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Recording Requested By:

Name: Debbie Swickard

Department: Finance

Item ID/Agreement #: DC-432-2023

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

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DOUGLAS COUNTY, NV  
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**2024-1006622**

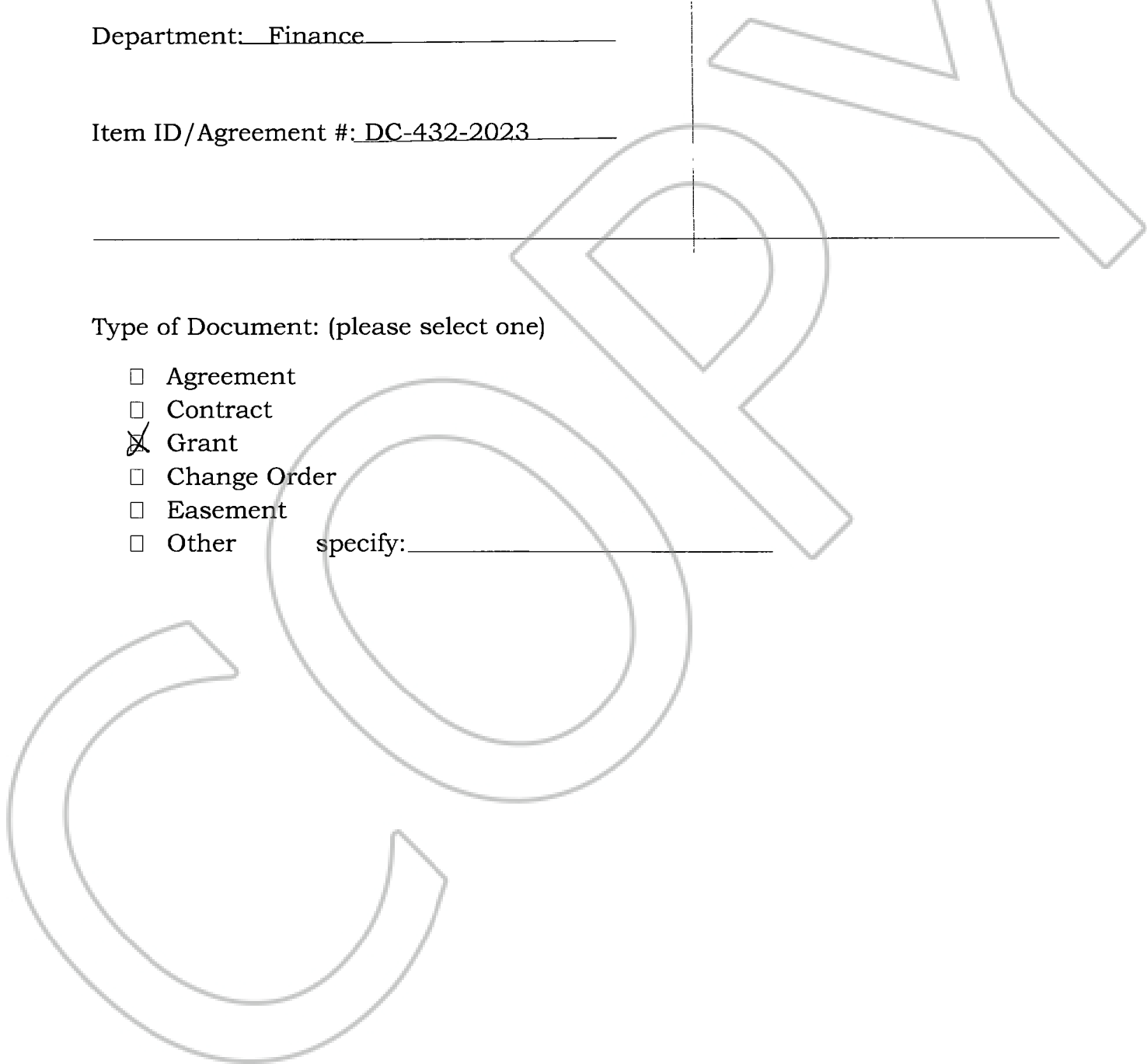
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SHAWNYNE GARREN, RECORDER



FILED

NO. DC-432-2023

4/12/24  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY      DEPUTY

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-NV-1075**

**Grantee Name:** Douglas County  
**Grantee Address:** 1594 Esmeralda Ave. Minden, NV 89423  
**Grantee's Unique Entity Identifier (UEI):** KE5GF37F6F95  
**Grantee's Employer Identification Number (EIN)** 88-6000031  
**Federal Award Identification Number (FAIN)** B-23-CP-NV-1075  
**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants  
**Period of Performance/Budget Period Start Date** Date of grant obligation  
**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Douglas County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,385,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.



I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year.  
This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).



D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

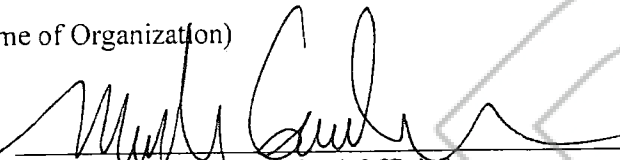
Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

Douglas County

(Name of Organization)

BY:   
(Signature of Authorized Official)

Mark Gardner, Chair of the Board of County Commissioners  
(Typed Name and Title of Authorized Official)

4/20/23  
(Date)

HUD

BY:

