurry Seal of Selected Streets	$ 3,936,404.00	Slurry Seal	10/31/16	Greg Belancio	775-328-2041	1001 E. 9th Street, Reno, NV 89520
Douglas County	Buckeye Road Reconstruct	$ 1,544,007.00	Road Reconstruct	09/30/16	Jon Erb	775-782-6274	1120 Airport Rd, Building F-2, Minden, NV 89423
California Department of Transportation	Caltrans 02-1H0104 Quincy	$ 2,206,007.00	Road Reconstruct	09/30/16	Ron Collins	530-605-5866	1727 30th Street, Sacramento, CA 95816
City of Portola	Portola Reconstruct A15	$ 2,497,933.55	Road Reconstruct	09/29/16	Daniel Bastian	530-836-2644	P.O. Box 1225, Portola, CA 96122
Regional Transportation Commission	North McCarran at North Virginia Intersection	$ 3,124,007.00	Road Reconstruct	09/16/16	Blaine Petersen	775-335-1871	1105 Terminal Way, Ste 108, Reno, NV 89502
Lander County	Battle Mountain 2016 Road Maintenance Project	$ 3,087,816.00	Chip/Slurry	09/15/16	Burt Ramos	775-635-2728	50 State Route 305, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3603 Denio	$ 2,527,366.00	Chip Seal	09/01/16	Dave Schwartz	775-623-8070	795 E. Fourth Street, Winnemucca, NV 89445
Tahoe Truckee Unified School District	2015 Track & Field Project	$ 3,059,795.00	Track & Field Reconstruct	08/20/16	Rob Koster	530-582-2542	11063 Donner Pass Road, Truckee, CA 96161
Carson City	Mountain Street Rehabilitation	$ 1,869,007.00	Road Reconstruct	06/30/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
City of Reno	College Drive Sewer Project	$ 2,693,360.00	Sewer Reconstruct	01/30/16	Khalil Wilson	775-334-2461	PO Box 1900, Reno, NV 89505
Carson City	East West Water Transmission Main Ph 2A-2	$ 1,693,810.00	Water Line Reconstruct	01/21/16	Rick Cooley	775-887-2355	201 N. Carson St. Ste 2, Carson City, NV 89701
United Construction	Logisticenter Building A	$ 2,672,038.96	Sitework	09/28/15	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Washoe County	Ventana Parkway	$ 1,030,961.35	Road Reconstruct	08/31/15	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno, NV 89520
City of Clovis	Clovis Rubberized Cape Seal	$ 1,392,865.00	Cape Seal	08/30/15	Steve White	559-324-2060	1033 Fifth Street, Clovis, CA 93612
SMC Contracting Inc.	Edgewood Phase 3	$ 5,926,264.66	Site Reconstruct	05/30/15	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
City of Carson City	East West Water Transmission Main	$ 2,103,233.00	Water Line Reconstruct	04/30/15	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 2, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	$ 1,705,053.00	Street Reconstruct	02/27/15	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	$ 1,076,118.00	Apron Paving & Reconstruction	02/04/15	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Res	$ 1,335,326.00	Street Reconstruct	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	$ 1,554,860.00	Corrective Maintenance	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	$ 2,216,474.00	Slurry Seal	01/31/15	Scott Gibson	775-335-1874	P.O. Box 30002, Reno, NV 89520
City of Brentwood	Brentwood 2014 Pavement Management Program	$ 534,746.00	Asphalt Maintenance	12/31/14	Anthony Salam	925-516-5420	150 City Park Way, Brentwood, CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	$ 2,567,813.00	Chip Seal	12/31/14	Sam Lompa	775-888-3040	310 Galetti Way, Sparks, NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	$ 5,353,530.00	Street Reconst/Underground Utilities	12/31/14	Jim Merino	530-542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	$ 2,208,709.00	Street Reconstruction	12/19/14	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
Associa Sierra North	Arrowcreek 2014	$ 1,616,752.00	Asphalt Maintenance	11/15/14	Jeanne Tarantino	775-626-7333	10509 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	$ 392,695.00	Apron Paving & Reconstruction	11/14/14	Steve Cooke	916-591-0310	6650 Aviation Drive, Sacramento, CA 95873
Washoe County	Washoe County - 2014/2015 Slurry Seal	$ 1,558,641.00	Asphalt Maintenance	11/07/14	Greg Belancio	775-328-2040	1001 E. 9th Street, Reno NV 89520
Town of Truckee	Glenshire Drive Phase II	$ 2,654,007.00	Street Reconst/Underground Utilities	11/01/14	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
Northstar Community Services District	Martis Valley Trail Segment 1A Project	$ 513,889.00	Trail Reconstruct	10/31/14	Eric Martin	530-562-0747	908 Northstar Drive, Northstar, CA 96161
County of San Joaquin	San Joaquin Slurry Seal 2013	$ 681,713.00	Asphalt Maintenance	10/23/14	Jayna Rutz	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
SMC Contracting Inc.	Edgewood Phase 2	$ 1,375,385.00	Site Reconstruct	10/15/14	Joe Steward	775-324-1800	290 Gentry Way, Suite 1, Reno, NV 89502
Reno Tahoe Airport Authority	Landside Pavement - Phase 7	$ 400,710.00	Apron Paving & Reconstruction	10/15/14	Tony Curatolo	775-328-6400	P.O. Box 12490, Reno NV 89510
Contra Costa County	Contra Costa 2014 Slurry Seal	$ 407,239.00	Asphalt Maintenance	10/15/14	Public Works	925-313-2000	255 Glacier Drive, Martinez CA 94553
Elko County School District	Spring Creek Elementary ADA Retrofit	$ 529,421.00	Parking Lot Reconstruct	09/30/14	Aaron Martinez	775-738-7271	442 Court Street, Elko NV 89801
Nevada Department of Transportation	NDOT Q2-004-14 Coldsprings Cattle Guards	$ 136,123.00	Cattle Guard	09/30/14	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Austin 2014 Road Maintenance	$ 1,438,778.00	Asphalt Maintenance	09/30/14	Cody Black	775-329-5559	315 S. Humboldt Street, Battle Mountain, NV 89820
Washoe County School District	WCSD Pavement Maintenance 2014	$ 721,007.00	Asphalt Maintenance	08/25/14	Gary Clark	775-348-0200	925 E. 9th Street, Reno NV 8950
Nevada Department of Transportation	NDOT 3563 Chip Seal	$ 2,288,324.00	Chip Seal	08/08/14	Randy Hastlee	775-289-1700	1401 E. Autum Street, Ely NV 89301

Exhibit A

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

Company Name	Bid №
Sierra Nevada Construction, Inc.	27300194

Pursuant to NRS 338.141(b), bids must include the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. The list must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

Furthermore, a prime contractor shall include his or her name on the list required above (self-list). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or
(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

5% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: Sierra Nevada Construction, Inc.

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
1.1-1.3, 1.5-1.9, 1.10(P), 1.11, 1.12(P), 1.13-1.18, 1.21-1.35, 1.39-1.48, 3.1, 3.2(P), 3.3-3.6, 3.8-3.19	All remaining work except those not required to be listed per NRS 338.141.

5% SUBCONTRACTOR INFORMATION

List all subcontractors that exceed 5% of bid amount.

1. 5% Subcontractor Name: Tholl Fence Inc.

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
5493A - C-25	1.10(P), 1.12(P), 1.36-1.38, 3.2(P)	Fencing

2. 5% Subcontractor Name: Titan Electrical Contracting

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
69814 - C-2	1.19, 1.49, 2.1-2.10	Electrical

3. 5% Subcontractor Name:

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

4. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

5. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

10. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

11. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

12. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

13. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

14. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

15. 5% Subcontractor Name

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

Exhibit A

CITY OF CARSON CITY, NEVADA
5% SUBCONTRACTOR INFORMATION

Due from Bidder/Prime Contractor at bid submission.

16. 5% Subcontractor Name		
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

17. 5% Subcontractor Name		
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

18. 5% Subcontractor Name		
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

19. 5% Subcontractor Name		
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

20. 5% Subcontractor Name		
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

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, Vice-President
Authorized Representative's Printed Name

C J D. H
Authorized Representative's Signature & Date

9/10/26

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

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

Company Name	Bid №
Sierra Nevada Construction, Inc.	27300194

Pursuant to NRS 338.141(b), within two (2) hours after the completion of the opening of the bids, the contractors who submitted the three (3) lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will (1) be paid an amount exceeding $250,000, or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the prime contractor's total bid or $50,000, whichever is greater. For each first tier subcontractor whose name is listed pursuant to the above requirements, the number of the license issued to the first tier subcontractor pursuant to Chapter 624 of NRS is required.

Furthermore, a prime contractor shall include his or her name on the list required above (self-list). If the prime contractor will perform any work which is more than one percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor listed pursuant to paragraph (a) or (b) of NRS 338.141 subsection 1, the prime contractor shall also include on the list:

(a) A description of the labor or portion of the work that the prime contractor will perform; or
(b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed pursuant to paragraph (a) or (b) of subsection 1."

1% BIDDER SELF-LIST

As required by NRS 338.141, Subsection 3.

Bidder/Prime Contractor: Sierra Nevada Construction, Inc.

Bid Item №(s)	Scope of Self-Performed Work *(see (a) and (b) above)*
1.1-1.3, 1.5-1.9, 1.10(P), 1.11, 1.12(P), 1.13-1.18, 1.21-1.36, 1.39-1.48, 3.1, 3.2(P), 3.3-3.6, 3.8-3.19	All remaining work except those not required to be listed per NRS 338.141.

1% SUBCONTRACTOR INFORMATION

List all subcontractors that will (1) be paid an amount exceeding $250,000 or (2) will not be paid an amount exceeding $250,000, but will be paid one percent (1%) of the total bid or $50,000, whichever is greater.

1. Subcontractor Name: Thall Fence Inc. — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
5493A-C-25	1.10(P), 1.12(P), 1.36-1.38, 3.2(P)	Fencing

2. Subcontractor Name: Titan Electrical Contracting — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work
69814-C-2	1.19, 1.49, 2.1-2.10	Electrical

3. Subcontractor Name: — *Check here if subcontract exceeds $250,000* ☐

NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

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

4. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

5. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

6. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

7. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

8. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

9. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

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

10. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

11. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

12. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

13. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

14. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

15. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	**Bid Item №(s)**	**Scope of Work**

Exhibit A

CITY OF CARSON CITY, NEVADA
1% SUBCONTRACTOR INFORMATION

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

16. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

17. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

18. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

19. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

20. Subcontractor Name		*Check here if subcontract exceeds $250,000* ☐
NV Contractor License № & Class	Bid Item №(s)	Scope of Work

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, Vice-President
Authorized Representative's Printed Name

C. D. Holt
Authorized Representative's Signature & Date

9/10/26

Exhibit A

LIST OF SUBCONTRACTORS / SUBCONSULTANTS & SUPPLIERS BIDDING

Contractor	Phone	NV Contractor License №	License Limit	DBE or non-DBE	DBE Majority Owner Race
Sierra Nevada Construction, Inc.	(775) 355-0420	25565	> $10 Million	Select One	
Address	**NAICS Code for each scope of project work**			**Age of DBE Firm**	**DBE Majority Owner Gender**
P.O. Box 50760, Sparks, Nevada 89435	237310, 238110, 238910, 561990, 237110				

List all Subcontractors, Subconsultants, and Suppliers providing bids to you for this contract:

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Summit Line Construction Inc.	(435) 657-1955	90891	> $10 Million	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
441 W. Powerline Road, Heber City, Utah 84032	Subcontractor	238210			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Titan Electrical Contracting Inc.	(775) 857-4500	69814	> $10 Million	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
5450 Mill Street, Suite 100, Reno, Nevada 89502	Subcontractor	238210			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Tholl Fence Inc.	(775) 358-8680	5493A	> $10 Million	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
800 Glendale Avenue, Sparks, Nevada 89431	Subcontractor	238990			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Crusader Fence Company LLC.	(916) 631-9191	92436	> $10 Million	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
3115 Gold Valley Drive, Rancho Cordova, California 95742	Subcontractor	238990			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
F3 Inc.	(775) 451-7255	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
145 Isidor Court, Suite B, Sparks, Nevada 89441	Select One	541370			

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

Until further notice, DBE information is not required.

Exhibit A

LIST OF SUBCONTRACTORS / SUBCONSULTANTS & SUPPLIERS BIDDING

Contractor	Phone	NV Contractor License №	License Limit	DBE or non-DBE	DBE Majority Owner Race
Sierra Nevada Construction, Inc.	(775) 355-0420	25565	> $10 Million	Select One	
Address	**NAICS Code for each scope of project work**			**Age of DBE Firm**	**DBE Majority Owner Gender**
P.O. Box 50760, Sparks, Nevada 89435	237310, 238110, 238910, 561990, 237110				

List all Subcontractors, Subconsultants, and Suppliers providing bids to you for this contract:

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Jensen Infrastructure	(775) 359-6200	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
625 Bergin Way, Sparks, Nevada 89431	Supplier	327390			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Rinker Materials	(775) 358-4430	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
999 Marietta Way, Sparks, Nevada 89431	Supplier	327332			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Blue Ember Technologies LLC.	(410) 552-9888	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
7560 Main Street, Skyesville, MD 21784	Supplier	423990			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Q&D Mustang Quarry	(775) 342-6000	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
12050 I-80, Sparks, Nevada 89434	Supplier	324121			

Name	*Phone*	*NV Contractor License №*	*License Limit*	*DBE or non-DBE*	*DBE Majority Owner Race*
Cinderlite Trucking Corp.	(775) 882-4483	N/A	Select One	Select One	
Address	*Subcontractor or Supplier*	*NAICS Code for each scope of project work*		*Age of DBE Firm*	*DBE Majority Owner Gender*
1665 S. Sutro Terrace, Carson City, Nevada 89706	Supplier	212321			

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

Until further notice, DBE information is not required.

Exhibit A

CITY OF CARSON CITY, NEVADA
CERTIFICATION OF AUTHORIZATION & UNDERSTANDING

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor
if the above is a Subcontractor, list the Prime Contractor for the project with whom you have been contracted.	PWP №	CC-2027-524
Project №	Project Name	
P303525006	North Lompa Multi-Use Path Extension	
Weekly Payroll Date *(example, Friday after week ending date)*		
Friday after week ending date		

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, LCPtracker.

For questions regarding certified payroll on Carson City construction projects please contact documentcontrol@carsoncity.gov.

For federally-funded projects, please review the following excerpts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

Davis Bacon and Related Acts 29 CFR § 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 CFR § 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.*

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

Kathleen Dimick
Designated Payroll Officer Printed Name

(775) 355-0420
Designated Payroll Officer Phone

certifiedpayroll@snc.biz
Designated Payroll Officer Email

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Craig D. Holt, Vice-President
Authorized Representative's Printed Name

C Holt
Authorized Representative's Signature & Date

9/10/26

Exhibit A

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	◉ Bidder/Prime ○ Subcontractor

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

◉ **I have no conflict of interest to report.**

Carson City requires all persons or firms seeking to do business with the City to provide the following information. 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.

The above-listed is a/an:

- ◉ Corporation
- ○ Partnership
- ○ Sole Owner
- ○ Association
- ○ Other:

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

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."

Exhibit A

CITY OF CARSON CITY, NEVADA
CONFLICT OF INTEREST DISCLOSURES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

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." If none, enter none.

Employee	Title/Position	Department
None		

Insert additional pages if required.

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." If none, enter none.

Official	Title/Position	Department
None		

Insert additional pages if required.

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." If none, enter none.

Board Member	Board, Commission, or Committee Department
None	

Insert additional pages if required.

AUTHORIZED SIGNATURE

I, the undersigned, hereby affirm that all information provided on this form is true, accurate, and complete to the best of my knowledge. I am duly authorized to execute this form on behalf of the entity named herein.

Craig D. Holt, Vice-President
Authorized Representative's Printed Name

C. D. Holt
Authorized Representative's Signature & Date

9/10/26

Exhibit B

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

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

APPENDIX II TO 2 CFR PART 200
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

APPENDIX II (A) – REMEDIES

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

§ 200.339 Remedies for noncompliance.

The Federal agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. See § 200.208 for additional information on specific conditions. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

(a) Temporarily withhold payments until the recipient or subrecipient takes corrective action.

(b) Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.

(c) Suspend or terminate the Federal award in part or in its entirety.

(d) Initiate suspension or debarment proceedings as authorized in 2 CFR part 180 and the Federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.

(e) Withhold further Federal funds (new awards or continuation funding) for the project or program.

(f) Pursue other legally available remedies.

Bidder agrees to include the above clause in each subcontract financed in whole or in part with federal assistance.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

APPENDIX II (B) - TERMINATION

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

§ 200.340 Termination.

(a) The Federal award may be terminated in part or its entirety as follows:

(1) By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;

(2) By the Federal agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

(3) By the recipient or subrecipient upon sending the Federal agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through entity may terminate the Federal award in its entirety; or

(4) By the Federal agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

(b) The Federal agency or pass-through entity must clearly and unambiguously specify all termination provisions in the terms and conditions of the Federal award.

(c) When the Federal agency terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, the Federal agency must report the termination in SAM.gov. A Federal agency must use the Contractor Performance Assessment Reporting System (CPARS) to enter information in SAM.gov.

(1) The information required under paragraph (c) of this section is not to be reported in SAM.gov until the recipient has either:

(i) *Exhausted its opportunities to object or challenge the decision (see § 200.342); or*

(ii) *Has not, within 30 calendar days after being notified of the termination, informed the Federal agency that it intends to appeal the decision to terminate.*

(2) If a Federal agency, after entering information about a termination in SAM.gov, subsequently:

(i) *Learns that any of that information is erroneous, the Federal agency must correct the information in the system within three business days;*

(ii) *Obtains an update to that information that could be helpful to other Federal agencies, the Federal agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.*

(3) The Federal agency must not post any information that will be made publicly available in the non-public segment of SAM.gov that is covered by a disclosure exemption under the Freedom of Information Act (FOIA). When the recipient asserts within seven calendar days to the Federal agency which posted the information that a disclosure exemption under FOIA covers some of the information made publicly available, the Federal agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Before reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's FOIA procedures.

(d) When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

§ 200.341 Notification of termination requirement.

(a) The Federal agency or pass-through entity must provide written notice of termination to the recipient or subrecipient. The written notice of termination should include the reasons for termination, the effective date, and the portion of the Federal award to be terminated, if applicable.

(b) If the Federal award is terminated for the recipient's material failure to comply with a Federal award, the notification must state the following:

(1) The termination decision will be reported in SAM.gov;

(2) The information will be available in SAM.gov for five years from the date of the termination and then archived;

(3) Federal agencies that consider making a Federal award to the recipient during the five year period must consider this information in judging

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

whether the recipient is qualified to receive the Federal award when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;

(4) The recipient may comment on any information in SAM.gov about the recipient for future consideration by Federal agencies. The recipient may submit comments in SAM.gov.

(5) Federal agencies should consider the recipient's comments when determining whether the recipient is qualified for a Federal award.

(c) Upon termination of the Federal award, the Federal agency must provide the information required by the Federal Funding Accountability and Transparency Act (FFATA) to USAspending.gov. In addition, the Federal agency must update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 2313 and 31 U.S.C. 3321.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

§ 200.342 Opportunities to object, hearings, and appeals.

The Federal agency must maintain written procedures for processing objections, hearings, and appeals. Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), the Federal agency must provide the recipient with an opportunity to object and provide information challenging the action. The Federal agency or pass-through entity must comply with any requirements for hearings, appeals, or other administrative proceedings to which the recipient or subrecipient is entitled under any statute or regulation applicable to the action involved.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

§ 200.343 Effects of suspension and termination.

Costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a Federal award are not allowable unless the Federal agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

APPENDIX II (C) - EQUAL OPPORTUNITY

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Chapter 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following:

Federally Assisted Construction Contract Equal Opportunity

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the

Secretary of Labor.

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

Bidder agrees to include the above clause in each lower tier covered subcontract $10,000 and greater.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

Exhibit B

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

Federally Assisted Contract Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

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

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

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Bidder agrees to include the above clause in each lower tier covered subcontract less than $10,000.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

APPENDIX II (D) - DAVIS-BACON ACT & COPELAND ANTI-KICKBACK LAW

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a 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 public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Wage Determinations apply to Bid Advertisements where federal funding exceeds $2,000 and are made available in NGEM. 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 addenda.

Where both Prevailing Wage Rates - Northern Nevada Rural Region and Davis-Bacon Wages are applicable, the higher rate for each classification shall be paid. City will not consider a Bid that fails to comply with the above-stated requirements.

Davis-Bacon Act Clauses

(a) ***Required Contract Clauses.*** *The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):*

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

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

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

(A) *In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a*

wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

(iii) ***Conformance.***

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

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

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

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

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

(C) *If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

(D) *In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

(E) *The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

(iv) ***Fringe benefits not expressed as an hourly rate.*** *Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

(v) ***Unfunded plans.*** *If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.*

(vi) ***Interest.*** *In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.*

(2) ***Withholding –***

(i) ***Withholding requirements.*** *The (write in name of Federal Agency or the loan or grant recipient) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued*

payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(A) *A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;*

(B) *A contracting agency for its reprocurement costs;*

(C) *A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;*

(D) *A contractor's assignee(s);*

(E) *A contractor's successor(s); or*

(F) *A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.*

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

(i) ***Basic record requirements –***

(A) ***Length of record retention.*** *All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.*

(B) ***Information required.*** *Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 USC 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.*

(C) ***Additional records relating to fringe benefits.*** *Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 USC 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.*

(D) ***Additional records relating to apprenticeship.*** *Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.*

(ii) ***Certified payroll requirements —***

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

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

(B) ***Information required.*** *The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at:*

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf

or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) ***Statement of Compliance.*** *Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:*

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) ***Use of Optional Form WH-347.*** *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.*

(E) ***Signature.*** *The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.*

(F) ***Falsification.*** *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 3729.*

(G) ***Length of certified payroll retention.*** *The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.*

(iii) ***Contracts, subcontracts, and related documents.*** *The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.*

(iv) ***Required disclosures and access —***

(A) ***Required record disclosures and access to workers.*** *The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.*

(B) ***Sanctions for non-compliance with records and worker access requirements.*** *If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be*

precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** *Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.*

(4) ***Apprentices and equal employment opportunity –***

(i) ***Apprentices —***

(A) ***Rate of pay.*** *Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

(B) ***Fringe benefits.*** *Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.*

(C) ***Apprenticeship ratio.*** *The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.*

(D) ***Reciprocity of ratios and wage rates.*** *Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.*

(ii) ***Equal employment opportunity.*** *The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.*

(5) ***Compliance with Copeland Act requirements.*** *The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.*

(6) ***Subcontracts.*** *The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.*

(7) ***Contract termination: debarment.*** *A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment*

as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** *All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*

(9) ***Disputes concerning labor standards.*** *Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.*

(10) ***Certification of eligibility.***

(i) *By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 USC 3144(b) or § 5.12(a).*

(ii) *No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 USC 3144(b) or § 5.12(a).*

(iii) *The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 USC 1001.*

(11) ***Anti-retaliation.*** *It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:*

(i) *Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;*

(ii) *Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;*

(iii) *Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or*

(iv) *Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.*

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

COPELAND ANTI-KICKBACK LAW

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 3145), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 of 1950 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours and Safety Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Copeland Anti-Kickback Law Clauses

§ 3.3 Certified payrolls.

(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, each week must provide a copy of its weekly payroll for all laborers and mechanics engaged on work covered by this part and part 5 of this chapter during the preceding weekly payroll period, accompanied by a statement of compliance certifying the accuracy of the weekly payroll information. This statement must be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and must be on the back of Form WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH-347 may be obtained from the contracting or sponsoring*

agency or from the Wage and Hour Division website at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The signature by the contractor, subcontractor, or the authorized officer or employee must be an original handwritten signature or a legally valid electronic signature.

(c) The requirements of this section do not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§ 3.4 Submission of certified payroll and the preservation and inspection of weekly payroll records.

(a) ***Certified payroll.*** *Each certified payroll required under § 3.3 must be delivered by the contractor or subcontractor, within 7 days after the regular payment date of the payroll period, to a representative at the site of the building or work of the agency contracting for or financing the work, or, if there is no representative of the agency at the site of the building or work, the statement must be delivered by mail or by any other means normally assuring delivery by the contractor or subcontractor, within that 7 day time period, to the agency contracting for or financing the building or work. After the certified payrolls have been reviewed in accordance with the contracting or sponsoring agency's procedures, such certified payrolls must be preserved by the agency for a period of 3 years after all the work on the prime contract is completed and must be produced for inspection, copying, and transcription by the Department of Labor upon request. The certified payrolls must also be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.*

(b) ***Recordkeeping.*** *Each contractor or subcontractor must preserve the regular payroll records for a period of 3 years after all the work on the prime contract is completed. The regular payroll records must set out accurately and completely the name; Social Security number; last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid. The contractor or subcontractor must make such regular payroll records, as well as copies of the certified payrolls provided to the contracting or sponsoring agency, available at all times for inspection, copying, and transcription by the contracting officer or their authorized representative, and by authorized representatives of the Department of Labor.*

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the laborer or mechanic as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the laborer or mechanic employed to funds established by the contractor or representatives of the laborers or mechanics, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of the laborers or mechanics, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) *Voluntarily consented to by the laborer or mechanic in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment; or*

(ii) *Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its laborers or mechanics;*

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions must serve the convenience and interest of the laborer or mechanic.

(e) Any deduction requested by the laborer or mechanic to enable him or her to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(f) Any deduction voluntarily authorized by the laborer or mechanic for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(g) Any deduction voluntarily authorized by the laborer or mechanic for the making of contributions to charitable organizations as defined by 26 U.S.C. 501(c)(3).

(h) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its laborers or mechanics provides for such deductions and the deductions are not otherwise prohibited by law.

(i) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and 29 CFR part 531. When such a deduction is made the additional records required under 29 CFR 516.25(a) must be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the laborer or mechanic as their own property for their personal protection in their work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the contractor, if such deduction does not violate the Fair Labor Standards Act or any other law, if the cost on which the deduction is based does not exceed the actual cost to the contractor where the equipment is purchased from the contractor and does not include any direct or indirect monetary return to the contractor where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the laborer or mechanic in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its laborers and mechanics.

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either

(1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or

(2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 must comply with the requirements prescribed in the following paragraphs of this section:

(a) The application must be in writing and addressed to the Secretary of Labor. The application must be submitted by email to dbadeductions@dol.gov, by mail to the United States Department of Labor, Wage and Hour Division, Director, Division of Government Contracts Enforcement, 200 Constitution Ave., NW, Room S-3502, Washington, DC 20210, or by any other means normally assuring delivery.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of § 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application must state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation must be accompanied by a full statement of the facts indicating such compliance.

(d) The application must include a description of the proposed deduction, the purpose of the deduction, and the classes of laborers or mechanics from

whose wages the proposed deduction would be made.

(e) The application must state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor will decide whether or not the requested deduction is permissible under provisions of § 3.6; and will notify the applicant in writing of the decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to 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 covered by the regulations in this part must expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5(a) of this subtitle. However, these requirements will be considered to be effective by operation of law, whether or not they are incorporated into such contracts, as set forth in § 5.5(e) of this subtitle.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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 must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** *The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.*

(1) ***Overtime requirements.*** *No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.*

(2) ***Violation; liability for unpaid wages; liquidated damages.*** *In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).*

(3) ***Withholding for unpaid wages and liquidated damages —***

(i) ***Withholding process.*** *The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.*

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

(A) *A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;*

(B) *A contracting agency for its reprocurement costs;*

(C) *A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;*

(D) *A contractor's assignee(s);*

(E) *A contractor's successor(s); or*

(F) *A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.*

(4) ***Subcontracts.*** *The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance*

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by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** *It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:*

(i) *Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;*

(ii) *Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;*

(iii) *Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or*

(iv) *Informing any other person about their rights under CWHSSA or this part.*

(c) ***CWHSSA required records clause.*** *In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.*

(d) ***Incorporation of contract clauses and wage determinations by reference.*** *Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.*

(e) ***Incorporation by operation of law.*** *The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law*

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (G) - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the federal funding agency and the Regional Office of the Environmental Protection Agency (EPA).

For contracts exceeding $150,000, or construction contracts exceeding $100,000, Bidder agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

Bidder agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to City, the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

Bidder agrees to include these requirements in each subcontract for projects exceeding $150,000, or construction projects exceeding $100,000, financed in whole or in part with federal assistance.

This project is located in an attainment area for air quality. Bidder shall contact the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection at (775) 687-4670, regarding special considerations concerning air quality requirements of the basin in which this project is located.

Compliance with all rules, regulations, special stipulations, and laws pertaining to air quality shall be the responsibility of Bidder and the cost of said compliance will be measured and paid for as specified in the General Conditions. Penalties associated with non-compliance of these rules, regulations, special stipulations and laws shall not be sufficient cause for increases in costs or time to the contract.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to Carson City and understands and agrees that Carson City will, in turn, report each violation as required to assure notification the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Carson City and understands and agrees that Carson City will, in turn, report each violation as required to assure notification the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions exceeding $150,000 financed in whole or in part with federal assistance.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (H) - DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

All contracts and subcontracts must include this suspension and debarment clause. The suspension and debarment regulations restrict awards, subawards, contracts, and subcontracts with parties that are suspended, debarred, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.

The required self-certification forms are made available with the bid package.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The contractor agrees to include these requirements in each subcontract financed in whole or in part with federal assistance.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000 (and 49 CFR Part 29 if USDOT-assisted). As such, the prospective lower tier participant is required to verify that none of the prospective lower tier participant's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). Terms, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180.

The prospective lower tier participant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and by submitting this proposal agrees that it will include this clause, without modification, and must include a requirement to comply with these regulations in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The prospective lower tier participant agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

This certification is a material representation of fact relied upon by Carson City. If it is later determined that the prospective lower tier participant did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Carson City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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. 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.

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Except for transactions authorized under the above paragraph, 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.

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.

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.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (I) - BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

All contracts and subcontracts must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government in contracts of $100,000 or more. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

The required self-certification forms are made available with the bid package.

Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal agency.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The contractor agrees to include these requirements in each subcontract for projects exceeding $100,000 financed in whole or in part with federal assistance.

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Bidder agrees to include the above clause in each lower tier covered subcontract for projects $100,000 and greater.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (J) - PROCUREMENT OF RECOVERED MATERIALS

See CFR § 200.323. This required contract provision applies to all procurements made by a state agency or political subdivision of a state and its contractors for certain items, as designated by the Environmental Protection Agency, with a purchase price greater than $10,000. *Indian Tribes and nonprofits are not subject to these requirements.*

A state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

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APPENDIX II (K) - PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

See 2 CFR §200.216. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) and 2 CFR § 200.216, prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, federal award recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any federal award funds to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(c) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

All federal award recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all federally-funded contracts and subcontracts, including any purchase orders.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) ***Definitions.*** *As used in this clause—*

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(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 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) *Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or*

(ii) *For reasons relating to regional stability or surreptitious listening;*

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) ***Prohibition.***

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) ***Exceptions.*** *This clause does not prohibit contractors from providing—*

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) ***Reporting requirement.***

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) *Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.*

(ii) *Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.*

(e) ***Subcontracts.*** *The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.*

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES

Required provisions & clauses for any federally-assisted contract.

APPENDIX II (L) - DOMESTIC PREFERENCES FOR PROCUREMENTS

See CFR § 200.322. The required self-certification forms are made available with the bid package.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS – CERTIFIED PAYROLL

Required provisions & clauses for any federally-assisted construction contract, pursuant to FHWA-1273.

