



## NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

**Day:** Wednesday  
**Date:** February 13, 2019  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

**AGENDA NOTES:** The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

**2. AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**3. DISCLOSURES:** Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures must also be made at such time the specific agenda item is introduced.

**4. PUBLIC COMMENT:** Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

## 5. APPROVAL OF MINUTES:

**5-A (For Possible Action)** To approve the January 9, 2019 draft minutes.

## 6. PUBLIC MEETING ITEM(S):

**6-A (For Possible Action)** To approve Contract No. 1819-128 JAC Transit Development and Coordinated Plan services between Carson City and LSC Transportation Consultants, Inc. for a total not to exceed amount of \$86,470 to be funded from the CAMPO/Unified Planning Work Program (UPWP) account.

**Staff Summary:** Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Qualifications (RFQ) for qualified firms to submit proposals for FY 2019 Transit Development and Coordinated Plan services on November 12, 2018. Contract No. 1819-128 satisfies the activities described within Task 3.2 Transit Planning of CAMPO's 2019/2020 Unified Planning Work Program (UPWP).

**6-B (For Information Only)** To present the Safe Routes to School Action Plan for the Western Nevada Safe Routes to School program.

**Staff Summary:** The Western Nevada Safe Routes to School (WN-SRTS) Action Plan was introduced in 2018, and has been refined through collaboration with the Nevada Department of Transportation, member schools districts, and participating law enforcement agencies. This plan outlines strategies and actions to improve school traffic safety in our communities.

**6-C (For Possible Action)** To approve the pursuit of a Community Development Block Grant (CDBG) application to be submitted by the Public Works Department for ADA sidewalk improvements along Airport Road.

**Staff Summary:** Public Works staff is preparing a 2019 application for CDBG funds for ADA improvements along Airport Road, in the vicinity north of U.S. 50, to add and replace sidewalk and curb ramps to improve safety and ADA compliance. If this grant application is selected by a reviewing committee, the Board of Supervisors will be asked to approve this and other CDBG grant applications in April.

## 7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

- 7-A Transportation Manager's Report
- 7-B Street Operations Activity Report
- 7-C Project Status Report
- 7-D Future Agenda Items

**8. BOARD COMMENTS (For Information Only):** Status reports and comments from the members of the RTC Board.

**9. The Next Meeting is Tentatively Scheduled:** 4:30 p.m., Wednesday, March 13, 2019, at the Sierra Room - Community Center, 851 East William Street.

**10. PUBLIC COMMENT:** Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**11. ADJOURNMENT (For Possible Action)**

This agenda has been posted at the following locations on Thursday, February 7, 2019, before 5:00 p.m.:

City Hall, 201 North Carson Street  
Community Center, Sierra Room, 851 East William Street  
Carson City Library, Carson City Library, 900 North Roop Street  
Carson City Public Works, 3505 Butti Way  
Carson City Planning Division, 108 E. Proctor Street  
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City  
City Website: [www.carson.org/agendas](http://www.carson.org/agendas)  
State Website: <https://notice.nv.gov>

**This page intentionally left blank.**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the January 9, 2019 Meeting**

**Page 1**

**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, January 9, 2019 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
Vice Chairperson Mark Kimbrough  
Commissioner Lori Bagwell  
Commissioner Chas Macquarie  
Commissioner Greg Stedfield

**STAFF:** Lucia Maloney, Transportation Manager  
Dirk Goering, Senior Transportation Planner  
Karissa Moffett, Bicycle and Pedestrian Coordinator  
Rick Cooley, Operations Manager  
Todd Reese, Deputy District Attorney  
Kathleen King, Chief Deputy Clerk

**NOTE:** A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:46:12)** - Chairperson Bonkowski called the meeting to order at 4:46 p.m. Ms. King called the roll; a quorum was present. Vice Chairperson Bagwell arrived at 5:18 p.m.

**2. AGENDA MANAGEMENT NOTICE (4:46:42)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

**3. DISCLOSURES (4:46:51)** - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

**4. PUBLIC COMMENT (4:46:58)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**5. POSSIBLE ACTION ON APPROVAL OF MINUTES - November 14, 2018 (4:47:10)** - Chairperson Bonkowski introduced this item, and entertained a motion. **Commissioner Stedfield moved to approve the minutes with a correction to the date line on the last page. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

**6. PUBLIC MEETING ITEMS:**

**6(A) POSSIBLE ACTION TO NOMINATE AND ELECT A CHAIRPERSON AND VICE CHAIRPERSON FOR THE CARSON CITY RTC FOR A ONE-YEAR TERM (4:47:39)** - Chairperson Bonkowski introduced this item, and entertained nominations. **Commissioner Kimbrough**

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the January 9, 2019 Meeting**

**Page 2**

**DRAFT**

**nominated Brad Bonkowski as chair of the RTC for a one-year term.** Chairperson Bonkowski entertained additional nominations and, when none were forthcoming, called for a vote. **Nomination carried 4-0.**

Chairperson-elect Bonkowski entertained nominations for vice chair. **Commissioner Macquarie nominated Mark Kimbrough as vice chair.** Chairperson-elect Bonkowski entertained additional nominations and, when none were forthcoming, called for a vote on the pending nomination. **Nomination carried 4-0.**

**6(B) POSSIBLE ACTION TO APPROVE COOPERATIVE AGREEMENT P714-18-063, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION, THAT CANCELS PRIOR AGREEMENT PR634-17-063 AND REPLACES IT WITH THIS AGREEMENT USING STATE FUNDS FOR COMPLETE STREETS IMPROVEMENTS ALONG SOUTH CARSON STREET, FROM ROLAND STREET TO FIFTH STREET (4:48:48)** - Chairperson Bonkowski introduced this item. Ms. Maloney presented the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. **Commissioner Stedfield moved to approve Cooperative Agreement P714-18-063, between the Carson City RTC and the Nevada Department of Transportation. Vice Chairperson Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

**6(C) INFORMATION ONLY TO PROVIDE A STAFF UPDATE ON SEASONAL STREET MAINTENANCE ACTIVITIES (4:51:46)** - Chairperson Bonkowski introduced this item. Public Works Operations Manager Rick Cooley reported on tree pruning, leaf and gutter maintenance, and snow removal in residential areas. Mr. Cooley responded to questions of clarification throughout his presentation. Each of the commissioners commended the snow plowing done by City crews. Chairperson Bonkowski thanked Mr. Cooley for his presentation.

**7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**

**7(A) TRANSPORTATION MANAGER'S REPORT (5:09:29)** - Chairperson Bonkowski introduced this item. Ms. Maloney advised of having distributed informational materials on the City's bronze-level status as a Bicycle Friendly Community, and she reviewed the same. Ms. Maloney reported that Transit Coordinator Graham Dollarhide has accepted a position at the Nevada Department of Transportation as the Statewide Transit Program Manager. Ms. Maloney expressed appreciation for Mr. Dollarhide's contributions to the City's transit program over the past five years. Ms. Maloney further reported that staff is opening a UPWP Amendment tomorrow for a 30-day public comment period, from January 10<sup>th</sup> through February 10<sup>th</sup>. "The amendment will shift some funds around to really aggregate funding for the transit development and coordinated plans ... mentioned during the CAMPO meeting. That amendment will be posted on the website and in various locations. It'll be in the *Nevada Appeal*. Comments are welcome at the Public Works Department office or on the CAMPO website." Chairperson Bonkowski entertained questions or comments of the commissioners; however, none were forthcoming.

