

TAHOE TRANSPORTATION DISTRICT
128 MARKET STREET, SUITE 3-F
STATELINE, NEVADA

NOTICE TO BIDDERS

ADDENDUM #2
SR 28 NORTH PARKING PROJECT

PWP Project Number: PWP-WA-2026-006
FHWA Project Number: TAP-0028-(340)
NDOT EA Number: 74467

December 23, 2025

Addendum #2

Please make the following additions/changes to the above referenced project:

Page Number	Article/Section	Revisions
CON-1 to CON-16	Section II, Contract Section II, Contract Attachment A	Added Article 21, Choice of Law and Venue. Added indemnification language. Revised minimum insurance requirements. Removed Waiver of Rights paragraph B and C.
N/A	TRPA Permit	Included as additional informational document

Bidders are instructed to list this **Addendum #2** in the space provided.

Approved:

Jim Marino
Executive Director
Tahoe Transportation District

CONTRACT
BETWEEN
THE TAHOE TRANSPORTATION DISTRICT
AND

This Contract, made this _____ day of _____, 2026, by and between the Tahoe Transportation District (hereinafter “TTD”) and _____ (hereinafter “CONTRACTOR”).

WITNESSETH:

That TTD and CONTRACTOR, for the consideration hereinafter set forth, agree as follows:

Article 1. Scope of Work. CONTRACTOR shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications, entitled “SR 28 NORTH PARKING PROJECT,” prepared by Wood Rodgers, Inc. in a professional manner, and as may be required by the documents identified in Article 8 of this Contract.

Article 2. Notice to Proceed, Time of Completion, Liquidated Damages. CONTRACTOR shall not commence work, nor incur any expense therewith, before receiving notification to proceed with the work. The work to be performed under this Contract shall commence within five (5) calendar days of the commencement date set forth in the Notice to Proceed.

The following performance periods shall apply:

- [A] The work, including any or all alternates and options identified in Article 9, shall be substantially complete not later than sixty (60) working days after the commencement date set forth in the Notice to Proceed. The work shall be completed by CONTRACTOR and accepted by TTD within fourteen (14) calendar days following the end of the period established for substantial completion or the date upon which substantial completion is actually achieved, whichever occurs later.
- [B] Unless otherwise directed or approved by TTD’s Project Manager, all work shall be accomplished during Normal Working Hours that are defined as being from 8:00 a.m. to 6:30 p.m., Monday through Friday. CONTRACTOR shall not perform any work within signalized intersections on weekdays from 7:00 a.m. to 9:00 a.m. or 4:00 p.m. to 6:00 p.m.
- [C] Time is of the essence! If CONTRACTOR refuses or fails to complete the work called for under the Contract within the performance periods specified, including authorized extensions, it is agreed by the parties to the Contract that damages will be sustained by TTD. It is further agreed that if the work is not completed timely as provided herein, it will be impractical to determine accurately the total damages which TTD will sustain by reason of such delay. Accordingly, CONTRACTOR agrees that ‘liquidated damages’ may be assessed as provided in Section 1.22 — “Failure To Complete Work In Time Agreed Upon” of the Supplemental General Provisions, in the following amounts:

- (1) Three Thousand Dollars (\$3,000) liquidated damages for each and every calendar day of delay beyond the performance periods specified in Article 2[A].
- (2) Five Hundred Dollars (\$500) liquidated damages for each hour or portion of an hour work is performed outside of Normal Working Hours as defined in Article 2[C].
- (3) Five Hundred Dollars (\$500) liquidated damages for each hour or portion of an hour work is performed within signalized intersections during the periods excluded by Article 2[C].
- (4) Two Hundred Fifty Dollars (\$250) liquidated damages assessed after the first thirty minutes and thereafter, any portion of fifteen minute interval the traffic control does not conform to the Special Provisions, Section 1.03.

For purposes of assessing liquidated damages, TTD's Project Manager shall be the final authority. TTD's Project Manager shall be guided by principles of fairness and the efforts of CONTRACTOR to comply with the time constraints specified herein. Accordingly, TTD's Project Manager may determine that minor variances to the performance period specified in Article 2[B] do not warrant imposition of liquidated damages. However, any work commenced more than thirty (30) minutes prior to a stated commencement time or continuing more than thirty (30) minutes beyond the scheduled "stop" time without prior written authorization from TTD's Project Manager shall require imposition of liquidated damages pursuant to the Contract documents.