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

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

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

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – BABAA

Required provisions & clauses for BABAA.

BUILD AMERICA, BUY AMERICA ACT (BABAA)

The following clause applies only to projects where Build America, Buy America Act conditions apply. The required self-certification forms are made available with the bid package.

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject federal financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding obligations to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023.

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived. For additional information on types of BABAA waivers, please refer to the Federal Funding Agency's website.

Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Carson City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Funding Agency. Contractors and subcontractors certify that no federal financial assistance funding 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. BABAA, Pub. L. No. 117-58, §§ 70901-52.

Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to Carson City who, in turn, will forward the disclosures to the Federal Funding Agency; subrecipients will forward disclosures to the Contractor, who will, in turn, forward the disclosures to Carson City.

Bidder agrees to include the above clause in each lower tier covered subcontract when BABAA applies.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – USDOT

Required provisions & clauses for USDOT contracts

USDOT CONTRACT PROVISIONS

APPENDIX A OF DEPARTMENT OF TRANSPORTATION ORDER 1050.2A RELATED TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – USDOT

Required provisions & clauses for USDOT contracts

APPENDIX E OF DEPARTMENT OF TRANSPORTATION ORDER 1050.2A RELATED TO TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – USDOT

Required provisions & clauses for USDOT contracts

USDOT CONSTRUCTION CONTRACT PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID HIGHWAY CONSTRUCTION

Disadvantaged Business Enterprise. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDER DBE AFFIRMATIVE ACTION REQUIREMENTS

A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.

B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.

C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;

(a) Black (a person having origins in any of the black racial groups of Africa);

(b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

(c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(e) A woman

D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

(a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

(b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

Bidder agrees to include the above clause in each lower tier covered subcontract.
It is further agreed that the clause shall not be modified, except to identify the party who will be subject to its provisions.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – FHWA

Required provisions & clauses for FHWA Construction Contracts, FHWA-1273.

FHWA-1273 (Revised October 23, 2023)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. **General**
II. **Nondiscrimination**
III. **Non-segregated Facilities**
IV. **Davis-Bacon and Related Act Provisions**
V. **Contract Work Hours and Safety Standards Act Provisions**
VI. **Subletting or Assigning the Contract**
VII. **Safety: Accident Prevention**
VIII. **False Statements Concerning Highway Projects**
IX. **Implementation of Clean Air Act and Federal Water Pollution Control Act**
X. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
XI. **Certification Regarding Use of Contract Funds for Lobbying**
XII. **Use of United States-Flag Vessels**

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – FHWA

Required provisions & clauses for FHWA Construction Contracts, FHWA-1273.

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.
In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – FHWA

Required provisions & clauses for FHWA Construction Contracts, FHWA-1273.

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages (29 CFR 5.5)**

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.*

(1) 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 1.c. of this section, provided that:

(i) 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;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) 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.*

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

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

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

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

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

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

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) 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 1.c.(3) or (4) 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 (29 CFR 5.5)**

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) 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;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. **Records and certified payrolls (29 CFR 5.5)**

a. *Basic record requirements*

(1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements*

(1) 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 contracting 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.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

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. *Required disclosures and access*

(1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) 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 contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices*

(1) 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.

(2) *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.

(3) *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.(4) 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.(1) 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.

(4) *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.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. **Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds

may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) 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;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

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 CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and

(b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

CITY OF CARSON CITY, NEVADA
REQUIRED FEDERAL PROVISIONS & CLAUSES – FHWA

Required provisions & clauses for FHWA Construction Contracts, FHWA-1273.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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Required provisions & clauses for FHWA Construction Contracts, FHWA-1273.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. 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 any Federal 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.

   b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

Liability Insurance

Pursuant to NDOT Spec 107.09 Liability Insurance.

(a) Insurance Requirements for Contractors. Do not commence any work or allow any subcontractor to commence any work under this contract until obtaining all insurance and bonds as required. Maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Consider full compensation for the cost of premiums on the insurance described herein as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore, or for additional premiums which may be required by extensions of the policies of insurance.

1. Minimum Scope of Insurance. Obtain and maintain in force for the full period of this contract:

    a. Worker's Compensation Insurance.

    b. Insurance Services Office Commercial General Liability Insurance Form or its equivalent.

    c. Auto Liability Insurance, code 1, "any auto."

    d. Excess Liability Insurance (Umbrella Form or Following Form Excess where necessary to meet the required minimum amounts of coverage).

    e. Whenever construction operations covered under said contract are to be performed upon or in proximity to railroad property, provide public liability and property damage insurance for limits of coverage not less than required by the railroad.

2. Minimum Limits of Insurance. Maintain limits no less than:

    a. Commercial General Liability. $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate for bodily injury, property damage, including but not limited to personal injury, sickness, disease or death or damage to or destruction of the property of persons arising directly or indirectly out of or in connection with the performance of work under this contract.

    b. Automobile Liability. $1,000,000.00 combined single limit per accident for bodily injury and property damage.

    c. Worker's Compensation Insurance. Obtain worker's compensation insurance according to NRS Chapters 616 and 617 for employees engaged on or at the site of the project.

    In the event any class of employee engaged in any work under this contract or at the site of the project is not protected under the State of Nevada Industrial Insurance Act, then provide and cause each subcontractor to provide adequate insurance coverage in a form and by an insurance carrier satisfactory to the State of Nevada for the protection of such employees. The insurance company shall agree to waive all rights of subrogation against the State of Nevada, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the State of Nevada.

3. Deductibles and Self-Insured Retentions. Declare any deductibles or self-insured retentions to and receive approval by the State of Nevada. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Nevada, Department of Transportation, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain or be endorsed to contain the following provisions:

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

a. General Liability and Automobile Liability Coverages:

(1) The Federal Highway Administration and the Nevada Department of Transportation, their officers, officials, employees, consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Federal Highway Administration and the Nevada Department of Transportation, their officers, officials, employees, consultants, or volunteers.

(2) The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Nevada Department of Transportation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Nevada Department of Transportation, its officers, officials, employees, or volunteers.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) The insurance companies shall immediately notify the Local Agency if, at any time during the term of the contract, the limits of the General Liability, or Excess Liability, including Aggregate Limits, as described on the certificates, have been impaired by more than 10% of the limits indicated for each policy.

(6) The insurance companies that provide Commercial General Liability coverage and/or Automobile Liability coverage shall waive their rights of subrogation against the additional insured.

b. All Coverages:

(1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior notice given to the Local Agency.

(2) Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this contract.

(3) The Local Agency is not liable for the payment of any deductibles or assessments on any insurance policies purchased by the Contractor.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A–:VII. The carrier shall have a home office in the United States. Lloyd's of London is the sole exception to the requirements of Best's Rating, financial size and home office location.

6. Instructions for Completions of Certificates of Insurance. At the time of executing this contract, deliver to the Local Agency, <Street Address, City, NV, ZIP Code>, Attention: Labor Compliance Officer, a certificate of insurance evidencing coverage as specified.

a. If having Commercial General Liability Coverage as provided under the 1986 Occurrence Form, use Standard Accord Certificate 25-S (3/93 Rev.) If having Comprehensive General Liability Coverage as provided under the 1973 Occurrence Form, use Standard Accord Certificate 25-N (3/93). Claims made coverage is not acceptable.

b. By separate endorsements, show the Federal Highway Administration and Department of Transportation to be additional insureds. Sign and attach the additional insured endorsement to the certificate. (It is understood that the certificates of worker's compensation insurance issued by Employers' Insurance Company of Nevada do not name additional insureds).

c. Sign and attach the waiver of subrogation endorsements to the certificate.

d. If the General Liability is provided on an aggregate limit per project, Form #CG2503(11/85) or CB2501(11/85), the Local Agency shall waive the requirements that they be notified when limits have been impaired by more than 10% of the limits indicated. When the coverage is provided on an aggregate limit per project, attach a signed copy of the endorsement to the certificate.

e. Properly show the full legal operating names of the Contractor and insurance carrier on the certificate.

f. If the Contractor's Liability Coverage contains a deductible, show the amount of the deductible on the certificate. If there is no deductible, state it.

g. Amend the cancellation section of the certificate to amended to read as follows:

"Should any of the above-described policies be canceled or materially changed before the expiration date thereof the issuing company will mail 30 days written notice to the certificate holder named to the left."

h. All changes or alterations to the Certificate of Insurance as required by the State of Nevada shall be initialed by the authorized representative who signs the certificate.

i. The Certificate of Insurance must be countersigned by a resident agent in the State of Nevada according to NRS 680A.300.

j. The Certificate of Insurance must comply with all insurance requirements as set forth or the certificate will be rejected.

(b) Railroad Protective Insurance. In addition to any other form of insurance or bonds required under the terms of the contract and specifications, carry insurance of the kinds and in the amount hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on or adjacent to Railroad property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

Obtain the insurance herein required and furnish, to the Engineer, the original and certified copies of all policies as hereinafter specified.

Furnish the Engineer with one certified copy of each of the executed policies required below and, in addition, furnish the UPRR representative listed in the Special Provisions, one certified copy of each of the executed policies required below.

A certification on such copies of insurance shall guarantee that the policy required below will not be amended, altered, modified, or canceled insofar as the coverage contemplated hereunder is concerned, without at least ten (10) days' notice mailed by registered mail to the Engineer and to the Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

The approximate ratio of the estimated cost of the work over or under or within 15 m (50 ft) of Railroad's tracks to the total estimated contract cost will be shown in the Special Provisions.

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

During the life of the "CONTRACTORS RIGHT OF ENTRY AGREEMENT," procure and maintain the insurance coverages listed in the "UNION PACIFIC RAILROAD CONTRACT INSURANCE REQUIREMENTS" which is available on the Internet at www.uprr.com.

(c) General. Furnish the Local Agency with one certified copy of all insurance required under subparagraph (a) of Subsection 107.09 and all copies and original(s) required under subparagraph (b) of Subsection 107.09. Send these copies and original(s) directly to the Local Agency, < Street Address, City, NV, ZIP Code >—Attention: Contract Compliance Officer.

Delete (b) and (c) above and use the following if no UPRR crossings

(b) General. Furnish the Local Agency with one certified copy of all insurance required under subparagraph (a) of Subsection 107.09 of the Standard Specifications. Send this copy directly to the Nevada Department of Transportation, 1263 S. Stewart Street, Carson City, Nevada 89712 - Attention: Contract Compliance Officer.

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Subletting

Pursuant to NDOT Spec 108.01 Subletting of Contract. Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the City by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower-tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows: The type, amount, and price for partial items of work must be clearly indicated. Subcontracts with DBE firms must clearly show the type, amount, and agreed price for the work. The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in Wages and Conditions of Employment paragraph pertaining to Title 29, Code of Federal Regulations, Part 1926.

Per NRS 338.141, a prime contractor shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:

(a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.

(b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the public body or its authorized representative determines that:

1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the prime contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;

2. The named subcontractor files for bankruptcy or becomes insolvent;

3. The named subcontractor fails or refuses to perform his or her subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025; or

4. The named subcontractor is not properly licensed to provide that labor or portion of the work.

(c) If the public body awarding the contract is a governing body, the public body or its authorized representative, in awarding the contract pursuant to NRS 338.1375 to 338.139, inclusive:

1. Applies such criteria set forth in NRS 338.1377 as are appropriate for subcontractors and determines that the subcontractor does not meet that criteria; and

2. Requests in writing a substitution of the subcontractor.

Contract bid prices will prevail for the purpose of computing the monetary value of all subcontracts. Contracts for projects shall specify the minimum percentage of work that a prime contractor must perform with its own organization. **This percentage shall be not less than 30 percent (30%) of the total original contract price**, except as follows:

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If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a prime contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

When performed by subcontract, any items that have been selected as “Specialty Items” for the contract will be excluded from amounts applicable to the subcontracted percentage. “Specialty Items” for the contract will be listed as such in the Special Provisions.

The contract amount bid for “Specialty Items” so performed by subcontractor will be deducted from the original total contract price before computing the amount of work required to be performed by the prime contractor with its own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established, or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by anyone other than the prime contractor.

The City and the prime contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Local Agency. The prime contractor will be held solely responsible for the progress of the work according to the progress required.

Exhibit B

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Insert in each subcontract all of the following contract provisions, copies of which are contained in the contract documents:

If federally funded, use (a) through (g) below:

(a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
See Davis-Bacon Wages included with this Invitation to Bid.

(b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)" AND "APPENDIX A."
See Page 38 of this document.

(c) The "ADDITIONAL CONTRACT PROVISIONS – SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."
See Page 25 of this document.

(d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)."
See Page 25 of this document.

(e) The "ADDITIONAL CONTRACT PROVISIONS – SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES."
See Pages 5 & 8 of this document.

(f) The "ADDITIONAL CONTRACT PROVISIONS – EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions."
See Page 61 of this document.

(g) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS."
See Page 20 of this document.

If state funded, use (a) and (b) below:

(a) LABOR PROVISIONS: The "HOURLY MINIMUM WAGE RATES" as determined by the Labor Commissioner of the State of Nevada.
See Prevailing Wage Rates Northern Nevada Rural Region included with this Invitation to Bid.

(b) The "ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES."
See Pages 5 & 8 of this document.

Insert the following statements into each subcontract:

Statement 1:

NON-DISCRIMINATION IN EMPLOYMENT
AND CONTRACT LABOR PROVISIONS

In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder.

If federally funded, include the following:

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Also included and made a part of this subcontract agreement are the necessary Labor Provisions, including the “Designated Wages” as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the “Required Contract Provisions, All Federal- aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)”; the “Contract Work Hours Standards Act—Overtime Compensation.

If state funded, include the following:

Also included and made part of this subcontract agreement are the necessary Labor Provisions, including the "Prevailing Wages" as determined by the Labor Commissioner of the State of Nevada.

Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964, a pertinent portion is as follows:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin, or sex. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

End Statement 1

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Statement 2:

NOTICE TO PROSPECTIVE SUBCONTRACTORS AND
MATERIAL SUPPLIERS OF REQUIREMENT FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certification of Non-Segregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds $10,000 and is not exempt from the provisions of the Equal Opportunity Clause.

Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Non-Segregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for their employee facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.

Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding

$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

End Statement 2

Each subcontract should also include a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

The Contractor shall not terminate a listed DBE subcontractor (or an approved substitute DBE firm) without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE firm. Good cause includes the following circumstances:

1. The listed DBE fails or refuses to execute a written contract.

2. The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

3. The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.

4. The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.

5. The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.

6. The City has determined the listed DBE is not a responsible Contractor.

7. The listed DBE voluntarily withdraws from the project and provides the Contractor and the Local Agency with written notice of its withdrawal.

8. The listed DBE is ineligible to receive DBE credit for the type of work required.

9. A DBE owner dies or becomes disabled with the result that the listed DBE Contractor is unable to complete its work on the contract.

10. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE after contract award.

The Contractor shall give notice in writing to the DBE and the City of its intent to request to terminate or substitute a DBE, and the reason for the request. The Contractor shall give the DBE 5 days to respond to The Contractor's notice and advise the City and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, the City may provide a response period shorter than five (5) days.

When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

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Payments to Subcontractors & B2GNow

Pursuant to NDOT Spec 109.08 Payments to Subcontractors. Maintain records and documents of payments to subcontractors for three (3) years following the final inspection and acceptance of the contract. These records must be available for inspection upon request by any authorized representative of the City, NDOT, or FHWA. This requirement also extends to any subcontractor.

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than 10 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(3). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

The City will also review payments to DBE/SBE subcontractors to ensure that the actual amount paid to subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

The City will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

The City will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the prime contractor in connection with the subcontractor information or payments.

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Wages and Conditions of Employment

Pursuant to NDOT Spec 110.01 Description. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with its own organization and with the assistance of workers under its immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the City, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the "site of the work." The term "site of the work" is defined as follows:

> The "site of the work" is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor's agents. Material sources controlled by the City and staging areas set up to construct portions of the work are considered to be the "site of the work." Not included in the "site of the work" are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the "site of the work."

Contractor and subcontractor compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and a statement of compliance with respect to each employee engaged in work on the project. Submit these payrolls and a statement of compliance to the City via LCPtracker and, upon request, the State of Nevada Labor Commissioner.

Pursuant to NDOT Spec Laws Cited. See the provisions and requirements of the following:

(a) NRS Chapter 338 - Wages, Hours, and Employment on Public Works.

(b) NRS Chapter 616A - Nevada Industrial Insurance Act. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act and furnish the said certificate before any work commences.

(c) NRS Chapter 612 - Unemployment Compensation Law.

(d) NRS 444.130, 444.200 and 444.210 - Highway Camp Sanitation.

(e) Fair Labor Standards Act of 1938 (52 Stat. 1060).

(f) Work Hours Act of 1962.

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(g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.

(h) NRS Chapter 613 - Fraudulent and Discriminatory Employment Practices.

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On-the-Job Training

Pursuant to NDOT Spec 110.03 Training Program. In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein when an On-the-Job Training goal has been set.

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours of training will be as indicated in the bid solicitation.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Ensure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in the training program selected by the Contractor and approved by the City and the FHWA or NDOT. The City and the FHWA or NDOT will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower-level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

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No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.

Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training requirements.

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Environmental Conditions

Migratory Birds

Construction activities shall be conducted in compliance with the Migratory Bird Treaty Act (50 CFR 10.13), the Bald and Golden Eagle Protection Act (16 U.S.C. 668(a); 50 CFR 22), Nevada Administrative Code 503.050, and NRS 503.620.

Disturbances shall be conducted in a manner that avoids impacts to protected birds that may be actively utilizing land, vegetation, or structures for nesting. Land, vegetation, or structure disturbances occurring during avian nesting season (January 1 through September 30) will require nesting surveys conducted by an approved biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct nesting surveys no more than 7 days prior to any construction activities, including mobilization, land disturbance, vegetation removal, and structure disturbance. If temporary suspensions or disruptions to construction activities greater than 7 consecutive days occur, a new nesting survey will be required prior to resuming construction activities. Nesting surveys shall be documented in survey reports and submitted for approval by the Department's Environmental Services Division prior to commencing land, vegetation, or structure disturbances.

Bird nests containing eggs and/or young are considered active and shall not be disturbed until after the young have left the nest. The Contractor may take preventative measures outside of avian nesting season to ensure that birds do not create nests on structures.

If an active nest is found within the project limits, the Department will determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Construction activities, including foot traffic, shall not occur within the flagged avoidance area while the nest is active. Do not commence land, vegetation, or structure disturbances in the avoidance area until written approval from the Engineer and the Department's Environmental Services Division is obtained.

Be responsible for project delays ensuing from a failure to account for avian nesting and/or safeguarding structures from bird nest construction. Written approval from the Engineer and the Department's Environmental Services Division shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests.

Be responsible for all costs incurred related to protecting migratory birds, nesting surveys, establishment and maintenance of nest avoidance areas, avian nesting preventive measures, or removal of unoccupied nests.

Bats

All bat species are protected by Nevada Administrative Code 503.030. Construction activities shall be conducted in a manner that prevents harm to roosting bats, maternal roosts, and immobile young.

Bat surveys shall be conducted by an approved biologist with experience identifying signs of bat presence. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct bat surveys no more than 7 days prior to tree trimming, tree removal, and structure disturbance, including culverts with a diameter or height 36 inches or greater. If temporary suspensions or disruptions to construction activities greater than 7 consecutive days occur, a new bat survey will be required prior to resuming construction activities. Bat surveys shall be documented in survey reports and submitted for approval by the Department's Environmental Services Division prior to tree trimming, tree removal, or structure disturbance.

If immobile young or a maternal colony are observed during initial inspections, seasonal avoidance measures shall be put in place until an approved biologist determines that all young are mobile, typically in late July. Submit a copy of the proposed seasonal avoidance measures for approval by the Department's Environmental Services Division prior to implementation. Once all young are mobile, construction activities and associated disturbances within 150 feet of the maternal roost are restricted to between the hours of 7:00 pm and 7:00 am. Hourly restrictions may be removed once the approved biologist determines bats have moved out of the roost, typically in late October.

If adult bats or recent signs of bat presence are observed, exclusionary measures shall be required. Submit a copy of proposed exclusionary measures for approval by the Department's Environmental Services Division prior to implementation. Once exclusionary measures are installed, an approved biologist shall conduct a site visit no more than 7 days prior to work to inspect exclusionary measures for effectiveness and conduct inspection training for personnel. Exclusionary measures shall be inspected for effectiveness daily by the Contractor and maintained through the duration of construction activities, or until work on the trees and structures is completed. Exclusionary measures are only permitted when young-of-year are not present on the tree or structure, typically after late October.

If inactive swallow nests are observed, and it is outside avian nesting season (January 1 through September 30), the nests shall be inspected for bats prior to removal. The approved inspecting biologist can remove each nest in accordance with nest removal requirements once the nest has been cleared.

Be responsible for all costs incurred related to protecting bats, including surveys, establishment and maintenance of avoidance areas, exclusionary measures, and removal of unoccupied swallow nests that may be roosting sites for bats. Be responsible for project delays ensuing from a failure to account for bats' use of trees or structures.

If bats appear on project site after work has started, and may be disturbed during work activities, enforce a 150-foot avoidance area and contact the Engineer to coordinate with the Department's Environmental Services Division or the Nevada Department of Wildlife for proper guidance.

Monarch Butterfly

The monarch butterfly (Danaus plexippus) is a candidate species for federal protections under the Endangered Species Act (16 USC 1531-1544). Construction activities shall be conducted in compliance with the Nationwide Candidate Conservation Agreement (Monarch CCAA) and the following requirements to minimize harm to the monarch butterfly species and potential habitat.

A field survey of plant species and potential habitat within the project limits shall be conducted by an approved biologist with experience identifying milkweeds (Asclepias spp.) and nectar plant species. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct field survey no more than 7 days prior to any land or vegetation disturbance, including staging and parking areas.

Milkweeds shall be identified and mapped, and a 60-foot radius around the plants shall be delineated with high visibility markers as a restricted work area. Inspect milkweeds within the restricted work area for eggs and larvae. Submit findings in a report to the Engineer for review by Department's Environmental Services Division.

If the restricted work area cannot be avoided during monarch breeding season (March 15 through November 30), obtain written approval from the Engineer and the Department's Environmental Services Division prior to commencing land or vegetation disturbance within the restricted work area. Once approval is obtained, milkweeds within the restricted work area shall be cut back prior to the start of breeding season and every week thereafter to prevent growth until construction activity has left the immediate area, or through the end of the breeding season, whichever comes first.

Chemical treatments used to control vegetation growth per Subsection 637.01.04 shall not be utilized within the restricted work area. If vegetation control is necessary within the restricted work area, Contractor shall perform it by hand or mechanical means.

Be responsible for all costs related to monarch mitigation measures.

Additional information on the Monarch CCAA can be found at https://rightofway.erc.uic.edu/wp-content/uploads/Final-CCAA_Signed-4.7.20.pdf.

Noxious Weed Management

Develop a Noxious Weed Management Plan, herein after referred to as "the plan," to prevent the spread and establishment of Nevada state listed noxious weeds detailed in NRS Chapter 555 and Nevada Administrative Code (NAC) Chapter 555. As the program regulators identified in NRS Chapter 555 and NAC Chapter 555, the Nevada Department of Transportation must review and approve the plan prior to staging, mobilization, and ground disturbance activities. The approved plan shall be executed throughout the duration of the project.

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

A biologist, botanist, or equivalent as approved by the Engineer familiar with the identification and mapping of noxious weeds shall conduct a survey of the project limits including all areas scheduled for ground disturbance, material sites, shoulders where construction vehicles and machinery may park, and staging areas. If noxious weeds are present, the surveyor shall document and delineate population locations for inclusion within the plan. Give a minimum of 48 hours notification in advance of performing the initial survey, allowing the Engineer the opportunity to conduct a pre-activity meeting. Subsequent surveys and reassessment may be required by the Engineer if the initial survey is completed outside of the primarily observed noxious weed growing season.

The plan shall be developed to select control or treatment methods appropriate for each species observed and submitted to the Engineer for further coordination with Nevada Department of Transportation. Define timing of proposed treatments, applicator information, safety measures, environmental concerns, follow-up treatments, monitoring, and rehabilitation and/or revegetation practices post treatment. Chemical treatments must be conducted in accordance with laws, regulations, and policies governing the landowner and must be documented and reported to the Engineer within 30 days post treatment.

The plan shall also include identification of areas where noxious weed populations are to be avoided outside of anticipated disturbance limits. These areas shall be clearly flagged or temporarily fenced and maintained for avoidance.

All soils where noxious weeds are documented are to be considered contaminated soils and cannot be salvaged as top-soil. The plan shall include methods for disposal of contaminated soils according to Subsection 107.14, or as approved by the Engineer.

To prevent spread within the project area, the plan must include methods for keeping contractor equipment, personnel, staging areas, construction and excavation sites, and roadways clear of noxious weed plants and seeds. Equipment leaving noxious weed infested areas shall be decontaminated before moving vehicles to new locations outside the contaminated areas.

For additional information on noxious weeds in Nevada, go to:
NRS Chapter 555 – Control of Insects, Pests, and Noxious Weeds: https://www.leg.state.nv.us/nrs/nrs-555.html

Fencing

Any fencing administered by NDOT which is used to control access to the highway or interstate must be perpetuated. If livestock or 8’ wildlife fencing is to be breached, maintain the functionality of the fence to prevent livestock or wildlife from entering NDOT’s right-of-way and becoming a safety hazard. All staging areas must be at least 100’ away from the terminus of a livestock or 8’ wildlife fence as well as any escape features, such as 1-way gates or escape ramps.

Archeological Resources

Be responsible for the preservation of archeological and paleontological objects, including all ruins, sites, buildings, artifacts, fossils, or other objects of antiquity encountered during construction. When such objects are encountered, immediately cease operations within 100 feet of the discovery and give notification to the NDOT Engineer that such objects exist. The NDOT Engineer will notify the Manager of NDOT’s Cultural Resource Section. Reschedule construction operations to avoid the section until given written notification from the NDOT Engineer to proceed with operations.

Naturally Occurring Asbestos/Erionite *(if required)*

Any imported earthen material that will be placed on NDOT right-of- way must be evaluated for NOA and erionite as outlined in *Documenting Naturally Occurring Asbestos and Erionite in Import Material from Non- Nevada Department of Transportation Sources for Projects*, most recent edition. A copy of the document may be obtained from the Department’s website, https://www.dot.nv.gov/doing-business/about-ndot/ndot-divisions/engineering/environmental-services/environmental-documents-and-projects.

Stormwater Construction General Permit *(if required)*

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

Nevada Division of Environmental Protection, Bureau of Water Pollution Control, has issued general permit NVR10000 that covers construction activities within the state of Nevada. In order to be covered by the permit, CONTRACTOR shall submit, at no extra cost to OWNER, a Notice of Intent (NOI) and the required filing fee to the Nevada Division of Environmental Protection, Bureau of Water Pollution Control.

Further information and copies of the required (NOI) may be obtained at the NDEP website, https://ndep.nv.gov/water/water-pollution-control/permitting/stormwater-discharge-permits.

CITY OF CARSON CITY, NEVADA
SUPPLEMENTAL NDOT LPA REQUIREMENTS

Required provisions & clauses for NDOT LPA public works projects.

Special Provisions

Local Materials

Anytime during the bidding process, access may be obtained, at own expense, to local material sources designated for contractual use on this project for the purpose of pre-bid material testing. Testing will be limited to rock, soil, or other mineral material, including borrow, selected borrow, or other selected material. No time extensions during the advertisement period will be issued to prospective bidders for the purpose of pre-bid material testing. Contact the District Engineer to coordinate material site access, and to establish boundaries and avoidance areas in accordance with these Special Provisions. Submit, in writing, the following:

1. Location and dates of requested access;
2. Full details of exploration operations, including purpose of testing, proposed sampling procedures, material type and estimated quantity to be obtained, and post reclamation measures;
3. Acknowledgement and acceptance all work will be performed in accordance with applicable State and Federal requirements; and
4. Acknowledgement and acceptance of responsibility for all damages and costs associated with operations.

Do not excavate materials in a manner where the resulting scars will present an unsightly appearance. Should material sites be located on public lands under the jurisdiction of the Bureau of Land Management, new Part 23 of Title 43 as noted in Subsection 106.03 shall pertain.

Exhibit B

CITY OF CARSON CITY, NEVADA
REQUIRED POSTINGS & NOTICES

Required pursuant to 23 CFR § 230.121, NRS 338.020, 41 CFR § 60-4.3, and
§ 110.01 of the NDOT Standard Specifications for Road and Bridge Construction

Postings and Notices are to be placed in:

- *Areas readily accessible to the public and employees* (per 23 CFR 230.121);
- *On the site of the public work in a place generally visible to the workmen* (per NRS 338.020);
- *Shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers…on bulletin boards accessible to all employees at each location where construction work is performed* (41 CFR 60-4.3); and
- According to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A list of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).
Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

Exhibit B

CITY OF CARSON CITY, NEVADA
AFFIDAVIT REGARDING DEBARMENT & SUSPENSION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

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 (*Name of Authorized Representative for Bidder*), Vice-President (*Title/Position*),

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the 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.

Craig D. Holt, Vice-President
Authorized Representative's Printed Name

C D Holt
Authorized Representative's Signature & Date

9/10/26

Sworn to before me this 10th (*day*) day of August (*month*), 20 26 (*year*)

DARCIA A. CARPENTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires Aug 1, 2027

(PLACE SEAL)

Darcia A. Carpenter
Signature of Notary Public, Judge, or other Official

Buy America Certification

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 part 661.5.
- ( ) Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, 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 part 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 part 661.11.
- ( ) Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 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 part 661.7.

[ ] This contract or purchase order is valued greater than $100,000, but less than $150,000.

Date 09/10/2026

Print Name of Authorized Official Craig D. Holt

Title Vice-President

Signature of Authorized Official C. D. Holt

Company Name Sierra Nevada Construction, Inc.

Company Address P.O. Box 50760, Sparks, Nevada 89435

Note: This Buy America certification must be submitted to Carson City, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than $150,000) made with capital, operating or planning funds.

Exhibit B

CITY OF CARSON CITY, NEVADA
BABAA CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

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.

AUTHORIZED SIGNATURE

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.

Craig D. Holt, Vice-President	C D Holt	9/10/26
Authorized Representative's Printed Name	*Authorized Representative's Signature & Date*	

Exhibit B

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000 (and either 49 CFR Part 29 if USDOT-assisted or 23 CFR if FHWA-assisted). As such, prospective first tier and lower tier participants are required to verify that none of the participant's principals (defined at 2 CFR § 180.995) or affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The above-named firm 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 it enters into, in addition to requirements set forth in either 49 CFR Part 29 if USDOT-assisted or 23 CFR if FHWA-assisted.

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 first tier or lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, City may pursue available remedies, including suspension and/or debarment.

2. The prospective first tier or lower tier participant shall provide immediate written notice to City if at any time the prospective first tier or 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 City for assistance in obtaining a copy of those regulations.

4. The prospective first tier or 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 first tier or 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.

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.

Prospective first tier and lower tier participants hereby certify that they have read, understand, and will comply with the suspension and debarment requirements of applicable provisions:

Federal (*Including EPA Form 5700-49*) Requirements: 2 CFR 200.214 (Suspension and Debarment)
Federal (*Including EPA Form 5700-49*) Requirements: 2 CFR Part 180 (OMB Guidelines on Debarment and Suspension)
DOT/FTA-Specific Requirements: 49 CFR Part 29 (DOT Implementation of 2 CFR 180)
FHWA-Specific Requirements: 23 CFR requirements applicable to Federal-aid Highway projects, including obligations of prime contractors and consultants to ensure no lower-tier participant is suspended or debarred.