**7(B) STREET OPERATIONS ACTIVITY REPORT (5:12:09)** - Chairperson Bonkowski introduced this item. Ms. Maloney referred to Mr. Cooley's report, under item 6(C), and to the agenda materials. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the January 9, 2019 Meeting**

**Page 3**

**DRAFT**

**7(C) PROJECT STATUS REPORT (5:12:46)** - Chairperson Bonkowski introduced this item, and Ms. Maloney presented the report which was included in the agenda materials. [Commissioner Bagwell arrived at 5:18 p.m.] Ms. Maloney responded to questions of clarification regarding the development agreement between the City and Cinderlite relative to Goni Road. At Chairperson Bonkowski's request, Ms. Maloney offered to check into details of the agreement provisions. Ms. Maloney responded to additional questions regarding the District 1 Street Lighting Project and the Linear Ditch Bike Path. (5:20:20) Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

**7(D) FUTURE AGENDA ITEMS (5:20:24)** - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the tentative agenda for the February commission meeting. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

**8. COMMISSIONER COMMENTS (5:19:42)** - Vice Chairperson Kimbrough thanked Mr. Dollarhide for his service to the City. Mr. Dollarhide thanked the commission, and expressed appreciation for the opportunity to have served as the City's Transit Coordinator. Chairperson Bonkowski echoed Vice Chairperson Kimbrough's comments, and wished Mr. Dollarhide well in his new endeavors. (5:21:17) Chairperson Bonkowski entertained additional commissioner comments. Vice Chairperson Kimbrough commended Ms. Maloney on a recent presentation to the Planning Commission regarding the Regional Transportation Commission and CAMPO. Vice Chairperson Kimbrough suggested that the CAMPO and RTC could likely benefit from the presentation as well. Ms. Maloney agreed to agendize the presentation for a future meeting.

**9. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY, FEBRUARY 13, 2019 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET (5:22:18)** - Chairperson Bonkowski read this information into the record.

**10. PUBLIC COMMENT (5:22:29)** - Chairperson Bonkowski entertained public comment. NDOT Federal Programs Manager Lewis Lem suggested agendizing a presentation regarding public transportation planning projects for a future meeting. Chairperson Bonkowski entertained additional public comment; however, none was forthcoming.

**11. ACTION ON ADJOURNMENT (5:23:21)** - Chairperson Bonkowski entertained a motion to adjourn, and **Vice Chairperson Kimbrough so moved.** Chairperson Bonkowski adjourned the meeting at 5:23 p.m.

The Minutes of the January 9, 2019 Carson City Regional Transportation Commission meeting are so approved this \_\_\_\_ day of February, 2019.

---

BRAD BONKOWSKI, Chair

**This page intentionally left blank.**





## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** February 13, 2019

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: (For Possible Action)** To approve Contract No. 1819-128 JAC Transit Development and Coordinated Plan services between Carson City and LSC Transportation Consultants, Inc. for a total not to exceed amount of \$86,470 to be funded from the CAMPO/Unified Planning Work Program (UPWP) account.

**Staff Summary:** Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Qualifications (RFQ) for qualified firms to submit proposals for FY 2019 Transit Development and Coordinated Plan services on November 12, 2018. Contract No. 1819-128 satisfies the activities described within Task 3.2 Transit Planning of CAMPO's 2019/2020 Unified Planning Work Program (UPWP).

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve Contract 1819-128 JAC Transit Development and Coordinated Plan services between Carson City and LSC Transportation Consultants, Inc. for a total not to exceed amount of \$86,470 to be funded from the CAMPO/Unified Planning Work Program (UPWP) account.

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

CAMPO staff issued a formal Request for Qualifications (RFQ) on November 12, 2018 to identify a qualified professional services contractor to develop a Transit Development and Coordinated Plan for the JAC transit system. Proposals could be submitted through November 26, 2018.

The Transit Development and Coordinated Plan serves three primary objectives: (1) a short-range (1-5 year) planning document; (2) a long-range (10-20 year) planning document; and (3) a coordinated public transit-human services planning document.

The plan will include an evaluation of the current system and its procedures, suggested short-term and long-term improvements, a forecast of future ridership and impacts to the administrative and operations structure, and a broad vision of capital requirements to meet recommended changes for both the short-term and long-term. It will include a comparison of JAC's transit system to peer systems, a detailed guide for the five-year plan, and a financial plan with specific emphasis on alternative funding sources.

The plan will function as a coordinated public transit-human services transportation plan. This section of the plan will comply with all applicable FTA programs in the CAMPO area. The plan will be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers, as well as the public. The plan will be coordinated with CAMPO's Transportation Improvement Program (TIP), the 2040 Regional Transportation Plan, and other established documents.

Details regarding the full scope of work are contained within Exhibit-1 and Exhibit-2. The Transit Development and Coordinated Plan is anticipated to be completed by July 2019, to maintain JAC's eligibility for Federal Transit Agency (FTA) Section 5310 funding for transit operations.

In response to the RFQ, one proposal was submitted from LSC Transportation Consultants, Inc. Staff conducted an interview with LSC on December 6, 2018, and determined the firm to be qualified to complete the effort. The proposal was evaluated based on the following factors:

- **Qualifications:** LSC's experience with similar projects, favorable performance record, length of time in business, organization size, and favorable professional references. LSC also appears to have the leadership and management personnel necessary to capably execute its obligations under a contract.
- **Staffing:** LSC's identified project manager has demonstrated experience and abilities in overseeing similar projects, and LSC proposed method of staffing provides appropriate levels of staff expertise. Also taken into account were the technical staff's capabilities.
- **Technical Approach:** Staff reviewed the proposal for its completeness and evaluated how the firm will approach the task of initiating and fully implementing the project scope.

A contract with a scope of work, schedule, and cost has been negotiated with LSC and is contained within Exhibit-1. CAMPO staff is recommending execution of the contract with LSC Transportation Consultants, Inc., in the amount of \$86,470. The CAMPO Board is being asked to approve the expenditure of funding from the CAMPO/UPWP Account in the amount of \$61,420, and to recommend approval of the Transit Development and Coordinated Plan contract to RTC for contract execution.

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

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: CAMPO Fund, Unified Planning Work Program Account / 245-3028-431.12-01

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The contract amount has been budgeted under Task 3.2 Transit Planning of CAMPO's 2019/2020 Unified Planning Work Program (UPWP) (\$61,420), with additional funding from the Nevada Department of Transportation (NDOT) through Cooperative Agreement PR060-19-804 (\$25,050). A local match of 5% of the UPWP funds (\$61,420) will be required, totaling \$3,071.

**Alternatives**

Decline to approve the expenditure of funds or to award the contract to LSC Transportation Consultants, Inc. and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Final RFQ 1819-128

-Exhibit-2: Contract 1819-128

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**This page intentionally left blank.**

# REQUEST FOR QUALIFICATIONS

## THIS IS NOT AN ORDER

### ADVERTISED RFQ 1819-128 FY19 JAC Transit Development and Coordinated Plan Services

RELEASE DATE: November 12, 2018

Carson City invites qualified firms to submit Statements for Qualifications (SOQ) for **FY19 JAC Transit Development and Coordinated Plan Services**. The SOQ shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Qualifications."

**RFQ DOCUMENTS** may be obtained from the Carson City website <http://www.carson.org/Bids>

**SOQs** shall be submitted to the **CARSON CITY EXECUTIVE DEPARTMENT – PURCHASING AND CONTRACTS**, 201 N. Carson Street, Suite 2, Carson City, Nevada 89701, by no later than 2:00 p.m. on November 26, 2018.