Any combination of multiple Liquidated Damages as prescribed by Articles 2[C](1.) and 2[C](2.) may be assessed, but shall not be assessed concurrently. If CONTRACTOR is in violation of more than one (1) of the performance periods of Article 2 concurrently, only the higher rate shall be assessed. In addition, however, TTD shall have the right to charge CONTRACTOR, its successors, assigns, or surety, actual costs of engineering, inspection, supervision and other expenses, including overhead and legal fees, incurred by TTD which directly result from CONTRACTOR's failure to properly perform in accordance with the terms of this Contract. Said sums may be withheld from final payment.

Article 3. The Contract Sum. TTD shall pay CONTRACTOR, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Plans and Specifications and to the satisfaction of TTD, amounts as set forth in CONTRACTOR's Bid Proposal. The bid proposal of \$_____ includes all work and materials to perform the basic scope of work as defined in Article 1 and all alternates and options selected by TTD and defined in Article 9. The Contract sum total is to be paid based upon the Design Engineer's estimated quantities multiplied by the unit prices as specified in the Bid, unless otherwise stated in the Bid Item Clarifications.

Article 4. Progress Payments. Except as otherwise authorized by Nevada Revised Statute (NRS) 338.525, progress payments will be made by TTD once each month based upon a progress invoice submitted by CONTRACTOR and satisfactory to TTD. The progress invoice shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. TTD shall make payment within thirty (30) calendar days of receipt of a satisfactory progress invoice. Five percent (5%) of the amount billed will be deducted and retained by TTD until after fifty percent (50%) of the work has been completed in an acceptable manner. At that time TTD may, at its discretion, pay any of the remaining progress payments without withholding additional money if, in the opinion of TTD, satisfactory progress is being made in the work.

TTD will pay to CONTRACTOR, at the end of each quarter, interest earned on the amount withheld under the Contract during the quarter as provided for in Section 6 of NRS 338.515. Pursuant to NRS 338.550, CONTRACTOR shall, within ten (10) calendar days after receipt of the money, pay to each Subcontractor or

supplier that portion of the interest in direct proportion to the Subcontractor's basis in the progress bill or retainage and any accrued interest thereon.

No interest will be paid on funds withheld for defective work not remedied, on funds held as a result of third party claims for failure to make proper payments to Subcontractors for labor, materials or equipment, or for work, materials or equipment still to be furnished or installed.

No monies payable under this Contract may be assigned by CONTRACTOR except upon written consent of TTD.

Article 5. Payment to Subcontractors. The CONTRACTOR shall maintain records and documents of payments to Subcontractors for three (3) years following the final inspection and acceptance of the Contract. These records must be available for inspection upon request by any authorized representative of TTD, NDOT or FHWA. This requirement also extends to any Subcontractor.

Report payments made to each Subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that Subcontractors report their payments to lower-tier Subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime CONTRACTOR shall pay each Subcontractor for satisfactory performance of the subcontractor's contract no later than 10 days from the receipt of each payment the prime CONTRACTOR receives from TTD. The prime CONTRACTOR agrees further to return retainage payments to each Subcontractor within ten (10) days after the Subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the Subcontractor's scope of work as described in the Contract Documents; (b) Receipt of payment for Subcontractor's scope of work; (c) Release of claims from Subcontractor's laborers, material and equipment suppliers, and lower tier Subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

TTD will also review payments to DBE/SBE Subcontractors to ensure that the actual amount paid to Subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

TTD will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

TTD will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the CONTRACTOR in connection with the Subcontractor information or payments.

Article 6. Acceptance and Final Payment. As soon as practical following completion of the work, CONTRACTOR shall make a written request to TTD for final inspection and acceptance of the work. Except with respect to payments withheld from a progress payment or retainage reasonably sufficient to pay the expenses TTD expects to incur as a result of the failure of CONTRACTOR to comply with the Contract, applicable billing code, law or regulation, the remaining balance shall be paid within thirty (30) calendar days of:

- [A] The occurrence of one (1) or more of the conditions of NRS 338.520; or
- [B] CONTRACTOR submits evidence satisfactory to TTD that all payrolls, bills for materials, interest or retention and all other indebtedness connected with the work have been paid, or
- [C] No claims, liens or outstanding debts have been filed against the work in response to any 'Notice of Completion' which TTD may file with the County Recorder. In the event any claims, liens or outstanding debts are filed against the work, the parties agree that TTD may continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

Article 7. Affirmative Action and Non-Discrimination 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 or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Additional Affirmative Action and Non-Discrimination requirements are set forth in the following attachments:

- Attachment C.1 (Form 1273 Required Contract Provisions, Federal-Aid Construction Contracts)
- Attachment C.5 (Standard Federal Equal Employment Opportunity Construction Contract Specifications [Executive Order 11246])
- Attachment C.6 (Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity [Executive Order 11246])
- Attachment C.7 (Additional Contract Provisions Equal Employment Opportunity Training Special Provisions)

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

Any violation of such provision by CONTRACTOR shall constitute a material breach of Contract.