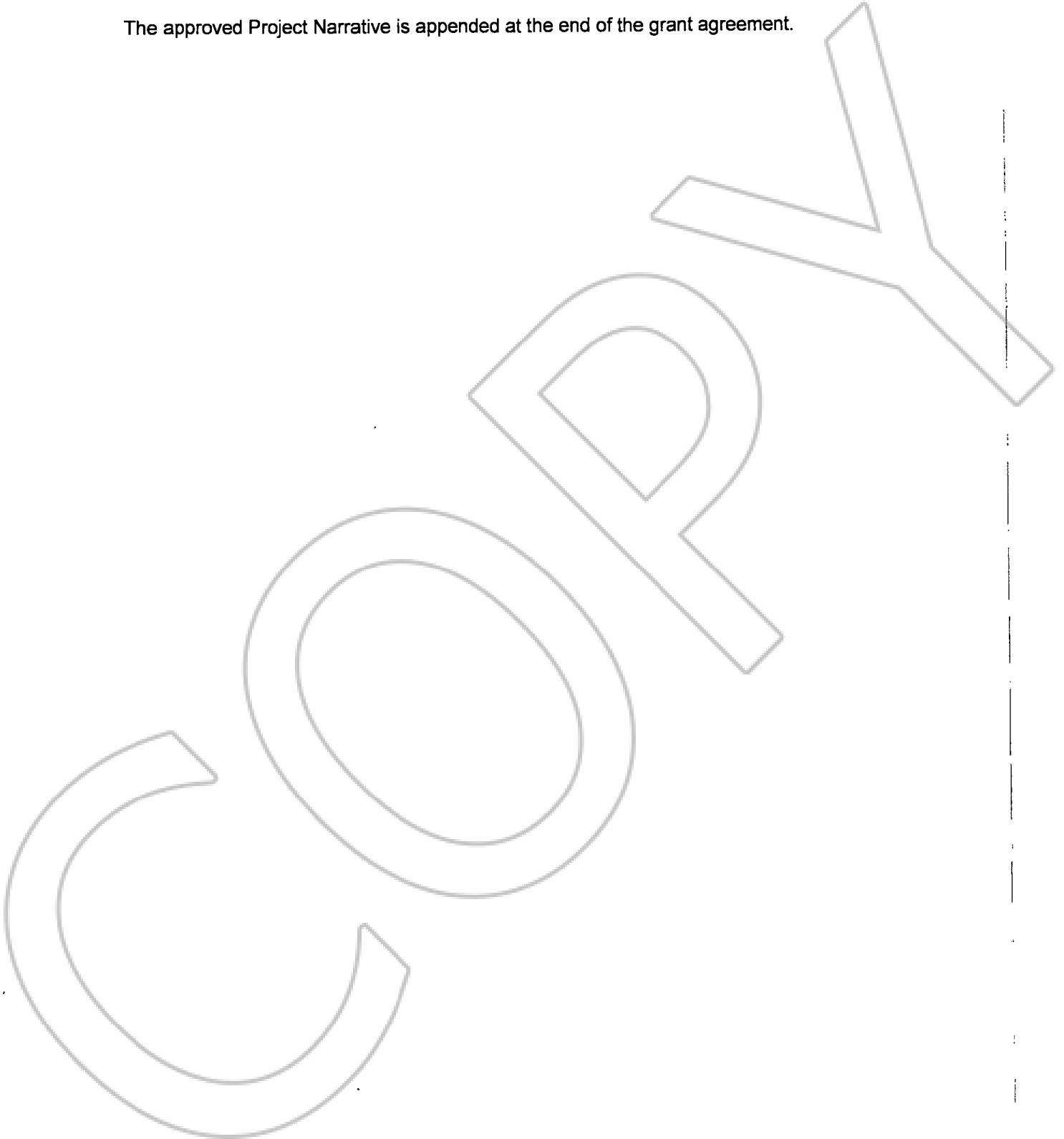
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Nadab Bynum,  
Acting Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