**RECOMMENDATION FOR AWARD** will be made by the Carson City Public Works Department, on behalf of Carson Area Metropolitan Planning Organization (CAMPO), based on the evaluation results of the City Review and Selection Committee. Once the committee has made a recommendation, the results will be posted on the City's website [www.carson.org/bids](http://www.carson.org/bids).

**FINAL SELECTION** will be made by the Carson City Public Works Department on behalf of Carson Area Metropolitan Planning Organization CAMPO. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

#### 1 **INTRODUCTION** (General Information)

- 1.1 Carson City invites qualified firms to submit SOQ for **FY19 JAC Transit Development and Coordinated Plan Services**. SOQ shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Qualifications." The Contract that will result from this "Request for Qualifications" will include what is indicated in Section 4 of this RFQ.
- 1.2 A City Review and Selection Committee will evaluate the SOQs submitted.
- 1.3 During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a SOQ and were short listed.
- 1.4 Submission of a SOQ indicates acceptance by the Consulting Firm of the conditions contained in this Request for Qualifications, unless clearly and

## PROVISIONS AND REQUIREMENTS

specifically noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.

- 1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the State of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- 1.6 There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing SOQ, as well as, travel expenses during interviews in response to this Request for Qualifications.
- 1.7 Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

### 2 CARSON CITY CONTACT PERSON:

- 2.1 Until the receipt and opening of SOQ, the firms' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and all questions and answers will be posted through Carson City's website except for the questions that are considered proprietary. All SOQs submitted must have all addendum(s) attached and acknowledged. Any proposal that does not include the addendum(s) is subject to rejection. Questions will only be received through 5:00 p.m. on November 19, 2018.

Carol Akers, Purchasing and Contracts Administrator  
Carson City Executive Department – Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362  
e-mail: [CAkers@carson.org](mailto:CAkers@carson.org)

- 2.2 All contact regarding the RFQ should be with the above-named individual only. Firms contacting other City staff or City officials may be disqualified for doing so.

### 3 BACKGROUND INFORMATION:

The Carson Area Metropolitan Planning Organization (CAMPO) is soliciting for professional services for Transit Planning Services. CAMPO is responsible for transportation planning in the Carson Urbanized Area, including Carson City, Northern Douglas County and Western Lyon County. Services are being solicited to develop a planning document inclusive of short-range, long-range, and coordinated planning elements.

#### Anticipated Schedule:

Release RFQ		November 12, 2018
Deadline to Submit Questions	5:00 PM	November 19, 2018

## PROVISIONS AND REQUIREMENTS

Response to Questions Posted by	5:00 PM	November 21, 2018
<b>RFQ Submittal Deadline</b>	<b>2:00 PM</b>	<b>November 26, 2018</b>
Firms Notified of Short List		December 7, 2018 (if necessary)
Short List Oral Interviews		December 13, 2018 (if necessary)
Contract Negotiations		January 11, 2019
RTC Awards Professional Services Contract		February 13, 2019
Complete Plan		July 31, 2019

### 4 SCOPE OF WORK:

4.1 The scope of work for Transit Planning Services will cover the following as a minimum:

- Kick off Meeting with Carson City representatives
- Scheduling of all project activities
- Conducting stakeholder coordination and outreach activities that meet Federal transit planning requirements
- Development of a draft and final Transit Development and Coordinated Plan that meets functional objectives as described in Exhibit A, attached.
- Monthly invoices and progress reports.
- Coordination and delivery of all documents and materials in a method acceptable to Carson City staff.

Additional Information:

- A sample contract is contained within Exhibit B. Although contract modifications may be included within the proposal, please be advised that as a general rule, the City does not make but minor modifications.

Carson City/Douglas County will provide to the successful Contractor:

- Access to Remix software, which is expected to be utilized during the planning process. Selected contractor will be expected to develop exhibits within Remix which can be used to communicate with stakeholders and elected officials.
- Access to EcoLane and Bishop Peak data outputs, including boarding and alighting data
- Fall 2017 JAC Rider Survey materials and results
- Fall 2018 JAC Non-User Survey materials and results

Attachments are as follows:

- Exhibit A – Detailed Plan Scope
- Exhibit B – Sample Contract

4.2 Guaranteed payment: The City shall pay the Contractor a guaranteed minimum payment to be specified in the contract.

# PROVISIONS AND REQUIREMENTS

## 5 RFQ REQUIREMENTS:

### 5.1 Submission of SOQ:

- 5.1.1 A master copy (so marked) of the SOQ and one electronic copy (Adobe Acrobat format saved onto a PC readable medium (flash drive) to include a title page showing the RFQ subject; the firm's name, address, telephone number and fax number of a contact person. The SOQ must be received on or before the date and time set for receipt of RFQ.

SOQ must include a one page cover letter signed by an authorized representative of the Contracting Firm. The letter shall identify the project manager and state that the project manager will not be removed from the project without permission of the City or the consultant may forfeit the project. Cover letter shall not be included in page count.

SOQ shall be clear, straightforward, and not exceed 30 pages in length not including company brochures. Company brochures are provided as attachments to the 30 pages referenced above.

### 5.1.3 **SOQ shall contain the following information:**

5.1.3.0 Cover Letter

5.1.3.1 A Statement of Project Understanding

5.1.3.2 Project Approach

5.1.3.3 Schedule / Time Lines for Completion of project

#### 5.1.3.4 **Key Personnel Information:**

- a. Key Staff, including Project Manager information
- b. Relevant Experience
- c. Demonstrated Commitment and availability to the project
- d. Accessibility to Carson City Staff

- 5.1.3.5 Firms shall send their completed SOQ to the following person at the address indicated. Further, they should indicate the RFQ number and Firm Name on the outside of the sealed Proposal Package to:

Carol Akers, Purchasing and Contracts Administrator  
Carson City Executive Department-Purchasing and Contracts



## PROVISIONS AND REQUIREMENTS

201 N. Carson Street, Suite 2  
Carson City, Nevada 89701

### 6 EVALUATION OF SOQ:

6.1 SOQs submitted will be evaluated by the City Review and Selection Committee.

6.2 The Committee may call for **oral interviews**. The City reserves the right to retain all SOQs submitted and use any idea in a proposal regardless of whether or not said proposal is selected.

#### 6.3 **Evaluation Criteria:**

Having determined that a SOQ meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements, total **100 points**:

- A. Qualifications (**Maximum 35 points**). The evaluation committee will consider: firm's experience with similar projects, performance record, length of time in business, apparent capabilities to perform well in the execution of its obligations under a contract as evidenced by its leadership and management personnel, size of organization, and professional references.
- B. Staffing (**Maximum 30 points**). The evaluation committee will consider: demonstrated experience and abilities of the identified project manager, firm's staffing method of providing coverage in this contract with the different levels of staff proposed. Also taken into account will be the level of capabilities of technical staff.
- C. Technical Approach (**Maximum 35 points**). The evaluation committee will review the proposal for its completeness, evaluate how the firm will approach the task of initiating and fully implementing the project scope, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring.

6.4 The firms will be ranked and an agreement shall be negotiated following the selection of the most qualified Applicant. If an acceptable agreement cannot be reached with the highest ranked Applicant, the City shall proceed to negotiate with the next highest ranked Applicant and so on until an acceptable agreement is negotiated or the City, in its sole discretion, elects to terminate the solicitation

### 7 RIGHT TO REJECT SOQ:

7.1 Submission of SOQ indicates acceptance by the Consulting Firm of the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

7.2 Carson City reserves the right to reject any or all SOQ and to award to the firm the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

## PROVISIONS AND REQUIREMENTS

- 7.3 **Late SOQs will not be accepted.** Prospective firms are held responsible that their SOQ arrive at the Carson City Executive Department-Purchasing and Contracts on or before the designated time and date.