Article 8. The Contract Documents. The Instructions to Bidders, Bid Proposal, the NDOT Standard Specifications for Road and Bridge Construction, 2014 Edition (hereinafter designated "Standard Specifications"), except as modified within the Special Technical Specifications, the NDOT Standard Details for Road and Bridge Construction, 2024 Edition (hereinafter designated "Standard Details"), except as modified by the drawings, Special Provisions, Supplemental General Provisions, Special Technical Specifications, Bid Item Clarification, and Drawings, including any amendments or addenda to all these aforementioned documents, together with this document form the Contract, and they are as fully a part of the Contract as if attached or incorporated herein.

Article 9. Selected Alternatives and Options. The following alternatives have been identified in this Contract.

- Bid Alternate 1: Improvements between approximate stations "X2" 522+70 to 524+50, LT.

- Bid Alternate 2: Improvements between approximate stations “X2” 582+00 to 583+38, RT.

Article 10. No Third Party Beneficiary. This agreement and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Contract. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

Article 11. Not Used.

Article 12. Wages and Conditions of Employment. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the Contract) by the CONTRACTOR with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the Contract by Subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the Contract Documents in Attachment F (Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates). Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to TTD, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the CONTRACTOR and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the CONTRACTOR or the CONTRACTOR’s agents. Material sources controlled by the Local Agency and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The “Davis-Bacon Wage Determinations for Highway Construction Projects” and the Nevada Labor Commissioner prevailing wage rates for public works contracts apply to the Project. The wage rate and fringe benefits listed in the “Davis-Bacon Wage Determinations for Highway Construction Projects” shall be paid

unless a higher wage rate and fringe benefits is listed by the Nevada Labor Commissioner, in which case, the higher wage rate and fringe benefits shall be paid (see NRS 338.020 to 338.090, inclusive). The Davis-Bacon wage rates and Nevada prevailing wage rates are attached as Attachment F (Davis-Bacon Wage Rates and Nevada Prevailing Wage Rates).

In addition to the requirements set out in Section 110 — “Wages and Conditions of Employment” of the Standard Specifications, the CONTRACTOR shall abide by the Nevada Revised Statutes (NRS) 338. The CONTRACTOR’s attention is specifically directed to the reporting requirements stipulated under NRS 338.070 and the consequences of violating prevailing wage payments or reporting requirements stipulated under NRS 338.060.

Pursuant to NRS 338.060, the Nevada legislature has adopted certain penalties if workers on public work projects are paid less than the designated prevailing wage rate. The provisions of NRS 338.060 are incorporated herein by this reference. The CONTRACTOR agrees to comply with the provisions of NRS 338.060 and CONTRACTOR’s failure to comply with the provisions of NRS 338.060 shall have the effects set forth in NRS 338.060. It shall be the CONTRACTOR’s responsibility to comply with and ensure compliance by all Subcontractors (at ALL tiers) with, these provisions.

The CONTRACTOR and Subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this Contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically into TTD’s contracted payroll tracking system “LCPtracker” on a weekly basis. This requirement will apply to every lower tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive and the applicable parts of 29 CFR. Annual access fees, options for interface software, and training to utilize the system are available on LCPtracker websites. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

CONTRACTOR and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor commission documentation. It shall be CONTRACTOR’s responsibility to comply with and ensure compliance by all subcontractors to these provisions.

CONTRACTOR shall also provide a “Weekly Subcontractor Report” listing all Subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically into LCPtracker. An electronic copy of the “Weekly Subcontractor Report” in Microsoft Excel can be obtained from TTD’s project manager.

Pay an annual LCP Tracker Access Fee of \$1,100.00 for contracts bid up to \$5 Million, an annual fee of \$1,800.00 for contracts bid over \$5 Million up to \$10 Million, an annual fee of \$2,900.00 for contracts bid over \$10 Million up to \$25 Million, and an annual fee of \$5,800.00 for contracts bid over \$25 Million up to \$100 Million.