Exhibit B

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

REQUIRED CLAUSES FOR ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective first tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

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

CITY OF CARSON CITY, NEVADA
DEBARMENT & SUSPENSION CERTIFICATION

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

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

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency.

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

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

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

(●) I certify to the above statements. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

( ) I am unable to certify to the above statements. My explanation is attached.

Craig D. Holt, Vice-President — *Authorized Representative's Printed Name*

C.D. Holt — *Authorized Representative's Signature & Date* — 9/10/26

BIDDER'S SAFETY INFORMATION
FHWA PROJECTS ONLY – COMPLETE PRIOR TO SIGNATURE

Bidder's Safety Factors:

Year	"E-Mod" Factor[1]	OSHA Incident Rate[2]
2025	0.97	0.39
2024	0.94	0.80

[1] E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
[2] OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

Exhibit B

CITY OF CARSON CITY, NEVADA
LOBBYING CERTIFICATION 31 USC § 1352

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

CERTIFICATION REQUIRED BY 31 USC § 1352

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The lobbying requirements apply to Construction, Architectural and Engineering, Acquisition of Rolling Stock, Professional Service Contract, Operational Service Contract, and 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 Company / Firm/ Contractor (above) 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.

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.

AUTHORIZED SIGNATURE

Craig D. Holt, Vice-President	C. D. Holt	9/10/26
Authorized Representative's Printed Name	*Authorized Representative's Signature & Date*	

Exhibit B

OMB 0348-0046

CITY OF CARSON CITY, NEVADA
DISCLOSURE OF LOBBYING ACTIVITIES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

Company Name	Bid №	
Sierra Nevada Construction, Inc.	27300194	(●) Bidder/Prime ( ) Subcontractor

☑ **We have no lobbying activities to disclose.**

Complete this form to disclose lobbying activities pursuant to 31 USC § 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action	2. Status of Federal Action	3. Report Type
(●) a. contract	(●) a. bid/offer/application	(●) a. initial filing
( ) b. grant	( ) b. initial award	( ) b. material change
( ) c. cooperative agreement	( ) c. post-award	
( ) d. loan		
( ) e. loan guarantee		
( ) f. loan insurance		

4. Name and Address of Reporting Entity	5. If Reporting Entity in #4 is a Subawardee, Enter Name and Address of Prime

Congressional District, *if known:*	**Congressional District**, *if known:*
6. Federal Department/Agency	**7. Federal Program Name/Description**
	CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*	9. Award Amount, *if known:*

10a. Name and Address of Lobbying Registrant	10b. Individuals Performing Services *(including address if different from 10a.)* *(last name, first name, MI)*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Authorized Representative's Printed Name

Craig D. Holt

Authorized Representative's Title/Position

Vice-President

Authorized Representative's Phone

(775) 355-0420

AUTHORIZED SIGNATURE

Federal Use Only :

C. D. Holt — 9/10/26

Authorized Representative's Signature & Date

Reproduced Standard Form LLL (Rev. 7-97) – No changes to content or structure. Form fields updated to permit electronic signature.

CITY OF CARSON CITY, NEVADA
DISCLOSURE OF LOBBYING ACTIVITIES

Due from Bidder/Prime Contractor at bid submission.
Due from Subcontractors at award of subcontract.

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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or 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.

   (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).

10. 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.

Bid No. 27300194 North Lompa Multi-Use Path Extension Project 5B_RTC_Exhibit 2 – Lompa MUP Bid Tabulation.pdf

Date and Time of Opening: 09/17/2026 @ 2:30pm

				Sierra Nevada Construction, Inc.		Integrated Concepts LLC		MKD Construction	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1.1	Mobilization, Demobilization, and Clean-up	1	LS	$15,000.00	$15,000.00	$64,000.00	$64,000.00	$128,330.00	$128,330.00
1.2	Traffic Control	1	LS	$101,127.85	$101,127.85	$15,000.00	$15,000.00	$111,670.00	$111,670.00
1.3	Stormwater Pollution Prevention	1	LS	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00
1.4	Construction Surveying and Record Drawings	1	LS	$15,600.00	$15,600.00	$15,000.00	$15,000.00	$45,000.00	$45,000.00
1.5	Remove AC Pavement and Base Material	320	SF	$15.00	$4,800.00	$5.00	$1,600.00	$20.00	$6,400.00
1.6	Remove PCC Sidewalk and Curb Ramp	2400	SF	$3.40	$8,160.00	$2.50	$6,000.00	$20.00	$48,000.00
1.7	Remove PCC Curb and Gutter	130	LF	$15.00	$1,950.00	$5.00	$650.00	$50.00	$6,500.00
1.8	Remove Tree and Stump (> 6")	2	EA	$1,000.00	$2,000.00	$3,500.00	$7,000.00	$500.00	$1,000.00
1.9	Remove NDOT Chain-Link Fence	230	LF	$17.00	$3,910.00	$10.00	$2,300.00	$15.00	$3,450.00
1.10	Remove and Reinstall NDOT Chain-Link Fence (As Required for Construction)	55	LF	$220.00	$12,100.00	$300.00	$16,500.00	$150.00	$8,250.00
1.11	Remove 4-Strand Smooth Wire Fence	90	LF	$20.00	$1,800.00	$25.00	$2,250.00	$25.00	$2,250.00
1.12	Remove and Reinstall 4-Strand Smooth Wire Fence (As Required for Construction)	100	LF	$45.00	$4,500.00	$25.00	$2,500.00	$35.00	$3,500.00
1.13	Remove Sign Panel	14	EA	$25.00	$350.00	$250.00	$3,500.00	$100.00	$1,400.00
1.14	Remove Sign Post	11	EA	$25.00	$275.00	$250.00	$2,750.00	$125.00	$1,375.00
1.15	Remove and Salvage Sign Panel	8	EA	$50.00	$400.00	$500.00	$4,000.00	$100.00	$800.00
1.16	Remove Sign Anchor and Foundation	11	EA	$100.00	$1,100.00	$250.00	$2,750.00	$125.00	$1,375.00
1.17	Remove and Stockpile Riprap	450	SF	$2.65	$1,192.50	$37.00	$16,650.00	$6.00	$2,700.00
1.18	Adjust Telephone Manhole Frame and Cover to Finish Grade	1	EA	$1,600.00	$1,600.00	$1,000.00	$1,000.00	$8,000.00	$8,000.00
1.19	Adjust Electrical Pull Box and Lid to Finish Grade	1	EA	$750.00	$750.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
1.20	Tree Protection and Root Mitigation (Contingent)	1	LS	$1,648.00	$1,648.00	$250.00	$250.00	$6,000.00	$6,000.00
1.21	Landscape Removal and Restoration	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00
1.22	3" Clearing and Grubbing	1	ACRE	$20,000.00	$20,000.00	$2,500.00	$2,500.00	$20,000.00	$20,000.00
1.23	Obliterate Existing Striping/Pavement Legend	1	LS	$1,070.00	$1,070.00	$5,000.00	$5,000.00	$140.00	$140.00
1.24	MUP Earthwork (Excavation/Total Cut 294 CY, Embankment/Total Fill 419 CY)	1	LS	$55,000.00	$55,000.00	$31,006.00	$31,006.00	$100,000.00	$100,000.00
1.25	Construct 4" Aggregate Base Shoulder	7570	SF	$2.75	$20,817.50	$6.00	$45,420.00	$5.00	$37,850.00
1.26	Construct 3" Plantmix Bituminous Pavement (Type 2 PG64-28NV) on 6" Base	11470	SF	$11.50	$131,905.00	$16.25	$186,387.50	$16.00	$183,520.00
1.27	Construct NDOT AC Pavement Patch (7" PBS on 12" AB)	270	SF	$25.00	$6,750.00	$100.00	$27,000.00	$32.00	$8,640.00
1.28	Construct NDOT PCC Curb and Gutter Type 5	75	LF	$235.00	$17,625.00	$92.00	$6,900.00	$200.00	$15,000.00
1.29	Construct PCC Retaining Curb	110	LF	$120.00	$13,200.00	$64.00	$7,040.00	$150.00	$16,500.00
1.30	Construct PCC Sidewalk	5310	SF	$37.00	$196,470.00	$11.00	$58,410.00	$17.00	$90,270.00
1.31	Construct PCC Curb Ramp	270	SF	$57.50	$15,525.00	$28.00	$7,560.00	$50.00	$13,500.00
1.32	Construct PCC Bicycle Ramp	120	SF	$83.00	$9,960.00	$29.20	$3,504.00	$50.00	$6,000.00
1.33	Install Cast-Iron Tactile Directional Indicators	48	SF	$100.00	$4,800.00	$100.00	$4,800.00	$200.00	$9,600.00
1.34	Furnish Additional Cast-Iron Tactile Directional Indicators to the Department	48	SF	$75.00	$3,600.00	$380.00	$18,240.00	$150.00	$7,200.00
1.35	Install Collapsible Bollard (Wrench-Operated)	3	EA	$7,000.00	$21,000.00	$3,500.00	$10,500.00	$4,000.00	$12,000.00
1.36	Install NDOT Chain-Link Fence	200	LF	$96.45	$19,290.00	$273.00	$54,600.00	$125.00	$25,000.00
1.37	Install 4-Strand Smooth Wire Fence	440	LF	$41.00	$18,040.00	$10.00	$4,400.00	$55.00	$24,200.00
1.38	Install Split-Rail Fence	170	LF	$67.00	$11,390.00	$10.00	$1,700.00	$100.00	$17,000.00
1.39	Place 4" Rock Mulch over Non-Woven Geotextile Fabric	190	SF	$15.00	$2,850.00	$74.00	$14,060.00	$20.00	$3,800.00
1.40	Place Existing Riprap over Non-Woven Geotextile Fabric	390	SF	$26.00	$10,140.00	$74.00	$28,860.00	$20.00	$7,800.00
1.41	Install 4" PVC Irrigation Sleeve	20	LF	$95.00	$1,900.00	$50.00	$1,000.00	$100.00	$2,000.00
1.42	Install Existing Sign Panel	8	EA	$75.00	$600.00	$250.00	$2,000.00	$70.00	$560.00

				Sierra Nevada Construction, Inc.		Integrated Concepts LLC		MKD Construction	
1.43	Furnish and Install Sign Panel	54	EA	$220.00	$11,880.00	$500.00	$27,000.00	$120.00	$6,480.00
1.44	Furnish and Install Sign Post	18	EA	$250.00	$4,500.00	$500.00	$9,000.00	$400.00	$7,200.00
1.45	Furnish and Install Sign Anchor and Foundation	18	EA	$450.00	$8,100.00	$250.00	$4,500.00	$450.00	$8,100.00
1.46	Paint 4" Solid Yellow Stripe	360	LF	$2.50	$900.00	$4.00	$1,440.00	$2.00	$720.00
1.47	Install Preformed Thermoplastic White Bike Lane Symbol	1	EA	$250.00	$250.00	$1,000.00	$1,000.00	$300.00	$300.00
1.48	Paint White Multi-Use Path Yield Line	3	EA	$25.00	$75.00	$250.00	$750.00	$50.00	$150.00
1.49	Install Luminaire with 8' Mast Arm on Existing Pole	1	LS	$4,100.00	$4,100.00	$25,000.00	$25,000.00	$3,500.00	$3,500.00
			Schedule A: MUP	**$825,000.85**		**$779,777.50**		**$1,061,030.00**	
2.1	Remove NDOT Electrical Pull Box	2	EA	$610.00	$1,220.00	$1,000.00	$2,000.00	$500.00	$1,000.00
2.2	Remove NDOT Electrical Conduit Run	92	LF	$18.30	$1,683.60	$25.00	$2,300.00	$50.00	$4,600.00
2.3	Install NDOT No. 3-1/2 Pull Box w/ Locking Lid	2	EA	$914.00	$1,828.00	$1,500.00	$3,000.00	$3,000.00	$6,000.00
2.4	Install NDOT No. 3-1/2 Pull Box (Modified) w/ Locking Lid	1	EA	$1,850.00	$1,850.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
2.5	Install NDOT No. 5 Pull Box (Modified) w/ Locking Lid	1	EA	$2,450.00	$2,450.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00
2.6	Install NDOT No. 7 Pull Box (Modified) w/ Locking Lid	2	EA	$3,650.00	$7,300.00	$2,500.00	$5,000.00	$5,500.00	$11,000.00
2.7	Install NDOT 3" Conduit	340	LF	$79.00	$26,860.00	$69.00	$23,460.00	$125.00	$42,500.00
2.8	Reroute/Install NDOT No. 2 Conductor	357	LF	$6.10	$2,177.70	$118.00	$42,126.00	$15.00	$5,355.00
2.9	Reroute/Install NDOT No. 4 Conductor	346	LF	$4.10	$1,418.60	$130.00	$44,980.00	$10.00	$3,460.00
2.10	Reroute/Install NDOT No. 6 Conductor	565	LF	$2.05	$1,158.25	$88.50	$50,002.50	$10.00	$5,650.00
			Schedule B: NDOT Lighting	**$47,946.15**		**$176,868.50**		**$86,565.00**	
3	Schedule C: NDOT Drainage	1		$120,060.00	$120,060.00	$128,097.00	$128,097.00	$136,705.00	$136,705.00
3.1	Remove NDOT AC Pavement and Base Material	320	SF	$23.00	$7,360.00	$74.00	$23,680.00	$20.00	$6,400.00
3.2	Remove and Reinstall NDOT Chain-Link Fence/Gate (As Required for Construction)	32	LF	$240.00	$7,680.00	$350.00	$11,200.00	$200.00	$6,400.00
3.3	Remove and Salvage NDOT Sign Panel	1	EA	$50.00	$50.00	$500.00	$500.00	$100.00	$100.00
3.4	Remove NDOT Sign Post	1	EA	$25.00	$25.00	$250.00	$250.00	$125.00	$125.00
3.5	Remove NDOT Sign Anchor and Foundation	1	EA	$100.00	$100.00	$250.00	$250.00	$125.00	$125.00
3.6	Remove NDOT Guidepost	3	EA	$50.00	$150.00	$100.00	$300.00	$50.00	$150.00
3.7	Tree Protection and Root Mitigation (Contingent)	1	LS	$2,500.00	$2,500.00	$250.00	$250.00	$4,000.00	$4,000.00
3.8	Landscape Removal and Restoration	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$8,000.00	$8,000.00
3.9	NDOT Drainage Earthwork (Excavation/Total Cut 11 CY, Embankment/Total Fill 3 CY)	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00
3.10	Install NDOT 18" RCP Storm Drain Pipe	32	LF	$1,200.00	$38,400.00	$400.00	$12,800.00	$1,500.00	$48,000.00
3.11	Install NDOT Drop Inlet Type 2 (A = 3.0')	1	EA	$18,000.00	$18,000.00	$9,500.00	$9,500.00	$18,000.00	$18,000.00
3.12	Construct NDOT Drop Inlet Concrete Apron	78	SF	$100.00	$7,800.00	$64.00	$4,992.00	$85.00	$6,630.00
3.13	Construct NDOT AC Pavement Patch (7" PBS on 16" AB)	320	SF	$51.00	$16,320.00	$150.00	$48,000.00	$100.00	$32,000.00
3.14	Install Existing NDOT Sign Panel	1	EA	$75.00	$75.00	$500.00	$500.00	$75.00	$75.00
3.15	Furnish and Install NDOT Sign Post	1	EA	$250.00	$250.00	$500.00	$500.00	$400.00	$400.00
3.16	Furnish and Install NDOT Sign Anchor and Foundation	1	EA	$450.00	$450.00	$750.00	$750.00	$450.00	$450.00
3.17	Furnish and Install NDOT Object Marker	1	EA	$300.00	$300.00	$250.00	$250.00	$250.00	$250.00
3.18	Furnish and Install NDOT Guidepost	3	EA	$150.00	$450.00	$500.00	$1,500.00	$100.00	$300.00
3.19	Paint NDOT 8" Solid White Stripe	15	LF	$10.00	$150.00	$25.00	$375.00	$20.00	$300.00
			Schedule C: NDOT Drainage	**$120,060.00**		**$128,097.00**		**$136,705.00**	
			Response Total	**$993,007.00**		**$1,084,743.00**		**$1,284,300.00**	

Carson City is recommending award to Sierra Nevada Construction, Inc., and is tentatively scheduled for approval and award at the November 16, 2026, Regional Transportation Commission

STAFF REPORT

Report To:	Regional Transportation Commission	**Meeting Date:**	November 16, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Discussion Only – Discussion and presentation regarding updates to the Carson City Public Works Speed Limit Policy and Procedure ("Policy"). (Chris Martinovich, Transportation Manager)		
Agenda Action:	Other / Presentation	**Time Requested:**	10 minutes

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Proposed Motion
N/A

Board's Strategic Goal
N/A

Previous Action

Background/Issues & Analysis
The establishment of speed limits can be technical, complicated, and often requires a balanced consideration of safety and mobility. The Policy is based on national guidance from the Federal Highway Administration, Manual on Uniform Traffic Control Devices, and National Academy of Science's Transportation Research Board.

Lower speeds generally result in less severe crashes, while higher speeds improve mobility and get drivers to their destinations quicker. The Policy provides a method for establishing and reviewing speed limits that is safe and consistent across Carson City. The Policy also outlines the use, placement, and function of static and radar speed feedback signs. It is intended to be used by staff to provide a more consistent and transparent method for establishing and reviewing speed limits.

Staff implemented the Policy in May 2020, with a revision made in October 2023 to outline the use and functionality of radar speed feedback signs. This revision to the Policy updates the guidance related to establishing school speed limits and coordination related to school speed limit time period. The policy also updates various statues resulting from the passage of Assembly Bill 6 from the 2025 Special Session of the Nevada Legislature and makes other minor revisions to align with current guidance.

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):
5C_RTC_Exhibit 1 - Speed Limit Policy_V3-with Revisions.pdf

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

_____
(Vote Recorded By)

Carson City Public Works
Speed Limit Policy and Procedure
Effective date: April 28, 2020
Updated: ~~October 11, 2023~~November 16, 2026

1.0 Purpose:

The purpose of this policy is to set forth guidelines for establishing and reviewing speed limits and speed limit signs on new and existing roadways within Carson City, Nevada.

2.0 Organizations Affected:

This policy is to be used by the Carson City Public Works Department.

3.0 References:

Nevada Revised Statutes (NRS), Chapter 484B
A Policy on Geometric Design of Highways and Streets; AASHTO (2018)
Manual on Uniform Traffic Control Devices (MUTCD) 11th ed.; FHWA (~~2009~~2025)
Methods and Practices for Setting Speed Limits: An Informational Report; FHWA (2012)
Speed Concepts: Informational Guide; FHWA (2009)
California Manual for Setting Speed Limits; Caltrans (2019)
NCHRP Report 504 - Design Speed, Operating Speed, and Posted Speed Practices; TRB (2003)
NCHRP Report 855 – An Expanded Functional Classifications System for Highways and Streets; TRB (2018)
Traffic Operations Process Memorandum 2018-01 Operations and Safety Study Process; NDOT (2018)
Access Management Systems and Standards; NDOT (2017)

4.0 Definitions:

AASHTO – American Association of State Highway Transportation Officials
Design Speed – The speed used to determine various geometric design features of the roadway.
FHWA – Federal Highway Administration
85th Percentile Speed – The speed at or below which 85 percent of the traffic is moving, also referred to as Vehicle Operating Speed.
GPS – Global Positing System

GIS – Geographic Information System
Inferred Design Speed – The maximum speed for which all critical design/speed related criteria are met. May be higher or lower than the design speed.
k-value – An abbreviation for the rate of vertical curvature
MUTCD – Manual of Uniform Traffic Control Devices
NCHRP – National Cooperative Highway Research Program
NDOT – Nevada Department of Transportation
TRB – Transportation Research Board
Speed Limit – The maximum lawful speed, either posted or by statue for a specific road.
Vehicle Pace – An indication of the dispersion of speed. The ten mile per hour range of speeds containing the greatest number of observed speeds based on field measurements.

5.0 Summary of Nevada Law and City Code:

Carson City Charter, Sec. 2.250 Power of Board: Traffic control.

The Board may, by ordinance, regulate:

1. Except as otherwise provided in NRS 707.375, all vehicular, pedestrian and other traffic within Carson City and provide generally for the public safety on the public streets and rights-of-way.

…

NRS 484A.400 – Provisions uniform throughout State; local authority prohibited from enacting certain ordinances; trial for same offense for violation of traffic ordinance prohibited.

…

2. Except as otherwise provided in subsection 3 and unless otherwise provided by specific statute, any local authority may enact by ordinance traffic regulations which cover the same subject matter as the various sections of chapters 484A to 484E, inclusive, of NRS if the provisions of the ordinance are not in conflict with chapters 484A to 484E, inclusive, of NRS, or regulations adopted pursuant thereto. It may also enact by ordinance regulations requiring the registration and licensing of bicycles.

3. A local authority shall not enact an ordinance:

(a) Governing the registration of vehicles and the licensing of drivers;

(b) Governing the duties and obligations of persons involved in traffic crashes, other than the duties to stop, render aid and provide necessary information;

(c) Providing a penalty for an offense for which the penalty prescribed by chapters 484A to 484E, inclusive, of NRS is greater than that imposed for a misdemeanor;

(d) Providing a criminal penalty for a violation of chapters 484A to 484E, inclusive, of NRS for which the penalty prescribed by those chapters is a civil penalty; or

(e) Requiring a permit for a vehicle, or to operate a vehicle, on a highway in this State.

…

NRS 484B.600 – Basic rule; penalties; discretion of court to reduce violation in certain circumstances; maximum fine; unlawful act.

1. It is unlawful for any person to drive or operate a vehicle of any kind or character at:

(a) A rate of speed greater than is reasonable or proper, having due regard for the traffic, surface and width of the highway, the weather and other highway conditions.

(b) Such a rate of speed as to endanger the life, limb or property of any person.

(c) A rate of speed greater than that posted by a public authority for the particular portion of highway being traversed.

…

NRS 484B.363 – School zone or school crossing zone: Speed limit; designation; signs; U-turn and overtaking another vehicle prohibited; determination of hours in which speed limit is in effect; additional penalty if driver is proximate cause of collision with pedestrian or person riding bicycle, electric bicycle or electric scooter.

1. A person shall not drive a motor vehicle at a speed in excess of 15 miles per hour in an area designated as a school zone except:

(a) On a day on which school is not in session;

(b) During any period specified by the governing body of a local government or the Department of Transportation pursuant to subsection 6;~~During the period from a half hour after school is no longer in operation to a half hour before school is next in operation~~;

(c) If the zone is designated by an operational speed limit beacon, during the hours when the pupils of the school are in class and the yellow lights of the speed limit beacon are not flashing in the manner which indicates that the speed limit is in effect; or

(d) If the zone is not designated by an operational speed limit beacon, during the times when the sign designating the school zone indicates that the speed limit is not in effect.

…

5. The governing body of a local government with respect to highways under its jurisdiction and the Department of Transportation with respect to highways constructed

and maintained under the authority of chapter 408 of NRS shall designate school zones and school crossing zones. ~~*The governing body of a local government or the Department of Transportation shall designate school zones and school crossing zones. An area must not be designated as a school zone if imposing a speed limit of 15 miles per hour would be unsafe because of higher speed limits in adjoining areas*~~.

6. ~~*Each such governing body and the Department shall provide signs to mark the beginning and end of each school zone and school crossing zone which it respectively designates. Each sign marking the beginning of such a zone must include a designation of the hours when the speed limit is in effect or that the speed limit is in effect when children are present.*~~*Subject to subsection 7, and in addition to the authority described in NRS 244.357, 268.425, 269.185, 484B.610 and 484B.613, each governing body of a local government and the Department of Transportation, as applicable, shall specify for each school zone and school crossing zone that it respectively designates one or more periods during which:*

(a) A person may drive a motor vehicle at a speed in excess of 15 miles per an hour pursuant to subsection 1;

…

7. A single period specified pursuant to subsection 6:

(a) May apply to one or more of the acts described in paragraphs (a) to (d), inclusive, of subsection 6; and

(b) May not include the 30 minutes after school is no longer in operation or the 30 minutes before school is next in operation.

…

NRS 484B.367 - School zone or school crossing zone: Requirements for signs; placement of portable signs.

1. In addition to the requirements set forth in this section and pursuant to the powers described in NRS 268.425 and 269.185, as applicable, each governing body of a local government or the Department of Transportation that designates a school zone or school crossing zone pursuant to NRS 484B.363 shall:

(a) Provide signs to mark the beginning and end of the school zone or school crossing zone.

(b) Prescribe the standards for the design, application, installation and maintenance of the signs designating the conditions that apply to the school zone and school crossing zone.

2. –In prescribing the standards described in subsection 1, the governing body of a local government or the Department of Transportation may:

(a) Consult with the superintendent of the school district or the designee of the superintendent and any agency that is responsible for enforcing the speed limit in the school zone or school crossing zone; and

(b) Collaborate with the Department of Transportation, if applicable, and other governing bodies of local governments in the same county for the purpose of promoting uniformity of signs and other devices for school zones and school crossing zones.

3. –Each permanent sign which designates a school zone or school crossing zone and the speed limit in that zone must be uniform in size and color and must clearly designate:

(a) The hours during which the speed limit applies; or

(b) That the speed limit applies when children are present.

4. –Each portable sign designating a school zone or school crossing zone and the speed limit in the zone must be uniform in size and color.

5. ———A portable sign may be placed on or beside a roadway only during those hours when pupils are arriving at and leaving regularly scheduled school sessions.

Carson City Municipal Code 10.20.010 – Basic Rule

It is unlawful for any person to drive or operate a vehicle of any kind or character at:

1. A rate of speed greater than is reasonable or proper, having due regard for the traffic, surface and width of the highway; or

2. Such a rate of speed as to endanger the life, limb or property of any person; or

3. A speed in excess of twenty-five (25) miles per hour on or through the highways of Carson City; provided, however, that it shall be unlawful to operate any truck or motor vehicle of a rated load capacity of one and one-half (1.5) tons, or more, upon the streets and alleys of Carson City at a speed in excess of fifteen (15) miles per hour;

4. It is unlawful for any person to drive or operate a vehicle of any kind or character at a speed greater than twenty-five (25) miles per hour, on or through the highways of Carson City, unless any such highways are otherwise specifically ordered to be posted at speeds other than twenty-five (25) miles per hour by the public works director, based on a complete engineering and traffic survey for speed zoning.

5. A rate of speed greater than that posted by a public authority for the particular portion of highway being traveled in Carson City.

~~5.~~

6.0 Policy and Procedures:

6.1 Background:

The establishment of Speed Limits is often a balance between safety and mobility. The establishment of speed limits requires a rational approach to maintain the confidence of the public. By using a uniform procedure, Carson City can set speed limits that are safe and consistent. The processes outlined by this policy are based on NCHRP and FHWA guidance.

Speed limits are set to inform motorists of appropriate driving speed and to advise them about the maximum reasonable and safe operating speed under favorable conditions. Speeds less than the posted speed limit are expected under certain circumstances such as in conditions of poor visibility, adverse weather, congestion, traffic control warning signs, or the presence of high volumes of bicyclists and pedestrians. Methodologies for setting speed limits are designed to result in recommended speeds that:

- Are related to a crash risk;
- Provide a reasonable basis for enforcement;
- Are fair in the context of traffic law; and
- Are accepted as reasonable by a majority of road users.

Vehicle speeds are selected by individual drivers. Drivers tend to drive at speeds based on the visual scene presented to them. Factors that affect speeds along roadways, and also influence the speed selected by motorists, include:

- Crash frequency and severity;
- Pavement conditions;
- Traffic volume: vehicles, trucks, pedestrians, and bicycles;
- Distance to features along the edges of the road;
- Roadway design elements, including:
  - Road function/classification/purpose;
  - Lane and shoulder width;
  - Horizontal and vertical curves;
  - Roadside characteristics;
  - Slopes and grade;
  - Sight distances;
  - Driveways with restricted visibility;
  - Driveway density and spacing;
  - Rural vs. Urban areas;
- Weather and visibility;
- A vehicle's mechanical condition and characteristics; and

- Driving ability/capabilities.

Each of these factors should be considered when establishing and reviewing the speed of a roadway. Additionally, considering future and anticipated development may avoid multiple changes to the speed limit on a given segment of roadway.

There is no specific rule or national guidance that outlines the selection of factors that affect the establishment of a speed limit. Different methods result in different recommended speed limits. The results of the different methods can also be interpreted differently by individuals and professionals. The methods outlined in this policy as well as the engineering judgement by qualified Carson City staff will be used as the basis to establish and review speeds within Carson City.

6.2 Establishing Speed Limits:

Speed limits along new roadways shall be based on elements from the Safe Systems Approach including designing roads to operate at safe speeds for their intended user. This is accomplished through implementation of a design speed. The design speed is used to determine the various geometric design features of the roadway. Selection of a safe design speed for a road shall be done using an engineering analysis and include a review of the functional classification, anticipated road and traffic characteristics, and the functionality and accessibility for vulnerable road users.

When selecting a design speed, the target operating speed and factors described in Section 6.1 above shall be evaluated. The design speed selected should be consistent with the highest speeds drivers may be reasonably expected to travel on a particular facility (i.e. inclusive of typical vehicle speeds) based on the design elements and functional classification.

Maximum design speeds for different functional classifications shall be as follows:

- Local ~~and Industrial~~ - 30 mph
- Collector streets - 30 mph (urban), 40 mph (rural)
- Arterial streets - 45 mph

Design speeds higher than the maximums listed above shall be selected if the facility is targeted to operate at speeds equal to or greater than the design speed listed because the facility is located in an area with:

- Limited pedestrian and bicycle use;
- No on-street parking;

- No curb and gutter;
- Cross streets spaced at more than 1,320 feet; or
- Driveways spaced at more than 660 feet.

If a design speed of greater than 45 mph is selected, the facility is considered a 'high-speed' facility in accordance with AASHTO and shall be designed to meet those criteria.

The posted speed limit is not the design speed. The posted speed limit is set to represent the average speed (85th percentile speed) most vehicles will typically operate. In most cases, the posted speed limit will be at or 5 mph below the design speed for all roadway classifications.

As described earlier, the design speed is used to determine the various geometric design features of the roadway. The AASHTO Green Book recommends using values above the minimum criteria; however, additional research by FHWA indicates that this approach alters the visual perspective of drivers making them more comfortable to travel at higher speeds. Since the design speed is generally above the anticipated posted speed limit, geometric design values selected during the design of a roadway shall be nearest to the maximum or minimum requirements for that design speed, to the extent practicable.

New speed limit signs will be posted with construction of the roadway.

6.3 Review of Existing Speed Limits:

The review and re-evaluation of speed limits may occur on established roadways upon a formal request made to the City, or if the roadway has undergone significant changes since the speed limit was established. A speed study shall be conducted if there has been:

- Changes to the number of travel lanes;
- Added turning lanes or bicycle lanes;
- Changes to on-street parking or driveway access/spacing;
- Changes in traffic control signalization (including placement of new stop signs or signal timing/coordination);
- Changes in traffic volumes resulting from changes to the surrounding road network or adjacent development;
- Changes in roadway use and classification;
- Changes to the severity or frequency of crashes; or
- If requested by the Sheriff's office.