### 8 WITHDRAWAL OF SOQ:

- 8.1 Requests to withdraw SOQ received after the date and time set for opening and acknowledging SOQ will not be considered.

### 9 ATTACHMENTS:

- Exhibit A: Detailed Plan Scope  
Exhibit B: Sample Contract

**\*\*\* END OF DOCUMENT \*\*\***

EXHIBIT A – DETAILED PLAN SCOPE

The Transit Development and Coordinated Plan (TDCP) will provide a comprehensive and critical evaluation of the vision and mission of public transit in the Carson City area. The Final TDCP shall serve three primary objectives: (1) A short-range (1-5 year) planning document; (2) a long-range (10-20 year) planning document; and, (3) a coordinated public transit-human services planning document.

The transit development element of the plan shall include: an evaluation of the current system and its procedures, suggested short-term and long-term improvements resulting in service that is more efficient and effective, a forecast of future ridership and how this projection will affect the administrative and operations structure, and a broad vision of capital requirements to meet recommended changes for both the short term and long term. It should include a comparison of JAC's transit system to peer systems, a detailed guide for the five-year plan, and a financial plan with specific emphasis on alternative funding sources.

The TDCP will also function as a coordinated public transit-human services transportation plan (coordinated plan). This section of the plan must comply with all applicable FTA programs used and available in the CAMPO area. The plan must be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers, as well as the public. The Final TDCP must be consistent with, and reflect the planning previously accomplished in the community and the planning now being initiated, to include coordination with all transportation providers. The TDCP must be coordinated with Carson Area Metropolitan Planning Organization's (CAMPO's) current Transportation Improvement Program (TIP), the 2040 Regional Transportation Plan, and other necessary documents.

The TDCP should consider alternative vehicle and service types to improve productivity and satisfy unmet needs of the area's residents, and provide information on the impact of implementing changes. The plan should also incorporate the Nevada Department of Transportation's current Inter-County and Regional Transit Plan.

The coordination component of the plan shall follow all applicable federal requirements, but should generally follow a five (5) step recommendation for including the coordination process into plans. Steps one and two should be completed prior to holding a coordinated planning meeting; while steps three and four are completed during the meeting. Step five is the plan-implementation phase.

1. Inventory: The coordinated area must gather county data from transportation providers and human service organizations to develop a comprehensive list of the area's resources. After area data has been gathered, a calculation of demand, based on the inventory data, should be made.
2. Needs Assessment: This step requires consultants to analyze the inventory data from Step 1 and determine where there are gaps or duplications in service.

In preparation for the coordinated planning meetings, the consultant should determine who will be involved in the development of the coordinated plan, in compliance with all applicable federal

EXHIBIT A – DETAILED PLAN SCOPE

requirements. The identified stakeholders can act as catalysts by providing and assisting with the creation of coordinated systems, which improve access and mobility to transportation-dependent populations. Examples of stakeholders that should be included are: elderly groups, senior citizen center, assisted care facilities, mental health centers, work programs, church groups, taxi services and other transportation providers, low income and affordable housing, developers, doctors' offices, major employment centers, local governments, community members, etc.

3. Stakeholders' meeting: multiple meetings may be required to ensure stakeholders are engaged in the process and necessary information is collected and processed. Results of the transportation assessments and background research shall be presented. Information should be shared about the current system and future transportation projections that will give stakeholders the opportunity to brainstorm about strategies to meet service gaps. Surveys may be provided at meetings to solicit comments and ideas for areas that need improvement. After completing the self-assessment, the consultants, with stakeholders' input, should identify areas in need of improved transportation services.

4. Develop coordination actions: The coordinated plan must contain the following: all of the major strategies to be pursued; timelines; resources needed; persons and agencies responsible for carrying out the tasks; and a communication strategy.

5. Implementing the coordinated plan: The consultant will need to formulate a process for how and what CAMPO will report to the federal government and its stakeholders, and steps for achieving identified transportation needs.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and (Vendor Name), hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

**WHEREAS**, this Contract (does involve\_\_\_\_) (does not involve  X ) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. XXXX-XXX** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until signed by all parties and insurance certificates are received.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT****Contract No.XXXX-XXX****Title:** \_\_\_\_\_

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

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

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

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



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 **CITY Responsibilities:**

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from (Month XX, 2018 to (Month XX, 2018, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

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

(Company Contact), (Title)  
 (Company)  
 (Street Address)  
 (City), (State) (ZIP)  
 Telephone Number/ Fax Number  
 email: (E-Mail Address)

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

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

**5. COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of (Amount written out in words) Dollars and 00/100 (\$XXX,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

**CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

**7. CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

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

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

**7.2 Termination for Nonappropriation:**

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

**7.3 Cause Termination for Default or Breach:**

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

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

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

**8. REMEDIES:**

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

**9. LIMITED LIABILITY:**

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

**10. FORCE MAJEURE:**

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

**11. INDEMNIFICATION:**

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

**12. INDEPENDENT CONTRACTOR:**

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13. INSURANCE REQUIREMENTS (GENERAL):**

**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

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

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

13.7 *General Insurance Requirements (13.8 through 13.23):*

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

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

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

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

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

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

**13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT****Contract No.XXXX-XXX****Title:** \_\_\_\_\_

- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

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

**14. BUSINESS LICENSE:**

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

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

**15. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**16. WAIVER OF BREACH:**

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

**17. SEVERABILITY:**

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

**18. ASSIGNMENT / DELEGATION:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

Contract.

**19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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

**20. PUBLIC RECORDS:**

Pursuant to; NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**21. CONFIDENTIALITY:**

**CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

**22. FEDERAL FUNDING:**

*22.1 In the event federal grant funds are used for payment of all or part of this Contract:*

**22.1.1 CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**22.1.2 CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

**22.1.3 CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

**23. LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**24. GENERAL WARRANTY:**

**CONSULTANT** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

**25. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

**26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**27. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT****Contract No.XXXX-XXX****Title:** \_\_\_\_\_**28. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

**29. ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

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

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**  
**CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

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

Account: XXX-XXXX-XXX.XX-XX  
Project # XXXXXX

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

XXXX, Project Manager  
Telephone: 775-XXXXX

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT  
Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

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

**CONSULTANT**

**BY:** (Contact Person)

**TITLE:**

**FIRM:** (Company Name)

**CARSON CITY BUSINESS LICENSE #:** 18-

**Address:**

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** (XXX) 686-9590XXX-XXXX/ **Fax:** (XXX) XXX-XXXX

**E-mail Address:**

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

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

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

)ss

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

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

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

(Notary Stamp)

**This page intentionally left blank.**



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

THIS CONTRACT made and entered into this 13th day of February, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and LSC Transportation Consultants, Inc., hereinafter referred to as “**CONSULTANT**”.

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

**WHEREAS**, this Contract (does involve \_\_\_) (does not involve  X ) a “public work” construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

**WHEREAS**, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1819-128** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-128

## Title: JAC Transit Development and Coordinated Plan Services

officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

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

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

(1) The name of the worker;

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

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

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

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

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

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

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 **CITY Responsibilities:**

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from February 13, 2019, subject to Carson City Regional Transportation Commission's approval (anticipated to be February 13, 2019) to September 30, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

addressed to the other party at the address specified below.

