



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 4, 2023

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization to add an additional amount of \$44,536.60 in contingency funds to Contract No. 23300245 ("Contract") with Shaheen Beauchamp Builders, LLC ("SBB") to cover the costs of change orders for the Senior Center Remodel Project ("Project"), resulting in a new total not to exceed amount of \$693,924.90 for the Contract. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: This Project renovates the Carson City Senior Citizens Center kitchen, restrooms located at the west end of the building and dining room. The Contract's original not to exceed amount was \$649,388.30, which included a 10 percent contingency of \$59,035.30. To date, completed and pending change orders for the Project total \$36,832.04, leaving \$22,203.26 in unused Project contingency. However, during the kitchen flooring renovation, unanticipated water damage to the subfloor was discovered, and the required repairs will cost \$44,536.60. Authorizing the additional \$44,536.60 in contingency funds will cover the cost of subfloor repairs while keeping the remaining \$22,203.26 in contingency funds available through Project completion.

**Agenda Action:** Formal Action / Motion

**Time Requested:** Consent

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### **Proposed Motion**

I move to approve the additional contingency funding.

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

Sustainable Infrastructure

### **Previous Action**

January 19, 2023 (Item 10.A) – The Board of Supervisors ("Board") awarded Contract No. 23300245 to SBB, the lowest responsive and responsible bidder pursuant to NRS Chapter 338, for a not to exceed amount of \$649,388.30.

August 5, 2021 (Item 12.B) – The Board approved the Plan of Expenditure for American Rescue Plan Act ("ARPA") funding. Included in the Plan of Expenditure is funding for the Senior Center restroom remodel in the amount of \$400,000.

May 20, 2021 (Item 15.B) – The Board approved the final budget for Fiscal Year ("FY") 2022, including the Capital Improvement Program ("CIP").

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

The Project combines three smaller projects (dining room renovation, kitchen floor replacement and bathroom remodel) into a single project. Kitchen floor replacement was budgeted for a total of \$325,000 using local CIP funding. The dining room renovation was budgeted for a total of \$640,000 using a grant obtained by the Carson City Senior Citizens Center, Inc., a Nevada nonprofit corporation, from the State of Nevada, Aging and Disability Services Division (“ADSD”). The bathroom renovation included \$400,000 in City-allocated ARPA funding. The available funding, from all sources combined, totaled \$1,365,000. The Contract awarded to SBB (for a total of \$649,388.30, including 10% contingency), was much lower than was anticipated for the Project.

During the design process for the Project, a structural engineer inspected the kitchen floor joists for structural integrity. Unfortunately, due to the nature of the damage, the subfloor water damage was unidentifiable until the existing flooring was removed during construction.

Authorizing the additional \$44,536.60 in contingency funds will allow the kitchen subfloor repairs to go forward while also maintaining the current \$22,203.26 in available contingency funds. It is anticipated that the remaining Project contingency will be utilized on various necessary construction changes and unforeseen conditions to bring the Project to completion.

Further, adding \$44,536.60 in contingency funds will not actually cause the City to incur any expenses because the State has agreed that the additional \$44,536.60 needed for the kitchen subfloor repairs can be reimbursed through excess ADSD grant funds. To date, there is a remainder of \$395,109 in unspent ADSD grant funds available for the Project, and the State has agreed to allow a portion of the unspent ADSD grant funds to cover the additional expense of the kitchen subfloor replacement.

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

NRS Chapter 338

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Sub-Project P301222006 of master grant G070121010 (ARPA)  
Grant Fund, Construction Account 2750600-507010  
Capital Projects Fund, Construction Account 2105050-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Sub-Project P301222006 of master grant G070121010 (ARPA), account 2750600-507010 has a remaining budget available in the amount of \$49,186. Grant Funding and CIP approved amounts in account 2105050-507010 (Dining Room and Kitchen Flooring) has a remaining budget of \$479,871 and will be reduced by an additional \$44,536.60.

#### **Alternatives**

Do not approve the additional contingency funding requested and/or provide alternative direction to staff.

#### **Attachments:**

[SBB Change Order.pdf](#)

[4 - State Approval Email.pdf](#)

[3 - Senior Center Obligation Letter.pdf](#)

[2 - 23300245 Executed Contract-SBB.pdf](#)

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

# Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

**Carson City Senior Center Remodel**

**Project # 23006**

Tel: Fax:

**Change Order Request: 012**

**Date:**

<b>To:</b> Carson City	<b>From:</b> Patrick Beauchamp Shaheen Beauchamp Builders LLC 318 N. Carson St. Suite #202 Carson City, NV 89701
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Description	Category	Status
Sub Floor Replacment Option 2		Pending

Reference	Required By	Days Req	Amt Req
		0	44,537

**Notes**

13 Working Days will be added to the Kitchen Floor Schedule if this COR is accepted .

As of 4/12/23 progress has been stopped in the Kitchen Area .

This COR does not account for any unknown preexisting structural condition that may exist with the floor joists.

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description		Notes				
014	4/17/2023		44,537	0		
Sub Floor Replacement Option 2						

Item No	Item Description	Amt Prop	Reference
001	SI Legacy	40,885	
006	Gardner Engineering- Remove and Reset Floor Drains	337	
002	SBB Mark-Up (5%)	2,061	
003	SBB - Layout, Cut-Out for plumbing, headouts (10hr @ \$65hr)	650	
005	SBB - Additional Cleaning (8hr @ \$55hr)	440	
004	SBB - Markup on Direct Labor (15%)	164	

**Approved By:**

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

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



Will Engineering LLC  
 748 S. Meadows Parkway, Suite A-9  
 PMB #21  
 Reno, NV 89521  
 Phone: (775)560-6554

## **FIELD REPORT**

**PROJECT: Carson City Senior Center Facilities Remodel**

**LOCATION: Carson City, Nevada**

**CONTRACTOR: Shaheen Beauchamp Builders**

**INSPECTION DATE: 4-11-23**

**SITE VISIT PERFORMED BY: Jeremy Will**

**PRESENT AT SITE: Anthony Mercer (Shaheen Beauchamp)**

**ARCHITECT: H+K Architects**

**PROJECT NO: 22-008**

**TIME: 1:00 p.m.**

Item #	Description
1	The main purpose of this site visit was to review the condition of the existing floor sheathing in the kitchen area. Also observed during this site visit were: <ul style="list-style-type: none"> <li>- Structural framing at the restrooms appeared to be complete and some sheetrock was in place.</li> <li>- Structural framing at the kitchen is ongoing.</li> </ul>
2	Much of the existing plywood floor sheathing at kitchen and associated areas is damaged, with top plys of the sheathing having delaminated. Much of the delaminated material appears to have been removed with the demolition of the existing flooring. Existing OSB floor sheathing is generally in better condition but there are a few locations where even the OSB is damaged. There are also a couple locations where the floor sheathing has severe water damage and others where the damage has resulted in a "soft" floor where there is noticeable deflection when load is applied. All damaged sheathing is required to be removed and replaced. Care shall be taken to avoid damaging the existing floor framing when removing existing floor sheathing. The Architect/Owner shall select one of the two following options for sheathing replacement: <p>Option 1: Replace the damaged sheathing with new 3/4" Exterior Grade T&amp;G plywood or OSB with an APA rating of 40/20. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing.</p> <p>Option 2: Replace the damaged sheathing with new 1 1/8" Exterior Grade T&amp;G plywood or OSB with an APA rating of 60/32. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing. To flush out the floor at the undamaged 3/4" existing sheathing which remains, overlay it with new 3/8" Exterior Grade plywood or OSB with an APA rating of 24/0. Glue and nail with 10d common deformed ring shank nails at 6" o.c. edge nailing and 12" o.c. field nailing.</p>
3	At the remaining portion of wall just south of the kitchen counter opening (Door 123) there are portions of an existing header and sill plate in the wall which do not tie in to the surrounding wall framing. I directed the Contractor to frame out the header and sill with king and cripple studs to lock it into the surrounding framing, even though it will not be an opening in the final construction.
4	At the remaining portion of wall just north of the kitchen counter opening (Door 123) there is a partial height stud that is spliced to another partial height stud at about mid-height of the wall. I directed the Contractor to remove the bottom partial height stud and replace it with a full-height stud.