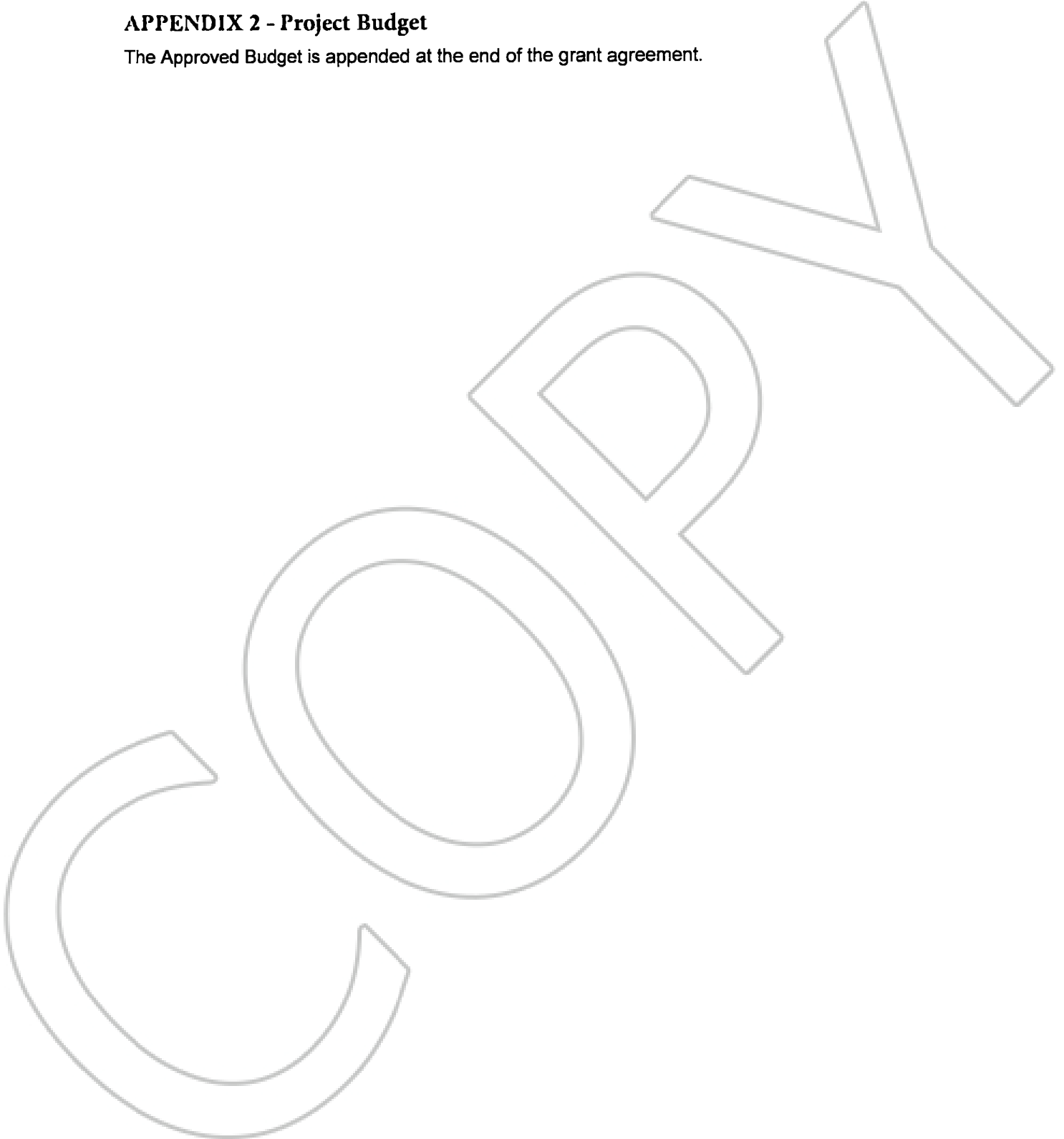
**APPENDIX 1 – Project Narrative**

The approved Project Narrative is appended at the end of the grant agreement.



**APPENDIX 2 - Project Budget**

The Approved Budget is appended at the end of the grant agreement.





**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

**Reporting of Matters Related to Grantee Integrity and Performance**

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

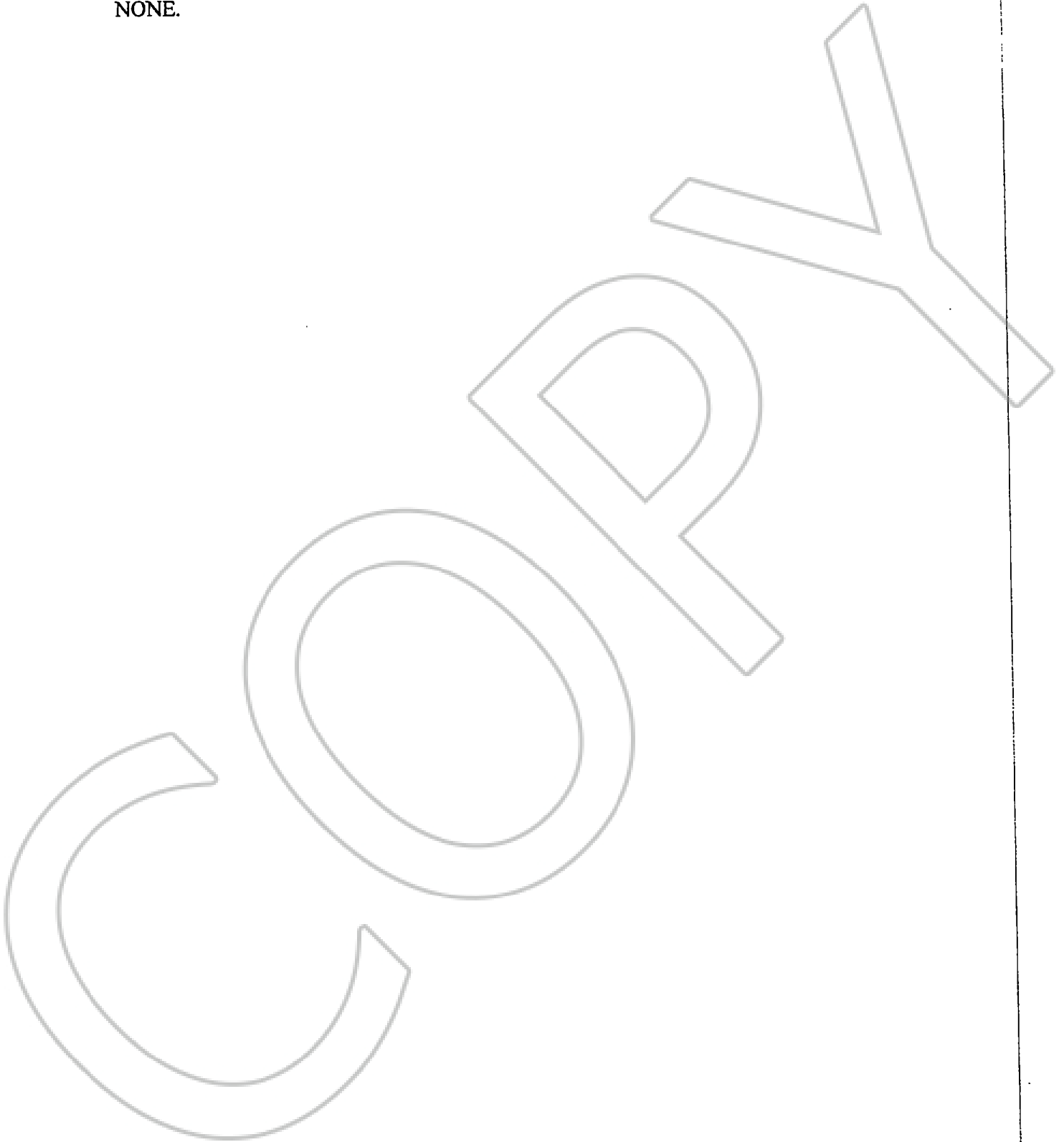
b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.



## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **Kahle Drive Complete Street Project**

### **Project Description**

The project proposes to transform Kahle Drive into a “complete street” by improving stormwater drainage and treatment, repairing wastewater infrastructure, adding sidewalks, bike lanes, crosswalks, and intersection safety improvements, and undergrounding overhead utilities and improving broadband quality in a census block group with one of the lowest median household incomes in Douglas County. This 0.5 mile collector road provides key linkages to the existing popular recreation facilities such as the Stateline to Stateline bike trail, trails throughout Rabe Meadow, and Kahle Community Center and County Park. The unemployment rate in this census block is twice the rate of the rest of Douglas County. The community is 98 percent occupied by primary residents with 90 percent being renters which is more than double the percentages in the surrounding region. Even though the Kahle block group is not classified as a Qualified Census Tract (QCT), it has a lower median household income than the two census tracts in Douglas County that are qualified QCTs.

The current condition of the road is highly degraded, unsafe, and a detriment to water quality and the adjacent public lands. The road’s condition has degraded past the point of a typical maintenance project and requires reconstruction. Existing stormwater collection infrastructure is inundated with groundwater year-round and therefore ineffective and unable to adequately capture and treat storm water runoff. Planning is at the 75 percent level; however, funding is needed for final plans and implementation. Ideally the project would be constructed in 2023 and 2024 to coincide with planned US 50 3R Project. The estimated project cost is \$3.2 million.

The Kahle Drive Complete Street will achieve the following objectives:

1. Increase safe multi-modal transportation options for pedestrians and cyclists;
2. Improve public safety by bringing the road up to County standards;
3. Correct drainage issues along Kahle Drive that are responsible for degradation of the road, reduced stormwater capture and treatment, and public safety hazards;
4. Improve riparian and Lake Tahoe health by disconnecting urban runoff;
5. Reduce the potential for catastrophic wildfire by undergrounding overhead power;
6. Improve the viewshed and appearance at the gateway to the South Shore of Lake Tahoe;
7. Improve access to adjacent USFS and Douglas County recreational lands; and
8. Improve communication and economic potential by installing broadband.

### **Background**

Since 2011, the Nevada Tahoe Conservation District (NTCD) has been working with stakeholders in the vicinity of the Burke Creek watershed to prioritize and address water quality issues in the area. Initial public outreach began with development of the South Shore Vision Plan (September 2011), a vision that helped inform adoption of the Tahoe Regional Planning Agency Regional Plan



Update (RPU) in December 2012. The Vision Plan identified the Kahle Drive/Lower Kingsbury area as “the first gateway” on Highway 50 into the South Shore, adding: “The Kahle Drive area offers an exciting and timely opportunity to accelerate environmental improvements, revitalize economic activity, and upgrade the scenic quality of this important part of Lake Tahoe’s South Shore. Accordingly, the Vision Plan also helped shape development and adoption of Douglas County’s South Shore Area Plan (the Stateline resort district) and the draft Tahoe Douglas Area Plan. It was recognized by all involved stakeholders that there were significant opportunities for watershed restoration projects along Burke Creek and the Rabe Meadow and for drainage and water quality improvements in the Kahle Drive area.

NTCD served as lead agency for subsequent development of the Burke Creek-Rabe Meadow Complex Master Plan (November 2014). The locally based South Shore Transportation Management Association (SS/TMA) worked with Douglas County, the TRPA and other partners to develop and prepare the Kahle Drive Vision (October 2014). Each of these planning processes included a public outreach component.

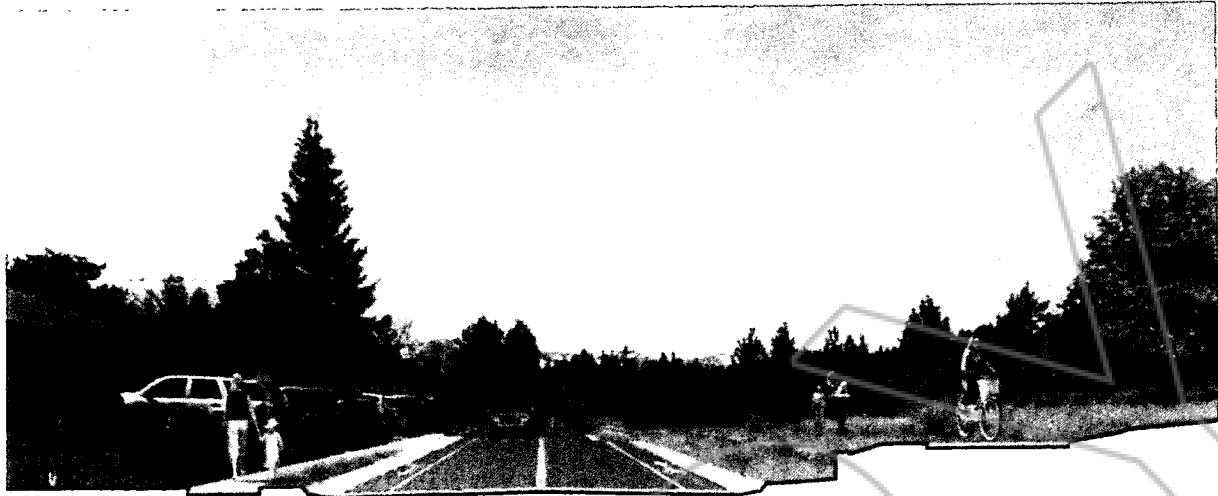
The Kahle Drive Vision identified the need for a “complete street” makeover for Kahle Drive to include roadway reconstruction, improved stormwater drainage, pedestrian amenities, landscaping, utility undergrounding and enhanced access to bicycle and walking trails and other recreational opportunities. The Kahle Drive Vision was updated with additional public scoping and connections to key surrounding business and community centers along US 50 in 2019, a document referred to as the “Expanded Kahle Vision Plan.” Subsequently, 50 percent design documents were produced. In 2021, Douglas County identified the Kahle Vision Plan as a priority project for implementation within the next 5 years in its Economic Vitality Plan.