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

Gordon Shaw, Principal  
LSC Transportation Consultants, Inc.  
P.O. Box 5875  
Tahoe City, CA 96145  
530-583-4053  
gordonshaw@lsctahoe.com

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

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

**5. COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Eighty Six Thousand Four Hundred Seventy Dollars and 00/100 (\$86,470.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Transportation Manager, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

**7. CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

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

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

**7.2 Termination for Nonappropriation:**

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

**7.3 Cause Termination for Default or Breach:**

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

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

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:



## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-128

### Title: JAC Transit Development and Coordinated Plan Services

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

#### 8. REMEDIES:

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

#### 9. LIMITED LIABILITY:

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

#### 10. FORCE MAJEURE:

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

#### 11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

**12. INDEPENDENT CONTRACTOR:**

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13. INSURANCE REQUIREMENTS (GENERAL):**

**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

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

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

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

13.7 *General Insurance Requirements (13.8 through 13.23):*

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

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

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

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

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

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

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

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1819-128**

**Title: JAC Transit Development and Coordinated Plan Services**

- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
  - 13.21.1 *Minimum Limit required:*
  - 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
  - 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
  - 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
  - 13.22.1 *Minimum Limit required:*
  - 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
  - 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
  - 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
  - 13.22.5 A certified copy of this policy may be required.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 1819-128**

**Title: JAC Transit Development and Coordinated Plan Services**

**13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

**14. BUSINESS LICENSE:**

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**15. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**16. WAIVER OF BREACH:**

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

**17. SEVERABILITY:**

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

**18. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

**19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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

**20. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**21. CONFIDENTIALITY:**

**CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

**22. FEDERAL FUNDING:**

*22.1 In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

22.1.5 The CITY's funding sources require the following paragraphs to be set forth in this contract:

a. Compliance with Regulations: CAMPO shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: CAMPO, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CAMPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by CAMPO for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CAMPO of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

d. Information and Reports: CAMPO shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CAMPO is in the exclusive possession of another who fails or refuses to furnish this information, CAMPO shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CAMPO noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

1. Withholding of payments to CAMPO under the Agreement until CAMPO complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

22.1.6 Any records kept by **CONSULTANT** that concern this contract must be available for inspection or audit by the Nevada Department of Transportation or the Federal Highway Administration on their request.

**23. LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**24. GENERAL WARRANTY:**

**CONSULTANT** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

**25. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

**26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**27. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**28. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

*///*

*///*

*///*

*///*

*///*

*///*

*///*

*///*

*///*

*///*

*///*

*///*

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

**29. ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

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

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

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

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**

**CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts and approved by the Regional Transportation Commission.**

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

Account: 245-3028-431.12-01

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Lucia Maloney, Transportation Manager  
Telephone: 775-283-7396

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

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

**CONSULTANT**

**BY:** Gordon Shaw

**TITLE:** Principal

**FIRM:** LSC Transportation Consultants, Inc.

**CARSON CITY BUSINESS LICENSE #:** 19-\_\_\_\_\_

**Address:** P.O. Box 5875

**City:** Tahoe City **State:** CA **Zip Code:** 96145

**Telephone:** 530-583-4053

**E-mail Address:** gordonshaw@lsctahoe.com

\_\_\_\_\_  
(Signature of Consultant)

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

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

)ss

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

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

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

(Notary Stamp)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
Invoice Date: \_\_\_\_\_  
Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works-Transportation Department  
Attn: Lucia Maloney, Transportation Manager  
3505 Butti Way  
Carson City NV 89701

<b>Line Item #</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Units Completed</b>	<b>Total \$\$</b>
<b>Total for this invoice</b>				

Original Contract Sum                     \$ \_\_\_\_\_  
Less amount previously billed             \$ \_\_\_\_\_  
= contract sum prior to this invoice     \$ \_\_\_\_\_  
Less this invoice                            \$ \_\_\_\_\_  
=Dollars remaining on Contract           \$ \_\_\_\_\_

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 1819-128**  
**Title: JAC Transit Development and Coordinated Plan Services**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of February 13, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-128**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
Brad Bonkowski, RTC CHAIRPERSON

DATED this 13th day of February 2019.

**ATTEST:**

\_\_\_\_\_  
Aubrey Rowlett, CLERK-RECORDER

DATED this 13th day of February 2019.



*A Proposal to Conduct the*  
FY 2019 JAC Transit  
Development and Coordinated  
Plan

Prepared for the



Carson Area Metropolitan  
Planning Organization





*A Proposal to Prepare the*

# **JAC Transit Development and Coordinated Plan**

*Prepared for the*

City and County of Carson City

*On Behalf of the*

Carson Area Metropolitan Planning Organization

*Prepared by*

LSC Transportation Consultants, Inc.

2690 Lake Forest Road

P.O. Box 5875

Tahoe City, California 96145

530-583-4053

FAX 530-583-5966

December 7, 2019





**TRANSPORTATION PLANNING AND  
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C  
• Post Office Box 5875  
Tahoe City, California 96145  
(530) 583-4053 FAX: (530) 583-5966  
info@lsctahoe.com • www.lsctrans.com

December 7, 2019

Ms. Carol Akers, Purchasing and Contracts Administrator  
Carson City Executive Department – Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701

RE: JAC Transit Development and Coordinated Plan


Dear Ms. Akers:

LSC Transportation Consultants, Inc. is proud to submit this Statement of Qualifications to conduct a Transit Development and Coordinated Plan for the Jump Around Carson public transit program. LSC is a well-established California- and Colorado-based transportation planning firm that has been assisting transit programs for 39 years, including preparation of a transit plan for Carson City in 1992. We have extensive experience in preparing appropriate operating and coordination plans for smaller urban areas similar to Carson City, such as Lodi, Merced and Vacaville in California; St. George and Logan in Utah; and Pocatello in Idaho.

The attached Statement of Qualifications demonstrates how our team will meet all requirements for the upcoming study, within the available time schedule and with a high degree of attention to local conditions. Our proposal (including tasks, deliverables and cost) are firm for at least 90 days from the proposal due date. As Principal, I am authorized to bind LSC Transportation Consultants, Inc. I would also serve as Project Manager for the project and would not be removed from the project without the permission of the City.

We look forward to assisting Carson City in the development of transit plans and a coordination plan that make the best use of available resources in meeting the mobility needs of Carson City residents, and that fully address Federal requirements.

Respectfully Submitted,

by   
\_\_\_\_\_  
Gordon R. Shaw, PE, AICP, Principal

This page left intentionally blank.

## TABLE OF CONTENTS

---

SECTION	PAGE
1 INTRODUCTION.....	1
2 PROJECT APPROACH .....	3
TASK 1: Project Administration .....	3
TASK 2: Review of Existing Conditions .....	3
TASK 3: Public Outreach.....	7
TASK 4: Alternatives Analysis .....	9
TASK 5: Draft Report .....	13
TASK 6: Final Report.....	14
3 PROPOSED PROJECT SCHEDULE AND COST.....	15
4 TEAM PROFILE, BACKGROUND AND EXPERIENCE .....	17
Project Team .....	17
Resumes .....	19
Western Placer County Short Range Transit Plan.....	23
Merced County Short Range Transit Plan .....	24
Tahoe Area Regional Transit (TART) Short Range Transit Plan .....	25
Vacaville Transit Service Evaluation.....	26
RTC Virginia Street Corridor Bus Rapid Transit Expansion Study.....	27

---

TABLE	PAGE
1 Overall Staffing Plan and Cost Estimate .....	16

---

FIGURE	PAGE
1 Proposed Project Schedule.....	15

This page left intentionally blank.