A speed study is not required for roadways that do not meet the above criteria. If it has been determined that a re-evaluation of the existing speed limits is needed based on the above criteria, the procedure for conducting a speed study and setting a speed limit is as follows:

1) Obtain the Vehicle Operating Speeds, (85th percentile speed and vehicle pace) for the road segment.
    - Vehicle operating speed is measured as a range of 85th percentile speed, or the speeds at which 85 percent of the vehicles operate. The vehicle pace is the ten mile per hour range of speeds containing the greatest number of observed speeds. Both 85th percentile speed and vehicle pace are obtained by conducting spot-speed surveys of free-flowing vehicles at representative locations along the roadway.
    - Review the results of the speed study and compare to the existing posted speed limit. The MUTCD indicates that posted speeds "should be within 5 mph of the 85th percentile speed of free-flowing traffic."
    - The starting point for setting speed limits on all roadways should be based on results of spot speed studies with adjustments made based on vehicle pace and completion of steps 2 through 6, below.
2) Review the geometric design and attempt to determine the design speed, the inferred design speed, or the limiting geometric factors that affect the safety of the roadway.
    - Stopping sight distance, horizontal and vertical geometry, and roadside design are limiting design factors when reviewing a speed limit. If the design speed is not already known, these design factors should be examined to estimate a road's design speed.
    - In some instances, the existing geometric features may have been designed above or below the minimum or maximum design speed values (e.g. a vertical curve having a k-value greater than the required minimum). This is called the inferred design speed. In these cases, the inferred design speed will be different (higher or lower) than the designated design speed of the road.
    - In general, the speed limit should not be posted above a road's designated or inferred design speed.
3) Review the roadway functional classification, access management, and general roadside site characteristics.
    - This includes a review of the number and spacing of driveways and the existing and planned adjacent development.
    - Reviewing adjacent parcels and the distance to permanent structures.

- The concept is to review the roadway's intended function and how the roadway is meant to operate in its given setting.

4) Review the crash data
    - Evaluate if a change in speed may alter the frequency and severity of crashes based on a review of the most recent available crash data and crash types.
5) Consult with the Carson City Sherriff's Office regarding enforcement.
    - Review if changes to the existing speed limit are reasonably enforceable based on experience and knowledge of the area.
6) Complete the speed study analysis.
    - The roadway's speed limit should ~~be first based on~~begin with its 85th percentile speed with geometric, safety, and enforcement factors considered and evaluated as part of a safe systems approach as described by section 6.4. The posted speed limit shall be set at the closest 5 mph increment, rounded down. For example:
        i. If the 85th percentile speed for a location was is found to be 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed.
        ii. If the 85th percentile speed for a location was found to be 33 mph, then the speed limit would be established at 30 mph.
        iii. These speeds may be reduced if justification is provided as part of the engineering study.
    - The speed of the roadway may be set below the 85th percentile speed when geometric or other factors are determined to be a contributing factor as described above, or changes to the character of the roadway are made through the completion of a project. In no case shall the speed limit be set less than 10 mph below the 85th percentile speed.
    - Confirm the existing or set a new speed limit based on the results of the analysis.
    - Speed limits on all roadways, including any changes, shall be approved by the Public Works Director.
    - Upon approval by the Public Works Director that a change is needed, the Transportation Manager will coordinate with streets maintenance staff to replace the sign plaques.
    - When the speed limit is changed on a roadway with approaches to signalized intersections, the clearance interval timing needs to be recalculated and the detection systems may need to be adjusted or modified. Additionally, coordination timing with other signals may need to be adjusted.

6.4 General Considerations:

The procedure and steps outlined in this policy may be altered depending on the nature of the roadways in Carson City. In some cases, the collection of data may be difficult to obtain due to safety concerns, weather conditions, traffic volumes, or the lack of information available for a given segment of road. To the extent practicable, a range of data should be collected at various locations along the roadway to get an accurate representation of the roadway conditions. Locations that differ from normal conditions may be suitable for Special Speed Zones per section 6.5 or other advisory speed warning devices.

The USDOT adopted the Safe Systems Approach (SSA) which aims to eliminate fatal and serious injury crashes by addressing the entire road transportation system comprehensively rather than tackling crashes as isolated events. One element of SSA is 'safer speeds' which includes context-appropriate roadway design, proper speed-limit setting, targeted education, outreach campaigns, and enforcement. A review of safer speed strategies should be considered when considering speed limits.

FHWA has developed a knowledge-based system for recommending speed limits. The tool is called USLIMITS2. This tool may be used to assist in making a speed limit decision, but it is not intended to make the decision on behalf of the engineer or agency.

FHWA research has shown that changes in posted speeds have little effect on operating speeds. A reduction in the speed limit along a roadway facility is not an acceptable method of reducing vehicle speeds.

6.5 Special Speed Zones:

A Special Speed Zone is an area where the speed limit may be reduced for finite area and/or a limited period of time. A~~The~~ regulatory speed limit sign (R2-1) shall be used when reducing speeds in Special Speed Zones unless described otherwise below.

6.5.1 School Speed Limits ~~School Zones~~

School crossing zones and school zones are areas designated by Carson City to establish a safe route to and from school for schoolchildren. ~~Once designated, tThe school zone speed limit shall be 15 mph.~~The school zone speed limit shall be 15 mph in areas designated as a school zone or school crossing zone.

Signs are required to mark the beginning and end of a school zone or school crossing zone. The regulatory speed limit sign (S5-1) shall be used to designate the school ~~zone~~

speed limit, and list the period when the speed limit is effect for school zones. An S1-1 sign should be used in advance of each S5-1 sign where practicable. For Carson City, the designated hours of school ~~zones~~ speed limits shall be consistent unless beacons are present. The establishment of hours for when the schools are in operation and the school speed limit is in effect shall be established in consultation with the Carson City School District, ~~-~~or other designated representatives of the school, and the Sheriff's office. Each S5-1 sign shall either list the hours when the school ~~zone~~ speed limit is in effect, or indicate that the limit is in effect with the use of a flashing speed limit beacon, as determined by the Public Works Director. The standard S5-1 signs for these two cases are shown below.

S5-1 (hours)



S5-1 (When Flashing)



An 'END SCHOOL ZONE' S5-2 sign shall be placed to denote the end of ~~each designated school zone and end of~~ the ~~speed zone~~school speed limit restriction.

Additional school assembly signs may be used in school zones as described in Chapter 7 of the MUTCD. All school zone, school crossing zone, or school speed limit ~~-~~signs shall be of consistent design and placement across Carson City. They shall be permanent and shall have fluorescent yellow-green backing in compliance with the MUTCD.

Any use of temporary or portable school speed limit signs shall be consistent with this policy in both appearance and hours of operations based on the school location where the portable sign is placed.

6.5.2 Work Zones

Speeds may be reduced in work zones when temporary traffic control devises are in use. Speeds may be reduced to up to 10 mph below the posted speed limit. Reductions greater than 10 mph shall be approved by the Public Works Director.

6.5.3 ~~Pedestrian~~ Safety Zones

~~Pedestrian~~ Safety Zones are defined by NRS 484B.~~135~~057. ~~This law~~NRS 484B.135 allows for governing bodies to designate pedestrian safety zones in certain circumstances. In

accordance with ~~Section 5 of the~~ NRS484B.135(5), the City may designate a pedestrian safety zone on a highway if it:

(a) Makes findings as to the necessity and appropriateness of a pedestrian safety zone, including, without limitation, any circumstances on or near a highway which make an area of the highway dangerous for pedestrians; and

(b) Complies with the requirements of subsection 3 and NRS 484A.430 and 484A.440.

A pedestrian safety zone shall be established based on documented pedestrian safety issues or concerns. The limits of the zone shall be as short as possible; however, at a minimum shall extend one intersection on all sides of the pedestrian safety issue.

The process for defining the zone includes 3 steps and involves collecting data and defining the crash problem on which the zone will be based, mapping the area, and defining the zone. The steps are as follows:

1) Identify the crash problem. In order to ensure a reasonably stable measure, a minimum of five year's crash records should be available for establishing pedestrian safety zones. A zone approach is appropriate when all of the following conditions exist.

   - Crash data needed to define the zone is available.
   - Data is sufficient to produce a stable map, i.e. not spread across a large area.
   - Pedestrian crashes cluster in some way.

2) Map or visually show the locations of the crashes in some method. Conduct a visual examination of the resulting map noting any crash clusters. If no clustering is apparent, and the map shows crashes randomly spread, the problem may not be "zonable" for that area. Zones may include individual intersections of a grouping of city blocks. Zones may also be segments of single strip of roadway. NDOT recommends using a target rate of 10 crashes per zone as a minimum starting point, but rates should be adjusted based on the need and the characteristic of the surrounding area.

3) Calculate efficiency measure and select final zone. The percentage of both crashes and land area covered should be calculated in order to determine program coverage efficiency. If the ratio of the percent of the problem addressed to the percent of the land area covered in the zone is less than three, the zone can be reexamined to try to improve efficiency.

   - $$Efficiency\ Ratio = \frac{\%\ crashes\ of\ interest\ area}{\%\ area\ those\ crashes\ occur\ over}$$

- An efficiency ratio of three to one or higher (i.e., 60% of the crashes of interest in 20% of the land area) will permit the application of countermeasures.
- An efficiency ratio less than two indicates the study area is "non-zonable" and the limits should be reexamined.

Per NRS 484B.135 Section 3, when designating a speed zone, the following signs shall be placed:

(a) A sign located before the beginning of the pedestrian safety zone which provides notice that higher fines may apply in pedestrian safety zones;

(b) A sign to mark the beginning of the pedestrian safety zone; and

(c) A sign to mark the end of the pedestrian safety zone.

Refer to the National Highway Traffic Safety Administration (NHTSA) and NDOT's process for additional guidance.

6.5.4 Advisory Areas

Advisory Speeds may be required on short or isolated sections of road where existing constraints or other special conditions exist. Examples include tight horizontal curves or localized areas adjacent to high concentrations of pedestrians or pedestrian crossings. In these instances, the posted regulatory speed limit is not lowered but instead an advisory speed limit sign (W13-1P) and associated warning signs are used.

W13-1P 

7.0 Type and Placement of Signs:

7.1 Static Speed Signs:

Static Speed limit signs shall be MUTCD compliant regulatory R2-1 signs, and advisory speed signs shall be W13-1P unless otherwise approved by the Public Works Director.

R2-1 

Advisory speed limits signs shall only be used to supplement a warning sign and shall not be installed as a separate sign installation. Regulatory speed limit signs shall not be placed between the location of the advisory speed sign and the location where the advisory applies.

For Pedestrian Safety Zones, refer to NDOT's Operations and Safety Study Process for sign type and placement.

The mounting height, lateral offset, orientation, posts, and mountings of static speed limit signs shall be in accordance with Section 2A of the MUTCD which provides for the standardization of the sign and post installation.

Speed limit signs shall be placed on all industrial, collector, and arterial roadways within Carson City based on the following:

- After intersections with other industrial, collector, or arterial roadways.
- At a point no less than 500-feet prior to a traffic signal.
- At a point where a change in speed is required because of changes to roadway design elements.
- At the beginning and ending points of Special Speed Zones (e.g. school zones).
- At the jurisdictional boundaries where roadways enter Carson City.
- At a spacing as to periodically remind drivers of the roadway's regulatory speed limit.
- If warranted, as determined by the Public Works Director.

As listed in Carson City Municipal Code Section 10.20.010 – Basic Rule, the speed limit on or though the highways of Carson City is 25 mph unless otherwise posted. Speed limit signs are not required on local streets. However, if one of the following conditions exists, speed limit signs on local roads shall be placed:

- At the locations where a change in speed is required because of changes to the roadway design or design elements.
- At the beginning and ending points of special speed zones (e.g. school zones).
- Along local streets serving as a main or primary access route to a neighborhood or commercial development, and where that local road intersects with a collector or arterial road.
- If warranted, as determined by the Public Works Director.

7.2 Speed Feedback Signs:

Speed feedback signs or other similar variable message signs may be used in conjunction with regulatory speed limit signs and in special speed zones. Variable feedback signs are used to reduce vehicle speeds by making drivers aware of their speed relative to the posted speed limit.

The use of these signs should be limited to locations of unique or unexpected roadside features, or where changes to the existing speed limit occur and speeds need to be reduced to enhance safety for both drivers and non-drivers, e.g. entering or within a school zone. Their use is subject to the approval of the Public Works Director.

When considering the use of speed feedback signs, complete a review of the site to identify safety issues where excessive speed is the primary contributing factor and more passive measures, such as warning signs, have proven ineffective at reducing speeds. Consideration shall also be given to the location of the sign including the physical, electrical, and logistical elements required for its operation and maintenance. Excessive use of these signs may lessen their effectiveness.

7.2.1 Design Parameters:

1) Installation shall be in conjunction with or in proximity to a Speed Limit sign (standard or school speed zone).
2) The radar shall include the legend “YOUR SPEED xx MPH”, or similar. The color of the changeable message legend shall be a yellow legend on a black background. The color of the radar sign backing shall be fluorescent yellow-green with black lettering in school zone areas, and white with black lettering in other areas.
3) The design and installation of radar signs shall consider communications to Carson City Control Systems for remote communication.
4) The installation shall not interfere with the visibility and general effectiveness of any other signs in the area.
5) The use of breakaway poles / safety base is preferred when signs are placed adjacent to the roadway or sidewalk.

7.2.2 Feedback Sign Operation:

All radar speed signs shall be programmed for the driver’s awareness to operate in accordance with the following:

1) Minimum Speed Display: 10 MPH – The sign will not display anything below this threshold.
2) Standard Speed Display: Radar signs should visually provide a constant, steady display of the vehicle speed up to the set Violation Speed.

3) Violation Speed Display: +4 MPH above the posted speed limit - At or above this speed, the sign will display the vehicle speed while flashing.
4) SLOW DOWN Speed Display: At or above this speed, the sign will alternate between a message of 'SLOW DOWN' and the vehicle speed. Alternatively, and depending on the capability of the sign, the sign will continue to display the vehicle speed while flashing.
    a. Normal Mode: +10 MPH above the posted speed limit
    b. School Zone Mode: 20 MPH
5) High Speed Cut-off: +15 MPH above the posted speed limit. At or above this speed, the sign will display the message of 'SLOW DOWN' or be blank (no display).

7.3 Sign Locating and Mapping:

All new or changes to existing signs shall be GPS'd for proper location tracking. Each finished product shall be photographed during daylight hours. The photo and the GPS data shall be submitted to the GIS division within 24 hours of completion of the work to be catalogued into the City's Asset Management database.

- END OF POLICY -

STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** November 16, 2026

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action – Discussion and possible action regarding (1) a Transit Authority Provider Application Access Agreement ("Provider Agreement") with SafeRide Inc. ("SafeRide") allowing Jump Around Carson ("JAC") access to the SafeRide Platform used for Non-Emergency Medical Transportation ("NEMT") trip request and scheduling of Medicaid eligible individuals; (2) a Subcontractor Business Associate Agreement ("Business Agreement") with SafeRide which outlines the roles and responsibilities or the Carson City Regional Transportation Commission ("RTC") regarding protected health information ("PHI"); and (3) authorization for the Transportation Manager to sign the Provider Agreement and the Business Agreement. (Marcus Myers, Transit Coordinator)

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

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Proposed Motion
I move to approve the Provider Agreement and the Business Agreement and to authorize the Transportation Manager to sign both agreements.

Board's Strategic Goal
N/A

Previous Action

Background/Issues & Analysis
SafeRide is a Nevada NEMT broker operating a healthcare transportation coordination platform to facilitate trips for Medicaid-eligible individuals. The Provider Agreement in Exhibit 1 allows the RTC access to the SafeRide provider-facing web-based portal through which JAC may receive ride requests and related information. The Business Agreement in Exhibit 2 is meant to ensure compliance with Health Insurance Portability and Accountability Act PHI standards.

This partnership will allow JAC to serve additional Medicaid-eligible riders who are eligible through the Nevada Health Authority. Currently, JAC coordinates with Medical Transportation Management ("MTM") to provide approximately 120 trips per week, all of which are reimbursed by Medicaid. The agreements with SafeRide are similar to the current program with MTM in that JAC can seek reimbursement for Medicaid-eligible trips. In fiscal year 2026, JAC received $48,254 in Medicaid reimbursements.

These agreements do not include any financial terms, all reimbursements are processed through the

Nevada Health Authority based on the number of trips provided and following reconciliation of completed trips. Reimbursements received under the agreements are eligible as local match toward federal grants. There is no local match required for these reimbursements.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 277A.270, NRS 422.27495, MSM Chapter 1900

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not approve the Provider Agreement and/or the Business Agreement and provide an alternate direction to staff.

Attachment(s):
5D_RTC_16NOV26 - Exhibit 1 - Provider Application Access Agreement.pdf

5D_RTC_16NOV26 - Exhibit 2 - Business Associate Agreement.pdf

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

_____
(Vote Recorded By)

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Transit Authority Provider Application Access Agreement

This Transit Authority Provider Application Access Agreement (this **"Agreement"**) is entered into as of **[Effective Date]** (**"Effective Date"**), by and between **SafeRide, Inc.**, a Delaware corporation with its principal place of business at 18302 Talavera Ridge, Suite 300, San Antonio, TX 78257 (**"SafeRide"**), and **The Carson City Regional Transportation Commission**, a public-sector transit authority organized under the laws of **Nevada**, with its principal place of business at **3770 Butti Way, Carson City, NV 89701** (**"Transit Partner"**). SafeRide and Transit Partner may be referred to individually as a **"Party"** and collectively as the **"Parties."**

1. Background and Purpose

1.1 **SafeRide Platform.** SafeRide operates a healthcare transportation coordination platform designed to facilitate the scheduling, management, and fulfillment of non-emergency medical transportation and other healthcare-related transportation services for eligible members of health plans, Medicaid programs, and other government payers.

1.2 **Provider Application.** SafeRide makes available a provider-facing web-based application and portal (the **"Provider Application"**) through which transportation providers may receive ride requests and related information.

1.3 **Transit Partner Role.** Transit Partner desires to access the Provider Application solely to receive, review, accept, and fulfill individual ride requests offered to Transit Partner by SafeRide. Transit Partner may accept or reject any ride request in its sole discretion.

1.4 **Billing Responsibility.** Transit Partner acknowledges and agrees that it will bill the applicable state Medicaid agency or other government payer directly for any transportation services it provides and will timely, accurately, and completely submit all required encounter data, trip records, and related documentation in accordance with applicable Medicaid, state, and payer requirements. No payment flows from SafeRide to Transit Partner under this Agreement, and SafeRide has no responsibility for Transit Partner compensation and is not a guarantor of payment.

2. Grant of Access and License

2.1 **License Grant.** Subject to the terms and conditions of this Agreement, SafeRide grants Transit Partner a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use the Provider Application solely for the purpose of receiving, reviewing, accepting, and fulfilling ride requests offered by SafeRide.

2.2 **Use Restrictions.** Transit Partner shall not, and shall not permit any third party to:

(a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of the Provider Application;

(b) copy, scrape, harvest, mine, or extract data from the Provider Application by automated or manual means except as expressly permitted for ride fulfillment and billing;

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(c) use the Provider Application or any data made available through it for purposes outside the scope of Transit Partner's contracted transportation services;

(d) use the Provider Application or data for competitive analysis, product development, benchmarking, analytics, marketing, or any secondary purpose;

(e) allow access to the Provider Application by any person not authorized under this Agreement.

2.3 **Reservation of Rights.** All rights not expressly granted to Transit Partner are reserved by SafeRide.

3. Ownership and Intellectual Property

3.1 **SafeRide IP.** As between the Parties, SafeRide retains all right, title, and interest in and to the Provider Application, including all software, platforms, interfaces, workflows, data models, algorithms, documentation, improvements, enhancements, and derivative works, as well as all trademarks, service marks, and logos of SafeRide.

3.2 **No Ownership Transfer.** Nothing in this Agreement conveys to Transit Partner any ownership interest or intellectual property rights in the Provider Application or SafeRide technology.

3.3 **Feedback.** Transit Partner may provide comments, suggestions, or feedback regarding the Provider Application (**"Feedback"**). Transit Partner grants SafeRide a perpetual, irrevocable, royalty-free, worldwide right to use, incorporate, and exploit such Feedback for any purpose without restriction or obligation.

3.4 **No Implied Licenses.** No implied licenses are granted under this Agreement.

4. Data Access and Use Restrictions

4.1 **Permitted Data Access.** Transit Partner may view ride-level data made available through the Provider Application, which may include member names, pickup and drop-off locations, eligibility indicators, and health plan or program affiliation (**"Ride Data"**).

4.2 **Permitted Use.** Transit Partner may use Ride Data solely as necessary to:

(a) evaluate, accept, and fulfill ride requests; and

(b) submit required and compliant claims or invoices to the applicable state or government payer.

4.3 **Prohibited Uses.** Transit Partner shall not use Ride Data for any secondary purpose, including resale, aggregation, data mining, marketing, or any use unrelated to the specific ride or billing obligation. Such prohibited uses do not apply to Transit Partner's federal reporting obligations.

4.4 **Data Retention.** Transit Partner shall retain Ride Data only for the minimum period required by applicable law or payer requirements and shall securely destroy or de-identify such data when no longer required.

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5. HIPAA and Healthcare Privacy

5.1 **Protected Health Information.** The Parties acknowledge that Ride Data may constitute Protected Health Information (**"PHI"**) under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (**"HIPAA"**).

5.2 **Business Associate Agreement.** This Agreement is supplemented by a separate Business Associate Agreement (**"BAA"**) to be executed concurrently by the Parties. In the event of a conflict between this Agreement and the BAA regarding PHI, the BAA shall control.

5.3 **Transit Partner Obligations.** Transit Partner shall:

(a) comply with HIPAA and all applicable state health privacy laws;

(b) implement and maintain appropriate administrative, technical, and physical safeguards to protect PHI;

(c) limit access to PHI to its workforce members who have a legitimate need to know;

(d) ensure its workforce receives appropriate HIPAA training;

(e) cooperate with SafeRide in investigating, mitigating, and notifying of any unauthorized use or disclosure of PHI as required by law.

5.4 **Survival.** Transit Partner's privacy and data protection obligations shall survive termination of this Agreement.

6. Billing and Financial Responsibility

6.1 **Direct Billing.** Transit Partner is solely responsible for billing the applicable state Medicaid agency or other government payer for transportation services it provides.

6.2 **No Payment Obligation.** SafeRide is not responsible for payment to Transit Partner, is not a guarantor of payment, and has no liability for denied, reduced, or delayed reimbursement.

6.3 **Billing Compliance.** Transit Partner is solely responsible for the accuracy, completeness, and compliance of its billing submissions and for compliance with all applicable billing laws and payer requirements.

7. Public Sector and Regulatory Compliance

7.1 **Legal Compliance.** Transit Partner shall comply with all applicable federal, state, and local laws and regulations, including Medicaid transportation rules, transit authority regulations, and non-discrimination and accessibility requirements.

7.2 **Independent Parties.** Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship between the Parties.

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8. Security and Access Controls

8.1 **Credentials.** Transit Partner is responsible for maintaining the confidentiality of all user credentials and shall not permit shared logins.

8.2 **Suspension of Access.** SafeRide may suspend or restrict access to the Provider Application upon reasonable belief of a security risk, misuse, or regulatory concern.

8.3 **Audit Rights.** SafeRide may conduct reasonable, limited audits or monitoring to verify compliance with this Agreement, subject to applicable public-sector constraints.

9. Indemnification

9.1 **Indemnification by Transit Partner.** To the extent permitted by applicable law, Transit Partner shall indemnify, defend, and hold harmless SafeRide from and against claims, damages, fines, penalties, and costs arising out of or related to:

(a) Transit Partner's violation of HIPAA or other privacy laws;

(b) misuse or unauthorized disclosure of Ride Data;

(c) billing errors or regulatory noncompliance.

9.2 **Public Entity Limitations.** This Section shall apply only to the extent permitted by applicable law governing public entities.

10. Limitation of Liability

10.1 **Liability Cap.** To the maximum extent permitted by law, SafeRide's total liability under this Agreement shall not exceed thirty thousand dollars ($30,000).

10.2 **Excluded Damages.** In no event shall SafeRide be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or revenues.

10.3 **Carve-Outs.** Nothing in this Section limits liability for breaches of confidentiality or data protection obligations to the extent such limitation is prohibited by law.

11. Term, Termination, and Suspension

11.1 **Term.** This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive twelve (12) month renewal terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

11.2 **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 30 days written notice.

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11.3 **Immediate Suspension or Termination.** SafeRide may immediately suspend or terminate access to the Provider Application in the event of a security incident, data misuse, or legal or regulatory risk.

11.4 **Data Return or Destruction.** Upon termination, Transit Partner shall return or securely destroy Ride Data in accordance with the BAA and applicable law.

12. Miscellaneous

12.1 **Governing Law.** This Agreement is governed by the laws of Nevada, without regard to conflict of laws principles.

12.2 **Assignment.** Transit Partner may not assign this Agreement without SafeRide's prior written consent, except as permitted by law.

12.3 **Force Majeure.** Neither Party shall be liable for failure to perform due to events beyond its reasonable control.

12.4 **Amendments.** This Agreement may be amended only by a written document signed by authorized representatives of both Parties.

12.5 **Order of Precedence.** In the event of a conflict, the BAA shall control with respect to PHI, followed by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SAFERIDE, INC.

DocuSigned by:

By: Devin Wheeler
525DDD7D95D247A...

Name: Devin Wheeler

Title: General Counsel & Compliance Officer

Date: 10/13/2026

Carson City Regional Transportation Commission

By: _____

Name: _____

Title: _____

Date: _____

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement ("Agreement") is made and effective _____ ("Effective Date"), by and between SafeRide, Inc. ("Business Associate") and The Carson City Regional Transportation Commission ("Subcontractor") (each a "Party" and collectively, "Parties").

RECITALS

The Parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 as amended by the American Recovery and Investment Act of 2009 ("HIPAA"), and implement regulations which are codified at 45 C.F.R. Part 160, 162 and 164, as such regulations may be amended from time to time and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and implement regulations and guidance issued by the Secretary, as may be amended from time to time ("HITECH") (collectively referred to hereinafter as the "HIPAA Standards"); and

Such HIPAA Standards require Business Associate to enter into a Subcontractor Business Associate Agreement with its Subcontractors that provide or assist Business Associate with a function or activity which may involve the use or disclosure of protected health information ("PHI");

The Parties have entered into an arrangement whereby Subcontractor provides services to Business Associate related to services Business Associate is performing for Covered Entities involving PHI ("Services"). As a result, Subcontractor may create, receive, maintain or transmit PHI on behalf of Business Associate in fulfilling its obligations under the Services. Subcontractor qualifies as a "subcontractor" and "business associate" under the Regulations.

Business Associate and Subcontractor agree to enter into this Agreement to ensure compliance with the HIPAA Standards including amendments as set forth in HITECH Act and applicable state laws.

In consideration of the Parties' continuing obligations to each other, compliance with the HIPAA Security and Privacy Rules and the HITECH Act, and other good and valuable consideration, the Parties agree to the provisions of this Agreement as follows:

I. DEFINITIONS

1.1. **HIPAA Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Standards:

- 1.1.1. Breach
- 1.1.2. Data Aggregation
- 1.1.3. Designated Record Set
- 1.1.4. Disclosure
- 1.1.5. Health Care Operations
- 1.1.6. Individual
- 1.1.7. Minimum Necessary
- 1.1.8. Protected Health Information (PHI)
- 1.1.9. Required By Law
- 1.1.10. Secretary

1.1.11. Security Incident
1.1.12. Subcontractor
1.1.13. Unsecured PHI
1.1.14. Use

1.2. **Security Incident**. An attempted or successful unauthorized access, use, disclosure, modification or destruction of PHI or interference with system operations in an information system.

1.3. **Reportable Security Incident.** Any Security Incident other than unsuccessful acts or attempts that do not have a reasonable likelihood of compromising the confidentiality, integrity or availability of Subcontractor Information or Information Systems

In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Standards, the HIPAA Standards in effect at the time shall control.

II. RESPONSIBILITIES OF SUBCONTRACTOR

2.1. **Use or Disclosure**.

2.1.1. Subcontractor shall not use or disclose PHI other than to perform the Services or as Required By Law.

2.1.2. Subcontractor shall obtain reasonable assurances in writing that the third party will hold any and all disclosed PHI confidential as provided under this Agreement and used or further disclosed only as Required by law or for the purpose for which it was disclosed to this third party. The third party must have an agreement in writing to notify Subcontractor of any breaches of confidentiality of the PHI.

2.1.3. Subcontractor may use and disclose PHI to report violations of law to appropriate Federal and State Authorities.

2.2. **Compliance with the HIPAA Security Regulations**. Subcontractor agrees to use appropriate, commercially reasonable safeguards to prevent use or disclosure of PHI other than as provided by this Agreement. Such reasonable safeguards include providing adequate training to its employees and ensure compliance with this Agreement as well as ensuring actions and omissions of its employees or agents do not cause breach of the terms of this Agreement.

2.3. **Mitigation**. Subcontractor will take reasonable measures to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Subcontractor or its employees, agents, or subcontractors in violation of the requirements of this Agreement.

2.4. **Reporting**.

2.4.1. Subcontractor agrees to report to Business Associate, in writing, within twenty-four (24) hours from the date Subcontractor knows, suspects, or reasonably should have known of a use or disclosure of PHI not permitted by this Agreement; ii) Subcontractor becomes aware of any Security Incidents or Reportable Security Incidents, or iii) Subcontractor discovers a Breach of Unsecured PHI.

2.4.2. Such a report must include, to the extent possible, the identification of each Individual whose PHI has been or is suspected to have been accessed, acquired, or disclosed in connection with an actual or suspected violation of this Agreement or breach of privacy or security as well as other information required to include in a notification to the individual(s).

2.4.3. Subcontractor shall reimburse Business Associate for any costs incurred by it in complying with the requirements of this Agreement and Subpart D of 45 CFR § 164 that are imposed on Business Associate as a result of a breach committed by Subcontractor.

2.5. **Workforce Members.**

2.5.1. Subcontractor is responsible for all acts and omissions of its workforce (includes employees and independent contractors) and liable to third parties and Business Associate for any violation of this Agreement or HIPAA Standards by any person granted access or receiving data through Subcontractor.

2.5.2. Subcontractor agrees to instruct its workforce regarding confidentiality, privacy, and security of PHI as well as proper use and disclosure and Subcontractor's obligations under this Agreement. Subcontractor shall only disclose to or permit access to, view, obtain, copy, review, or use any PHI that is necessary to their Services to Business Associate.

2.5.3. Subcontractor shall take appropriate action to sanction or discipline workforce members if a privacy or security violation is substantiated.

2.6. **Subcontractors and Agents**. Subcontractor shall not assign or further subcontract Services without the express written consent of Business Associate by an authorized representative.

2.7. **Access to or Amendment of PHI**. If Subcontractor maintains PHI in a Designated Record Set, Subcontractor agrees to provide access to such PHI to Business Associate or its designee within five (5) days of Business Associate's written request to allow Business Associate to meet HIPAA requirements. If an Individual or Personal Representative requests access to PHI from Subcontractor, Subcontractor shall forward the request to Business Associate within five (5) days of receipt so that Business Associate can respond directly to such individual.

2.8. **Records**. Subcontractor shall make its internal practices, books, agreements, policies, procedures, and records relating to the Use and Disclosure of PHI received from Business Associate, or created by Subcontractor for Business Associate, available upon request to the Secretary of HHS in order to determine compliance with HIPAA Standards.

2.9. **Documentation of Disclosures**. Subcontractor agrees to document Disclosures of PHI, if any, and related information so Business Associate may respond to a request by an Individual for an accounting of Disclosures.

2.10. **Accounting of Disclosures**. Within thirty (30) days of receipt of written notice from Business Associate that it has received a request by an individual for an accounting of Disclosures of PHI, Subcontractor agrees to provide such information as necessary for Business Associate to satisfy its obligations under HIPAA.