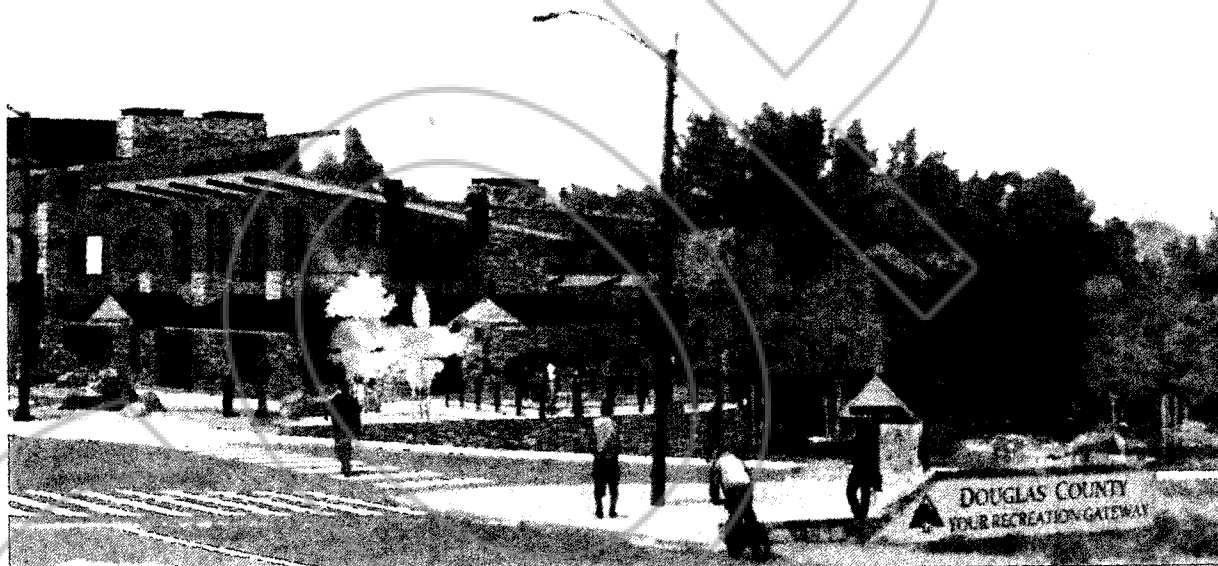
**Figure 1.** Condition of Kahle Drive in Fall 2019, pedestrians walk on street to reach housing and businesses.