## Section 1

### Project Approach

---

LSC Transportation Consultants understands that Carson City desires completion of a Transit Development and Coordinated Plan (TDCP) for the Jump-Around-Carson public transit program. This planning process provides an opportunity to develop integrated short- and long-range plans for the JAC public transit program, as well as to ensure that the program meets the needs of the region's human services organizations and is well-coordinated with other social service providers.

Since the establishment of the service in 2005, the JAC program has become an important service to Carson City residents. The four fixed routes and Dial-A-Ride program currently serve over 200,000 passenger-trips per year. Unlike many other public transit programs across the nation that have seen substantial declines, ridership has held relatively steady with only a 1.5 percent reduction in total ridership between 2013 and 2017. While costs have increased over recent years, the 2017 cost per vehicle-hour of \$55 is relatively low compared with other transit providers in the region. The fixed routes serve all major trip destinations, though some neighborhoods are a long walk to the nearest bus stop. In addition, the hours/days of service are constrained by financial limitations.

Building on this strong platform, the short-range plan element should focus on the following key questions:

- What are the appropriate fixed-route services that should be provided? Are any of the existing services not meeting standards and should be reviewed? Is there ridership demand and financial resources to expand services, such as providing evening service?
- What areas of the community truly warrant fixed route service?
- Are there strategies that can improve the effectiveness of the Dial-A-Ride program, or to shift ridership from DAR to the more cost-effective fixed-route services?
- How should the overall transit program address the growing senior population of the community?
- What is the potential for increased operating revenues? Are current fares and pass rates appropriate?
- What capital projects should be pursued to achieve transit goals? For instance, what is the best strategy for bus replacement? What facilities (such as bus stop improvements) will be warranted in the future?

This study will also serve as the coordinated public transit-human services transportation plan for Carson City. This “coordinated plan” is a requirement both under the federal MAP-21 requirements as well as State of Nevada requirements for receiving federal funds. Federal law requires that projects selected for funding under the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program be included in a Coordinated Human Services Transportation Plan. The plan must be developed and approved through a process that includes participation by seniors; individuals with disabilities; representatives of public, private, and nonprofit transportation and human services providers; and other members of the public. Additionally, to the maximum extent feasible, the services funded will need to be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services.

This CHSTP update will assess available services provided by current transportation providers. We will assess transportation needs for individuals with disabilities and seniors, based on experiences and perceptions of the planning partners or on more sophisticated data collection efforts, including analysis of gaps in service. We will recommend strategies, activities, and/or projects to address the gaps between current services and identified needs. In the analysis, we will look for opportunities to achieve efficiencies in service delivery, prioritizing implementation strategies based on resources (from multiple program sources), including time, and feasibility for implementing specific strategies and/or activities identified.

Finally, this plan will develop a long-range transit plan for Carson City. This will build upon other long-range transportation plans, including the Carson Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan and Transportation Improvement Program. It will address growth in the community, such as the population growth from the current level of 56,945 up to a projected population in 2040 of 72,915. Perhaps more importantly, it will consider shifts in population characteristics, such as the expected substantial increase in senior population. This long-range element will reflect planned development areas, as well as future new roadways. Finally, this portion of the overall study will be provide an opportunity to consider how new transportation technologies (such as Transportation Network Companies or autonomous vehicles) will impact the need for public transit in Carson City over the next 20 years.

Fortunately, Carson City and CAMPO already have a substantial amount of data that can be used as input to the study. In particular, the recent Rider and Non-Rider Surveys as well as the EcoLane and Bishop Peak fare/service tracking data will allow us to bypass the costly collection of new data typical in similar studies. The use of the Remix software will aid in evaluation of service options and plans. Finally, the data already collected as part of NDOT’s current Coordinated Human Services Transportation Plan process will be a good starting point for the Coordinated Plan.



## Section 2

### Project Approach

---

LSC proposes the following specific approach based on the goals of the project and successful experience with other similar projects. The Study Team will work closely with local staff to complete all proposed project tasks detailed below. We have found through experience in previous transit and transportation planning projects that this manner of technical approach provides for a cost-effective use of resources as well as allowing local staff to keep well apprised of our progress. The following pages present a detailed outline of our proposed Technical Approach. For each task, the resulting project deliverable is indicated in *italics*. LSC will work with the client to develop a schedule that completes the project in a timely manner.

#### **TASK 1: Project Administration**

##### ***Task 1.1: Project Management and Invoicing***

Throughout the project, LSC will submit monthly status reports describing the tasks performed in the previous month, any complications which have arisen in the project, and the next steps to take place. These status reports will be submitted with monthly billing invoices.

*DELIVERABLES – Monthly progress reports.*

#### **TASK 2: Review of Existing Conditions**

The purpose of this task is to establish the existing conditions for transit services in Carson City. Once a refined scope is established, it will be important review existing plans and documents relating to transit; review demographic and economic conditions; and conduct a thorough evaluation of the current operations and management the transit system.

##### ***Task 2.1: Kickoff Meeting***

The first subtask will be to establish the communication links and information processes that are necessary to the success of the study. The Study Team will develop and provide to the Carson City staff a list of desired data items. For those items not readily available, a list of sources and contacts will be developed that the Team will use to conduct further research. An initial “kick-off” meeting will be held between the Study Team, City staff and others at the City’s direction. This meeting will have a number of goals, including the following:

- Review of the scope of the study and identify study issues.
- Review of the data list to identify any missing items and to decide a course of action to collect or develop additional data.

- Finalize the work program to best address the issues identified, and to best address the additional data needs.

*DELIVERABLES – Kickoff meeting minutes and a specific refined work scope and schedule will be developed based upon the input received at the meeting. In addition, an inventory of study data sources will be begun, which will be updated through the course of the study.*

### **Task 2.2: Review Transit Planning Documents**

The Consultant will review transit planning documents and provide a brief summary of how each relates to the current project. At a minimum, the Consultant will review the Regional Transportation Plan, the Transportation Improvement Program, the most recent (2014) TDP, the 2011 Coordinated Public Transit – Human Services Transportation Plan, the NDOT Inter-County and Regional Transit Plan and any documentation regarding NDOT’s ongoing statewide rural Coordination Plan. We will also contact Washoe RTC and Tahoe Transportation District staff to review and obtain any documents regarding transit plans impacting Carson City.

*DELIVERABLES – A summary of existing documents and their plan elements regarding impacts on transit services, to be included in Technical Memorandum One.*

### **Task 2.3 Evaluate Study Area Characteristics**

A key basis of any transit plan is a thorough understanding of demographic characteristics and trends of the study area. This task will provide a demographic analysis of Carson City and the overall CAMPO area (including portions of Lyons and Douglas Counties) from the perspective of transit factors. The 2010 Census data, American Community Survey data, social service agencies, and state agencies will be used to obtain existing and projected information about:

- General population
- Seniors (Age 65 to 74, 75 to 84 and 85 and above)
- Youth (Age 5 to 17)
- Disabled
- Automobile availability
- Low Income

Data will be provided for current demographics, and projections for demographic changes over the next twenty-five years will be evaluated. In addition, current and forecast future development patterns in the Carson City area will be evaluated. The location of important transit trip generators, such as major employers, shopping areas, schools and elderly/disabled program centers will be identified and their characteristics assessed. Land use patterns, such as the location of multifamily housing areas, will be considered. Planning department staff will be contacted to generate a clear picture of development trends in the Carson City area and their impact on the long-term demand for transit service.