2.11. **Prohibition of the Sale of PHI**. Subcontractor shall not sell PHI.

2.12. **Minimum Necessary Use and Disclosure**. In performing the Services that involve the use of PHI, Subcontractor agrees to limit PHI to the minimum amount of information necessary to perform Services.

III. Permitted Uses And Disclosures By Subcontractor

3.1. **General Use and Disclosure Provisions**. Subcontractor may use PHI only in connection with Services.

3.2. Specific Use and Disclosure Provisions.

3.2.1. Subcontractor may only use PHI for management and administration or to meet its legal responsibilities, provided, however, that PHI may only be disclosed if the disclosures are required by law.

3.2.2. Subcontractor will notify Business Associate if the confidentiality of PHI has been breached.

3.2.3. Subcontractor may use and disclose PHI to report violations of law to appropriate Federal and State authorities.

3.2.4. Subcontractor may de-identify Protected Health Information, provided that such de-identification is performed in accordance with HIPAA. Such de-identified information is no longer deemed PHI under HIPAA Standards.

IV. Obligations Of Business Associate

4.1. Business Associate shall notify Subcontractor in writing of changes in, or revocation of, permission by Individual to use or disclose PHI, if changes affect Subcontractor's permitted or required uses and disclosures of PHI.

4.2. Business Associate shall notify Subcontractor in writing of restrictions to the use of PHI that it has agreed to or is required to abide by in accordance with HIPAA if such restriction affects Subcontractor's use of PHI.

4.3. Business Associate shall not request Subcontractor impermissibly use or disclose PHI.

V. Term And Termination

5.1 **Term**. This Agreement will commence upon the Effective Date and will continue as long as Subcontractor has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

5.2 **Termination for Cause.** Upon either Party's knowledge of a material breach by the other Party, the terminating Party shall notify the other Party in writing and provide an opportunity for the breaching Party to cure the breach within thirty (30) days of such notice. If a cure is not reasonably possible, the terminating Party may immediately terminate this Agreement and the Services Agreement, upon written notice to the other Party.

5.3 **Effect of Termination**. Upon termination of this Agreement, Subcontractor shall return or destroy (as directed by Business Associate) PHI received from Business Associate. Subcontractor shall not retain copies of PHI. If Subcontractor determines that returning or destroying PHI is infeasible, Subcontractor shall extend the protections of this Agreement to such PHI for so long as Subcontractor maintains such PHI.

VI. Miscellaneous

6.1 **Survival**. The respective rights and obligations of Business Associate and Subcontractor under Sections 2, 5, 6 and 7 hereunder will survive the termination of this Agreement.

6.2 **Notices**. Except as otherwise agreed to in this Agreement, notices hereunder must be in writing and delivered personally or sent by certified mail, return receipt requested, to the addresses in the signature blocks below.

6.3 **Interpretation**. Ambiguity in this Agreement will be resolved in a way that permits Business Associate (and Covered Entities to which Business Associate is a business associate) to comply with HIPAA, the Regulations, and other applicable law, including HITECH and regulations promulgated thereunder.

6.4 **No Third-Party Beneficiaries**. This Agreement does not create third-party beneficiary rights.

6.5 Waiver. No waiver of liability or obligation hereunder by a Party will be deemed a waiver of other liabilities or obligations.

6.6 **Independent Contractors**. Each of the Parties are independent contractors. Nothing herein will make them partners or joint venturers or make Subcontractor an agent of Business Associate.

6.7 **Entire Agreement**. This Agreement represents the Parties' sole agreement concerning the subject matter herein and supersedes previous drafts, understandings or communications.

6.8 **Representations and Warranties**. Subcontractor warrants and represents that it is in compliance with the Security Rule and the provisions of the Privacy Rule that apply to business associates.

The Parties have executed this Agreement to be effective as of the Effective Date.

SafeRide, Inc.	**Carson City Regional Transportation Commission**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

STAFF REPORT

Report To:	Regional Transportation Commission	**Meeting Date:**	November 16, 2026
Staff Contact:	Darren Schulz, Public Works Director		
Agenda Title:	For Discussion Only – Discussion and presentation regarding the Jump Around Carson ("JAC") Fiscal Year ("FY") 2026 Monitoring Report ("Report"). (Marcus Myers, Transit Coordinator)		
Agenda Action:	Other / Presentation	**Time Requested:**	15 minutes

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Proposed Motion
N/A

Board's Strategic Goal
N/A

Previous Action

Background/Issues & Analysis
The Report details operational and financial metrics for FY 2026 along with data from prior years to highlight how JAC has improved in the last year. Metrics include ridership breakdowns across the fixed route and demand response modes, cost breakdowns by mode, safety metrics, funding availability, revenue and expenses, and a review of short-and long-term goals established in the Transit Development and Coordinated Human Services Plan ("TDCHSP").

Total ridership for the JAC transit system grew by 7.7% in FY 2026, which reflects the first Year-Over-Year ("YOY") increase since 2023. Ridership increases in FY 2022 and 2023 were largely attributed to free-fare policies stemming from the COVID-19 pandemic. Prior to FY 2022 and 2023, the next most recent YOY ridership increase was in FY 2018.

System efficiency is measured using operating cost per Vehicle Revenue Hours ("VRH") and Vehicle Revenue Miles ("VRM") which allow staff to account for the time and distance a vehicle, or mode, spends in a revenue generating capacity divided by the operating cost. JAC's fixed route accomplished an operating cost per VRH of $137.52 and an operating cost per VRM of $11.81 in FY 2026. JAC Assist accomplished an operating cost per VRH of $93.70 and an operating cost per VRM of $9.79.

From a safety perspective, there were zero (0) assaults on transit workers for the second year in a row. JAC reported one (1) less collision when compared to FY 2025, but experienced four (4) more injuries.

Funding in the form of FTA Section 5307, 5310, and 5339 grants continue to become available to JAC through apportionments to the Carson Area Metropolitan Planning Organization. These federal funds

are matched, in part, using advertising revenue ($40,837 in FY 2026 which is an increase of $22,350 from year prior), state grants ($96,750 in FY 2026), and the Carson City General Fund ($739,166 in FY 2026 which increase $21,529 from year prior).

The TDCHSP established numerous goals and strategies for JAC over the 5-year term. From these goals, an implementation roadmap was created to prioritize goals and serve as a starting point. Of the 10 goals in this implementation roadmap five (5) have been completed, four (4) are in progress, and one (1) requires additional discussion, coordination and agreements with neighboring counties.

Overall, FY 2026 established that JAC has the ability to grow and improve in almost every measurable aspect. Continued coordination with partner agencies and the contract operator will allow JAC to continue the momentum achieved in FY 2026 for years to come.

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):
5E_RTC_16NOV26_Exhibit 1 - JAC FY 2026 Monitoring Report.pdf

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

_____
(Vote Recorded By)

Jump Around Carson (JAC) Transit System

Annual Monitoring Report



Fiscal Year 2026

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  - JAC Assist 3
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Introduction

Public Transportation remains a vital service for many residents in Carson City and around the world. In some cases, public transportation serves as the only transportation option for families, students, seniors, and people with disabilities to access jobs, nutrition, social services, and other resources throughout their community. Not only does a public transit system assist in removing barriers to accessing medical appointments, job training, and food pantries, some of which are highlighted in *Carson City Social Service Landscape Assessment*, it also provides a resource for riders to participate in, and contribute to, the local economy.

JAC is happy to report that in Fiscal Year (FY) 2026, total ridership across JAC and JAC Assist grew by 10,496 trips. This is especially exciting given the falling ridership trends following the COVID-19 pandemic. While it can be difficult to identify exactly what led to this ridership growth, it is expected that improved trust and reliability are primary drivers of this increase. Specifically, increased information and outreach, as well as a decrease in out of service periods are believed to have had the greatest impact on ridership in FY 2026.

Jump Around Carson (JAC) will continue the strong momentum achieved in FY 2026 into FY 2027 by focusing on continued ridership increases, operational efficiencies, a route refresh, downtown transit center, bus stop safety improvements, and much more!

"If you want reality, take the bus." – David Lachapelle

Operational Value

The value JAC brings to Carson City exceeds what can be provided in numbers and graphs on a page. It provides freedom and opportunities for those who choose to ride or for those who may not have any other option. Providing a cost-effective, safe, and reliable option to travel throughout the community has a ripple effect that can't always be measured using traditional metrics. Public transportation offers riders an opportunity to access resources that may allow them to live happier, healthier, and more independently. JAC provides access to opportunities that have the potential to change lives for those who may not have any other option to get to their doctor, access senior services, employment, or many other resources. Transit does not discriminate, allowing people from all walks of life an opportunity to save money, travel safely, and engage with their community on a more personal level. While this report largely focuses on measurable performances it is vital to understand that JAC is an incredibly valuable utility to the community and should not be minimized strictly to numbers on a page.

"Strive not to be a success, but rather to be of value." – Albert Einstein

Ridership

JAC Fixed Route

Ridership on the fixed route system tends to follow the same seasonal trends from year to year as shown in Figure 1. Ridership peaked in March 2026, likely due to increased marketing and social media posts. In FY 2026, JAC saw its second largest annual increase in ridership since 2021, which is highlighted in Figure 2. Fixed route ridership in FY 2026 grew by 9,703 trips when compared to the year prior (FY 2025). Many factors play into ridership but it is believed that ridership grew in large part due to renewed trust and reliability of the transit system. A good example is detailed in Figure 3, which reflects the number of hours the fixed route system spent out-of-service over the last 3 years. While there is still much room for improvement, FY 2026 displayed a drastic improvement from the year prior.

Figure 1. JAC Fixed Route Ridership

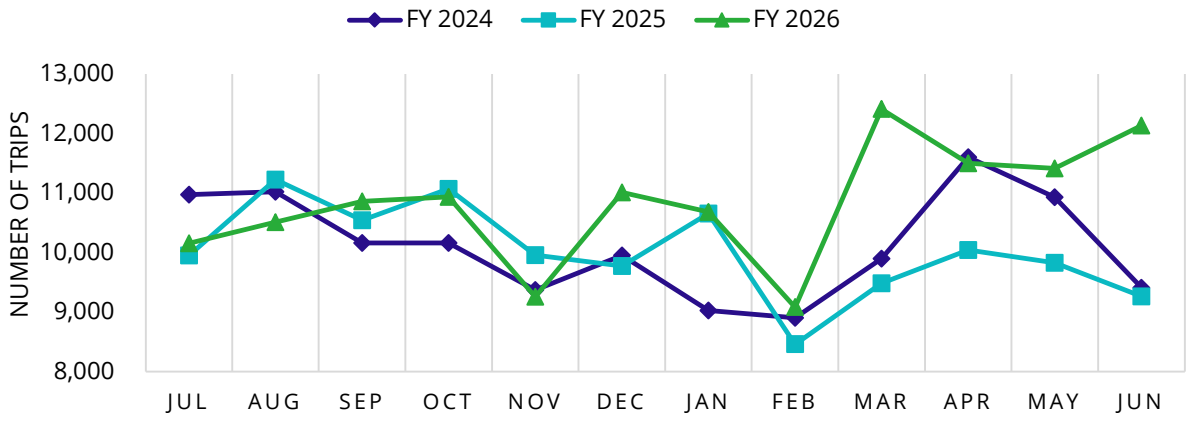


Figure 2. JAC Fixed Route Annual Ridership

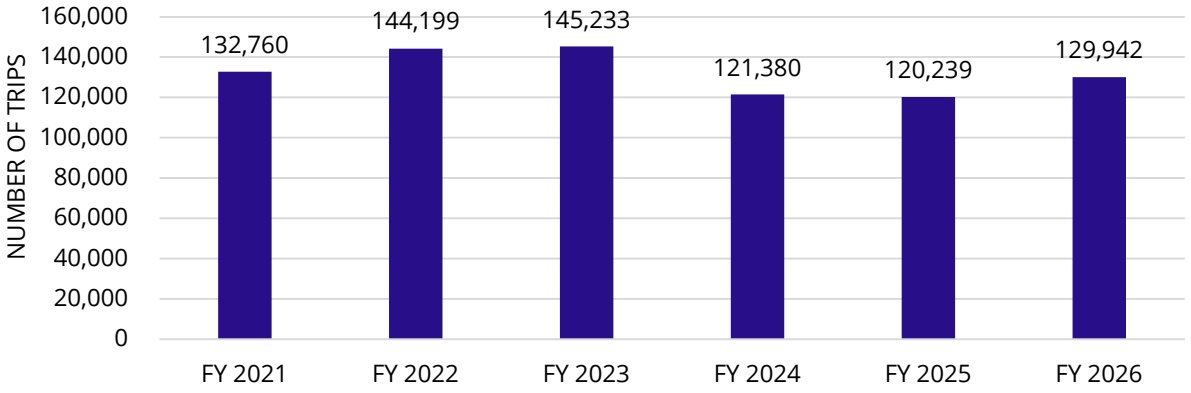
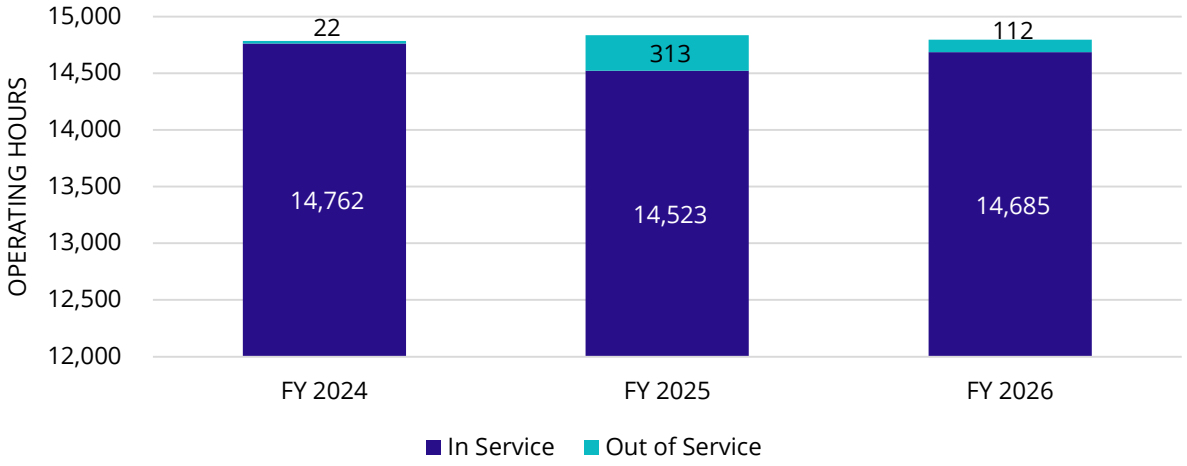


Figure 3. JAC Fixed Route Operating Hours



JAC Assist

Ridership on JAC Assist fluctuates throughout the year, as shown in Figure 4 due to scheduling needs. JAC Assist continued its steady annual growth in FY 2026, completing an additional 793 trips when compared to the year prior. Figure 5 provides annual ridership going back to 2021. JAC staff work daily to identify scheduling efficiencies that allow for maximum ridership. Table 1 details where and when riders are traveling. Table 1 also shows the number of trips that cancel at the door, referred to as 'no-shows'. No-show trips negatively affect ridership and productivity. Trip reminders and "sorry we missed you" door hangers are a new initiative aimed at further reducing the number of no-show trips which should further improve ridership. Furthermore, data collection and analysis efforts add an additional layer of methodology to ensure scheduling is completed efficiently and effectively.

Figure 4. JAC Assist Ridership

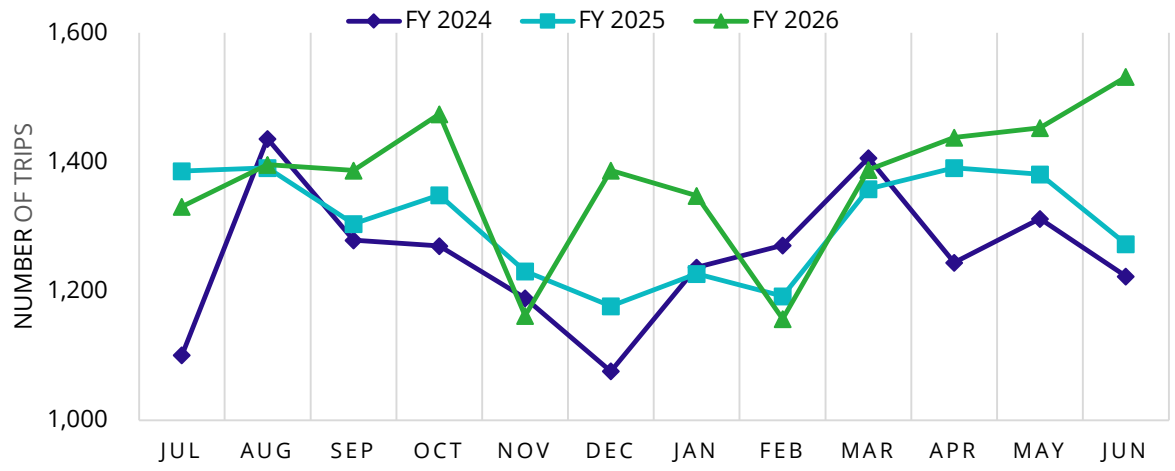


Figure 5. JAC Assist Annual Ridership

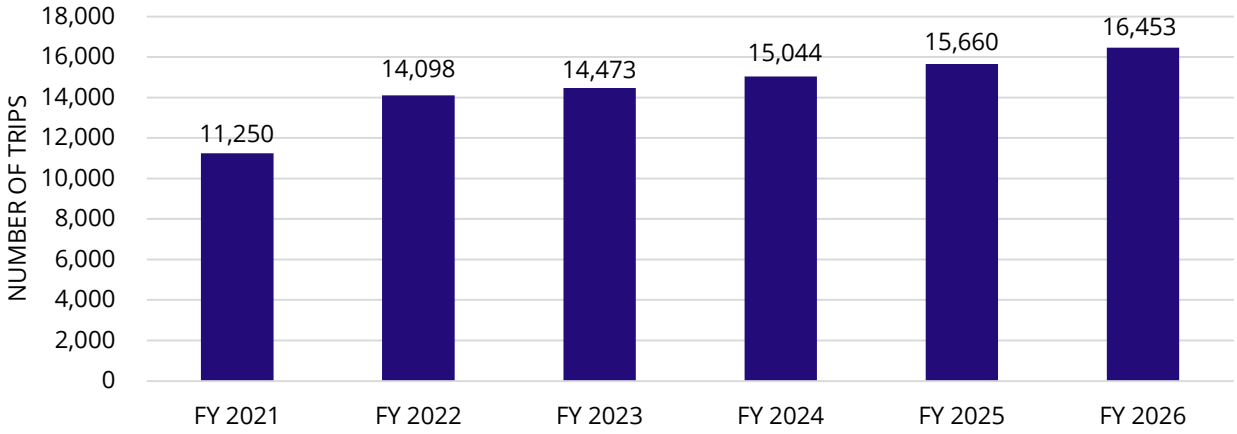


Table 1. JAC Assist Ridership Breakdown

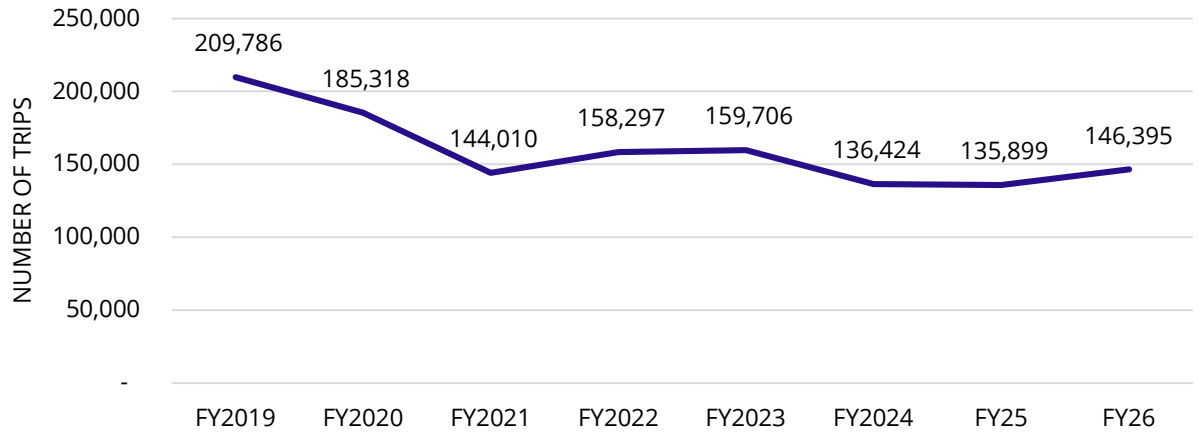
FY	Medicaid Trips	No-Shows	Trip Purpose *		Area		Trips by Day	
			Medical & Dialysis Trips	General / Subscription Trips	3/4 Mile	Extended	Weekday	Saturday
2024	2,990	787	6,207	10,738	14,502	542	14,301	743
2025	4,922	685	7,641	7,290	14,164	1,496	14,919	741
2026	6,128	584	9,837	6,616	9,666	6,787	15,774	679

*Trips may be listed with multiple purposes.

JAC Transit System (All Modes)

JAC's Fixed Route and the JAC Assist Paratransit service are the two modes that make up the overall JAC Transit System. Figure 6 details how total system ridership has changed since FY 2019 and the COVID-19 Pandemic. It is exciting to see that FY 2026 has posted the first year of "organic" ridership growth since the pandemic. As JAC continues to improve its operations and outreach efforts, it is expected that ridership will continue to increase; although, there will come a point where increased efficiencies, such as those with the JAC Assist paratransit service, are no longer attainable without additional operating hours.

Figure 6: Ridership by Fiscal Year



System Efficiency

The JAC bus fleet currently consists of 17 revenue vehicles, with average maintenance costs per vehicle of $15,476. Total maintenance costs (parts and labor) for FY 2026 were $263,098. Two revenue vehicles were received as replacements in FY 2026 and two additional vehicles were ordered in FY 2026 with delivery expected in 2027. JAC's Transit Asset Management (TAM) Plan, available at www.RideJAC.com, provides details on each vehicle within JAC's fleet along with evaluation, retirement, and replacement plans. Ensuring vehicles are well maintained and replaced in line with the TAM Plan will assist in minimizing repair costs associated with aging buses that have exceeded their Useful Life Benchmark.

JAC utilizes Vehicle Revenue Hours (VRH) and Vehicle Revenue Miles (VRM) to account for the time and distance a vehicle spends in revenue service. VRH and VRM do not include the time or distance a vehicle spends traveling for administrative purposes, such as for maintenance, fueling, or driver training activities. Comparing the VRH and VRM values to expenditures allows transit agencies to produce a cost per revenue hour and cost per revenue mile.

Table 2 provides a summary of the cost per revenue hour and cost per revenue mile for FY 2026 as compared to the previous three years for both modes. Additional statistics from FY 2024 are provided within the National Transit Database (NTD) report that has been compiled and included as Appendix 1, this is the latest available NTD data. FY 2026 NTD packets are currently being reviewed by the FTA following staff submission on October 31, 2026.

Table 2. FY 2026 Operational Metrics								
	FY 2023		FY 2024		FY 2025		FY 2026	
	Fixed	Assist	Fixed	Assist	Fixed	Assist	Fixed	Assist
Annual Unlinked Trips	145,233	14,473	121,380	15,044	120,239	15,660	129,942	16,453
Vehicle Revenue Hours	14,784	6,121	14,777	6,164	14,523	5,359	14,685	5,805
Vehicle Revenue Miles	170,734	55,302	171,025	58,187	168,441	64,227	170,958	55,549
Operating Cost per Unlinked Passenger Trip	$9.86	$36.02	$13.58	$37.39	$14.73	$34.26	$15.54	$33.06
Operating Cost per Vehicle Revenue Mile	$8.39	$9.43	$9.64	$9.67	$10.51	$8.35	$11.81	$9.79
Operating Cost per Vehicle Revenue Hour	$96.88	$85.16	$111.52	$91.25	$121.92	$100.12	$137.52	$93.70
Number of Passengers per Revenue Hour	9.8	2.4	8.2	2.4	8.3	2.9	8.8	2.8
Number of Passengers per Revenue Mile	0.9	0.3	0.7	0.3	0.7	0.2	0.8	0.3
Number of Passengers per revenue day	478	48	398	49	392	51	422	53
Farebox recovery rate	3.16%	6.03%	4.52%	7.06%	3.87%	8.87%	3.34%	12.01%

Table 3 provides a comparison of JAC's overall system metrics to other transit agencies of similar sizes, using the latest available NTD data (2024). JAC operates more efficiently in terms of average annual operating expenses, average operating cost per VRM, average operating cost per VRH, and average operating cost per unlinked passenger. These metrics highlight JAC's commitment to operating efficiently and within budget, while improving the transit system and its ridership.

Although it is not ideal to present data from previous years, it is reassuring to see that JAC outperforms other transit agencies of similar sizes. The Carson City Public Works Transit Coordinator continues to work closely with Transdev location management to ensure the system is operated at the highest efficiency.

Table 3. Peer Agency Comparison												
System Name	City	Service Area Population	Service Area (Sq. Miles)	Population Density (per Sq. Mile)	Annual Ridership	Vehicle Revenue Hours	Vehicle Revenue Miles	FY2024 Operating Costs	Maximum Vehicles Operated in Service	Operating Cost Per VRM	Operating Cost Per VRH	Operating Cost Per Unlinked Passenger
River Cities Transit	Longview, Washington	61,598	31	1,987	307,801	44,432	497,601	$6,178,473	22	$12.42	$139.05	$20.07
City of Loveland, Colorado	Loveland, Colorado	79,352	46	1,725	141,026	28,411	477,071	$3,869,402	10	$8.11	$136.19	$27.44
Great Falls Transit District	Great Falls, Montana	64,735	20	3,237	421,377	56,803	172,660	$4,835,829	24	$28.01	$85.13	$11.48
City of Casper	Casper, Wyoming	57,561	27	2,132	163,049	29,024	353,392	$2,370,886	24	$6.71	$81.69	$14.54
Jump Around Carson	Carson City, Nevada	58,639	26	2,255	136,424	20,941	229,212	$2,210,378	8	$9.64	$105.55	$16.20
Average		64,377	30	2,267	233,935	35,922	345,987	$3,892,994	18	$12.98	$109.52	$17.95
JAC % Difference from Average		-9	-14	-1	-53	-53	-41	-55	-75	-29	-4	-10
Source: National Transit Database https://www.transit.dot.gov/ntd/transit-agency-profiles, 2024 (Latest available data)												

Safety

JAC continues to be one of the safest forms of transportation in Carson City. Completing annual updates to its Public Transit Agency Safety Plan (PTASP) emphasizes JAC's commitment to the safety of our riders and community. The PTASP outlines safety-related occurrences for the agency and establishes targets for the coming fiscal year. There were no fatalities or major injuries in FY 2026. For the second consecutive year, JAC has reported zero (0) assaults on transit workers.

As part of the agreement between the Carson City Regional Transportation Commission (RTC) and JAC's Contract Operator, an onsite safety manager, oversees system operations and fosters an environment that encourages the highest level of safety among drivers and dispatchers. Monthly safety meetings highlight seasonal topics, while addressing any deficiencies across JAC's transit system. Daily vehicle inspections and driver fit for duty checks add to the level of awareness and aim to prevent potential incidents before they happen.

Administration & Coordination

JAC is operated by a third party contracted operator, Transdev, who provides management and oversight of the day-to-day operation and staff that make up Carson City's public transit system. Transdev, formerly First Transit, has been contracted with Carson City RTC to provide this service since August of 2020. Transdev's on-site General Manager works closely with Carson City's Transit Coordinator to ensure the system is operated in line with the contract, meets expected standards, and abides by all federal, state, and local requirements.

Funding Availability: Revenue & Expenses

The FTA provides annual apportionments to fund operations and capital purchases for the JAC transit system. Federal apportionments are available through various funding types, including FTA Section 5307 (Urbanized Area Formula Grants), 5310 (Enhanced Mobility of Seniors & Individuals with Disabilities), and 5339 (Grants for Buses and Bus Facilities) programs. These funds are formula based and apportioned directly to the Carson Area Metropolitan Planning Organization (CAMPO).

"If one is to use public funds (s)he must accept a responsibility to the public." – Thomas Francis

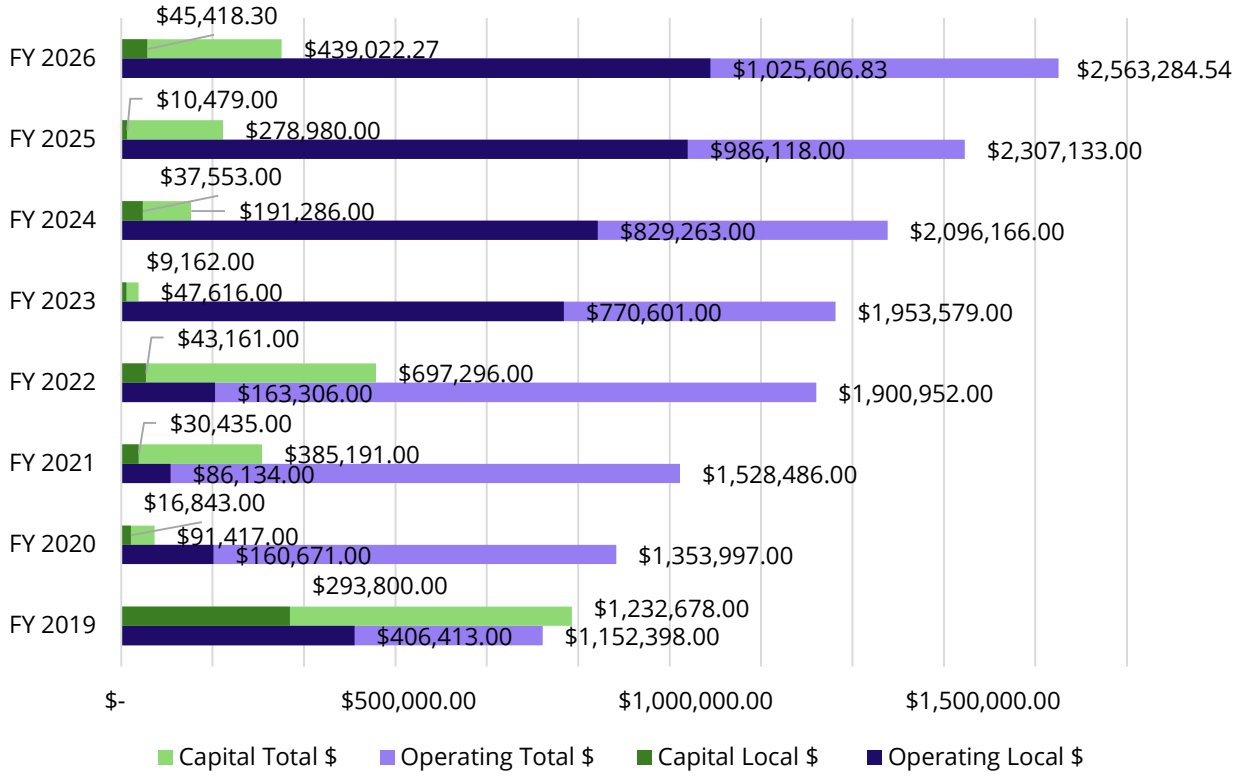
A local match is required for each of these funding sources. The match share for an individual expenditure can range from 15% to 50% depending on the project and funding program. Typically, 15% is required for bus purchases, 20% for other capital purchases and maintenance, and 50% for operating expenditures. The majority of the required local match is provided through a transfer from Carson City's General Fund. JAC received $739,166 in

General Fund transfers. JAC also received $96,750 in local match for operations from State grants and $40,837 through the sale of advertisements on buses and shelters (an increase of $22,350 from FY 2025). The total local match received in FY 2026 was $876,753. JAC also receives revenue from ridership and Medicaid reimbursements through the sales of fares. While fares cannot be used as local match, this revenue reduces the required local match. JAC received $132,752 in total fare revenue, up $16,672 from the year prior.