**Figure 2.** Condition of intersection at Kahle Drive and US 50 in the Fall of 2019.

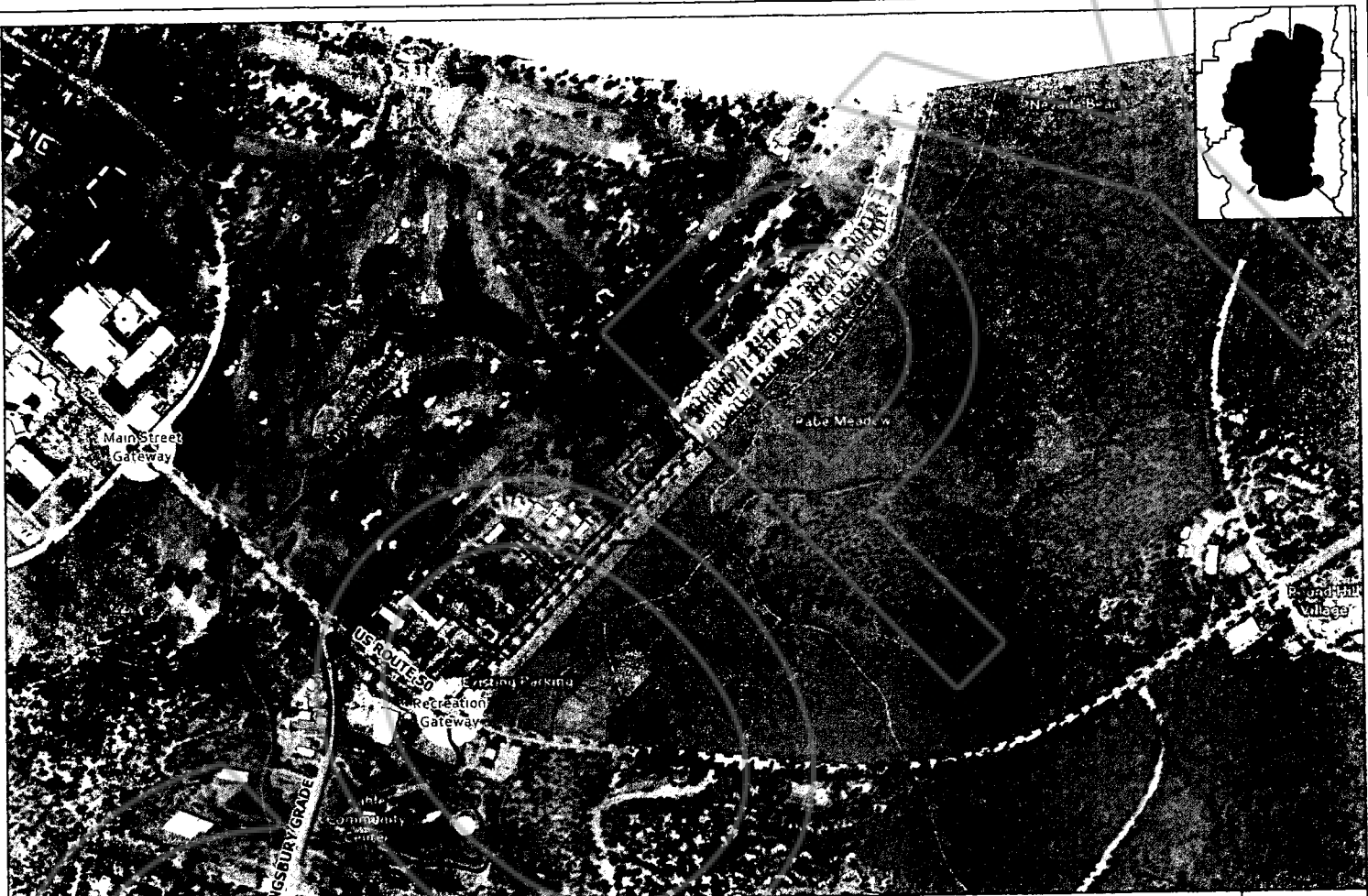


**Figure 3.** Rendering from the Expanded Kahle Vision Plan that shows the potential improvements along Kahle Drive.



**Figure 4.** Rendering from the Expanded Kahle Vision Plan that shows the potential improvements at intersection of Kahle Drive and US50.





- Existing Bike Lane
- - Proposed Bike Lane
- Existing Sidewalk
- - - Proposed Sidewalk
- Existing Shared Use Path
- - - Proposed Shared Use Path
- Streetscape Improvements
- - - Streams
- ▨ USFS Parcels
- ▭ Project Area

### Kahle Drive Complete Street

Figure 1



Prepared by: NTCD  
3/14/2022



Detailed Budget for Douglas County - Kahle Complete Street Project, 2023

Category	Rate	NEVADA DIVISION OF STATE LANDS			SNPLMA (USFS)		HJD Community Project Funds			OPGID			NV Energy/SW Gas/DCLTSA	NDOT TAP	Totals
		Task 1 Design and Permitting	Task 2 Construction and Oversight	Totals	Task 2 Construction	Totals	Task 1 Design and Permitting	Task 2 Construction	Totals	Task 1 Construction	Task 2 Construction	Totals	Total Construction Only	Totals	Totals
District Manager/ Senior Project	up to \$94.00	50		\$4,700.00	0	\$0.00	120	0	\$11,280.00	100	0	\$0.00	\$0.00	\$0.00	\$25,380.00
Project Engineer	up to \$62.00	210		\$13,020.00	0	\$0.00	248	0	\$15,378.00	180	0	\$0.00	\$0.00	\$0.00	\$39,556.00
Staff Engineer	up to \$38.00	30		\$1,140.00	0	\$0.00	62	0	\$3,596.00	60	0	\$4,840.00	\$0.00	\$0.00	\$9,876.00
Environmental Scientist 4	up to \$80.00	0		\$0.00	0	\$0.00	0	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Environmental Scientist 2	up to \$51.00	0		\$0.00	0	\$0.00	0	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Wages (salary and fringe)</b>		\$19,480.00	\$0.00	\$19,480.00	\$0.00	\$0.00	\$31,252.00	\$0.00	\$30,262.00	\$25,200.00	\$0.00	\$25,200.00	\$0.00	\$0.00	\$74,912.00
<b>Personnel Costs</b>	15.19%	\$2,948.19	\$0.00	\$2,948.19	\$0.00	\$0.00	\$4,983.18	\$0.00	\$4,983.18	\$3,917.80	\$0.00	\$3,917.80	\$0.00	\$0.00	\$11,349.00
<b>Tire/Fuel (vehicle mileage)</b>	Federal Mileage Rate 30.58	\$153.75	\$0.00	\$153.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.15	\$0.00	\$12.15	\$0.00	\$0.00	\$166.00
<b>Equipment</b>		\$272.00	\$0.00	\$272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382.00
<b>Supplies and recurring costs</b>		\$36.57	\$0.00	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00	\$0.00	\$0.00	\$57.00
<b>Sub-total</b>		\$22,870.91	\$0.00	\$22,870.91	\$0.00	\$0.00	\$34,835.18	\$110	\$34,945.18	\$29,040.85	\$0.00	\$29,040.85	\$0.00	\$0.00	\$86,895.00
<b>Overhead &amp; Administration</b>	34.94%	\$7,991.06	\$0.00	\$7,991.06	\$0.00	\$0.00	\$12,171.41	\$38	\$12,209.65	\$10,430.08	\$0.00	\$10,430.08	\$0.00	\$0.00	\$30,351.00
<b>Subcontract: Construction</b>		\$0	\$700,138.01	\$700,138.01	\$650,000.00	\$650,000.00	\$0	\$1,324,852	\$1,324,852	\$0	\$0,000.00	\$50,000.00	\$260,000.00	\$690,000.00	\$3,059,880.00
<b>Subcontract: Earthwork</b>		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$10,600	\$0	\$10,600.00	\$0	\$0.00	\$10,600.00
<b>Subcontract: Lighting/Electrical</b>		\$0	\$0	\$0.00	\$0.00	\$0.00	\$0,083	\$0	\$0,083	\$0	\$0	\$0.00	\$0	\$0.00	\$8,083.00
<b>Subcontract: Environmental</b>		\$0	\$0	\$0.00	\$0.00	\$0.00	\$3,000	\$0	\$3,000	\$0	\$0	\$0.00	\$0	\$0.00	\$3,000.00
<b>Total Project Costs</b>															