### **QUALIFICATIONS:**

1. The site visit has been performed to observe **only general conformance** with the project construction documents.
2. The site visit has been a visual observation only.
3. Each and every structural element and component indicated on the construction documents was not observed.
4. Dimensions of structural elements were not verified.
5. Where directives contained in this field report entail a change in cost, the Contractor shall submit the proposed cost adjustment to the Owner/Architect for review and approval prior to installation.

# Change Order Request



**To:** Shaheen Beauchamp  
 Address: 318 N. Carson St. #202  
 Attention: Jeremy Froland  
 Phone: 775 885-2294  
 Fax:  
 Email: jfroland@sbuilders.com

4815 Longley Lane Reno, NV 89502  
 775-332-0602 Office 775-562-2693 Fax  
 Bid Limit \$4,500,000

**Job Name:** Carson City Senior Center  
**Job Location:** 911 Beverly Dr  
**Estimator:** Jake Crawford

**Bid #** 9683

**CO#3 Description:** Kitchen Subfloor Repair

Scope of Work	Manufacturer	Style	Color
Demo and Disposal	SI Legacy	Bad Subfloor	Replace
Material	Home Depot	3/4" Plywood	
Material	Home Depot	1 1/8" Plywood	
Material	Home Depot	3/8" Plywood	
Labor	SI Legacy	Installation	Hourly

**Contract Amount:**  
**CO Amount:** TBD  
**Previous CO's:** \_\_\_\_\_  
**New Total**

**Proposal Notes (Clarifications & Exclusions):**

**Option 1 Replace Damaged Plywood With 3/4" Plywood**

Demo and Dispose 3 Guys for 5 Days = 120 hr @ \$105 per hr = \$12,600 (Includes Disposal)  
 3/4" Plywood \$3,228  
 Labor 3 Guys for 5 days = 120 hr @ \$95 per hr = \$11,400 (Includes Glue and Nails)  
 Total \$27,228  
 OH&P 15% \$4,805  
**Overall Total \$32,033**

**Option 2 Replace Damaged Plywood With 1 1/8" Plywood and Overlay Existing With 3/8" Plywood**

Demo and Dispose 3 Guys for 5 Days = 120 hr @ \$105 per hr = \$12,600 (Includes Disposal)  
 1 1/8" Plywood \$ 3,275  
 3/8" Plywood \$638  
 Labor 3 Guys for 8 Days = 192 hr @ \$95 per hr = \$18,240 (Includes Glue and Nails)  
 Total \$34,753  
 OH&P 15% \$6,132  
**Overall Total \$40,885**

Signature *Jake Crawford*  
Name Jake Crawford  
Date 4/17/2023

Acceptance Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

## Randall Rice

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**From:** LaDonne Knighten <LKnighten@adsd.nv.gov>  
**Sent:** Tuesday, April 25, 2023 1:54 PM  
**To:** Courtney Warner  
**Cc:** Jeanette Garcia; Alexandra Crocket; Kristi Martin  
**Subject:** RE: Approval Requested - 01-000-76-1C6X-22

**This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.**

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Hi Courtney,

This request is approved.

I have made a note on your current approved budget. No supplement or budget modification is required by you at this time. I have copied Jeanette and our fiscal team for notification.

Thank you,



**LaDonne Knighten**  
Social Services Chief I, Community Services  
Nevada Department of Health and Human Services  
Aging and Disability Services Division  
3320 W Sahara, Suite 100, Las Vegas, NV 89102  
T: (702)486-6355 F: (702)486-3236 E: [lknighten@adsd.nv.gov](mailto:lknighten@adsd.nv.gov)  
[www.adsd.nv.gov](http://www.adsd.nv.gov) | [www.dhhs.nv.gov](http://www.dhhs.nv.gov)



**NOTICE:** This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

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**From:** Courtney Warner <CWarner@carson.org>  
**Sent:** Tuesday, April 25, 2023 12:37 PM  
**To:** LaDonne Knighten <LKnighten@adsd.nv.gov>  
**Subject:** FW: Approval Requested - 01-000-76-1C6X-22

**WARNING** – This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear LaDonne,



In Jeanette's absence today, would you be able to consider our formal request below and authorize approval via email? We are under time constraints to get in front of our City board as construction has stopped on this project until funding has been approved.

Thanks,

**Courtney Warner**

Executive Director | Carson City Senior Center

911 Beverly Drive, Carson City, NV 89706

Direct: 775-283-7235 | Senior Center Main: 775-883-0703 | Fax: 775-883-2869 | Email: [cwarner@carson.org](mailto:cwarner@carson.org)

[www.CarsonCitySeniorCenter.org](http://www.CarsonCitySeniorCenter.org)

[Carson City Senior Citizen's Center | Facebook](#)



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**From:** Courtney Warner

**Sent:** Tuesday, April 25, 2023 9:35 AM

**To:** Jeanette Garcia <[Jeanette@adsd.nv.gov](mailto:Jeanette@adsd.nv.gov)>

**Subject:** Approval Requested - 01-000-76-1C6X-22

Dear Jeanette,

Per our conversation on the phone, this email is request approval to grant 01-000-76-1C6X-22, ARPA Capital Improvements to amend and add the following narrative into budget category Contractual Services (1). The additional narrative is the replacement of portions of the kitchen subfloor in the amount of \$44,536.60. The justification is during the removal of the kitchen flooring, it was identified that portions of the existing subfloor require replacement due to water damage. The approved Contractual Services (1) budget is \$640,633. The project is currently under budget, expected to be completed under budget, and has remaining funds available to pay for the kitchen subfloor amount without requesting a supplement to the budget. This request is for approval to complete the work within the approved budget of \$640,633 without a budget supplement or modification.

I appreciate your consideration and am available to answer any questions you may have about this request.

Kind regards,

**Courtney Warner**

Executive Director | Carson City Senior Center

911 Beverly Drive, Carson City, NV 89706

Direct: 775-283-7235 | Senior Center Main: 775-883-0703 | Fax: 775-883-2869 | Email: [cwarner@carson.org](mailto:cwarner@carson.org)

[www.CarsonCitySeniorCenter.org](http://www.CarsonCitySeniorCenter.org)

[Carson City Senior Citizen's Center | Facebook](#)



March 18, 2022

Sheri Russell, Chief Financial Officer  
City of Carson City  
201 N. Carson Street, Suite 3  
Carson City, NV 89701

RE: Carson City Senior Center; Dining Room Remodel Project

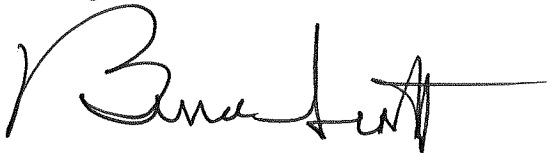
Dear Ms. Russell,

Carson City Senior Citizens Center, Inc., a Nevada nonprofit corporation ("CCSCC"), has received grant funding to remodel the dining room at the senior center (located at 911 Beverly Drive, in Carson City). The grant funds were awarded by the State of Nevada, Aging and Disability Services Division under Award No.: 01-000-76-1C6X-22. A copy of the Notice of Subaward is enclosed for your reference.