LSC will also evaluate commute patterns for Carson City, Douglas County and Lyon County. We will collect and analyze the US Census *Longitudinal Employer Household Dataset* for all three counties, by census place. In addition, other data (such as the cellphone data used in the TransCAD model development) will be reviewed. This will be evaluated to identify overall existing commute patterns. Employment forecasts for each of the three jurisdictions will be obtained and, along with the TransCAD model forecasts, used to identify future changes in commuting patterns.

This task will also include the development of a summary of existing human service programs within the CAMPO area. While a full list will be developed with CAMPO staff, our intention is to include the following:

- Senior service organizations
- Health and welfare organizations
- Area Agency on Aging
- Developmental disability organizations
- Tribal organizations
- School districts
- Vocational rehabilitation centers
- Community Action Programs
- Jobs training sites
- Healthcare facilities

For each organization, we will inventory current program sites, activities conducted at each site and estimated daily attendance/visitation. Transportation needs to and from each site will be discussed with organization representations. The goal of this sub-task will be to provide a summary of all mobility services in the CAMPO area, as a basis to identify potential gaps in service and opportunities to provide cost savings or service enhancements.

*DELIVERABLES – A comprehensive look at the study area characteristics, demographics and land use forecasts for the short-range, five year time frame and long-range, 20 year time frame, as well as a summary of existing human service programs. This will be presented in Technical Memorandum Number 1 after completion of Task 2.5. This task will generate a minimum of six demographic maps (8.5 X 11 inches) as well as four commute pattern maps (8.5 X 11 inches).*

#### ***Task 2.4: Review of Transit Operations and Existing Transportation Services***

The purpose of this task is to ensure the Consultant has extensive knowledge and familiarity with the JAC transit system and all transportation services available in the area in order to best identify needs and develop service alternatives. The Study Team will review the service area and characteristics of all public and private operators in the area. The Consultant will work with providers to update any information lacking from reports to provide a complete inventory and understanding of all transportation services.

A profile of the current services will be prepared by the Study Team to include the following:

- Name of operation, location, and type of ownership
- Type of operation (fixed-route and demand responsive)
- Service area and clients served
- Hours/days of operation and level of service
- Routes and schedules
- Existing fare structure and transfer agreements
- Number of passengers and passenger-trips served
- Operator's equipment and facilities, including existing fleet
- Staff (number of drivers, other positions)
- Estimated annual operating costs
- Existing funding sources (particularly public sources)
- Fueling and maintenance arrangements

In addition, we will identify the following:

- Existing coordination arrangements among providers
- Transportation needs identified by their clients
- Barriers to coordination

This information will be summarized in text and graphic form, including service maps. As a whole, this information will provide a valuable resource for the remainder of the study. LSC will conduct a review of bicycle/pedestrian accessibility to JAC transit stops. Maps/inventories of existing bike/ped facilities will be collected and overlaid on maps of existing stops. Each stop will then be reviewed, with a focus on identifying connections (or lack of connections) to nearby transit activity generators and housing areas. The active transportation plans included in the 2040 Regional Transportation Plan will then be reviewed to define how well these existing plans address current limitations to bike/ped access to transit stops.

*DELIVERABLE – A summary of transit services operating in the CAMPO region and bike/ped access, to be included in Technical Memorandum Number 1 at the completion of Task 2.5. A minimum of two route/service area maps (8.5 X 11 inches) will be provided.*

### **Task 2.5 Existing Transit Service Performance, Ridership, Fiscal and Peer Analysis**

The Consultant will conduct an in-depth route-level analysis of the existing transit service performance and ridership. Through an analysis of ridership data and operating and financial statistics gathered in Task 2.3, we will quantify the efficiency and effectiveness of existing services. In particular, the Consultant will identify the following:

- Current ridership trends (riders per hour and mile of service, by route or service type)
- Operating cost per revenue hour

- Farebox recovery ratio
- Average subsidy per passenger trip
- ADA compliance
- Dial-a-Ride reservation procedures
- We will also analyze EcoLane and Bishop Peak data for representative periods to identify detailed data such as ridership by run by day of week and boarding activity by stop.

We will then conduct a “peer analysis” of similar transit programs in the western U.S. An initial potential list of peers will first be developed, based on the following criteria:

- Total population
- Size of transit program, as measured by annual vehicle-hours
- Location relative to a large urban center (preference for locations relatively distinct from larger cities)
- Presence of a university or other large transit generator not found in Carson City

An initial list of potential peers will then be provided to CAMPO staff for review and comment. After a final list of 5 to 7 peers are identified, LSC will collect available data regarding the span of service, service frequency, ridership, fleet size, annual operating vehicle-hours, annual operating costs, and annual fare revenues. This data will be collected and summarized separately for fixed route and dial-a-ride services. LSC will prepare a discussion of the various peer systems and how Carson City’s transit program compares.

Building from the performance measures defined in the 2040 RTP, the Transit Asset Management Plan and previous transit plans, LSC will conduct a review of existing performance for the various elements of the JAC program. This review will also reflect the findings of the peer analysis, as well as transit industry standards. Recommended changes in performance measures will be identified.

*DELIVERABLES – The existing transit conditions (including a service map and performance analysis) will be presented as text, tables, and graphs in Technical Memorandum Number 1, to be produced at the conclusion of this task. A PDF file will be provided for posting on the CAMPO website*

### **TASK 3: Public Outreach**

Conducting a Transit Development Plan / Coordinate Plan is an excellent opportunity to gain input from the community about transit and transit needs, as well as to give the community a greater understanding of the capabilities and limitations of their transit system. Under this task, there will be multiple approaches throughout the study to gain feedback from the community, and stakeholders in particular, about their understanding of transit, their concerns about transportation needs, and their response to potential alternatives. In the process of gaining feedback, the Consultant will endeavor to provide a greater understanding of how transit works.

### ***Task 3.1 Conduct Stakeholder Meetings***

Under this task, the Consultant will work with City staff to identify transit stakeholders, including underrepresented populations. The consultant will conduct two Stakeholder meetings. One meeting will be conducted near the outset of the study to gather input on current transit conditions and needs, with a focus on the needs of social service programs. A second meeting will be held once the draft plan has been developed, for review and input. The Consultant will prepare agendas for each meeting for the City staff to send out. City staff will determine the meeting locations and set meeting dates. The Consultant will provide summaries of meetings.

*DELIVERABLES – Two Stakeholder meetings, preparation of meeting agendas, and subsequent meeting summaries.*

### ***Task 3.2 Conduct Public Meeting***

In addition to Stakeholder meetings, the Consultant will conduct up to three Public Meetings to gather input regarding the current transit program. At a minimum, one meeting will be conducted early in the study process. The purpose of the meetings will be to provide information on the Consultant's findings regarding the effectiveness of current services, and discuss potential improvements and strategies. At CAMPO's direction, additional meeting may be held to present the findings of the existing services review, and to present/discuss potential alternatives and coordination strategies.

*DELIVERABLES – A Public Meeting, input into meeting flyers and advertisements. PowerPoint presentations will be developed for all meetings, and provided to CAMPO for use in other public outreach.*

### ***Optional Task 3.3 Online Survey***

As an optional task to provide greater insight into factors that could encourage additional transit ridership among current non-riders, LSC could conduct an online survey. The Consultant would design and administer a web-based community survey (such as SurveyMonkey.com). The content of the survey would include 10 to 15 questions to determine respondents desire to use transit for work, social and recreational purposes, time and location of desired service, and personal limitations that might discourage transit usage such as dropping off children at school. The availability of the survey would be announced on the JAC, City and CAMPO home pages, as well as flyers posted on JAC buses, and would include the purpose of the survey, a web link to access the survey, contact information for LSC staff in case of questions and the deadline for completing the survey. In addition, we will provide a flyer for posting in social service offices in Carson City.