NOTE: OPGID opted out of participating in their October 2022 Board Meeting

**Appendix 2 - Approved Budget for HUD Community Funds**

Category	Task 1: Design and Permitting	Task 2: Construction	Totals
<i>District Manager/ Senior Project Engineer</i>	120	0	\$11,280.00
<i>Project Engineer</i>	248	0	\$15,376.00
<i>Staff Engineer</i>	62	0	\$3,596.00
<i>Environmental Scientist 4</i>	0	0	\$0.00
<i>Environmental Scientist 2</i>	0	0	\$0.00
<b>Wages (salary and fringe)</b>	<b>\$30,252.00</b>	<b>\$0.00</b>	<b>\$30,252.00</b>
<b>Personnel Costs</b>	<b>\$4,583.18</b>	<b>\$0.00</b>	<b>\$4,583.18</b>
<b>Travel (vehicle mileage)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Equipment</b>	<b>\$0.00</b>	<b>\$110.00</b>	<b>\$110.00</b>
<b>Supplies and recurring costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Sub-total</b>	<b>\$34,835.18</b>	<b>\$110</b>	<b>\$34,945.18</b>
<b>Overhead &amp; Administration</b>	<b>\$12,171.41</b>	<b>\$38</b>	<b>\$12,209.85</b>
<b>Subcontracts: Construction</b>	<b>\$0</b>	<b>\$1,324,852</b>	<b>\$1,324,852</b>
<b>Subcontracts: Geotechnical</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subcontracts: Lighting/Electrical</b>	<b>\$9,993</b>	<b>\$0</b>	<b>\$9,993</b>
<b>Subcontracts: Environmental</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>
<b>Total Project Costs</b>	<b>\$60,000</b>	<b>\$1,325,000</b>	<b>\$1,385,000</b>

**Kahle Drive Complete Street**  
**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**  
 Prepared by: Nevada Tahoe Conservation District  
 February 23, 2023, 90% Level

Category Number	Kahle Complete Street Category	Total Base Cost	Percent of Project	Contingency (15%)	Total Base Bid with Contingency
0	Design and Permitting	\$133,985	NA	NA	\$133,985
1	Stormwater Improvements	\$993,515	37%	\$149,027	\$1,142,542
2	Utilities (not including stormwater)	\$539,250	20%	\$80,888	\$620,138
3	Roads	\$588,398	22%	\$88,260	\$676,657
4	Bicycle/Pedestrian	\$539,700	20%	\$80,955	\$620,654
<b>Total</b>		<b>\$2,660,862</b>	<b>100%</b>	<b>\$399,129</b>	<b>\$3,059,991</b>

**Summary of Existing Funding Available**

Entity	Match 1	Category	Grant Recipient
NV Energy	\$260,000.00	Utilities	Douglas County
Community Asst Funds	\$1,385,000.00	Any	Douglas County
Oliver Park GID	\$100,000.00	Any	NTCD
NDOT TAP	\$66,000.00	Bicycle/Ped	Douglas County
SNPLMA Funding	\$650,000.00	Stormwater	NTCD
NDSL Tahoe Bond	\$740,000.00	Stormwater	NTCD
<b>Total Funding</b>	<b>\$3,201,000.00</b>		