This letter serves as acknowledgement of the obligation of CCSCC to pay and reimburse the City of Carson City in an amount not to exceed \$640,000 for expenses related to the design, construction, and completion of the capital improvement project titled "Dining Room Remodel" as outlined in the Notice of Subaward with a project completion including final billing no later than June 30, 2023.

If you have any questions, or if you need any additional information, please let me know.

Kind regards,



Bruce Scott, President  
Carson City Senior Citizens Center, Inc.  
(775) 883-1600

Encl.



**State of Nevada**  
 Department of Health and Human Services  
**Aging and Disability Services Division**  
 (hereinafter referred to as the Department)

Agency Ref. #: 01-000-76-1C6X-22  
 Budget Account: 3266  
 Category: 56  
 GL: 8781  
 Job Number: 93045A11

**NOTICE OF SUBAWARD**

<b>Program Name:</b> ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Alison Koenig, AKoenig@adsd.nv.gov	<b>Subrecipient's Name:</b> Carson City Senior Citizens Center Contact Name: Bruce Scott, Board President / bruce@rci-nv.com
<b>Address:</b> 3416 Goni Road, #D-132 Carson City, NV 89706	<b>Address:</b> 911 Beverly Drive, Carson City, NV 89706
<b>Subaward Periods:</b> Project Period: 1/1/2022 - 6/30/2023 Budget Period: 1/1/2022 - 6/30/2022 (Year 1) Budget Period: 7/1/2022 - 6/30/2023 (Year 2) <b>Subaward Type:</b> Categorical	<b>Subrecipient's:</b>  EIN: <u>88-0123061</u> Vendor #: <u>T11880200</u> Dun & Bradstreet: <u>147539027</u>

**Purpose of Award:** Fiscal Year 2022 funding to provide Capital Improvements Services to individuals deemed eligible per the ADSD Service Specifications. The amount obligated in FY2022 (Year 1) is \$75,000.00. A supplement will be completed to obligate the remaining funds for FY2023 (Year 2).

**Region(s) to be served:**  Statewide  Specific county or counties: Carson City

<b>Approved Budget Categories: (YRS 1 &amp; 2)</b>		<b>AWARD COMPUTATION:</b>	
1. Personnel	\$0.00	Total Obligated by this Action:	\$ 75,000.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$6,963.00	Total Federal Funds Awarded to Date:	\$ 75,000.00
4. Equipment	\$5,881.00	Total State Funds Awarded to Date:	\$ 0.00
5. Contractual/Consultant	\$640,000.00	<b>Total Funds Awarded:</b>	\$ 75,000.00
6. Training	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
7. Other	\$0.00	Amount Required this Action:	\$ 0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$652,844.00</b>	Amount Required Prior Awards:	\$ 0.00
8. Indirect Costs	\$65,284.40	Total Match Amount Required:	\$ 0.00
<b>TOTAL APPROVED BUDGET</b>	<b>\$718,128.40</b>	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
		<b>Federal Budget Period:</b> 04/01/2021 - 09/30/2024	
		<b>Federal Project Period:</b> 04/01/2021 - 09/30/2024	

<b>Source of Funds:</b> Administration for Community Living (ACL); American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA (CMC6)	<b>% Funds:</b> 100%	<b>CFDA:</b> 93.045	<b>FAIN:</b> N/A	<b>Federal Grant #:</b> 2101NVCMC6-00	<b>Federal Grant Award Date by Federal Agency:</b> 5/3/2021
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**Agency Approved Indirect Rate:** N/A      **Subrecipient Approved Indirect Rate:** 10%

**Terms and Conditions:**  
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriated funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal and State regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

<b>Incorporated Documents:</b> Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; and Section G: DHHS Confidentiality Addendum
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Authorized Subrecipient Official's Name, Title: Courtney Warner, Executive Director	Signature 	Date 1/25/2022
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator	Signature 	Date 01/24/2022

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
  - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient 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 regulations implementing

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
  - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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SECTION B

Description of Services, Scope of Work and Deliverables

Carson City Senior Citizens Center, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Carson City Senior Citizens Center

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at <a href="https://ahsd.nv.gov/Programs/Grant/Reporting/Instructions/">https://ahsd.nv.gov/Programs/Grant/Reporting/Instructions/</a>	Courtney Warner, ED
SAMS and/or Service-Specific Report	10 <sup>th</sup> calendar day following the month of service	“
Request for Reimbursement	15 <sup>th</sup> calendar day following the month or quarter of service	“
Request for Reimbursement – Advance	15 <sup>th</sup> calendar day before the month of service	“
Quarterly Report	15 <sup>th</sup> calendar day following the quarter of service	“
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	“
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	“
Quality Improvement and Efficiency	Ongoing throughout subaward period	“
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	“

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**GOALS AND OBJECTIVES**

<b>Goal 1: Construction and remodel of the dining room</b>				
<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSD Verification</u>
1. Phase 1 - design and bid	Work with architect to design project and put out to bid	June 30, 2022	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
2. Phase 2 - award and permitting	Select best bid and permit project	Summer 2022	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
3. Phase 3 - construction	Construction and remodel	June 30, 2023	Courtney Warner, Director/Randall Rice, Engineer	Progress updates
<b>Goal 2: Increase capacity of lunch program</b>				
<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSD Verification</u>
1. Accommodate the concept of choice	Create a choice menu, approved by ADSD	June 30, 2023	Courtney Warner, Director/Kaleb Heflin, Kitchen Manager	Menu approval
2. Outreach and marketing	Create new flyers and brochures advertising new remodel and choice menu	June 30, 2023	Courtney Warner, Director	Flyers and brochures
3. Welcoming and inviting space	Offer new attendees tours, assist with meeting others	June 30, 2023	Courtney Warner, Director	Increased numbers of unduplicated clients



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Goal 3: Quality Improvement and Effectiveness				
Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)	Documentation to be Retained for ADSD Verification
1. Collaborations	Develop partnerships. Host partnerships at events in the Senior Center Outreach to partner organizations about new services offered	On-going	Courtney Warner, Director	Calendar of events indicating partnership events
2. Quality Improvement	Reporting a. Quarterly reports b. Performance Indicators c.	Per reporting schedule due dates	Courtney Warner, Director	Reports
3.				

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION C

**Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 01-000-76-1C6X-22 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 01-000-76-1C6X-22 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type: Categorical; 0
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**PROPOSED BUDGET NARRATIVE - FY22**  
OAA - ARPA projects funded up to June 30, 2023

Personnel Costs		Fringe Only:	Total:			
		\$0.00	\$0.00			
List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.						
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN)	B. Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- by FY (SFY22 and SFY23) Describe position duties as they relate to the funding and program objectives. Expand rows as needed.	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00
A.						\$0.00
B.						\$0.00

**STATE OF NEVADA  
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Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type:	Categorical: 0
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**Travel/Training** **Total: \$0.00**  
 Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates (www.gsa.gov) for travel expenses unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.

Out-of-State Travel				Trip total:	\$0.00
Enter Title of Trip & Destination here, such as "CDC Conference, San Diego, CA"	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & destination) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Ground Transportation: \$ per /trip x # of trips x # of staff					\$0.00
Mileage: (rate per mile x # of miles per /trip) x # of trips x # of staff					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

**Justification:** (Enter below, expand row as needed) Who will be traveling, when and why, be into program objective(s) or indicia required by funder.