JAC expenditures can be categorized into capital expenses and operating expenses. Capital expenses consist of large purchases, including rolling stock. Operating expenses include all other purchases necessary for JAC operations, such as maintenance on the buses and the operations contract. While the occurrence of capital expenses can fluctuate and be planned for, operating expenses are more frequent and consistent. Operating expenses are tied to labor and fuel costs and typically increase year-over-year.

All funds received or expended are part of the Transit Fund budget. FTA grant funds must be allocated to specific activities/projects at the time the grant application is submitted in the federal electronic grant award system. This often results in the fund balance for some projects remaining unused until a future need arises, or a grant amendment may be requested from FTA to allocate funds to another transit project when needed.

Figure 7. Operating vs. Capital Costs (FY2019-FY2026)



In FY 2026, JAC spent $3,002,307 between operations and capital, compared to $2,586,113 in FY 2025. Accounting for the $417,670 spent on new vehicles in FY 2026, the actual operating expenses only increased by $9,048 from the year prior. Local match has been increasing due in part to the spending of funds from the CARES Act. CARES Act funding was provided as a one-time apportionment and is expected to be fully expended in FY 2027. There are still lingering dollars to renovate bus stops through the solar lighting project. JAC's spending is expected to increase in FY 2027 due to several factors including the recently approved operating contract, ADA compliance upgrades at bus stops, and rolling stock purchases in conformance with JAC's adopted Transit Asset Management (TAM) Plan.

Annual apportionments of federal grant funds continue to become available to CAMPO. With section 5307, 5310, and 5339 grant funding, JAC must include a local share, largely contributed by Carson City's General Fund. Apportioned funding is further distributed into categories called Activity Line Items (ALI). The ALIs include categories such as preventative maintenance, operations, facility rehabilitation and restoration, and site safety/security, which is required to be 1% of each apportionment. An overview of the distribution of available, executed grant funding is provided in Table 4 and a more detailed version including specific Activity Line Item (ALI) distributions is provided in appendix 2.

JAC relies heavily on FTA 5307 (Urbanized Area Formula Program) funding. FTA 5307 funding covers operations of the fixed route service as well as bus maintenance and site facility upgrades. It can also be used for bus and bus facilities as well as sidewalk, bicycle, and bus stop infrastructure. There is $8,689,623 in FTA 5307 apportioned funds available to CAMPO for execution from FY's 2023, 2024, 2025, and 2026 (Table 5). The required local match for these apportioned funds is not known as it depends on the use of the funding, but it is generally estimated to range from $3,000,000 to $4,500,000.

FTA 5310 funding is used for enhancing the mobility of seniors and people with disabilities. An application has been submitted and is currently pending FTA review for disbursement of FY 2026's apportionment of $203,924, which has a required local match of 20% ($50,981). These funds will be used towards the operation of the JAC Assist paratransit service.

Bus and Bus Facilities funding is captured under FTA's section 5339 program. JAC currently has five open grants with $1,292,430 remaining in FTA funding that requires $369,495 in local matching funds. CAMPO has awarded $85,000 in funding to Douglas County as a subrecipient to be used towards the purchase of a new ADA-compliant transit vehicle for the DART program. The local match for this funding, $15,000, will be provided by Douglas County. CAMPO has not yet executed FY 2026's apportionment of $127,684, which requires a local match rate of 10% ($14,187.10). Staff are preparing cost analysis for the number of bus stops that will require ADA improvements for the planned route refresh.

Table 4. Executed Grant Funding Distributions						
FTA Fund Type	Grant Title & Activity Line Item (ALI)	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5307	NV-2022-016 - FY 2020 Apportionments					
	TOTAL	$2,135,464.00	$1,303,999.00	$815,000.00	$13,172.00	$3,293.00
	NV-2020-007 - FY 2020 CARES Act Apportionment Ops/PM/Capital Items					
	TOTAL	$3,725,309.00	$3,694,318.00	$0.00	$30,991.00	$0.00
	NV-2020-002 - FY 2019 Apportionment Ops/PM/Capital Items					
	TOTAL	$2,669,015.00	$1,541,254.00	$1,118,856.44	$7,125.00	$1,779.56
	NV-2024-013 - FY 2021 5307 Apportionment Ops/PM/Capital Items					
	TOTAL	$2,019,790.00	$935,739.00	$618,149.50	$382,417.00	$83,484.50
	NV-2025-25-00 FY 2022 5307 Apportionment Ops/PM/Capital Items					
	TOTAL	$2,865,685.00	$1,177,540.00	$856,885.00	$697,864.00	$133,396.00
5310	NV-2022-009 - FY 2020 & FY 2021 Apportionments					
	TOTAL	$292,044.00	$259,806.00	$0.00	$32,238.00	$0.00
	NV-2026-004-01-00 FY 2025 Section 5310 - Capitalized operating for paratransit services					
	TOTAL	$250,194.00	$184,086.00	$46,022.78	$16,069.00	$4,016.22
5339	NV-2022-003 - FY 2020 & FY 2021 5339 Apportionment Solar Lighting for all Bus Stops					
	TOTAL	$306,021.00	$0.00	$0.00	$244,817.00	$61,204.00
	NV-2021-021 - FY 2019 5339 Apportionment Replacement Vehicle Purchase					
	TOTAL	$144,006.00	$0.00	$0.00	$122,405.00	$21,601.00
	NV-2021-019 - FY 2019 5339(b) Bus & Bus Facilities, Bus Replacement					
	TOTAL	$650,000.00	$0.00	$0.00	$455,000.00	$195,000.00
	NV-2025-28-00 FY 2022, 2023 & 2024 5339 Apportionment Rolling Stock/Bus station/DART Subaward					
	TOTAL	$418,039.00	$0.00	$0.00	$347,928.00	$70,111.00
	NV-2026-008-00 FFY 2025 Section 5339 Full Apportionment - Replacement Vehicle Purchase					
	TOTAL	$143,859.00	$0.00	$0.00	$122,280.00	$21,579.00
GRAND TOTAL		$15,619,426	$9,096,742	$3,454,914	$2,472,306	$595,464

Table 5. Apportioned Funds Available to CAMPO for Execution		
FTA Fund Type	Existing Available Apportioned Grants	FTA Amount
5307	FFY 2023 Apportionment Ops/PM/Capital Items	Pending FTA Approval
	Available - Operating Assistance	$1,872,307.00
	(Safety & Security (1% Min) = Parking Lot repair	$40,000.00
	TOTAL	**$1,912,307.00**
5307	FFY 2024 Apportionment Ops/PM/Capital Items	
	Available - Operating Assistance	$2,351,549.97
	(Safety & Security (1% Min)	$23,753.03
	TOTAL	**$2,375,303.00**
5307	FFY 2025 Apportionment Ops/PM/Capital Items	
	Available - Operating Assistance	$2,399,902.56
	(Safety & Security (1% Min)	$24,241.44
	TOTAL	**$2,424,144.00**
5307	FFY 2026 Apportionment Ops/PM/Capital Items	
	Available - Operating Assistance	$1,958,090.00
	(Safety & Security (1% Min)	$19,779.00
	TOTAL	**$1,977,869.00**
5339	FFY 2026 Bus and Bus Facilities	
	Bus and Bus Facilities	$127,684.00
	TOTAL	**$127,684.00**
5310	FFY 2026 Senior and Disabled	Pending FTA approval
	Senior and Disabled	$203,924.00
	TOTAL	**$203,924.00**

Outlook

Short- & Long-Term goals

"Lots of people want to ride with you in the limo, but what you want is someone who will take the bus with you when the limo breaks down." – Oprah Winfrey

Transit Development and Coordinated Human Services Plan (TDCHSP)

The TDCHSP serves two primary objectives;

1) The Short-Term transit plan, which includes short- and long-term goals for the transit system as well as a financial plan to ensure the system operates within its fiscal constraints. This short-term plan is a requirement of receiving FTA Section 5307 funding, provides grant justification, and helps guide the future of the transit system.

2) The Coordinated Public Transit Human Services Plan, which is a requirement of receiving FTA Section 5310 funding and is meant to improve local coordination between transit agencies and other human services providers. Key components of this plan include identifying the needs of the target population and establishing goals and strategies to meet those identified goals.

Updating the TDCHSP included public outreach, stakeholder meetings, a full system evaluation, and numerous goals, strategies, and potential options for optimizing the transit system. This plan also included a full route refresh, which is currently being pursued for implementation.

The overall goals and strategies identified in this plan can be found beginning on page 40 of the TDCHSP, which is available for review on the JAC website at www.RideJAC.com. With 45 identified strategies, an Implementation Roadmap was created to serve as a starting point to begin addressing each strategy. This implementation roadmap, along with current progress can be found below in Table 6.

As JAC looks toward continued progress in completing the goals outlined in the TDCHSP staff are focused on developing partnerships with healthcare, education, and workforce agencies while also working towards establishing interlocal agreements to provide improved transit access into Carson City. An outline is currently being formulated to determine the best approach to creating a regional mobility guide while not duplicating previous efforts and existing documents. Additionally, as staff continue making progress toward implementing a full route refresh consideration are being given to the amenity improvement plan which will be formulated once a route refresh occurs, to ensure amenities are placed inline with new bus routes and stops.

Table 6. TDCHSP Implementation Roadmap				
Goal	Strategy	Lead Agency	Notes	Baseline Metric
4.2.3	Ensure cash and non-digital fare options	JAC	Cash, paper, and mobile fares available.	Complete
1.2.5	Ensure potential contracting partnerships with MTM, the current statewide broker for Non-Emergency Medical Transportation (NEMT) trips	JAC	Strong existing partnership with MTM. SafeRide agreement being developed.	Complete / Ongoing
3.2.1	Expand driver customer service and disability training	Transdev	Monthly safety meetings include customer service and ADA topics. Additional detailed ADA training is completed annually.	Complete / Ongoing
2.1.2	Develop a plan for amenity improvements: shelters, lighting, benches, and ADA upgrades	JAC	JAC solar lighting project and downtown transit center improvements underway. Additional efforts will continue following route refresh.	In progress
6.1.2	Create regional mobility guide	Steering Committee	Outline being developed.	In progress
4.2.2	Translate key rider information	JAC	Outreach & Marketing material prepared in English and Spanish.	Complete / Ongoing
4.2.1	Offer bilingual customer service	JAC	JAC staff work together to meet this need.	Complete / Ongoing
7.1.3	Develop partnerships with healthcare, education, and workforce agencies	JAC	partnerships implemented as feasible. Carson City School District agreement in progress.	In progress
5.1.2	Reassess routes for efficiency	JAC	Preliminary route design complete. Cost analysis being developed.	In progress
1.2.2	Establish inter-local agreements for cost-sharing	JAC/ Douglas/ Lyon	Cost breakdown provided to Douglas and Lyon County as part of TDCHSP.	Ongoing

Funding

JAC staff and leadership are committed to providing strong returns on investment in the form of quality service and increased ridership. However, continued sustainability and improvements to the service will rely heavily on matching funds that allow the service to maximize FTA apportionments. Without adequate local matching funds, JAC may be unable to utilize future apportionments, resulting in grant funds reverting to the FTA to be redistributed to agencies who can provide the required local matching funds within the required timeframes. To date, JAC has not been required to return any funds to the FTA which is a result of Carson City's leadership providing these matching funds as needed.

JAC will continue maximizing revenue in the form of fares, advertising, and state sponsored reimbursements that reduce the local match burden that falls to the city. Staff will also continue working closely with the contract operator to ensure operational efficiencies that could reflect cost savings on billable hours. For example, in FY 2026, JAC's contract operator billed Carson City for a total of 21,972.67 hours across both the fixed route and paratransit modes. When compared to the maximum allowed billable hours per year of 22,670 (as defined in the previous contract), Carson City realized a cost savings of $26,136. This cost savings is calculated by multiplying the number of unused billable hours (697.33) by the contracted rate ($37.48).

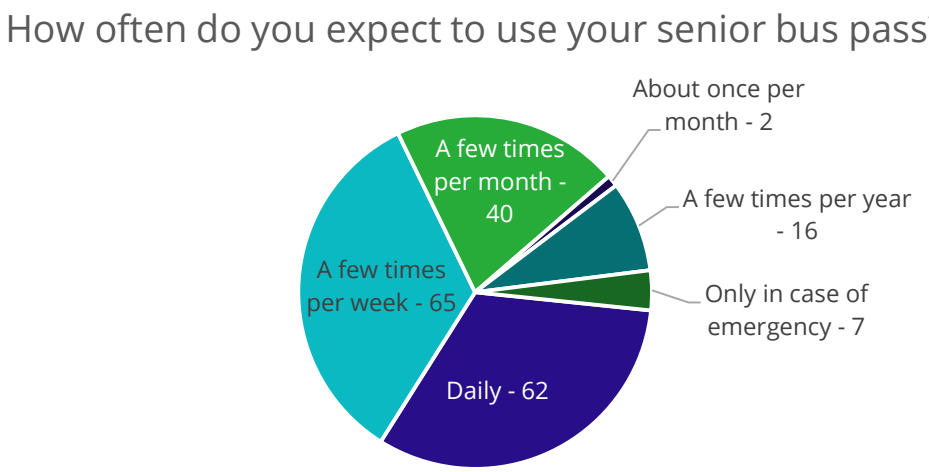
JAC staff continue investigating creative ways to utilize federal funding by expanding the scope to include more ADA and pedestrian related infrastructure, which has a lower local match rate compared to other projects. Furthermore, staff are looking for new local funding sources in partnership with other agencies or organizations to complete projects or provide new services that mutually benefit both parties. An ideal structure for these types of agreements could consist of CAMPO contributing the federal funds, and the partner agency providing the local match.

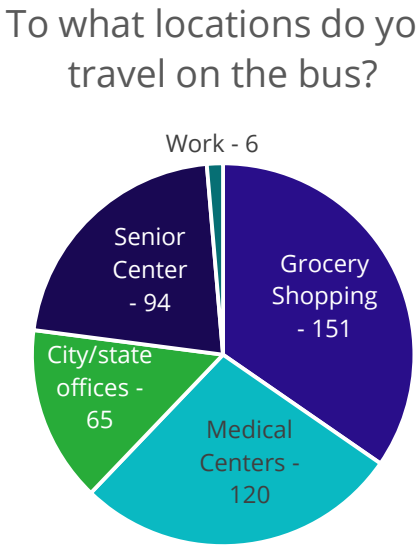
Surveys

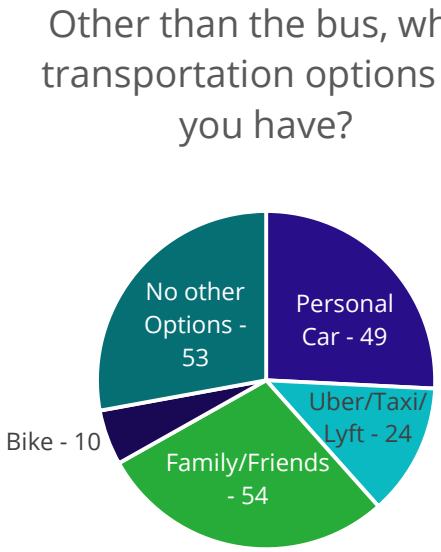
Senior Survey

Surveys were distributed to gain valuable feedback related to how seniors use their bus pass and the JAC transit system during the annual two-day senior bus pass event at the Carson City Senior Center. The survey responses reflect strong utilization of the senior bus pass to access nutrition, healthcare, and governmental facilities such as the senior center and city and state offices. More than a quarter of the 196 respondents report the senior bus pass being their only option to travel Carson City, while half detail having a personal car or family/friends who help them get around town. Finally, when asked what locations seniors would like to have bus access to, Topsy Lane was the overwhelming leader, followed by, Reno

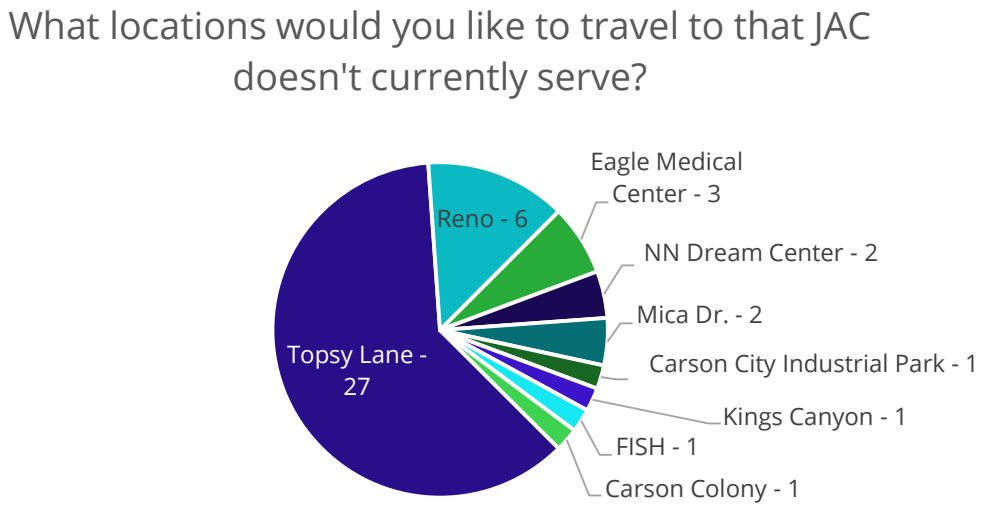
(which is accessible utilizing free transfers with RTC Washoe), the Eagle Medical Center (which is a planned stop within the route refresh), Northern Nevada Dream Center, and more.







"Most people do not listen with the intent to understand; they listen with the intent to reply." – Stephen R. Covey



Rider Survey

The annual rider survey was open from August 1 through September 18. The Transit Coordinator spent multiple days at the downtown transit center during peak times encouraging riders to take the survey, even offering a free single ride pass for those who participated. Even with the incentive of a free ride, only 16 individuals took the survey. Responses received from the rider survey are available in Appendix 3 of this report.

Conclusion

JAC has had the privilege of serving Carson City for more than 20 years, providing services that fill a void in the community and provide a vital transportation lifeline for those who need it. JAC's transit funding has been used to improve infrastructure throughout the city, including new buses, ADA sidewalk improvements, bus stop shelters and benches, expanded fleet maintenance facilities with a dedicated wash bay, and a tire facility. JAC is poised to remain a reliable, economical, and friendly transportation option for the many residents and visitors who rely upon the services provided. Promoting the service and adapting to changing demographics, funding streams, and technology must be prioritized in order to successfully serve the riding public and continue meeting federal requirements.

"People will forget what you said, people will forget what you did, but people will never forget how you made them feel." –Maya Angelou

As JAC begins to see renewed momentum related to increased ridership, strong efforts are being made to increase revenues while decreasing costs through operational efficiencies. Continued efforts towards accomplishing the goals outlined in the TDCHSP implementation roadmap, that was previously presented (Table 6), are expected to have a continued positive

effect on ridership, efficiency, and overall success of the transit system. Staff are excited to see the JAC transit system cement itself as a resource and staple of Carson City. JAC remains immensely grateful to the residents, visitors, staff, partners, and leaders of Carson City who take part in the success of the transit system.

THANK YOU AND ENJOY THE RIDE!

Appendix 1 – FY 2025 NTD Report

NTD ID	90215
Reporter Name	Carson Area Metropolitan Planning Organization
Report	2025 (Revision: 1)

Identification (B-10)

General Information

Organization Type: MPO, COG or Other Planning Agency

Are you a Voluntary Reporter?: No

Demographic Information

Primary UZA

14158 - Carson City, NV

Secondary UZA / Non-UZA(s)

32 - Nevada Non-UZA

Service Area Square Miles

26

Service Area Population

59,294

Contractual Relationship (B-30) - TransDev, DBA First Transit

Contract Summary

Contractual Position	The Reporter is the Buyer
Type of Contract	Competitively-Bid Contract
Primary Feature	The Buyer Pays the Seller a Negotiated Fixed Rate Per Unit of Service
Public Assets Provided	Buyer Provides Vehicles to Seller; Buyer Provides Maintenance Facility to Seller
Service Captured	In This Report
Fares Retained By	Buyer
Other Party	

Key Financial and Operation Statistics

Mode	Type Of Service	Vehicles/Passenger Cars Operated in Annual Maximum Service Under Contract	Months Operated	Purchased Transportation Fare Revenue (5111)	Direct Payment (5112)	Passenger Fees (5113)	Passenger Out-of-Pocket Expenses (5114)	Total Fares	Agency Subsidy (5115)	Capital Leasing (5120)	Contractor Operating Expenses	Contract Cost (5110)	Other Operating Expenses Incurred by the Buyer (5131)	Other Reconciling Item Expenses Incurred by the Buyer (5132)	Operating Expenses
MB	PT	4	12	$68,467	$1,102,809	N/A	N/A	$68,467	N/A	$0	$1,102,809	$1,102,809	$667,790	$0	$1,770,599
DR	PT	6	12	$47,613	$454,898	N/A	N/A	$47,613	N/A	$0	$454,898	$454,898	$81,636	$0	$536,534

Transit Asset Management Facilities Inventory (A-15)

ID	Name	Section of Larger Facility?	Street	City	State	Zip	Lat	Long	Condition Assessment	Est. Date of Condition Assessment	Primary Mode	Non-Agency Mode	Secondary Modes	Private Mode	Facility Type	Year Built or Reconstructed as New	SqFt	Parking Spaces	Transit Agency Capital Responsibility (%)	ADA Accessible	Elevators	Escalators	Maintenance Facility Type	Right of Use	Owned or Leased By	Leased From	Notes
51	Fleet Maintenance	No	3303 Butti Way, Building #2	Carson City	NV	89701			5	6/24/2025	MB/PT		DR/PT		Maintenance Facility (Service and Inspection)	2015	500		73.9				General Maintenance Facility (Greater than 300 Vehicles)	Owned	Public Agency		**Consolidated Municipality of Carson City shares Transit Agency capital responsibility. Transit has made capital improvements to the facility that are focused on Transit needs. The rest of the capital responsibility is shared with the Consolidated Municipality of Carson City as they also maintain their vehicles in the facility. The capital investment by transit was to show a prioritization of transit maintenance at the facility.**
52	Admin Facility	No	3770 Butti Way	Carson City	NV	89701			5	6/24/2025	MB/PT		DR/PT		Administrative Office / Sales Office	2018	1800		100								**Admin facility was relocated 6.26.18. Although the building was constructed in 1985, was fully remodeled in 2018 to like new condition.**

Revenue Vehicle Inventory (A-30) - MB PT

Fleets

RVI ID	Agency Fleet Id	Vehicle Type	Total Vehicles	Active Vehicles	Dedicated Fleet	No Capital Replacement Responsibility	Automated or Autonomous Vehicles	Manufacturer	Describe Other Manufacturer	Model	Year Manufactured	Year Rebuilt	Fuel Type	Other Fuel Type	Dual Fuel Type	Vehicle Length	Seating Capacity	Standing Capacity	Ownership Type	Funding Type	ADA Accessible Vehicles	Emergency Vehicles	Type of Last Renewal	Useful Life Benchmark	Useful Life Remaining	Miles This Year	Avg Lifetime Miles per Active Vehicle	Status	Notes
350634	4243, 4244	Bus (BU)	2	2	Yes			ARB - Arboc Mobility LLC		Spirit Liberty	2016		Diesel Fuel			35	32	20	OOPA	UA	2			14	5	19,258	194,449	Active	
357333	4245	Bus (BU)	1	1	Yes			ARB - Arboc Mobility LLC		Spirit Liberty	2018		Diesel Fuel			35	32	20	OOPA	UA	1			14	7	16,538	191,438	Active	vehicle began revenue service with 1,000 miles on the odometer
382370	4249, 4250	Bus (BU)	2	2	Yes			ARB - Arboc Mobility LLC		SOL34	2019		Diesel Fuel			34	32	10	OOPA	UA	2			14	8	14,503	135,477	Active	
390449	4251, 4252	Cutaway (CU)	2	2	Yes			ARB - Arboc Mobility LLC		Spirit Mobility	2020		Gasoline			24	17	5	OOPA	UA	2	0		10	5	19,463	61,523	Active	
396660	4254, 4255, 4256, 4257, 4258	Cutaway (CU)	5	5	Yes			ARB - Arboc Mobility LLC		Spirit Mobility	2021		Gasoline			28	18	5	OOPA	UA	5			10	6	113,827	67,088	Active	Five 28' foot cutaways purchased during FY22 and placed into Service at start of FY23.
Total			***12***	***12***																		***12***	***0***				***183,589***		

Energy Consumption

Energy Type	Amount	Unit

Revenue Vehicle Inventory (A-30) - DR PT

Fleets

RVI ID	Agency Fleet Id	Vehicle Type	Total Vehicles	Active Vehicles	Dedicated Fleet	No Capital Replacement Responsibility	Automated or Autonomous Vehicles	Manufacturer	Describe Other Manufacturer	Model	Year Manufactured	Year Rebuilt	Fuel Type	Other Fuel Type	Dual Fuel Type	Vehicle Length	Seating Capacity	Standing Capacity	Ownership Type	Funding Type	ADA Accessible Vehicles	Emergency Vehicles	Type of Last Renewal	Useful Life Benchmark	Useful Life Remaining	Miles This Year	Avg Lifetime Miles per Active Vehicle	Status	Notes
55685	4238, 4239	Cutaway (CU)	2	2	Yes			ARB - Arboc Mobility LLC		SpiritOfMbility	2012		Gasoline			21	8	0	OOPA	UA	2	0		10	-3	30,825	231,254	Active	Replacement vehicles for 4238 and 4239 have been on order since October 2024, anticipated for delivery by the end of CY 2025.
344712	4241, 4242	Cutaway (CU)	2	2	Yes			ARB - Arboc Mobility LLC		SpiritOfMbility	2015		Gasoline			24	17	0	OOPA	UA	2	0		10	0	11,428	118,674	Active	
390449	4251, 4252	Cutaway (CU)	2	2	Yes			ARB - Arboc Mobility LLC		Spirit Mobility	2020		Gasoline			24	17	5	OOPA	UA	2	0		10	5	19,463	61,523	Active	
396706	4253	Minivan (MV)	1	1	Yes			DTD - Dodge Division — Chrysler Corporation		Promaster 3500	2021		Gasoline			19	6	0	OOPA	OF	1			8	4	5,470	37,926	Active	
Total			***7***	***7***																		***7***	***0***				***67,186***		

Energy Consumption

Energy Type	Amount	Unit

Service Vehicle Inventory (A-35)

ID	Agency Fleet Id	Fleet Name	Vehicle Type	Primary Mode	Year Manufactured	Estimated Cost	Useful Life Benchmark (Years)	Useful Life Remaining (Years)	Total Vehicles	Transit Agency Capital Responsibility (%)	Year Dollars of Estimated Cost	Secondary Modes	Notes	Status
31395	5354	JAC Admin SUV-Truck	Trucks and other Rubber Tire Vehicles	DR - Demand Response	2023	$45,000.00	14	12	1	100.00	2023	MB	Non revenue vehicle for administrative purpose only.	Active

Total Vehicles: 1

Transit Asset Management Performance Measure Targets (A-90)

1) Rolling Stock - Percent of revenue vehicles that have met or exceeded their useful life benchmark

Performance Measure	2025 Target (%)	2025 Performance (%)	2025 Difference	2026 Target (%)
AB - Articulated Bus	N/A			N/A
AO - Automobile	N/A			N/A
BR - Over-the-road Bus	N/A			N/A
BU - Bus	40.00			40.00
CU - Cutaway	18.18			36.36
DB - Double Decker Bus	N/A			N/A
MV - Minivan	0.00			0.00
OR - Other	N/A			N/A
SB - School Bus	N/A			N/A
SV - Sports Utility Vehicle	N/A			N/A
VN - Van	N/A			N/A

2) Equipment - Percent of service vehicles that have met or exceeded their useful life benchmark

Performance Measure	2025 Target (%)	2025 Performance (%)	2025 Difference	2026 Target (%)
Automobiles	N/A			N/A
Trucks and other Rubber Tire Vehicles	0.00			0.00
Steel Wheel Vehicles	N/A			N/A

3) Facility - Percent of facilities rated below 3 on the condition scale

Performance Measure	2025 Target (%)	2025 Performance (%)	2025 Difference	2026 Target (%)
Passenger / Parking Facilities	N/A			N/A
Administrative / Maintenance Facilities	0.00			0.00

Federal Funding Allocation Statistics (FFA-10) DR PT

UZA Reporting Method: Actual Data

FFA-10 Data

	Other Form Data	Annual Total	Allocated (%)
Total VRH	5,359	5,359	100
Total UPT	15,660	15,660	100
NFG VRM	64,227	64,227	100
NFG OE	$536,534	$536,534	100

Selected UZA Data

UZA	Total VRH	Total UPT	NFG VRM	NFG OE
14158 - Carson City, NV	5,359.00	15,660.00	64,227	536,534
32 - Nevada Non-UZA	0.00	0.00	0	0

Federal Funding Allocation Statistics (FFA-10) MB PT

UZA Reporting Method: Actual Vehicle Revenue Miles

FFA-10 Data

	Other Form Data	Annual Total	Allocated (%)
Total VRH	13,620	13,620	100
Total UPT	120,239	120,239	100
NFG VRM	168,441	168,441	100
NFG OE	$1,770,599	$1,770,599	100

Selected UZA Data

UZA	Total VRH	Total UPT	NFG VRM	NFG OE
14158 - Carson City, NV	13,620.00	120,239.00	168,441	1,770,599
32 - Nevada Non-UZA	0.00	0.00	0	0

CEO Certification (D-10)

Overall Accuracy of the NTD Annual Report

The financial and non-financial operating data in this submission are accurate and truthful records of the financial transactions and operations of Carson Area Metropolitan Planning Organization.

Is the statement above accurate and truthful? (Y/N)
Y

Conformance to FTA NTD Manuals & USOA

The financial and non-financial operating data in this submission conform in all material respects with the accounting and definitional requirements of the Federal Transit Administration's (FTA) National Transit Database (NTD) Reporting manuals and Uniform System of Accounts (USOA).

Is the statement above accurate and truthful? (Y/N)
Y

Federal Funding Allocation Data

The following data elements are used in the apportionment of Federal funds for the Urbanized Area Formula Program, the State of Good Repair Program, and the Bus and Bus Facilities Program: fixed guideway directional route miles, high intensity bus directional route miles, passenger miles traveled (for Full Reporters), actual vehicle revenue hours, actual vehicle revenue miles, operating costs, and unlinked passenger trips. Please verify the following statements regarding these data submissions:

(A) A system is in place for recording these data in accordance with FTA definitions. This system records complete data without systematic errors in data definitions or in comprehensive coverage.
(B) Data gathering is an ongoing effort and is collected on a continuing basis throughout the year.
(C) Source documents are available to support the reported data and will be maintained for at least three years. The source documents are reviewed and signed by a supervisor, as required.
(D) A system of internal controls is in place to ensure the accuracy of the data collected and reported to the NTD. Documents are reviewed and signed by a supervisor, as required.
(E) Data collection methods for these data are those suggested by FTA or equivalent.
(F) FTA standards for precision and accuracy in these data have been satisfied. The sampling technique for passenger miles traveled has either been approved by FTA, or has been determined to conform to FTA requirements by a qualified statistician. The approved sampling technique for passenger miles traveled was followed as documented (for Full Reporters).
(G) These data are consistent with prior reporting periods, and other facts known about transit agency operations.