# Kahle Drive Complete Street

## ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Prepared by: Nevada Tahoe Conservation District

Date: March 16, 2022

Item Number	Work Description	Total Quantity	Unit Cost	Total Cost
1	Mobilization/De-Mobilization	1 LS	\$150,000.00	\$150,000.00
2	Traffic Control	1 LS	\$150,000.00	\$150,000.00
3	Temporary Erosion Control	1 LS	\$150,000.00	\$150,000.00
4	Remove and dispose of Existing Electrical and Dry Utility Poles	1 LS	\$20,000.00	\$20,000.00
5	Furnish and Install, including coordination, of Temporary Utility Facilities	1 LS	\$35,000.00	\$35,000.00
6	Furnish and Install Cable and Conduit for Dry Utility Services and Dismantling Temporary Facilities	2,400 LF	\$200.00	\$480,000.00
7	Adjust Valve Box to Grade, Complete in Place	20 EA	\$500.00	\$10,000.00
8	Adjust New or Existing Water Meter Box to Grade (Contingent Item), Complete in Place	30 EA	\$600.00	\$18,000.00
9	Adjust New and Existing Traffic Rated Water Meter Box to Grade, Complete in Place	5 EA	\$1,200.00	\$6,000.00
10	Furnish and Install 18" Storm Drain Pipe, Complete in Place	180 LF	\$90.00	\$16,200.00
11	Furnish and Install 24" Storm Drain Pipe, Complete in Place	100 LF	\$120.00	\$12,000.00
12	Paved access to Kahle Water Quality Basin, w/ maintained gate	1 LS	\$6,000.00	\$6,000.00
13	End of Kahle Storm Drain Retrofit, w/ Basin, RipRap, Outfall, Drop Inlets	1 LS	\$25,000.00	\$25,000.00
14	Remove and Replace SDMH with Fabricated Curb Inlet, contingent item, Complete in Place	5 EA	\$5,000.00	\$25,000.00
15	Install Modified Type 1 48" Storm Drain Manhole, Complete in Place	2 EA	\$4,500.00	\$9,000.00
16	Install Type 4R Catch Basin, Complete in Place	12 EA	\$4,000.00	\$48,000.00
17	Remove and Replace Type 1 L-Curb and Gutter for NDOT Type 6 Rolled Curb w/ Aggregate Base, Complete in Place	4,000 LF	\$34.00	\$136,000.00
18	Remove and Replace PCC Valley Gutter, Complete in Place	1,000 SF	\$15.00	\$15,000.00
19	Remove and Replace PCC Driveway Apron w/ Aggregate Base, Complete in Place	2,400 SF	\$14.00	\$33,600.00
20	Adjust SD Water Quality Vault to Grade, Complete in Place	2 EA	\$3,000.00	\$6,000.00
21	Adjust SS and SD Manhole to Grade, Complete in Place	10 EA	\$1,000.00	\$10,000.00
22	Adjust Existing Catch Basin or Drop Inlet to Grade, Complete in Place	10 EA	\$1,200.00	\$12,000.00
23	Paint Curb (Red), Complete in Place	200 LF	\$1.00	\$200.00
24	Removal and Disposal of Existing Pavement and Aggregate Base (HWY 50 Corridor)	1,500 SF	\$3.00	\$4,500.00
25	Pulverize Existing AC Pavement and Aggregate Base to a Depth of 10" and Removal to Roadbed Modified Grade	63,000 SF	\$1.00	\$63,000.00
26	Excavation to Road Finish Grade and disposal of Unsuitable Material	1,500 CY	\$15.00	\$22,500.00
27	Import of Unclassified Roadway Fill Material	2,050 CY	\$25.00	\$51,250.00
28	Placement and Compaction of Unclassified Roadway Fill, Complete in Place	3,500 CY	\$20.00	\$70,000.00
29	Install Geotextile (Mirafi 140N or Equal), Complete in Place	500 SY	\$13.00	\$6,500.00
30	Install Geogrid (Tensor BX 1100 or Equal) (Contingent Item), Complete in Place	500 SY	\$20.00	\$10,000.00
31	Place Five-inches (5") Type 2 PG 64-22 AC Pavement w/ 8" Type 2 Class B Aggregate Base, Complete in Place (Kahle Drive)	76,000 SF	\$8.00	\$608,000.00
32	Place Three-inches (3") Type 2 PG 64-22 AC Pavement Patch w/ 6" Type 2 Class B Aggregate Base, Complete in Place (Tie-In Collector)	2,500 SF	\$7.00	\$17,500.00
33	Install French Drain System	2,300 LF	\$80.00	\$184,000.00
34	Furnish and Install New Signs w/ Base, Anchor and Post, Complete in Place	8 EA	\$800.00	\$6,400.00
35	Re-Locate, Furnish and Install New Base, Anchor and Post, Complete in Place	10 EA	\$500.00	\$5,000.00
36	Furnish and Install New Street Name Signs, Complete in Place	4 EA	\$500.00	\$2,000.00
37	Furnish and Install New 15 MPH Advisory Sign, Complete in Place	1 EA	\$500.00	\$500.00
38	Miscellaneous Marker Signs, Complete in Place	4 EA	\$500.00	\$2,000.00
39	Furnish and Install New Dead End Sign (W14-1), Complete in Place	1 EA	\$400.00	\$400.00
40	Reconstruct Survey Monument to Grade, Complete in Place	4 EA	\$1,000.00	\$4,000.00
41	Install PCC Sidewalk w/ Aggregate Base, Complete in Place	7,200 SF	\$15.00	\$108,000.00
42	Install Class 1 Bike Trail segment, Complete in Place	7,500 SF	\$12.00	\$90,000.00
43	Remove Existing Sidewalk Crossing, Replace w/ PCC Pedestrian Access Ramp w/ Aggregate Base, Complete in Place	6 EA	\$3,000.00	\$18,000.00
44	Twenty Four-inch (24") White Retro reflective Thermoplastic Crosswalk Striping (Longitudinal), Complete in Place	1 EA	\$2,000.00	\$2,000.00
45	Twelve-inch (12") White Retro reflective Preformed Thermoplastic Stop Bar Markings, Complete in Place	4 EA	\$650.00	\$2,600.00
46	Twenty Four-inch (24") White Retro reflective Preformed Thermoplastic Stop Bar Markings, Complete in Place	4 EA	\$353.00	\$1,412.00
47	White Reflective Thermoplastic Yield Line Markings, Complete in Place	1 EA	\$400.00	\$400.00
48	Four-inch (4") Solid Yellow Paint Pavement Marking, Complete in Place	1,400 LF	\$2.00	\$2,800.00
49	Four-inch (4") Double Solid Yellow Paint Pavement Marking, Complete in Place	500 LF	\$2.00	\$1,000.00
50	Four-inch (4") Broken Yellow Paint Pavement Marking, Complete in Place	1,400 LF	\$1.50	\$2,100.00
51	Pavement Marking (Thermoplastic) - "STOP", Complete in Place	10 EA	\$200.00	\$2,000.00
<b>Total Base Bid Construction Cost</b>				<b>\$2,660,862.00</b>

**15% Contingency**  
**BASE BID CONSTRUCTION GRAND TOTAL**

**\$399,129**  
**\$3,059,991**

COPY

Douglas County, State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12<sup>th</sup> day of April, 20 24

By Janice Balala Deputy