*If traveling to more than 1 out-of-state destination, copy section above and insert here.*

In-State Travel				Trip total:	\$0.00
Enter Origin & Destination Here*	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & destination) x # of trips x # of staff					\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff					\$0.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff					\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff					\$0.00
Motor Pool (\$ ca/day + # miles/day x \$ rate per mile) x # of trips x # of days					\$0.00
Mileage (see below for general mileage): (rate per mile x # of miles per /trip) x # of trips x # of staff					\$0.00
Parking: \$ per day x # of trips x # of days x # of staff					\$0.00

**Justification:** (Enter below, expand row as needed) Who will be traveling, when and why, be into program objective(s) or indicia required by funder.

*If traveling to more than 1 in-state destination, copy section above and insert here.*

If requesting general mileage for operational purposes and not specific trips, complete the following section with the total general mileage expense in the cost column. If more than one staff is traveling, provide a calculation of each staff member's mileage and the reason for general travel.

General Mileage: (rate per mile x # of miles)	Cost	General Mileage Total:	\$0.00
Calculation(s) and Reason(s):			

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type:	Categorical: 0
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**Operating** **Total: \$6,963.00**  
 Include any facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/Internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

Enter Description(s) Below:	Amount:
Beverage Dispenser	\$1,129.00
Milk Dispenser	\$2,849.00
Ice Machine with water dispenser	\$2,985.00
	\$0.00

**Justification:** (Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.

Each item are equipment purchases, below the \$5000 threshold, that directly relate to the construction project and are necessary for the choice menu project. All three dispensers are necessary for seniors to access beverages on their own, making their beverages the way they want them. There are also cost savings using beverage dispensers, especially with milk as the dispensers keep the items at safe temperatures and bagged milk is cheaper than 1/2 gallon milks we currently use.

**Equipment** **Total: \$5,881.00**  
 List equipment to purchase or lease costing \$5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. Equipment costing less than \$5,000 should be listed under Operating. Justify these items.

Enter Description(s) Below:	Amount:
One Hot Steam Table - 5 well - adding a steam table will serve as the equipment to house a "choice" meal. There is currently one steam table in use and a second would expand capacity with a second entrée choice.	\$5,881.00
	\$0.00

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Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type: Categorical, 0
<b>Contractual</b> <span style="float: right;"><b>Total: \$640,000.00</b></span>	
Explain the need and/or purpose for the contractual or consultant service, identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a <u>written agreement or contract</u> . Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.	
Enter Name of Contractor, Subcontract here: <u>City of Carson City, Public Works Department</u>	\$640,000.00
Method of Selection: (explain here, i.e. sole source or competitive bid) <u>Sole Source &amp; Competitive Bid</u>	
Period of Performance: <u>FY 22 &amp; FY 23; Completion by June 30, 2023</u>	
Scope of Work: (Define scope of work. What will be the specific services/tasks that will be completed and specific deliverables. How do deliverables relate to your goals and objectives, how will deliverables achieve your objective(s).) <u>The check-in station remodel includes demolishing the existing desk and replacing with a 12-foot long, 40-43" high desk with outlets, data ports and underneath data storage. The tray room remodel includes opening the existing wall, adding a glass window, and adding counters. The service-window remodel includes opening the existing wall, adding a service window appropriate to fire and food code, demolishing and replacing counters, adding electrical outlets to the kitchen, purchasing a new steam table, installation of equipment and removal and replacement of flooring. The galley remodel includes demolishing of an existing single-stall bathroom, opening an existing wall, adding a door, construct self-serve beverage area including counters, cabinets and plumbing, purchasing and installing beverage equipment and removal and replacement of flooring. The overall objective after the completion of the construction is to offer a choice menu and beverage menu, creating an inviting and welcoming dining room environment that is attractive to younger and older seniors seeking nutrition services.</u>	
Sole Source Justification: (Define if sole source method, not needed for competitive bid.) <u>Sole source will be used to assign Carson City Public Works Department (CCPW) as the Project Manager (PM). CCPW must act as the PM as the facility is a City-owned building. CCPW, acting as the PM, will go to bid for the contractor to complete the work with all work billed to CCPW and the PM will bill CCSCG for the work completed. The Competitive Bid process will meet at City and Federal standards and guidelines.</u>	
Method of Accountability: (Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work.) <u>CCPW will act as PM, oversees all progress and performance of the contractor with the input of CCSCG. This is the standard of practice for remodel work for City-owned buildings.</u>	
Other Justification: (Other information that will help justify the use of this contractor.) <u>By having CCPW as PM, there are savings in management costs, monitoring, and oversight as they provide these services to City-owned buildings at a much lower cost than market rate.</u>	
Cost Calculation: (Explain costs included in this contractor request.) <u>The construction of a new check-in station is \$20,000, the construction of a new tray window is \$15,000, the construction of a new service window area is \$205,000, the construction of the beverage area is \$143,450, design, management, and permitting is \$141,488, contingency is \$118,062. The construction total is \$640,000 (subtotal of above). Equipment costs of a new steam table, beverage dispenser, milk dispenser and ice machine are \$2,844. Indirect costs at 10% is \$65,284.40. Total project cost is \$718,128.40.</u>	
<u>If more than one Contractor/Consultant, copy section above and insert here:</u>	

Applicant Name: Carson City Senior Citizens Center	Subaward & Service Type: Categorical, 0
<b>Other</b> <span style="float: right;"><b>Total: \$0.00</b></span>	
Identify and justify other direct expenditures that cannot be identified within another category, such as audit costs, dues, other insurance, printing and promotional costs, etc. Requested funding must be for this specific proposed program. If cost allocating an expense across multiple programs and sources, provide an explanation and calculation for the portion included here.	
\$0.00	
\$0.00	
Justification: (Enter below, expand row as needed) <u>Provide narrative to justify these expenditures and how each budget item supports the project.</u>	

**TOTAL DIRECT PROJECT COSTS** **\$652,844.00**

<b>Administrative Expenses</b> <span style="float: right;"><b>Total: \$65,284.40</b></span>
Administrative expenses are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rates listed below. Administrative expenses do not apply to equipment or fixed-fee subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20".
Enter percentage of administrative expenses included in this budget in the Rate box and the equivalent funding in the yellow box. 1. Maximum Rate: 10%
RATE: 10.00%

**TOTAL BUDGET REQUEST** **\$718,128.40**

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

Applicant Name: Carson City Senior Citizens Center	Type of Service: Categorical; 0.
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**PROPOSED BUDGET SUMMARY - FY22**

OAA - ARPA Projects

PATTERN BOXES ARE FORMULA DRIVEN: Enter info in orange cells.

A. FUNDING SOURCES	ADSD Funds	MATCH	City of Carson City, ARPA Fund, Capital Remodel, Bathroom Project	City of Carson City, Senior Center Fund	CCSCC Senior Center Congregate	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	N/A	Secured	Secured	Secured			
<b>ENTER TOTAL FUNDING</b>	\$718,128.40	\$0.00	\$400,000.00	\$776,258.00	\$124,338.00	\$0.00	\$0.00	\$2,018,722.40

**EXPENSE CATEGORY**

Personnel	\$0.00		\$0.00	\$444,968.00	\$59,252.00			\$504,221.00
Travel/Training	\$0.00		\$0.00	\$3,000.00	\$0.00			\$3,000.00
Operating	\$8,983.00		\$0.00	\$328,289.00	\$65,084.00			\$400,336.00
Equipment	\$5,881.00		\$0.00	\$0.00	\$0.00			\$5,881.00
Contractual/Consultant	\$640,000.00		\$400,000.00	\$0.00	\$0.00			\$1,040,000.00
Other Expenses	\$0.00		\$0.00	\$0.00	\$0.00			\$0.00
Indirect	\$65,284.40		\$0.00	\$0.00	\$0.00			\$65,284.40

<b>TOTAL EXPENSE</b>	\$718,128.40	\$0.00	\$400,000.00	\$776,258.00	\$124,338.00	\$0.00	\$0.00	\$2,018,722.40
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These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$65,284.40			Total Agency Budget	\$2,018,722.40
Indirect % of Budget	10.00%			ADSD Percent of Agency Budget	3%

**B. Comments regarding budget summary, if applicable.**

**C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.**

N/A

**D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.**

Congregate Nutrition asks for a voluntary contribution of \$2.25 per meal.