See the provisions and requirements of the following:

- (a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
- (b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.

- (c) Unemployment Compensation Law—NRS Chapter 612.
- (d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
- (e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
- (f) Work Hours Act of 1962.
- (g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the CONTRACTOR.
- (h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

Article 13. Apprenticeship Utilization Act. CONTRACTOR is required to comply with the Apprenticeship Utilization Act, as amended by Senate Bill 82 in the 2023 82nd Nevada Legislative Session. For information regarding the Apprenticeship Utilization Act, please contact the Nevada Labor Commissioner or visit its website at <http://labor.nv.gov/>

Article 14. Insurance. CONTRACTOR shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to TTD that all insurance requirements have been met.

In conjunction with the performance of the work required by the terms of this Contract, CONTRACTOR shall obtain all types of amounts of insurance set forth in Attachment A, and shall comply with all provisions set forth therein.

Article 15. Indemnification and Hold Harmless. CONTRACTOR's obligation under this provision is set forth in Attachment A, and shall comply with all provisions set forth therein.

Article 16. Miscellaneous Provisions. Pursuant to NRS 338.125(2), 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 expression, 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.

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

Pursuant to NRS 338.130, the Nevada legislature has adopted certain preferential hiring practices in relation to contracts for the construction of public works. The provisions of NRS 338.130 are incorporated herein by this reference. CONTRACTOR agrees to comply with the provisions of NRS 338.130 and CONTRACTOR's failure to comply with the provisions of NRS 338.130 shall have the effects set forth in NRS 338.130.

Article 18. Subletting of Contract. CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof or right, title or interest therein, without prior written consent of TTD and of the surety. The Subcontractor or assignee shall not have any claim against TTD by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the Contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the CONTRACTOR of his liability under the Contract and bonds. Without exception and before the performance of any work by a Subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the CONTRACTOR and the Subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

(a) The type, amount, and price for partial items of work must be clearly indicated.

The Subcontractors shall not begin work on the Contract until after these documents have been reviewed and approved.

See Title 29, Code of Federal Regulations, Part 1926.

According to NRS 338.141, do not substitute any person for a Subcontractor who is named in the bid, unless:

(a) TTD objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the change; or

(b) The substitution is approved by TTD and:

1. The named Subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the CONTRACTOR which was offered to the Subcontractor with the same terms that all other Subcontractors on the project were offered;

2. The named Subcontractor files for bankruptcy or becomes insolvent; or

3. The named Subcontractor fails or refuses to perform his subcontract within a reasonable time. Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.

Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the Contract except as follows:

(a) If electing to furnish materials for work to be performed by an approved Subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

(b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions.

The Contract amount bid for “Specialty Items” so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the CONTRACTOR.

TTD and the CONTRACTOR will not recognize any Subcontractor on the work as a party to the Contract. Nothing contained in any subcontract shall create any contractual relation between the Subcontractor and the Local Agency. The CONTRACTOR will be held solely responsible for the progress of the work according to the progress required.

CONTRACTOR shall insert in each subcontract all of the following contract provisions, copies of which are contained in the Contract documents:

- (a) LABOR PROVISIONS: The “DESIGNATED HOURLY MINIMUM WAGE RATES” supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada. (Attachment F)
- (b) FORM FHWA-1273: The “REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)” (Attachment C.1), “Appendix A of Department of Transportation Order 1050.2A” (Attachment C.2) and “Appendix E of Department of Transportation Order 1050.2A (Attachment C.3)
- (c) The “ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS.” (Attachment C.4)
- (d) The “STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).” (Attachment C.5)
- (e) The “ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions.” (Attachment C.7)
- (f) The certification on “RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS.” (See form in Instructions to Bidders)
- (g) The “AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 — SUSPENSION AND DEBARMENT” (See form in Instructions to Bidders)

CONTRACTOR shall insert the following *statements* in each subcontract:

*“NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT
LABOR PROVISIONS”*

“In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder.”

Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation".

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964, " a pertinent portion is as follows:

"In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship."