Mode	Do (a)-(g) apply? (Y/N)
DR PT	Y
MB PT	Y

Financial Data Review

Carson Area Metropolitan Planning Organization has FTA approval of an Independent Financial System Review for a prior report year and is not submitting a new statement for the current report year.

Is the statement above accurate and truthful? (Y/N)
Y

This NTD report is derived from an accounting system that follows the prescribed Uniform System of Accounts (USOA). An NTD report was previously submitted and approved by FTA for fiscal year ending 6/30/2018, which contained an independent reviewer's NTD financial data statement signed by Piercy Bowler Taylor & Kern, dated 2/4/2019.

Unlinked Passenger Trip Data

Mode	Used APC Data (Y/N)	Current Method	Previous Method
DR PT	N	100% count of unlinked passenger trips (UPT) data (actual data)	
MB PT	N	100% count of unlinked passenger trips (UPT) data (actual data)	

General Transit Feed Specification

The General Transit Feed Specification (GTFS) web links submitted are up to date. All fixed route service changes must be reflected in the previous weblink with the GTFS dataset. Specifically, if there are changes to fixed routes, the reporter must update the GTFS dataset at the previously submitted web link on the General Transit Feed Specification (P-50) form.

Mode	GTFS Web Link Up to Date	Explanation	Active Weblinks	Weblink Updated Date
MB PT	Y		https://www.carson.org/home/showpublisheddocument/88322/638424553550361879	11/20/2025

Reduced Reporting (RR-20) - Small Systems

Expenses by Type

Mode	Funds Expended on Operations	Funds Expended on Capital
DR PT	$536,534	$0
MB PT	$1,770,599	$278,980
Total	**$2,307,133**	**$278,980**

Fare Revenues

Mode	Revenues	Funds Expended on Operations	Funds Expended on Capital
DR PT	Passenger-Paid Fares	$16,518	$0
	Organization-Paid Fares	$31,095	$0
	Fare Revenues	$47,613	$0
MB PT	Passenger-Paid Fares	$68,467	$0
	Organization-Paid Fares	$0	$0
	Fare Revenues	$68,467	$0
Total		**$116,080**	**$0**

Other Directly Generated Funds

Field	Funds Expended on Operations	Funds Expended on Capital
Other Directly Generated Funds	$18,488	$0
Describe Other Directly Generated Funds	**Revenue from advertising on buses and bus shelters.**	

Revenues Accrued Through a PT Agreement

Agreement Type	Funds Expended on Operations	Funds Expended on Capital
With an NTD Reporting Agency	$0	$0
With a non-NTD Reporting Agency	$0	$0
Total	**$0**	**$0**

Non-Federal Data

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
Local Funds	$754,800	$10,479
State Funds	$96,750	$0
Total	**$851,550**	**$10,479**

Federal Government Funds

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
FTA Metropolitan Planning (5303)	$0	$0
FTA Urbanized Area Formula Program (5307)	$866,771	$41,916
FTA Urbanized Area Formula Program: Capital Assistance Spent on Operations (5307)	$217,309	$0
CARES Act Urbanized Area Program Funds (§5307)	$17,069	$226,585
CRRSA Act Urbanized Area Program Funds (§5307)	$0	$0
American Rescue Plan Act of 2021 Urbanized Area Program Funds (§5307)	$0	$0
FTA Clean Fuels Program (5308)	$0	$0
FTA Capital Investment Grants (5309)	$0	$0
American Rescue Plan Act of 2021 Fixed Guideway Capital Investment Grants (§5309)	$0	$0
FTA Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (5310)	$0	$0
Capital Assistance Spent on Operations (5310)	$219,866	$0
CRRSA Act Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (§5310)	$0	$0
American Rescue Plan Act of 2021 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (§5310)	$0	$0
FTA Formula Grants for Rural Areas (5311)	$0	$0
Capital Assistance Spent on Operations (5311)	$0	$0
FTA Tribal Transit Funds (5311)	$0	$0
CARES Act Rural Area Program Funds (§5311)	$0	$0
CARES Act Public Transportation on Indian Reservations Program Funds (§5311)	$0	$0
CRRSA Act Rural Area Program Funds (§5311)	$0	$0
CRRSA Act Public Transportation on Indian Reservations Program Funds (§5311)	$0	$0
American Rescue Plan Act of 2021 Rural Area Program Funds (§5311)	$0	$0

Funding Sources	Funds Expended on Operations	Funds Expended on Capital
American Rescue Plan Act of 2021 Public Transportation on Indian Reservations Program Funds (§5311)	$0	$0
FTA Job Access and Reverse Commute Formula Program (5316)	$0	$0
FTA New Freedom Program (5317)	$0	$0
Capital Assistance Spent on Operations (5317)	$0	$0
FTA Transit in Parks (5320)	$0	$0
FTA State of Good Repair Program (5337)	$0	$0
FTA Bus and Bus Facilities (5339)	$0	$0
Other FTA Funds	$0	$0
Capital Assistance Spent on Operations	$0	$0
Funds Received from Other USDOT Grant Programs	$0	$0
Other Federal Funds	$0	$0
Total	**$1,321,015**	**$268,501**

Service Data

Modes	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Annual Unlinked Passenger Trips	Annual Vehicles of Maximum Service	Sponsored Services UPT
DR PT	64227	5359	15660	6	4922
MB PT	168441	13620	120239	4	
Total	**232668**	**18979**	**135899**	**10**	**4922**

Safety Data (S&S-60)

Physical Assaults

	Physical Assaults in Transit Vehicle	Physical Assaults in Revenue Facility	Physical Assaults in Non-Revenue Facility	Physical Assaults in Other Location
Total event Counts				
Major Safety and Security Events	0	0	0	0
Non-Major Events (non-injury)	0	0	0	0
Injuries Counts				
Operator Injuries	0	0	0	0
Other Transit Worker Injuries	0	0	0	0
Other Injuries	0	0	0	0
Fatalities Counts				
Operator Fatalities	0	0	0	0
Other Transit Worker Fatalities	0	0	0	0
Other Fatalities	0	0	0	0

Non-Physical Assaults

	Non-Physical Assaults in Transit Vehicle	Non-Physical Assaults in Revenue Facility	Non-Physical Assaults in Non-Revenue Facility	Non-Physical Assaults in Other Location
Total event Counts				
Major Safety and Security Events	0	0	0	0
Non-Major Events (non-injury)	0	0	0	0
Injuries Counts				
Operator Injuries				
Other Transit Worker Injuries				
Other Injuries				
Fatalities Counts				
Operator Fatalities				
Other Transit Worker Fatalities				
Other Fatalities				

Additional Details

All Other Reportable Safety & Security Data

Event Type	Major Events	Fatalities	Injuries
Collisions with Pedestrian(s)	0	0	0
Collisions with Vehicle(s)	2	0	0
Collisions with Other (e.g. animal, manhole, shopping cart, etc.)	0	0	0

Other Major Events	1	0	1
Total reportable injuries from non-major events			1

Geographic Area Coverage (B-15) - DR PT

Geographic Area Coverage (B-15)

1. Do you serve residents in another State besides your State? No

2. Select the Counties that you serve, either in whole or in part, where you pick up residents for a new trip origination.

State	County
Nevada	Carson City

3. Select Census 'Places' served in these counties; indicate whether these Places (e.g., Township) are served, and whether these Places are partially or wholly served.

Place	Service Level
Carson City, NV	Partially Served

4. Is your demand response service intended to meet the Americans with Disabilities Act (ADA) complementary paratransit requirements for a fixed route system? Yes

5. If yes to #4, does your ADA complementary paratransit serve any part of the service area of another agency's fixed route service?

A. My own fixed route service area is the only one served.

NTD IDs Associated with B-15

N/A

6. Within your service area, do you have different passenger eligibility requirements or different terms and conditions of service? Yes

7. Which days per week do you operate?

Monday; Tuesday; Wednesday; Thursday; Friday; Saturday

8. For each day of the week, what are your hours of operation, and is your service open to:

Day of the Week	Service Begin Time	Service End Time	Ends Next Day	Complementary Paratransit Eligible	Age or Disability	General Population
Monday	6:30 AM	7:30 PM	N/A	Yes	No	No
Tuesday	6:30 AM	7:30 PM	N/A	Yes	No	No
Wednesday	6:30 AM	7:30 PM	N/A	Yes	No	No
Thursday	6:30 AM	7:30 PM	N/A	Yes	No	No
Friday	6:30 AM	7:30 PM	N/A	Yes	No	No
Saturday	8:30 AM	4:30 PM	N/A	Yes	No	No

9. What is the minimum advanced reservation time for your service? Select days or hours. 1 Days

10. What is the fare charged? $3.00

Appendix 2 – Executed Grant Funding Distributions

FTA Fund Type	Grant Title & Activity Line Item (ALI)	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5307	NV-2022-016 - FY 2020 Apportionments					
	Operating	$1,304,000.00	$652,000.00	$652,000.00	$0.00	$0.00
	Capital Assistance - Preventive Maintenance	$652,000.00	$521,600.00	$130,400.00	$0.00	$0.00
	Capital Non-Fixed Route ADA Paratransit	$162,999.00	$130,399.00	$32,600.00	$0.00	$0.00
	Renovate Admin Facility (Safety & Security)	$16,465.00	$0.00	$0.00	$13,172.00	$3,293.00
	TOTAL	$2,135,464.00	$1,303,999.00	$815,000.00	$13,172.00	$3,293.00
5307	NV-2020-007 - FY 2020 CARES Act Apportionment Ops/PM/Capital Items					
	Operating	$2,241,894.00	$2,241,894.00	$0.00	$0.00	$0.00
	Other Capital Items (Bus)	$308,475.00	$308,475.00	$0.00	$0.00	$0.00
	Rehab/Renovate Admin Facility (safety & security)	$37,253.00	$37,253.00	$0.00	$0.00	$0.00
	Rehab/Renovate Admin Facility	$217,747.00	$217,747.00	$0.00	$0.00	$0.00
	ADP Software	$33,600.00	$33,600.00	$0.00	$0.00	$0.00
	Bus Support Equip/Facilities Fare Collection (mobile)	$71,290.00	$71,290.00	$0.00	$0.00	$0.00
	Rehab/Renovate Bus Station	$51,250.00	$20,259.00	$0.00	$30,991.00	$0.00
	Rolling Stock (Three 24 Footers)	$413,964.00	$413,964.00	$0.00	$0.00	$0.00
	Rolling Stock (Mini Van)	$94,046.00	$94,046.00	$0.00	$0.00	$0.00
	Rolling Stock (Two 35 Foot to 24 Foot)	$255,790.00	$255,790.00	$0.00	$0.00	$0.00
	TOTAL	$3,725,309.00	$3,694,318.00	$0.00	$30,991.00	$0.00
5307	NV-2020-002 - FY 2019 Apportionment Ops/PM/Capital Items					
	Operating	$1,956,110.00	$978,055.00	$978,055.00	$0.00	$0.00
	Capital Assistance - Preventive Maintenance	$265,000.00	$211,999.00	$53,000.94	$1.00	($0.94)
	Capital Non-Fixed Route ADA Paratransit	$193,550.00	$154,841.00	$38,709.00	($1.00)	$1.00
	(Safety & Security)	$19,355.00	$8,359.00	$2,091.50	$7,125.00	$1,779.50
	ADP Software	$10,000.00	$8,000.00	$2,000.00	$0.00	$0.00
	Rehab/Renovate Bus Station	$225,000.00	$180,000.00	$45,000.00	$0.00	$0.00
	TOTAL	$2,669,015.00	$1,541,254.00	$1,118,856.44	$7,125.00	$1,779.56

FTA Fund Type	Grant Title & Activity Line Item (ALI)	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5307	NV-2024-013 - FY 2021 5307 Apportionment Ops/PM/Capital Items					
	Operating	$1,072,976.00	$536,488.00	$536,488.00	$0.00	$0.00
	Capital - Non-Fixed, Paratransit	$164,770.00	$131,816.00	$32,954.00	$0.00	$0.00
	Rehab/Reno - Yard/Shop (Safety & Security)	$16,477.00	$0.00	$0.00	$13,182.00	$3,295.00
	ADP Software	$31,250.00	$15,586.00	$3,896.61	$9,414.00	$2,353.39
	Bus Stop Amenities	$250,000.00	$4,987.00	$1,246.89	$195,013.00	$48,753.11
	Bus Rolling Stock	$484,317.00	$246,862.00	$43,564.00	$164,808.00	$29,083.00
	TOTAL	$2,019,790.00	$935,739.00	$618,149.50	$382,417.00	$83,484.50
5307	NV-2025-25-00 FY 2022 5307 Apportionment Ops/PM/Capital Items					
	Operating Assistance	$1,500,000.00	$750,000.00	$750,000.00	$0.00	$0.00
	Capital non-fixed route Paratransit	$234,425.00	$187,540.00	$46,885.00	$0.00	$0.00
	Preventative Maintenance	$300,000.00	$240,000.00	$60,000.00	$0.00	$0.00
	Rehab/Renovate Admin/Maintenance Facility (Safety & Security)	$23,444.00	$0.00	$0.00	$18,755.00	$4,689.00
	Rehab/Renovate Bus Terminal	$150,663.00	$0.00	$0.00	$120,530.00	$30,133.00
	Bus Rolling Stock <30ft	$16,158.00	$0.00	$0.00	$13,734.00	$2,424.00
	Bus Rolling Stock 35ft	$640,995.00	$0.00	$0.00	$544,845.00	$96,150.00
	TOTAL	$2,865,685.00	$1,177,540.00	$856,885.00	$697,864.00	$133,396.00
5310	NV-2022-009 - FY 2020 & FY 2021 Section 5310 Apportionments					
	3rd Party Contracted Services	$143,471.00	$143,471.00	$0.00	$0.00	$0.00
	Acquire- Mobile Fare Coll Equip	$148,573.00	$116,335.00	$0.00	$32,238.00	$0.00
	TOTAL	$292,044.00	$259,806.00	$0.00	$32,238.00	$0.00
5310	NV-2026-004-01-00 FY 2025 Section 5310 - Capitalized operating for paratransit services					
	3rd Party Contracted Services	$250,194.00	$184,086.00	$46,022.78	$16,069.00	$4,016.22
	TOTAL	$250,194.00	$184,086.00	$46,022.78	$16,069.00	$4,016.22
5339	NV-2022-003 - FY 2020 & FY 2021 5339 Apportionment Solar Lighting for all Bus Stops					
	Bus Station/Stops/Terminals	$306,021.00	$0.00	$0.00	$244,817.00	$61,204.00
	TOTAL	$306,021.00	$0.00	$0.00	$244,817.00	$61,204.00

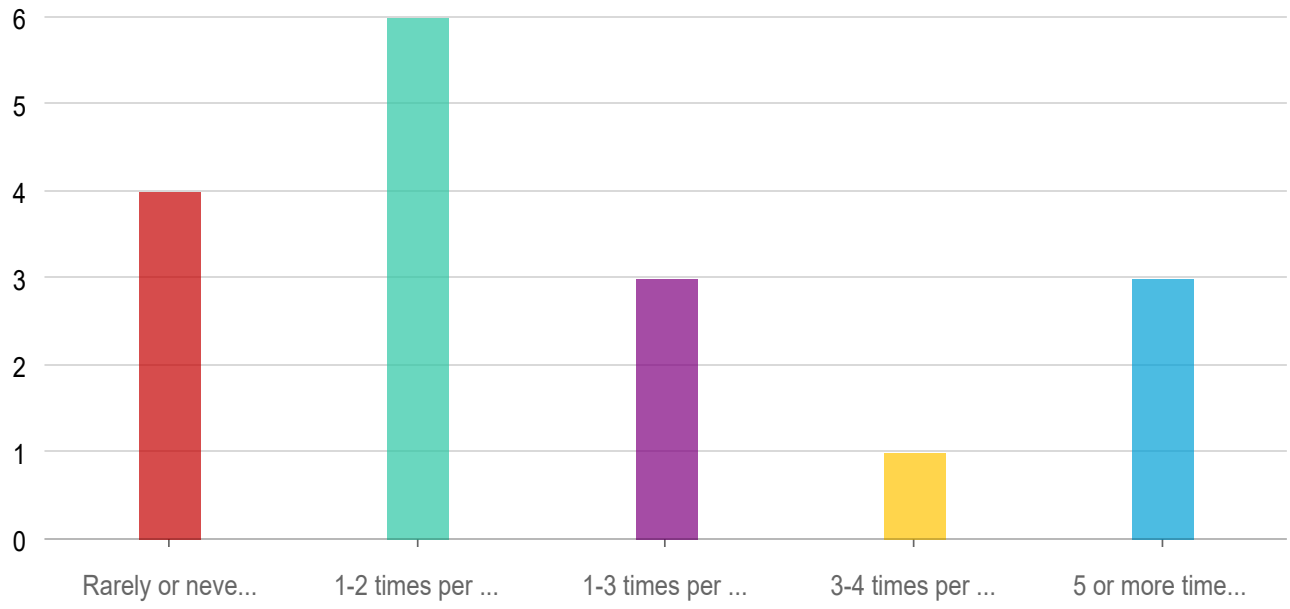
FTA Fund Type	Grant Title & Activity Line Item (ALI)	Original Budget Amount	Total Spent FTA	Total Spent Local	Total Remaining FTA	Total Remaining Local
5339	NV-2021-021 - FY 2019 5339 Apportionment Replacement Vehicle Purchase					
	Bus Rolling Stock - 35ft	$144,006.00	$0.00	$0.00	$122,405.00	$21,601.00
	TOTAL	$144,006.00	$0.00	$0.00	$122,405.00	$21,601.00
5339b	NV-2021-019 - FY 2019 5339(b) Bus & Bus Facilities, Bus Replacement					
	Bus Rolling Stock - 35ft	$650,000.00	$0.00	$0.00	$455,000.00	$195,000.00
	TOTAL	$650,000.00	$0.00	$0.00	$455,000.00	$195,000.00
5339	NV-2025-28-00 FY 2022, 2023 & 2024 5339 Apportionment Rolling Stock/Bus station/DART Subaward					
	Rehab/Renovate - Bus Station	$148,088.00	$0.00	$0.00	$118,470.00	$29,618.00
	Bus Rolling Stock < 30ft - DART	$100,000.00	$0.00	$0.00	$85,000.00	$15,000.00
	Bus Rolling Stock <30ft	$169,951.00	$0.00	$0.00	$144,458.00	$25,493.00
	TOTAL	$418,039.00	$0.00	$0.00	$347,928.00	$70,111.00
5339	NV-2026-008-00 FFY 2025 Section 5339 Full Apportionment - Replacement Vehicle Purchase					
	Bus Rolling Stock <30ft	$143,859.00	$0.00	$0.00	$122,280.00	$21,579.00
	TOTAL	$143,859.00	$0.00	$0.00	$122,280.00	$21,579.00

GRAND TOTAL	$15,619,426	$9,096,742	$3,454,914	$2,472,306	$595,464

Appendix 3 – FY 2026 Rider Survey

JAC Rider Survey 2026

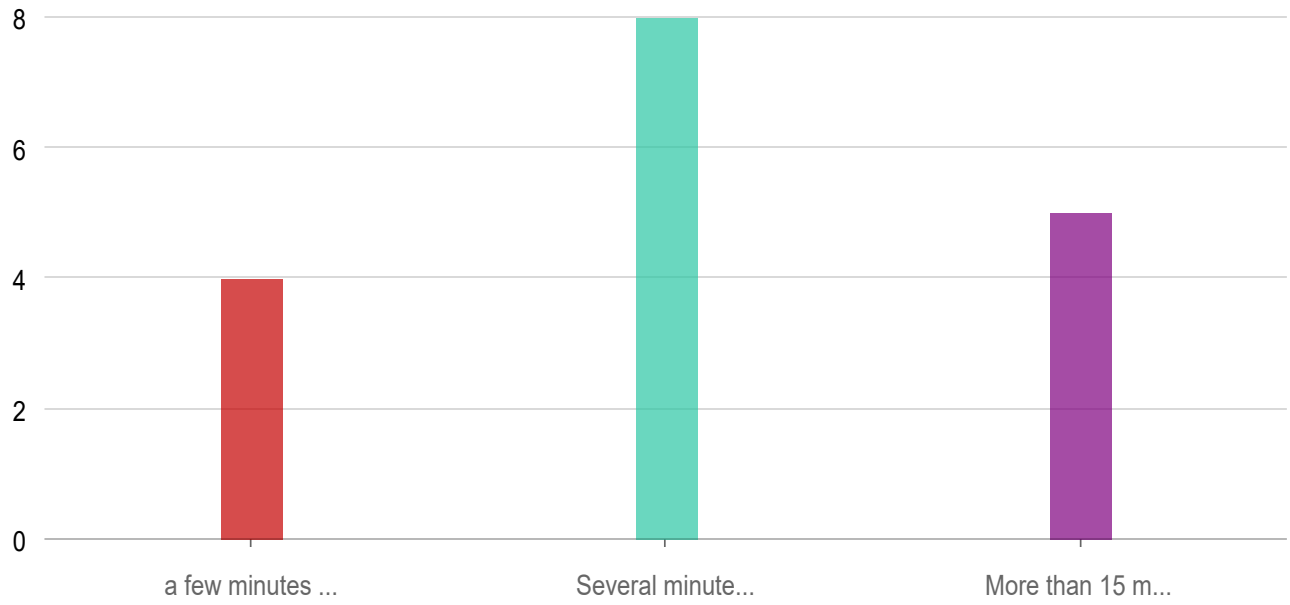
How often do you ride JAC?



Answers	Count	Percentage
Rarely or never	4	25%
1-2 times per week	6	37.5%
1-3 times per month	3	18.75%
3-4 times per week	1	6.25%
5 or more times per week	3	18.75%

Answered: 16 Skipped: 0

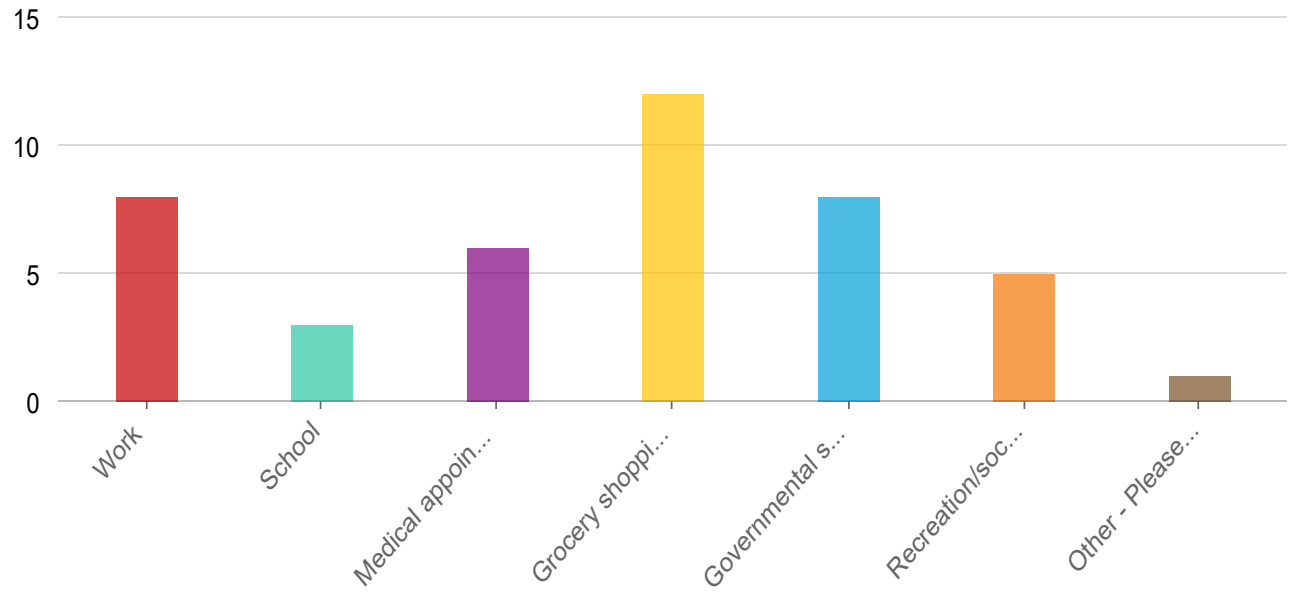
How long does it take you to get to/from your preferred bus stop?



Answers	Count	Percentage
a few minutes (0-5)	4	25%
Several minutes (6-15)	8	50%
More than 15 minutes	5	31.25%

Answered: 15 Skipped: 1

What location(s) do you ride JAC to visit?



Answers	Count	Percentage
Work	8	50%
School	3	18.75%
Medical appointment	6	37.5%
Grocery shopping	12	75%
Governmental services/offices	8	50%
Recreation/social activities	5	31.25%
Other - Please specify	1	6.25%

Answered: 16 Skipped: 0

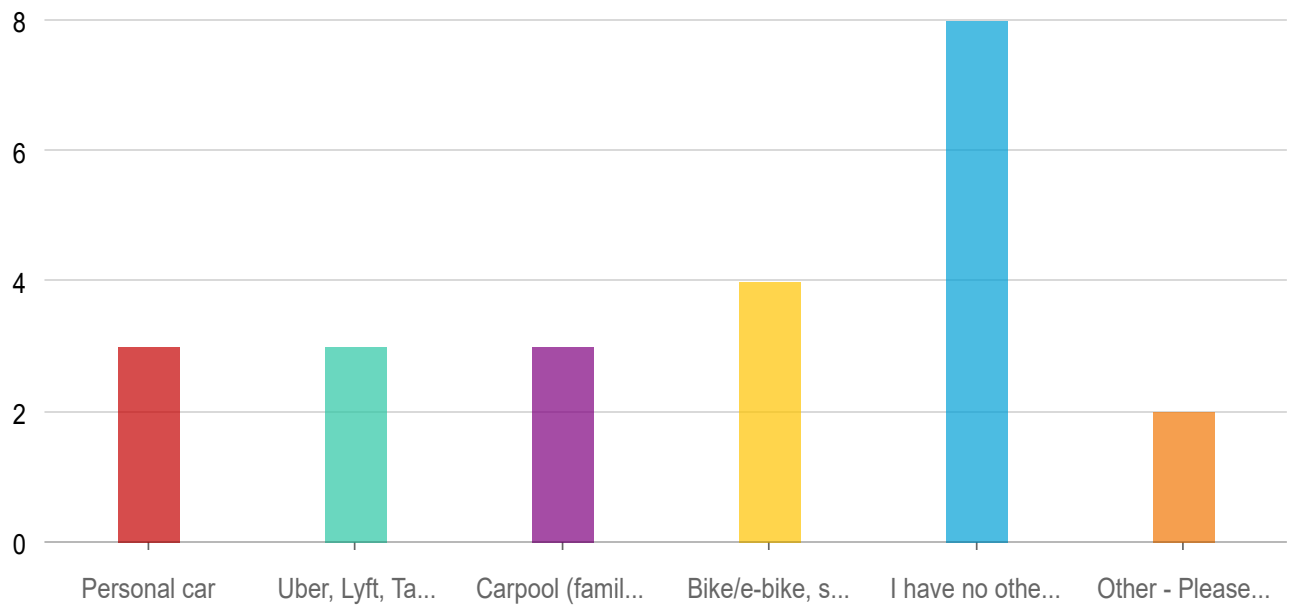
What location(s) would you like to visit that JAC does not currently provide access to?

The word cloud requires at least 20 answers to show.

Response	Count
Williams street US 50 and it’s businesses	1
Topsy Road walmart	1
Topsy lane	1
Post office e hwy 50	1
Nothing specific	1
Mound house	1
East side of Carson City, further than just Fairview. And Walmart shopping centers off Topsy	1
East carson, and topsy	1
Dayton	1
5th st	1

Answered: 10 Skipped: 6

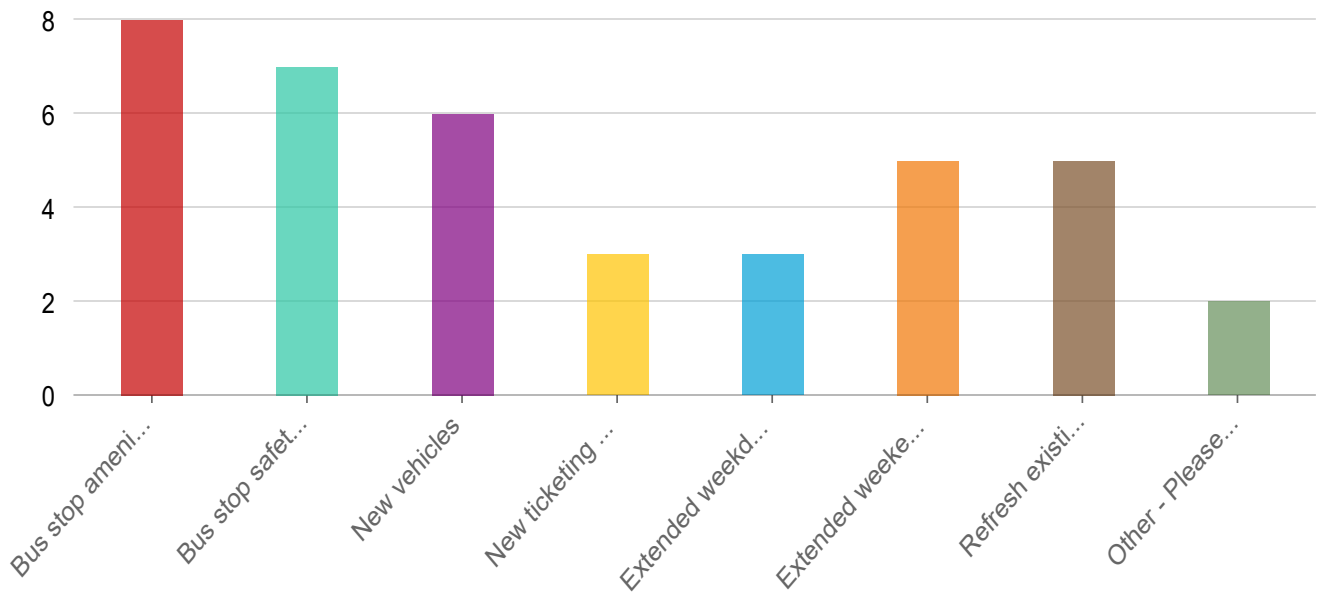
If public transit was not an option, how would you travel throughout Carson City?