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

**The Subrecipient agrees:**

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$718,128.40;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

**The Department agrees:**

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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Agency Ref. #: \_\_\_\_\_  
Budget Account: \_\_\_\_\_  
GL: \_\_\_\_\_  
Draw #: \_\_\_\_\_

**SECTION D  
Request for Reimbursement**

<b>Program Name:</b>	<b>Subrecipient Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>Subaward Period:</b>	<b>Subrecipient's:</b> EIN: Vendor #:

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(must be accompanied by expenditure report/back-up)

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-</b>

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature	Title	Date
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**FOR DEPARTMENT USE ONLY**

Is program contact required?  Yes  No      Contact Person: \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

ASO or Chief (as required): \_\_\_\_\_ Date \_\_\_\_\_

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SECTION E

Audit Information Request

1. Non-Federal entities that expend \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES  NO
3. When does your organization's fiscal year end? Sept 30
4. What is the official name of your organization? Carson City Senior Citizens Center
5. How often is your organization audited? Annually
6. When was your last audit performed? 2021
7. What time-period did your last audit cover? 10/1/2019 - 9/30/2020
8. Which accounting firm conducted your last audit? Christensen Accounting Network

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

**SECTION F**

**Notification of Utilization of Current or Former State Employee**

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES  If "YES", list the names of any current or former employees of the State and the services that each person will perform.  
NO

Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

Name	Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Carson City Senior Citizens Center

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION  
NOTICE OF SUBAWARD**

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

**IN WITNESS WHEREOF,** Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

THIS CONTRACT made and entered into this 19th day of January 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Shaheen Beauchamp Builders, LLC, hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager 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. 23300245**, titled **Senior Center Facilities Remodel 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 Board of Supervisors 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. 23300245** 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 viewed through the Carson City Website <https://www.carson.org/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 12/31/23
NVCL expires 1/31/25
GL expires 2/15/24
AL expires 2/15/24
WC expires 2/1/24

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

## 4. NOTICE:

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

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

Mark Beauchamp, Member  
Shaheen Beauchamp Builders LLC  
318 N. Carson Street Suite 202  
Carson City, NV 89701  
775-885-2294  
[mark@sbuilders.com](mailto:mark@sbuilders.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Five Hundred Ninety Thousand Three Hundred Fifty Three Dollars and 00/100 (\$590,353.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

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

## 6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

(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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

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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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

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**.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

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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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

- 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'

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

Title: Senior Center Facilities Remodel Project

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 16. **BUSINESS LICENSE:**

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

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**



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

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)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 23300245

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## 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 Board of Supervisors 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 Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

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

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

By:   
Sheri Russell-Benabou, Chief Financial Officer

Dated 1-20-2023

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:   
Deputy District Attorney

Dated 1/19/23

**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 2/24/2023

Project: Sub-Project P301222006  
of master grant G070121010 (ARPA)  
Account: 2750600-507010 = \$235,175.45  
2105050-507010 = \$355,177.55

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 23300245**

**Title: Senior Center Facilities Remodel 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:** Mark Beauchamp

**TITLE:** Member

**FIRM:** Shaheen Beauchamp Builders

**CARSON CITY BUSINESS LICENSE #:** BL-000998

**NEVADA CONTRACTORS LICENSE #:** 0047712

**Address:** 318 N. Carson Street, Suite 202

**City:** Carson City **State:** NV **Zip Code:** 89701

**Telephone:** 775-885-2294

**E-mail Address:** mark@sbuilders.com

*[Handwritten signature of Mark Beauchamp]*

(Signature of Contractor)

DATED 1/23/2023

STATE OF Nevada )

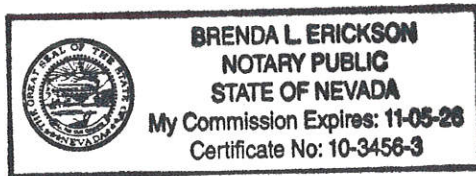
County of Carson City )

)ss

Signed and sworn (or affirmed before me on this 23<sup>rd</sup> day of January, 2023

Brenda L. Erickson  
(Signature of Notary)

(Notary Stamp)



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

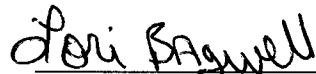
**Contract No: 23300245**

**Title: Senior Center Facilities Remodel Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 19, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300245** and titled **Senior Center Facilities Remodel Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada 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

DATED this 19th day of January  
2023.

**ATTEST:**



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

DATED this 19th day of January 2023.

# PERFORMANCE BOND

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

Bond #: 30139131

**KNOW ALL MEN BY THESE PRESENTS**, that I/we Shaheen Beauchamp Builders, LLC  
as Principal, hereinafter called CONTRACTOR,  
and Wester Surety Company

a corporation duly organized under the laws of S.Dakota, 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 \$ 590,353.00 (state sum in Words) Five hundred ninety, three hundred fifty three----- 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 1/19/2023, entered into a contract with CITY for **BID # XXXXXXXX** and titled Carson City Senior Center Facilities Remodel 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:

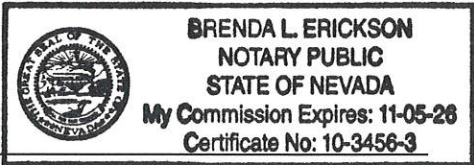
- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between 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 # XXXXXXXX and titled Carson City Senior Citizens Center Facilities Remodel

BY:	(Signature of Principal)
TITLE: <u>Member</u>	 L.S.
FIRM: Shaheen Beauchamp Builders LLC	
Address: 318 N. Carson Street Ste 202	
City, State, Zip: Carson City, NV 89701	
Phone: 775-885-2294	

Printed Name of Principal: <u>Shaheen Beauchamp</u>	
Attest By: <u>Brenda L. Erickson</u>	(Signature of Notary)
Subscribed and Sworn before me this <u>24<sup>th</sup></u> day of <u>January</u> , 20 <u>23</u>	



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

Name of Surety:	Western Surety Company
Address:	PO Box 5077
City:	Sioux Falls
State/Zip Code:	South Dakota, 57117
Name:	Chris Gonfiantini
Title:	Attorney-In-Fact
Telephone:	775-829-2345
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.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Gonfiantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

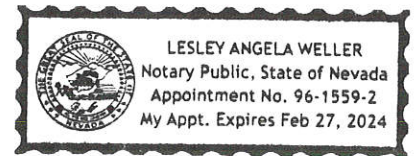
This instrument was acknowledged before me on January 23, 2023  
(date) by Wesley Confrontini, (name of person).