"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each Subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause. "

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the Subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities " in the subcontract or material supply agreement. This certification provides that the Subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the Subcontractor or material supplier will not maintain such segregated facilities. "

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$ 10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause. "

CONTRACTOR shall also insert in each subcontract agreement, a clause requiring Subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 30% of the value of the work be performed by the CONTRACTOR with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Article 19. Buy America and Build America, Buy America Requirements. The CONTRACTOR shall comply with the Buy America and Build America, Buy America provisions set forth in Attachment D (Buy America and Buy America Build America [BABA] Requirements).

Article 20. Occupational Safety & Health Administration (OSHA) / Safety Data Sheets (SDS). In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) CONTRACTOR is required to provide current Safety Data Sheets (SDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the CONTRACTOR in this Contract. It will be CONTRACTOR's responsibility to submit a list of all hazardous chemicals to be used on this Contract seven (7) days in advance of the preconstruction conference. SDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An SDS shall be submitted prior to use of the hazardous chemical on the Contract, for any additional hazardous material not covered by the original list.

Article 21. Choice of Law and Venue. This Contract and the Contract Documents shall be deemed to have been entered into in Washoe County, State of Nevada, and governed in all respects by Nevada law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Washoe, Nevada.

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

TAHOE TRANSPORTATION DISTRICT

By: _____
Jim Marino, Executive Director

[CONTRACTOR NAME]

By: _____
[CONTRACTOR representative name & title]

ATTACHMENT A
INDEMNIFICATION & INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION

CONTRACTOR's Defense and Indemnification Obligation.

- A. OWNER and each of its officers, employees, consultants and agents including, without limitation, the Board, Project Manager, ENGINEER and each OWNER's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and CONTRACTOR releases all of the foregoing persons and entities from any and all such claims.
- B. To the furthest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless, OWNER and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, Project Manager and each OWNER's Representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of CONTRACTOR, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from OWNER's sole negligence, willful misconduct, or active negligence.
- C. With respect to third-party claims against CONTRACTOR, CONTRACTOR waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against OWNER and each of its officers, officials, employees, consultants and agents including, without limitation, OWNER, the governing board, Project Manager and each OWNER's Representative. OWNER shall provide timely notice to CONTRACTOR of any third-party claim relating to the Contract Documents.
- D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its Subcontractors of any tier, or the officers or agents of any of them.
- E. To the furthest extent permitted by law, the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If CONTRACTOR fails to perform any of these defense or indemnity obligations, OWNER may in its discretion back charge CONTRACTOR for OWNER's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

CONTRACTOR's Liability Insurance

- A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or

Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- 1) Claims under worker's compensation, disability benefits, and other similar employee benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
- 5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
- 6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph to be purchased and maintained shall:

- 1) With respect to insurance required by this Contract, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2) Provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Liability: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Automobile Liability: \$1,000,000 Each Occurrence

Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Pollution Liability: \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate
- 3) Include completed operations insurance;
- 4) Include contractual liability insurance covering CONTRACTOR's indemnity obligations;
- 5) Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR will so provide);

6) Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work; and

7) With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

- C. CONTRACTOR agrees to maintain required workers compensation coverage throughout the entire term of the contract. If CONTRACTOR does not maintain coverage throughout the entire term of the contract, CONTRACTOR agrees that OWNER may, at any time the coverage is not maintained by CONTRACTOR, order the CONTRACTOR to stop work, suspend the contract, or terminate the contract. CONTRACTOR further agrees, if applicable (and CONTRACTOR bears the sole responsibility for producing proof satisfactory to the OWNER that these provisions are not applicable to CONTRACTOR), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the OWNER to make any payment under this contract to provide the OWNER with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the CONTRACTOR has complied with the provisions of chapters 616A to 626D of NRS.

OWNER's Liability Insurance

- A. In addition to the insurance required to be provided by CONTRACTOR, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER'S own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

- A. CONTRACTOR must purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost of the Work. This insurance shall:
- 1) Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - 2) Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and any other perils or causes of loss that may be specifically required by the Supplementary Conditions.
 - 3) Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4) Cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that the materials and equipment have been included in an application for payment recommended by ENGINEER; and

- 5) Allow for partial utilization of the Work by OWNER;
 - 6) Include testing and startup; and
 - 7) Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. CONTRACTOR shall be responsible for any deductible or self-insured retention. The risk of loss within the identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions.
- C. All the policies of insurance (and the certificates or other evidence of the policy) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with this Contract.