Answers	Count	Percentage
Personal car	3	18.75%
Uber, Lyft, Taxi	3	18.75%
Carpool (family, friends, other)	3	18.75%
Bike/e-bike, scooter/e-scooter, walk	4	25%
I have no other travel options	8	50%
Other - Please specify	2	12.5%

Answered: 16 Skipped: 0

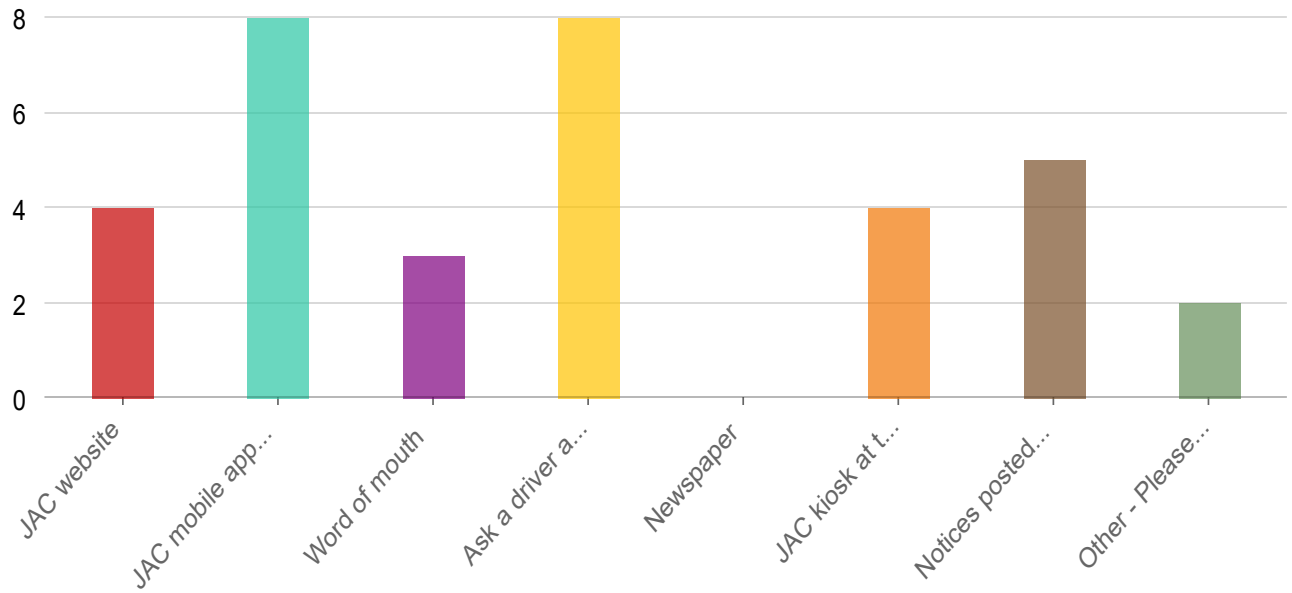
Which improvements would you most like to see JAC invest in?



Answers	Count	Percentage
Bus stop amenities (shelters, benches, etc.)	8	50%
Bus stop safety (lighting, cameras, etc.)	7	43.75%
New vehicles	6	37.5%
New ticketing system	3	18.75%
Extended weekday hours	3	18.75%
Extended weekend hours	5	31.25%
Refresh existing routes	5	31.25%
Other - Please specify	2	12.5%

Answered: 12 Skipped: 4

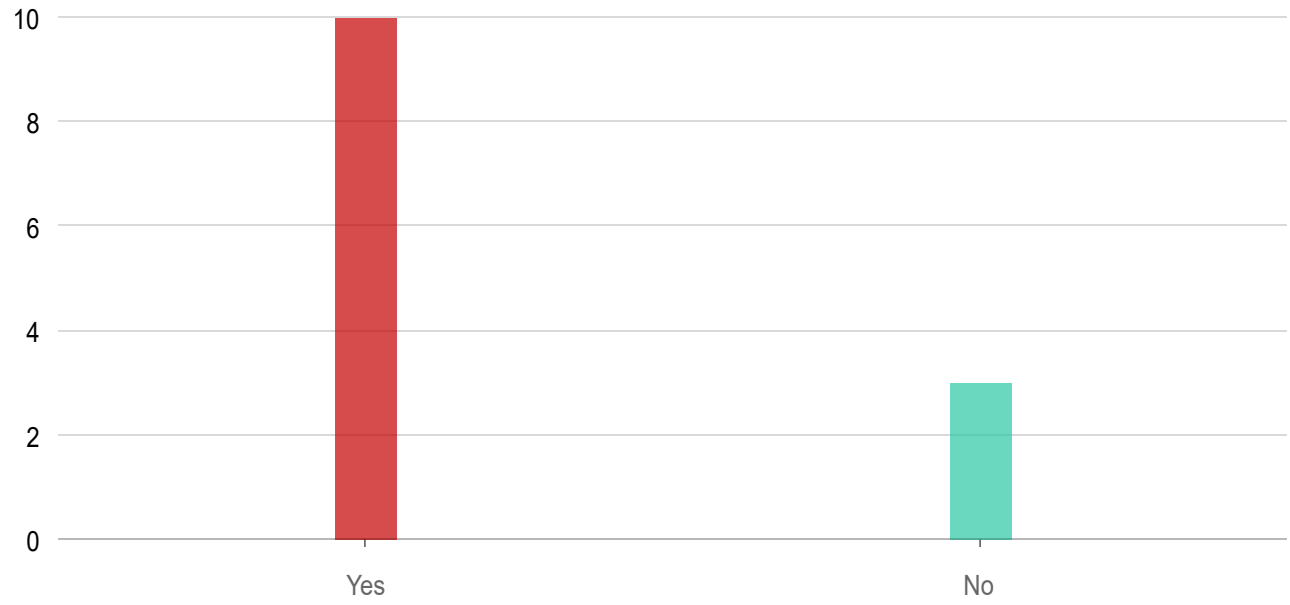
How do you prefer to get news and updates about JAC?



Answers	Count	Percentage
JAC website	4	25%
JAC mobile app.	8	50%
Word of mouth	3	18.75%
Ask a driver and/or dispatcher	8	50%
Newspaper	0	0%
JAC kiosk at transit center	4	25%
Notices posted on buses	5	31.25%
Other - Please specify	2	12.5%

Answered: 14 Skipped: 2

Are you aware of JAC's live route tracking app. (TransLoc)?



Answers	Count	Percentage
Yes	10	62.5%
No	3	18.75%

Answered: 13 Skipped: 3

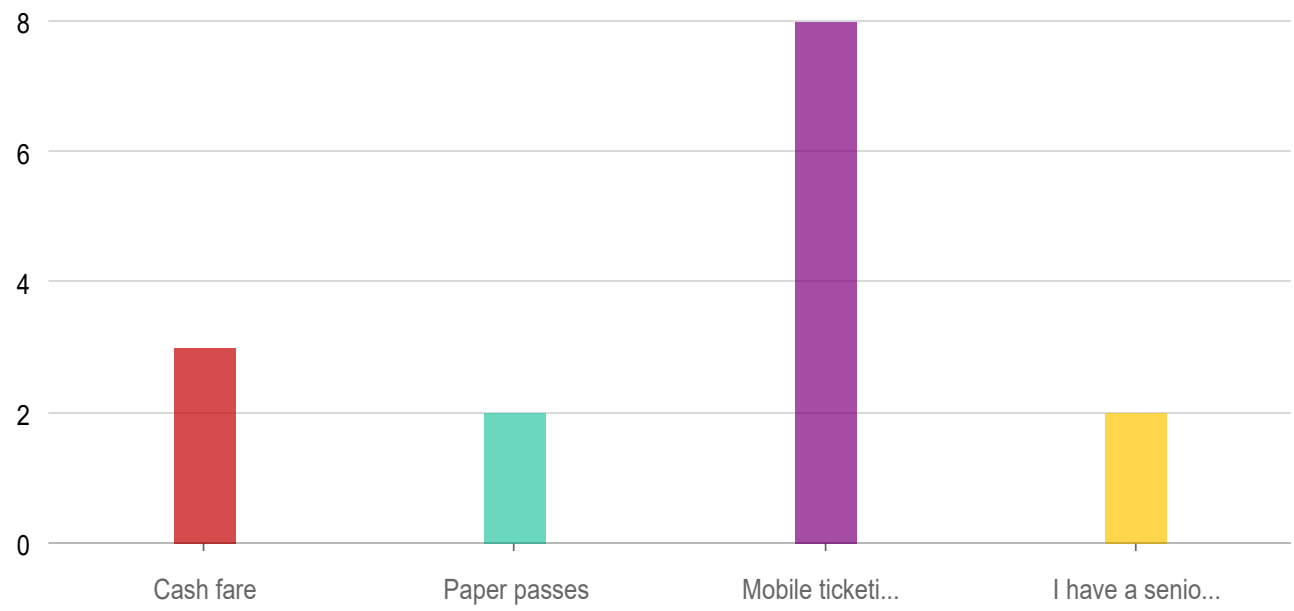
Does the information in the TransLoc app. benefit you?



Answers	Count	Percentage
Yes	7	43.75%
No	0	0%
Unsure	2	12.5%

Answered: 9 Skipped: 7

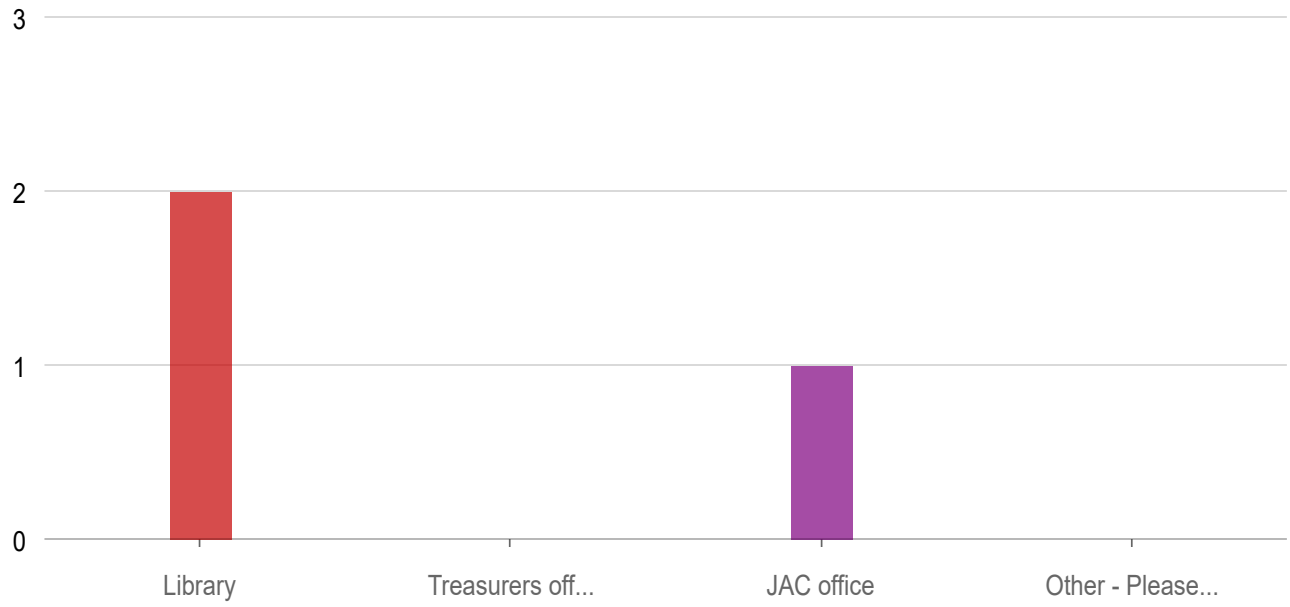
How to you prefer to pay your bus fare?



Answers	Count	Percentage
Cash fare	3	18.75%
Paper passes	2	12.5%
Mobile ticketing (Token)	8	50%
I have a senior bus pass	2	12.5%

Answered: 14 Skipped: 2

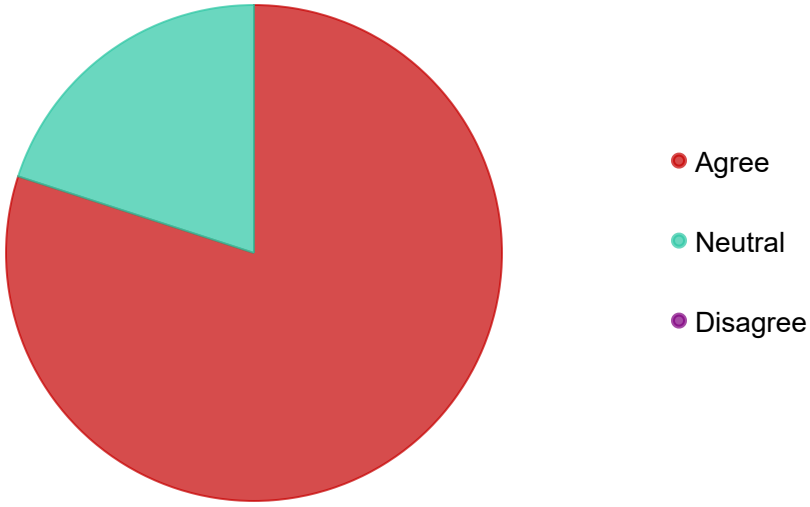
Where do you purchase paper passes from?



Answers	Count	Percentage
Library	2	12.5%
Treasurers office	0	0%
JAC office	1	6.25%
Other - Please specify	0	0%

Answered: 2 Skipped: 14

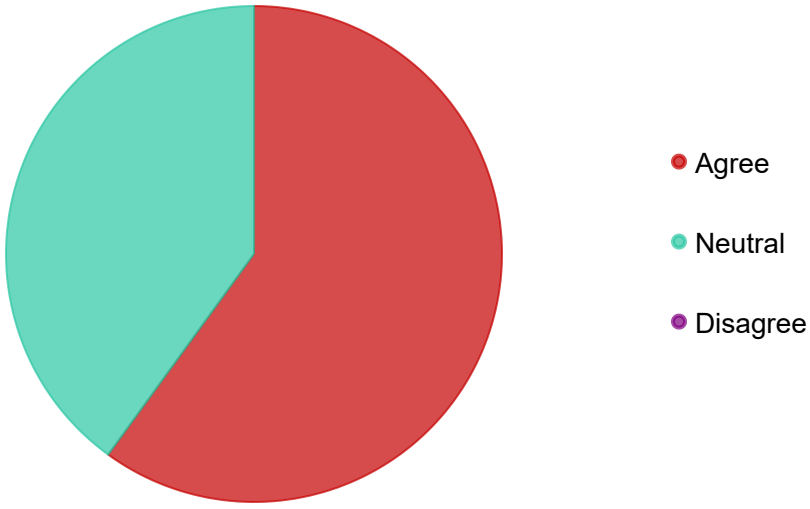
I feel safe and secure on the bus.



Answers	Count	Percentage
Agree	12	75%
Neutral	3	18.75%
Disagree	0	0%

Answered: 15 Skipped: 1

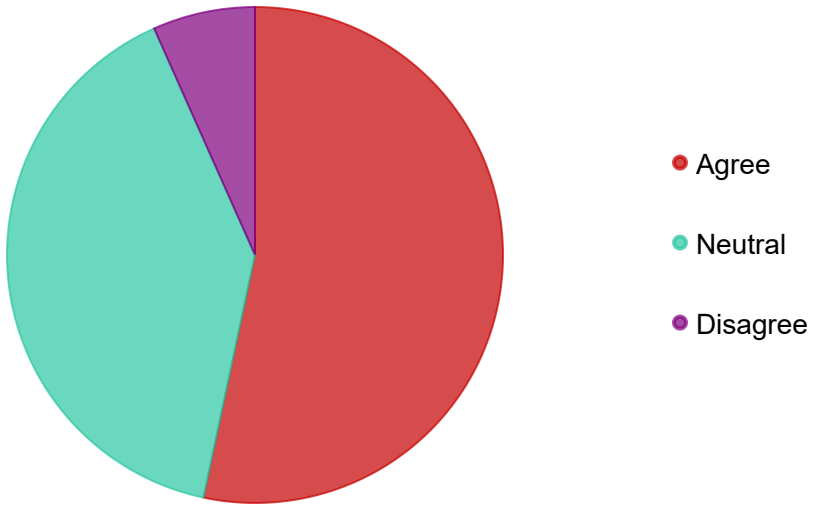
The buses are comfortable and clean.



Answers	Count	Percentage
Agree	9	56.25%
Neutral	6	37.5%
Disagree	0	0%

Answered: 15 Skipped: 1

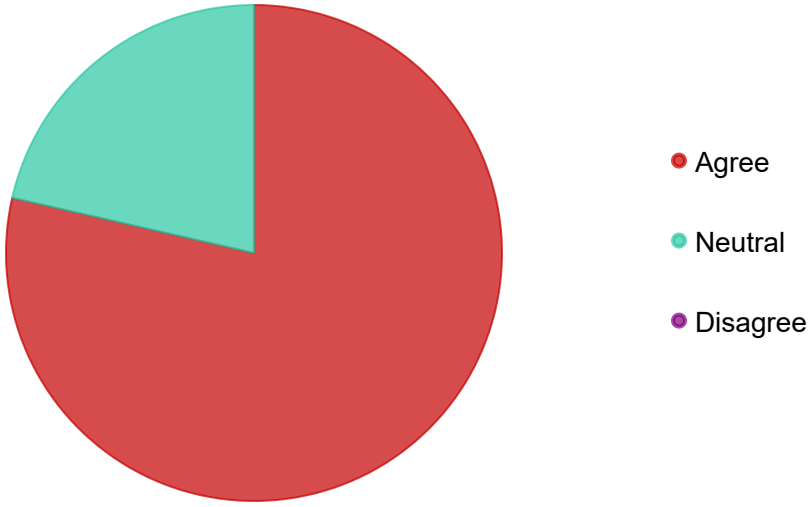
The bus service is convenient for me.



Answers	Count	Percentage
Agree	8	50%
Neutral	6	37.5%
Disagree	1	6.25%

Answered: 15 Skipped: 1

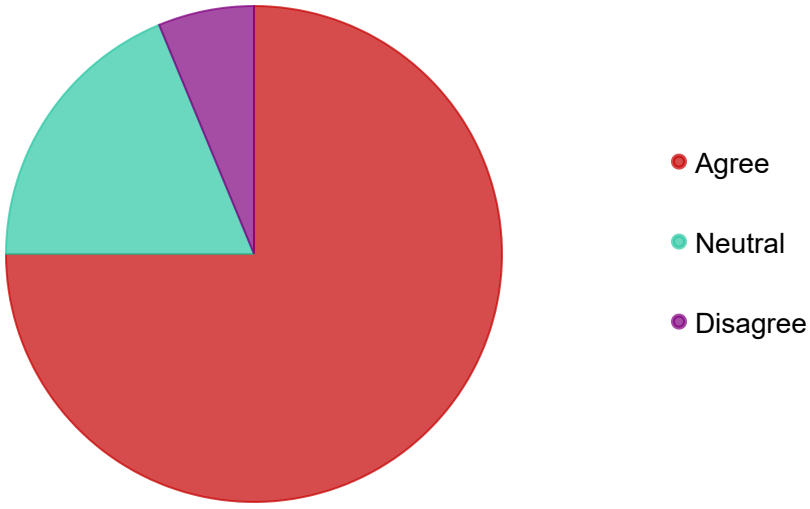
The bus fare is affordable.



Answers	Count	Percentage
Agree	11	68.75%
Neutral	3	18.75%
Disagree	0	0%

Answered: 14 Skipped: 2

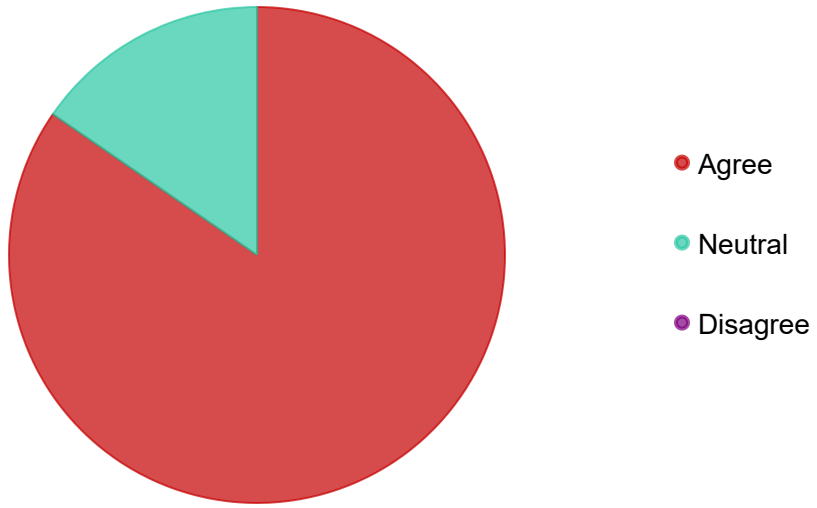
JAC staff are friendly.



Answers	Count	Percentage
Agree	12	75%
Neutral	3	18.75%
Disagree	1	6.25%

Answered: 16 Skipped: 0

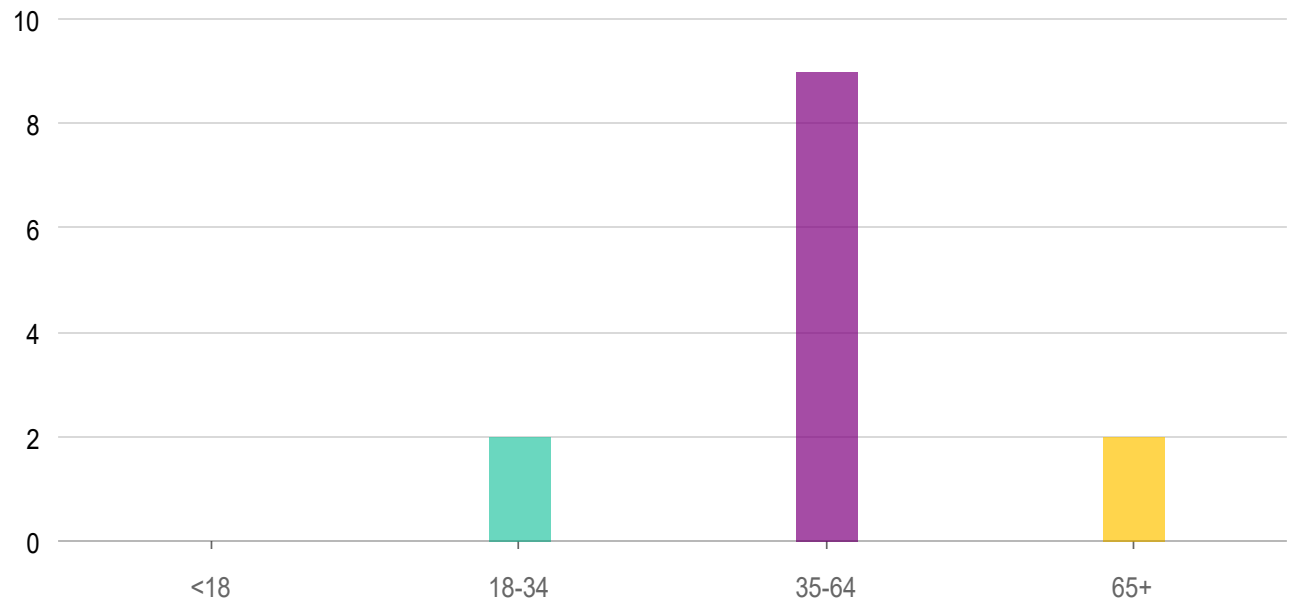
JAC staff are knowledgeable.



Answers	Count	Percentage
Agree	11	68.75%
Neutral	2	12.5%
Disagree	0	0%

Answered: 13 Skipped: 3

What is your age range?



Answers	Count	Percentage
<18	0	0%
18-34	2	12.5%
35-64	9	56.25%
65+	2	12.5%

Answered: 13 Skipped: 3

What is your estimated annual income?



Answers	Count	Percentage
Less than $25K	3	18.75%
Between $25K and $50K	6	37.5%
Between $50K and $100K	3	18.75%
More than $100K	0	0%

Answered: 12 Skipped: 4

Is there anything else you would like to tell us?

The word cloud requires at least 20 answers to show.

Response	Count
The drivers are amazing if it wasn't for them I wouldn't know how to get around	1
Thank you	1
Reno uses genfare ticket system. I like that system for payment	1
Not at this time.	1

Harold and Dan leave stops too early and drive too fast (especially on turns)	1

Answered: 5 Skipped: 11

STAFF REPORT

Report To: **Meeting Date:** November 16, 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:** November 16, 2026

Staff Contact:

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

Agenda Action: Formal Action / Motion **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.pdf

6B_RTC_Exhibit 2 - Traffic-Transportation Control Systems Report_Sep26.pdf

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

_____
(Vote Recorded By)

Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date:	November 16, 2026
To:	Regional Transportation Commission
From:	Greg King, Street Supervisor
Date Prepared:	October 7, 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 September 2026

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	103	348
Pot Holes Repaired (each)	114	362

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations (trees)	28	145
Tree Removal	0	9
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	974	4,278

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	36.5	113
Curb & Gutter (linear feet)	166	638
Sidewalk, Driveway Aprons & other public ways (sq/ft)	1,432	3,985
ADA Ramps	0	0
Misc Concrete Pours (sq/ft)	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Grading (feet)	0	0
Shoulder Work on Asphalt Roads (feet)	2,126	2,315
Debris Cleaned (yards)	2	23

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	14	329
Lineal foot of ditch cleared	268	1,431
Pipe Hydro Flushed (linear feet)	43	533

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD

Curb Miles Swept	553.6	1,679
Material Picked Up (yards)	263	697
City Parking Lots Swept	1	6

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	41	106
Bins Hauled for Sweeping Operation (yards)	48	135
Equipment Transported for other Departments	0	0
Bins Hauled for Wildland Fuel Reduction	38	77

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	5	14
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES (each)	QUANTITIES/COMMENTS	FYTD
Signs Made	41	76
Signs Replaced	7	26
Sign Post Replaced	3	11
Signs Refurbished/Replaced due to Graffiti Damage	0	0
Delineators Replaced	9	19
Cross Walks Painted	28	127
Stop Bars Painted	14	81
Yield Bars Painted	24	72
Right Arrows Painted	3	8
Left Arrows Painted	18	32
Straight Arrows Painted	5	5
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	7	29
Curb Painted (linear feet)	75	133

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control (events)	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	65
Material removed from S/D system (yards)	0	0
Wind (events)	0	0

Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date:	November 16, 2026
Date Prepared:	October 6, 2026
Reporting Period:	September, 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	149	**474**
Total Work Orders Completed	185	**455**
Total Open Work Orders	236	**NA**

Completed Work Order By Type

ACTIVITIES	QUANTITIES	FYTD
Planned and Scheduled Maintenance Work Orders	83	**445**
Unplanned and Repair Work Orders	4	**10**

Completed Work Orders by County

ACTIVITIES / ASSETS BY COUNTY	QUANTITIES	Percent
Douglas County / 71	13	**7%**
Lyon County / 6	1	**1%**
Storey County / 0	0	**0%**
Carson City / 188	73	**39%**
Unknown / Other	0	**0%**

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:** November 16, 2026

Staff Contact:

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

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

Proposed Motion
N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
6C_RTC_Exhibit 1 - Transportation and Streets Revenue Accounts.pdf

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

_____

_____
(Vote Recorded By)

Fuel/Tax Revenues

Gasoline Gallons Sold[2,3]

Month	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
JUL	3,965,689	4,320,724	4,337,564	4,468,994
AUG	4,104,221	4,196,903	4,458,605	4,440,137
SEP	3,854,108	3,942,136	3,944,625	
OCT	3,907,100	4,198,320	4,092,528	
NOV	3,577,811	3,722,217	3,693,975	
DEC	3,720,476	3,785,182	4,026,061	
JAN	3,339,952	3,917,500	3,739,154	
FEB	3,412,536	3,472,422	3,262,099	
MAR	3,559,473	3,846,801	3,984,779	
APR	3,678,204	3,792,383	3,996,815	
MAY	3,851,281	3,816,305	4,112,682	
JUNE	4,150,910	4,070,100	4,295,834	
Total Year Gallons	**45,121,761**	**47,080,993**	**47,944,721**	**8,909,131**

Gasoline Revenues[4]

Fuel Tax Revenue County Option 9¢ - NRS 373 (RTC)	**$ 3,981,263**	**$ 4,145,543**	**$ 4,218,841**	**$ 785,749**
County option motor vehicle fuel tax 6.35¢ - NRS 365 (Street Operations)	**$ 1,869,465**	**$ 1,921,138**	**$ 1,940,702**	**$ 354,430**

Diesel Gallons Sold[2,3]

Month	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
JUL	1,026,450	1,059,022	1,108,374	1,158,305
AUG	1,077,048	1,081,634	1,165,714	1,128,170
SEP	1,116,748	986,532	1,092,247	
OCT	1,089,220	1,038,653	1,090,759	
NOV	946,012	908,845	909,333	
DEC	849,139	810,757	908,886	
JAN	751,666	824,737	836,366	
FEB	740,617	691,802	723,071	
MAR	845,004	806,666	956,489	
APR	943,427	878,832	945,520	
MAY	1,068,855	950,852	1,106,707	
JUN	1,057,165	1,007,602	1,131,332	
Total Year Gallons	**11,511,351**	**11,045,934**	**11,974,798**	**2,286,475**
Diesel 5 cent Tax Revenue[1]	**$ 568,664**	**$ 567,031**	***$ 586,807***	***$ 89,630***
NRS 373.083.5 (% to NDOT)	**$ (56,405)**	**$ (56,703)**	**$ (58,681)**	
Final - Diesel Revenue	**$ 512,259**	**$ 510,328**	**$ 528,126**	**$ 89,630**

Basic City County Relief Tax (BCCRT) 0.25% Sales Tax

Month	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
JUL	359,937	361,271	519,692	395,795
AUG	365,305	356,622	212,738	367,929
SEP	366,805	357,879	247,064	
OCT	353,501	343,590	454,157	
NOV	343,720	152,005	344,360	
DEC	383,106	429,718	392,883	
JAN	290,116	319,461	317,635	
FEB	302,593	282,030	302,197	
MAR	336,156	305,519	370,952	
APR	360,130	367,792	349,831	
MAY	382,191	362,049	368,427	
JUN	372,450	607,703	401,413	
Sales Tax, Voter Approved 0.25%	**$ 4,216,009**	**$ 4,245,638**	**$ 4,281,347**	**$ 763,724**

Fuel/Tax Revenues - Cont.

Street & Highway (S&H) 0.125% Sales Tax for Local Roads[5]

Month	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
JUL	179,970	180,637	346,432	197,901
AUG	182,654	178,312	19,791	183,962
SEP	183,405	178,941	123,533	
OCT	176,752	171,797	227,080	
NOV	171,862	76,008	171,273	
DEC	191,555	214,863	197,271	
JAN	145,059	159,735	158,818	
FEB	151,297	141,038	151,100	
MAR	168,080	152,771	185,478	
APR	180,066	183,904	174,917	
MAY	186,227	303,865	200,706	
JUN	191,098	181,033	184,211	
Sales Tax, Voter Approved 0.125%	**$ 2,108,026**	**$ 2,122,904**	**$ 2,140,610**	**$ 381,863**

EV Charger Revenue (effective Jan. 2024)

Month	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
JUL		$ 54.15	$ 398.75	$ 58.85
AUG		$ 89.80	$ 444.92	$ 90.16
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	$ 182.51	
MAY	$ 124.65	$ 407.71	$ 206.59	
JUN	$ 80.17	$ 236.77	$ 205.02	
Total	**$ 547.31**	**$ 2,710.20**	**$ 2,867.52**	**$ 149.01**

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/

5- Formally known as the Virginia and Truckee Infrastructure Sales Tax until 2026.

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	$ 286,700.00	Contributions obligated to Projects (Appion / Goni / Lompa MUP)	

Capital Sanitation/Street Repairs

	FY2024[1]	FY2025[1]	FY2026[1]	FY2027[1]
Total	**$ 375,333**	**$ 396,640**	**$ 420,997**	**$ -**

Complete Streets Revenue[6]

	FY2024	FY2025	FY2026	FY2027
Total	**$ 13,822**	**$ 14,624**	**$ 14,808**	**$ 3,901**

Disclaimers:

1- All information is preliminary and subject to audit and revision.

6- Complete Streets Revenue - $2 dollar voluntary registration donation