Lesley

Notary Public Signature

Print Lesley A. Weller

Title Notary Public



(Seal)

# LABOR AND MATERIAL PAYMENT BOND

Bond #: 30139131

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we Shaheen Beauchamp Builders, LLC  
as Principal, hereinafter called

CONTRACTOR, and  
Western Surety Compnay 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 \$ 590,353.00 Dollars (state sum in words) Five hundred Ninety three hundred fifty three

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 1/19/2023 entered into a contract with CITY for **BID #XXXXXXX** and titled Carson City Senior Center in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

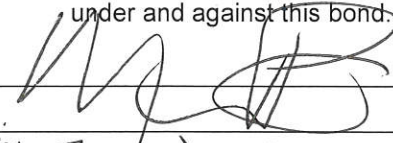
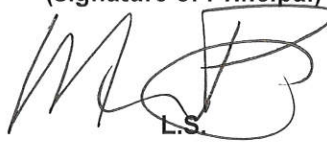
**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall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

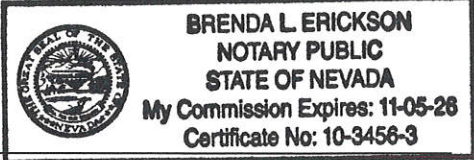
- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light,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

# LABOR AND MATERIAL PAYMENT BOND


Continued for **BID #XXXXXXX** and titled Senior Center Facilities Remodel Project

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

<b>BY:</b>  <b>TITLE:</b> <u>Member</u> <b>FIRM:</b> Shaheen Beauchamp Builders, LLC <b>Address:</b> 318 N. Carson Street Ste 202 <b>City, State, Zip:</b> Carson City, NV 89701 <b>Phone:</b> 775-885-2294 <b>Printed Name of Principal:</b> <u>Walter W. Beauchamp</u>	(signature of Principal)  L.S.
<b>Attest by:</b> <u>Brenda L. Erickson</u> (signature of notary)	
Subscribed and Sworn before me this <u>24<sup>th</sup></u> day of <u>January</u> , 20 <u>23</u>	



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

<b>Name of Surety:</b>	Western Surety Company
<b>Address:</b>	PO Box 5077
<b>City:</b>	Sioux Falls
<b>State/Zip Code:</b>	South Dakota 57117
<b>Name:</b>	Chris Gonfiantini
<b>Title:</b>	Attorney-In-Fact
<b>Telephone:</b>	775-829-2345
<b>Surety's Acknowledgment:</b>	
<b>By:</b>	

**NOTICE:**

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

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

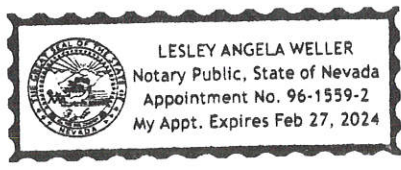
This instrument was acknowledged before me on JANUARY 23, 2023  
(date) by Chris Garimontini, (name of person).

Lesley Weller

Notary Public Signature

Print Lesley Weller

Title NOTARY PUBLIC



(Seal)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Gonfiantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**CITY OF CARSON CITY, NEVADA – BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Shaheen Beauchamp Builders LLC, as "Principal," and Shaheen Beauchamp Builders, LLC, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of 5% of Bid dollars (\$ 5% of bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 23300245, PWP # CC-2023-121, for the Project Title: Carson City Senior Citizens Center Facilities Remodel.

NOW, THEREFORE,

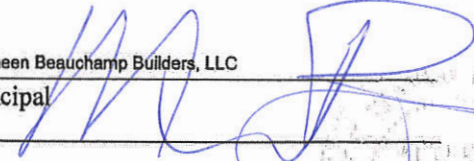
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents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


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

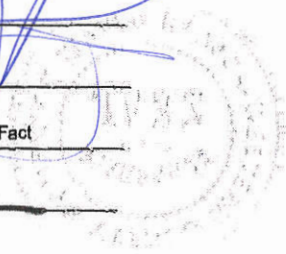
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

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

Signed, Sealed and dated: January 3, 2023

Shaheen Beauchamp Builders, LLC  
Principal  
By: 

Western Surety/Ryan Garaventa Attorney-in-Fact  
Surety  
By: 



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Chris Gonfiantini, Ryan Garaventa, Morre J Hughes, Yvonne Rickman, Individually**

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 21st day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of January, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Vendor Information

Vendor Information:	
Company Name: Shaheen Beauchamp Builders LLC	Federal ID No:  UEI/DUNS #:
Mailing Address: 318 N Carson St Suite 202	City, State, Zip Code: Carson City, NV 89701
Telephone Number: 775-885-2294	Email: mark@sbuilders.com

Contact Person/Title:	
Name: Mark Beauchamp	Title: Member
Mailing Address: 318 N Carson St. Suite 202	City, State, Zip Code: Carson City NV 89701
Telephone Number: 775-885-2294	Email: mark@sbuilders.com

Licensing Information:	
Nevada State Contractor's License Number: 0047712	
License Classification(s): B-General Building	Date Issued: 1/5/1999
Limitation(s) of License: unlimited	Date of Expiration: 1/31/2023
Name of Licensee: Shaheen Beauchamp Builders LLC	
Carson City Business License Number: BL-000998-2020	



Name of Licensee: <u>Shahen Beauchamp Builders LLC</u>		
<b>Disclosures of Principals:</b>		
<b>Individual and/or Partnership:</b>		
<b>(1) Owner Name:</b> <u>Mark Beauchamp</u>		
Address: <u>5735 Madras</u>		
City: <u>Carson City</u>	State: <u>NV</u>	Zip Code: <u>89705</u>
Telephone: <u>775-885-2294</u>	Email: <u>mark@sbuilders.com</u>	
<b>(2) Owner Name:</b> <u>Jeff Shahen</u>		
Address: <u>14275 Black Eagle Court</u>		
City: <u>Reno</u>	State: <u>NV</u>	Zip Code: <u>89511</u>
Telephone: <u>775-885-2294</u>	Email: <u>jeff@sbuilders.com</u>	
<b>(1) Other Title:</b>		
Name:		
<b>(2) Other Title:</b>		
Name:		

**Reference List**

Carson City Public Works

515 E Musser Street Suite 102, Carson City NV 89701

775-684-4141

[alutz@admin.nv.gov](mailto:alutz@admin.nv.gov)

Nevada State Railroad Museum Roofing and Siding Replacement

\$791,425

Replace roofing and siding at existing Nevada State Railroad Museum and Restoration Shop

Frank Woodliff III

200 S Main Street Suite A, Fallon, NV 89406

775-423-6065

[designer@phonewave.net](mailto:designer@phonewave.net)

Lucky Strike Casino

\$3,325,174

New construction of 8,700 sq. ft. casino.

Greater Nevada Credit Union

451 Eagle Station Lane

775-886-1460

[mdietrich@gncu.net](mailto:mdietrich@gncu.net)

Eagle Station 2<sup>nd</sup> & 3<sup>rd</sup> Floor Renovations

\$985,000

Tenant improvement 2<sup>nd</sup> & 3<sup>rd</sup> floor office space.



## 23300245 (CC-2023-121) Addendum 3

### Shaheen Beauchamp Builders

### Shaheen Beauchamp Builders

### Supplier Response

#### Event Information

Number: 23300245 (CC-2023-121) Addendum 3  
Title: Carson City Senior Center Facilities Remodel Project  
Type: Invitation for Bid  
Issue Date: 12/1/2022  
Deadline: 1/5/2023 11:00 AM (PT)  
Notes: **Summary:** The Carson Senior Center Remodel Project - a **Federally Funded** project includes but is not limited to remodeling portions of the existing Senior Citizens Center. This work more specifically includes replacing kitchen flooring, remodeling bathrooms, remodeling the beverage dispensing area adjacent to the dining room, and reflooring additional hallways and circulation areas in the building. Work includes selective demolition, minor structural modifications, interior wood framing, new coiling counter doors, new toilet fixtures, flooring and painting, miscellaneous related mechanical, plumbing and electrical work, and other Work indicated in the Contract Documents. The kitchen flooring replacement will require removal & re-installation of existing kitchen equipment, and other Work indicated in the Contract Documents.

**Project# P301222006**

**Engineers Estimate: \$835,817**

This Project is deemed a **Vertical** Construction Project.