Waiver of Rights

- A. OWNER and CONTRACTOR intend that all policies purchased in accordance with this Contract will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered by the policy. All policies must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

Acceptance of Bonds and Insurance; Option to Replace

- A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by this Contract. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract

Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization, Acknowledgment of Property Insurer

- A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work , no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

PROJECT DESCRIPTION: State Rout 28 North Parking Project

ASSESSOR PARCEL NUMBER(S): Nevada Department of Transportation Right-of-Way, 540-201-00

TRPA FILE #: EIPC2025-0016

PERMITTEE(S): Nevada Department of Transportation COUNTY/LOCATION: Douglas County, Nevada

Having made the findings required by Agency ordinances and rules, TRPA approved the project on December 4, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit. This permit shall expire on December 4, 2028, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO DEMOLITION, TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.



TRPA Executive Director/Designee

12/18/2025

Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I understand that it is my sole responsibility to obtain all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____

EIP # 3.02.02.0098
FILE NO. EIPC2025-0016

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This permit authorizes the construction of the State Route 28 North Parking Expansion Project. The project will be construed in 2026. The project will construct 30 parking spaces north of the existing Tahoe East Shore Trailhead. The project also includes a pedestrian path from the new parking area to the existing parking lots and Tahoe East Shore Trailhead, extension of the existing guardrail at Rocky Point to remove current shoulder parking and install stormwater improvements, address erosion and signage at Sunset Vista pullout. The improvements are within the Nevada Department of Transportation Right of Way and planned to be constructed in 2026.
2. The standard conditions listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement submit the following items for TRPA review and approval:
 - A. An Electronic set of the 100% plans.
 - B. The final project specifications
4. A TRPA pregrade inspection is required prior to any grading activities onsite. Contact TRPA at least 72 hours prior to the start of construction to schedule the pregrade inspection.
5. Prior to the first pregrade inspection submit a construction schedule.
6. Prior to the first pregrade inspection submit the Maintenance Responsibilities Chart and Plan to identify responsibilities for capital improvements and annual infrastructure operations and maintenance and identify funding needs and resources. [Maintenance-Responsibilities-Chart-and-Plan.pdf \(trpa.gov\)](#).
7. The project will create 9069 square feet of coverage in the Nevada Department of Transportation right of way. The coverage will be transferred from the Nevada Department of Transportation banked coverage.

8. An EIP Project sign shall be designed and installed prior to the start of construction. The application shall work with TRPA on the final design of the sign.
9. Only the trees identified on the TRPA stamped plan set are approved for removal. Any additional trees over 14 inches diameter at breast height require TRPA approval prior to removal.
10. All staging areas need to be approved prior to mobilization. If staging is proposed off-pavement a restoration plan shall be submitted with the staging area request.
11. The permittee shall coordinate with local emergency response agencies to ensure project does not impair emergency evacuation.
12. Temporary BMPs shall be installed prior to any grading activities per the approved plans. The BMPs shall limit the construction disturbance zone, protect vegetation, control dust, and provide sediment and erosion control during construction.
13. All permanent BMPs shall be maintained throughout the life of the project to ensure they function as designed to treat stormwater runoff from the parking lot.
14. All materials not to be re-used on site shall be hauled outside of the Tahoe Basin or to a location approved by TRPA.
15. All above ground surfaces shall be non-glare and an approved TRPA color.
16. The signs shall be consistent with the North Demonstration Parking project.
17. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
18. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.
19. The permittee shall contact TRPA for a final inspection at the conclusion of the project to verify that all conditions of the permit have been met and the project was implemented per the TRPA approved Plans.
20. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity

obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over this settlement, compromise or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT

FINDING OF NO SIGNIFICANT EFFECT

PROJECT DESCRIPTION: SR 28 Spooner Mobility Hub and Aquatic Invasive Species Inspection Station

ASSESSOR PARCEL NUMBER(S): 1418-00-001-005

TRPA FILE #: EIPC2025-0018

PERMITTEE(S): Nevada Department of Transportation COUNTY/LOCATION: Douglas County, Nevada

Staff Analysis: In accordance with Article IV of the Tahoe Regional Planning Compact, as amended, and Section 6.3 of the TRPA Rules and Regulations of Practice and Procedure, the TRPA staff has reviewed the information submitted with the subject project. On the basis of this initial environmental evaluation, Agency staff has found that the subject project will not have a significant effect on the environment.

Determination: Based on the above-stated finding, the subject project is conditionally exempt from the requirement to prepare an Environmental Impact Statement. The conditions of this exemption are the conditions of permit approval.



August 27, 2025

TRPA Chairman or Executive Director

Date

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