**Non-Mandatory Pre-Bid Meeting** will be held on December 15, 2022, at 10:00 am at the Carson City Senior Center located at 911 Beverly Drive in Carson City.

## Contact Information

Exhibit A

Contact: Carol Akers, Purchasing & Contracts Administrator

Address: Suite 2

City Hall - Executive Office

201 North Carson Street, Suite 2

Carson City, NV 89701

Phone: 1 (775) 283-7362

Fax: 1 (775) 887-2286

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

## Shaheen Beauchamp Builders Information

Contact: Jeff Shaheen  
 Address: 318 N. Carson St. Suite # 202  
 Carson City  
 Carson City, NV 89701  
 Phone: (775) 885-2294 x100  
 Fax: (775) 885-2294  
 Toll Free: (775) 885-2294 x775  
 Email: jeff@sbuilders.com

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

Mark Beauchamp

*Signature*

*Submitted at 1/5/2023 10:53:45 AM (PT)*

mark@sbuilders.com

*Email*

## Requested Attachments

### Bid Bond Form

Bid Bond - Signed.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Vendor Information Form

Vendor Information Sheet.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### References

Reference List.pdf

This is required at time of bid submission. Refer to Attributes for information needed.

### 5% Subcontractors Information

MX-M264N\_20230105\_115234.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.  
 Contractor MUST Self-List.

### 1% Subcontractor Information

*No response*

Required 2 hours after bid opening. You can download this document from the "Attachments" Tab. Contractor MUST Self-List. Email to CAkers@carson.org.

### Affidavit Under 23 USC Section 112(c)

Affidavit Under 23 USC Section 112(c).pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Section 1352 of Title 31 Form

Section 1352 of Title 31 Form.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### SF-LLL Disclosure of Lobbying

SF-LLL Disclosure of Lobbying.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Wage Comparison Worksheet

Wage Comparison Worksheet.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Certification of Auth & Understanding

Certification of Authorization & Understanding.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### Conflict of Interest

Conflict of Interest Disclosure Form.pdf

This document is required at time of bid opening. You can download this document from the "Attachments" Tab.

### List of Subcontractors & Suppliers Bidding

*No response*

Required Form-Due at 5pm after bid opening-Email to CAkers@carson.org

**UEI Number**Exhibit A *No response*

Contractor to provide proof of current registration with Sam.gov for GC and all Subs before contract executed.

**State Prevailing Wages***No response*

Due 24 hours after bid submission from General Contractor-email to Cakers@carson.org

**Project Workforce Checklist***No response*

Due 24 hours after bid submission from apparent low General Contractor-email to Cakers@carson.org

**Bid Attributes****1 Contractor's License**

This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, 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 Class A in connection with the award of the contract to him.

 Acknowledged (Acknowledged )**2 Acknowledgement of Addendums**

List amount of addendums acknowledged

3

**3 References:**

Submit **(In Response Attachments)** at least (3) contracts of a similar nature performed by your firm in the last (3) years. If NONE, use your Company's letterhead (and submit with your bid proposal) to list what your 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.

**Information to be included:**

1. Company Name
2. Mailing Address
2. Telephone Number
4. E-Mail
5. Project Title
6. Amount of Contract
7. Scope of Work

 Acknowledged (Acknowledged )**4 Substitutions**

No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document.

 Acknowledged (Acknowledged )**5 Prevailing Wages (State/Local)**

The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. The bidder is responsible to verify with the Labor Commissioner if any addendums have been issued.

 Acknowledged (Acknowledged )**6 Prevailing Wage (Davis Bacon Act)**

Acknowledgement of Davis Bacon Wages included in the "Attachment" Tab. These rates have been verified within the last 48 hours of bid opening.

 Acknowledged (Acknowledged )

**Apprentices-NRS 338.01165; SB 207 (2019)**

As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

The Nevada Labor Commissioner has prepared forms for use in complying with the apprenticeship requirements. The following forms are available on the Labor Commissioner's website at: [http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

- **Apprenticeship Utilization Request Form**  
Titled "Request For Apprentice Availability On A Public Work"
- **Apprenticeship Utilization Waiver Request Form**  
Titled: "Apprenticeship Utilization Act Waiver Request"
- **Apprenticeship Agreement Form**  
Titled: "Apprentice Agreement"
- **\*Sample\* Project Workforce Checklist**  
Titled: "Project Workforce Checklist"

**NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the City within 24 hours after bid opening along with the subcontractor list, that indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR.

After the bid is awarded a pre-construction meeting will be held to set up the construction schedule. When working dates are known and if apprentices are required by NRS 338.01165, the Apprenticeship Utilization Request Form should be submitted to the necessary Registered Apprenticeship Programs to request apprentices for the project.

Waiver requests may be submitted to the City at any time, due to NRS 338.01165(10)(d) (1) (no apprentices available from apprenticeship programs within Carson City's jurisdiction) (2) (required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of the journeymen) or (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days). The waiver requests should be submitted to the City as soon as the need for a waiver is known. Along with the waiver request, the contractor and any subcontractors must provide to the City all required documentation to support the waiver request.

Upon receipt of any waiver requests, the City will forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City will communicate the results back to the Contractor as soon as possible.

**IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.**

Acknowledged (Acknowledged )

## POSTINGS AND NOTICES

**Notices and posters 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: [https://labor.nv.gov/Employer/Employer\\_Posters](https://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.

**\*\*\*SEE SPECIAL CONDITONS FOR JOBSITE POSTER REQUIREMENTS**

Acknowledged (Acknowledged )

## 9 Unique Entity ID (SAM.gov)

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Acknowledged (Acknowledged )



**10 Acknowledgement & Execution of Bid Proposal** Exhibit A

I the Bidder, do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for said project, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

Acknowledged (Acknowledged )

**11 REQUIRED DOCUMENTS-ARPA**

**Acknowledgement of Required Documents:**

**1%-Sub-Contractor Information**-Due by the (3) three lowest bidders (2) two hours after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**5%-Sub-Contractor Information**-Due at Bid Submission

**Affidavit Under 23 USC Section 112(c)**-Due from General at Bid Submission/Sub Contractors Award

**Appendix II Part 200**-Required document to be included in all subcontracts

**Bid Bond**-Due at Bid Submission

**Cert of Authorization & Understanding**-Due from General at Bid Submission/Sub-Contractors first week of work

**Certified Payroll Information**-Required first week of work by Generals and Subs

**Conflict of Interest**-Due from General at Bid Submission/Sub-Contractors first week of work

**List of Subcontractors & Suppliers Bidding**-Due 5pm after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Prevailing Wage Determination(State)**-Due from General Contractor 24 hours after bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Project Workforce Checklist**-Due from Lowest Bid-General Contractor & Sub-Contractors 24 hours from bid opening (Email to [Cakers@carson.org](mailto:Cakers@carson.org))

**Section 1352 Title 32 Form**-Due from General at Bid Submission/Sub contractors at preconstruction meeting

**SF-LLL-Disclosure of Lobbying Activities**-Due from General at Bid Submission/Sub-Contractors-Award

**Sub Contractor Monthly Payment Form**-Due with each pay application submitted

**UEI ID Sam.gov**-Required information-Provide proof of current registration

**Vendor Information**-Due at Bid Submission

**Wage Comparison Worksheet**-Due from General at Bid Submission/Sub-Contractors-Award

Acknowledged (Acknowledged )

**Bid Lines**

**1 Package Header**

Schedule A: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**1.1 Kitchen Floor Replacement**

Quantity:   1   UOM:  LS  Unit Price:  Total:

**2 Package Header**

Schedule B: Base Bid Items

Quantity:   1   UOM:  EA  Total:

**Package Items**

**2.1 Bathroom Remodel**

Quantity:   1   UOM:   LS   Unit Price:  Total:

**3 Package Header**

Schedule C: Base Bid Items

Quantity:   1   UOM:   EA   Total:

**Package Items**

**3.1 Dining Room Renovations**

Quantity:   1   UOM:   LS   Unit Price:  Total:

**Response Total: \$590,353.00**

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

Contract No.: 23300245  
 Project No(s): CC-2023-121  
 Total Bid Amount \$ 590,355

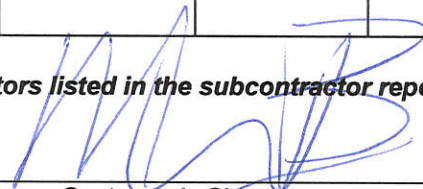
Contractor: Shaheen Beauchamp Builders LLC  
 Address: 318 N Carson St Suite 202  
Carson City, NV 89701

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Shaheen Beauchamp Builders 318 N Carson St Ste 202 CC NV 89701	865-2204		47712	Unl	Superdision, miscellaneous carpentry
Gardner Engineering 270 East Parr Blvd Reno, NV 89512	329-4133		13048 13048A		Plumbing
SI Legacy 4615 Longley Lane Reno NV 89502	562-2693		25964 25965 25966	4.5million	Floorcovering
Legacy Specialties 2587 Nowlin Rd Minden NV 89423	767-3008		78228		Drywall
Nevada Overhead Door 1335 Greg St Sparks, NV	365-9100		0015966		Overhead Doors

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

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
 Contractor's Signature \_\_\_\_\_ Date 11/5/23  
 Telephone No. 775 691 1967

**BIDDER SUBCONTRACTOR INFORMATION**

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

Contract No.: 23300245

Contractor: Shaheen Beauchamp Builders LLC

Project No(s): CC-2023-121


Address: 318 N Carson St. Suite 202

Bid Amount \$ 590,355

Carson City, NV 89701

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND UEI NUMBER (If Federal Funds Apply)	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Shaheen Beauchamp Builders 318 N Carson St Ste 202 CC NV 89701	885-2294		47712	Unl	Supervision, misc carpentry
Gardner Engineering 270 East Parr Blvd Reno NV 89512	329-4133		13048 13048A		Plumbing
<del>Legacy Specialties</del> SI Legacy 4815 Longley Ln Reno NV 89502	562-2693		75964 75965 75966		Floorcovering

  
 Contractor's Signature \_\_\_\_\_ Date 1/5/23  
 Telephone No. 775 691 1967

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

### LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: 23300245

Contractor: Shaheen Beauchamp Builders

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
Penhall		<del>37553</del> 37553		Yes	No	Yes	No	Yes	No
Diamond Concrete		41593 78943		Yes	No	Yes	No	Yes	No
B&C Cabinets		0010322A		Yes	No	Yes	No	Yes	No
AlCal		55201		Yes	No	Yes	No	Yes	No
Rommers Door		0042753A		Yes	No	Yes	No	Yes	No
Nevada Overhead Door		0015966		Yes	No	Yes	No	Yes	No
Legacy Specialties		78228		Yes	No	Yes	No	Yes	No
SI Legacy		75964 25965 3966		Yes	No	Yes	No	Yes	No
Custom Painting		0031414		Yes	No	Yes	No	Yes	No
Gardner Eng.		13048 13048A		Yes	No	Yes	No	Yes	No
Overhead Fire		16599		Yes	No	Yes	No	Yes	No
Highland Electric		0081928		Yes	No	Yes	No	Yes	No

Email to [Cakers@carson.org](mailto:Cakers@carson.org)

**Certification of Authorization and Understanding**

Project Name: CC Senior Citizens Center Facilities Remodel

Project Number: CC-2023-121

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

Veronica K. Beauchamp  
Payroll Officer (Name)

Veronica K. Beauchamp  
Payroll Officer (Signature)

Shahen Beauchamp Builders LLC  
(Name of Contractor/Subcontractor)

By [Signature]  
(Owner's Signature)

Member  
(Title)

47712  
(Contractor/Subcontractor License Number)

1/5/23  
(Date)

Conflict of Interest Disclosure Form

Date: 1/5/23

Project: CC Senior Citizens Center Facilities Remodel

Title:

Name: Mark Beauchamp

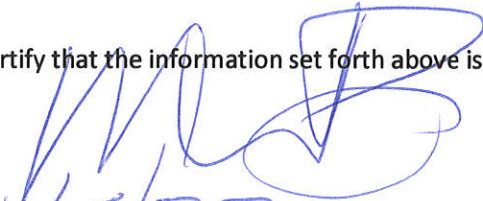
Position: Member

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

I have no conflict of interest to report.

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

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

Signature: 

Date: 1/5/23

## Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.

(B) 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.

(C) Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), 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 part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) 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.

(E) 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.

(F) Rights to Inventions Made Under a Contract or Agreement.

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

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more 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.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**POSTINGS AND NOTICES**

Notices and posters 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/](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.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada  
COUNTY OF Carson City } SS

I, Mark Beauchamp (Name of party signing this affidavit and the Proposal Form) Member (title).  
being duly sworn do depose and say: That Shabeen Beauchamp Builders LLC  
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the 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.

[Signature]  
Signature  
Member  
Title

Sworn to before me this 3<sup>rd</sup> day of January, 20 23

(SEAL)



Brenda L. Erickson  
Notary Public, Judge or other Official

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

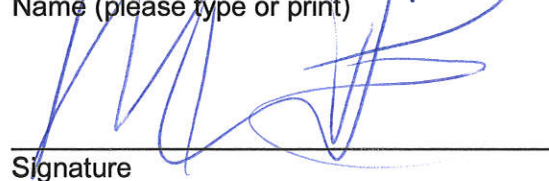
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

Mark Beauchamp  
Name (please type or print)

  
Signature

Member  
Title

**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 material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> c. Initial award  <input type="checkbox"/> d. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:  year _____ quarter _____  date of last report _____</p>
<p><input type="checkbox"/> <b>4. Name and Address of Reporting Entity:</b>  Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, if known:</p> <p style="font-size: 2em; text-align: center;">H/A</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b></p> <p style="font-size: 2em; text-align: center;">N/A</p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if know:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b>  <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p><input type="checkbox"/> <b>11. Amount of Payment</b> <i>(check all that apply):</i></p> <p><input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="font-size: 2em; text-align: center;">None</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		



# SHAHEEN BEAUCHAMP BUILDERS LLC

Unique Entity ID <b>DQ7TZK9T1S67</b>	CAGE / NCAGE <b>9GCB3</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 1, 2024</b>	
Physical Address <b>318 N Carson ST STE 202 Carson City, Nevada 89701-4269 United States</b>	Mailing Address <b>318 N Carson ST STE 202 Carson City, Nevada 89701-4269 United States</b>	

## Business Information

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

## Registration Dates

Activation Date <b>Feb 24, 2023</b>	Submission Date <b>Feb 1, 2023</b>	Initial Registration Date <b>Feb 1, 2023</b>
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## Entity Dates

Entity Start Date <b>Jun 1, 1998</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

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

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		



**Socio-Economic Types**

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

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>9GCB3</b>
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**Points of Contact**

**Electronic Business**

♀ Elise Mahali	318 N Carson Street Suite 202 Carson City, Nevada 89701 United States
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**Government Business**

♀ Jeff Shaheen	318 N Carson Street Suite 202 Carson City, Nevada 89701 United States
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**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>236220</b>	<b>Commercial And Institutional Building Construction</b>

**Disaster Response**

This entity does not appear in the disaster response registry.