*DELIVERABLES – Survey forms, a flyer for survey promotion, and a memo summarizing the results of the survey*

## TASK 4: Alternatives Analysis

Under this task, the short- and long-range alternatives will be developed and evaluated, along with potential coordination strategies. *Technical Memorandum 2 – Alternatives Analysis* will present the analysis and findings of this task. The preferred alternatives will be selected from the *Tech Memo 2* and developed into 5-year and 20-year action plans in the *Draft Report*.

### Task 4.1 Evaluate Long-Range Transit Demand

As part of this task, LSC will evaluate the CAMPO travel demand model. This analysis focuses on the origin/destination person-trip tables of the computer traffic models. By comparing existing transit ridership between various origin/destination pairs with the existing total person-trip figures, we can estimate existing transit “mode split” for key travel corridors. These mode-split figures can then be applied to the 2040 origin/destination trip tables, yielding estimates of long-range future travel demand based upon the model. In our work for other long-range transit plans, we have found this analysis of the travel demand model to be particularly useful in developing realistic demand forecasts.

Factors that could potentially impact the provision of or demand for transit services will be identified, including at least the following:

- Demographic trends – population aging, employment participation rates, vehicle availability trends, family size and structure, and changes in school enrollment.
- Mobility trends – changes in trip-making patterns such as the increasing importance of non-work travel, the increasing mobility of the disabled, and impacts of telecommuting.
- Macro-scale transportation trends – future fuel costs and availability, changes in public transit usage associated with expansion in smartphone technology and social media, advancements in transportation technologies such as intelligent vehicle/highway systems.
- Economic trends – changes in the local economy and trends in real-wage rates.

A specific sub-task will be to evaluate future trends in demand for commute transit services between Carson City and Lyon County and between Carson City and Douglas County. This will be based on the data and forecasts developed through Task 2, above, as well as standard transit commute demand models.

The goal of this evaluation will be to identify and assess the impact of these and similar trends on transit services. Based upon this information, LSC will prepare a 5-year incremental forecast of transit demand for local and commuter services over the next 20 years. These forecasts and estimates of future service productivity will be used to forecast the following:

- Annual vehicle-hours of service
- Annual vehicle-miles of service
- Peak number of vehicle in operation
- Estimated operating costs

Together, these forecasts will provide a clear picture of future transit services needed in Carson City, the fleet needed to provide these services, the program requirements for transit facilities, and the financial requirements.

*DELIVERABLE – Transit Demand forecasts by target market for the long-term (20 year) time frames, included as part of Technical Memorandum provided at the end of Task 4.4. This will include a minimum of four 8.5 X 11 charts and/or maps.*

#### **Task 4.2 Evaluate Short-Range and Long-Range Service Alternatives**

The Consultant Team will work with the City staff, and others as deemed appropriate, to determine alternatives which should be evaluated. The alternatives will be formulated based on the transit needs identified in Task 4.1, input received over the course of the study, and the review of existing service efficiency/effectiveness. The Consultant Team will then develop detailed information on each service alternative. The detailed information will be used in the analysis of each alternative and the development of recommendations to the client. The following information will be provided for each alternative:

- Type of service to be offered;
- Operating characteristics, including service areas, routes and schedules, hours of operation, vehicle mileage, ridership, and personnel requirements;
- Ridership impacts, disaggregated by type of rider. In particular, we will compare the potential for additional new riders versus the impact of any service modifications on existing ridership;
- Financial characteristics including operating, capital and administrative costs; fare, charter, advertising, tax, and other revenues. Cost and revenue figures will be projected for each of the five years; and
- Provisions for meeting elderly and disabled needs in general and the requirements of the ADA in particular.

The route alternatives will be evaluated using the Remix software package, as LSC has done for several other transit plans in the last few years. Each of these components will be incorporated into a cost-effectiveness analysis for the alternatives. The alternatives will also be evaluated based on the goals and objectives for transit service in the study area. In addition, a “status



quo” alternative will be projected over the study horizon to identify the impacts associated with maintaining current operations.

Other specific alternatives that will be evaluated will include:

- Expansion of existing service areas
- Modifications in the hours of operation
- Revisions (including possible cut backs) in established services that are not meeting performance standards
- Potential changes in the provision of ADA demand-response service
- Modification of existing routes, schedules, and timed transfer points
- Recommendations of previous studies that have yet to be implemented
- Modification of fare levels
- Provision of flex-route or Transportation Network Company (TNC) services, as an expansion of fixed route service and/or replacement of low-performing services.

The alternatives will be developed after close consultation and coordination with staff and committee members. Alternatives will be refined from the conceptual level to better define operational systems in terms of their feasibility, level of service, rolling stock requirements, maintenance facilities, etcetera. Based upon the configuration and service quality of the alternative systems, forecasts of ridership will be prepared. A comprehensive analysis of alternatives will be prepared for the short-term and long-term. This will include an assessment of financial impacts and available financial capacity, given trends in local, state and Federal funding levels

*DELIVERABLE – The short- and long-range service alternatives, including 8.5 X 11 maps necessary to describe the various alternatives, will be presented in Technical Memorandum 2 after completion of Task 4.4.*

### ***Task 4.3 Evaluate Short-Range and Long-Range Capital Alternatives***

Capital alternatives will be developed to support the transit service alternatives in Task 4.4, and to meet short- and long-term transit needs. Capital alternatives to be evaluated will include the following:

- Future fleet requirements, based upon both planned replacement of existing vehicles as well as the fleet needs associated with the various service alternatives. This will include a review of transit vehicle fuel options.
- Future transit maintenance/administration facility needs that are required to accommodate the fleet and staff associated with future transit service levels.
- Bus stop improvements, including the need for benches and shelters. This sub-task will include a review of bicycle and pedestrian improvements needed to improve access to key bus stops.
- A specific evaluation of the transit transfer centers. The amenities provide at the existing Downtown Transfer Plaza will be reviewed. In coordination with the service alternatives, we will evaluate the benefits of relocation of the existing hub. In addition, the potential to establish a new key transfer location (such as in South Carson City) will be evaluated.

*DELIVERABLE – The short- and long-range capital alternatives will be presented in Technical Memorandum 2 after completion of Task 4.4. At a minimum, this will include maps showing recommended location of new bus shelters and benches.*

#### **Task 4.4: Develop Coordination Strategies**

The coordinated planning process involves the mutual effort of human service agencies, transportation providers, workforce development agencies, citizens, and others who need some form of transportation assistance. A coordinated planning effort requires communication among these entities and sharing of perspectives and specialized expertise that different agencies, organizations, and individuals have to offer. To identify the needs and issues, proper strategies—such as information sharing, future operation planning, and reduction in the administrative barriers that inhibit coordination—need to be developed. A coordinated planning effort can increase the visibility of available transportation resources and funding sources to the stakeholders and the community as a whole. Achieving the goals of the coordinated plan may therefore serve to promote self-sufficiency and equal opportunity for employment of individuals, thereby contributing to the economic health of the entire community.

We will identify a wide range of coordination strategies for consideration including more traditional approaches and those identified as national best practices. We will provide a description of each strategy, the potential benefits, and the challenges to implementation. Examples of these strategies might include:

- Coordination of individual program transportation services to reduce vehicle needs and/or staffing levels.

- Expansion of specific transportation services to fill identified mobility gaps.
- Joint maintenance or fueling opportunities.
- Coordination of routes and schedules to reduce overall operating requirements, particularly for longer runs.
- Modification of public transit services to better accommodate persons with special needs and reduce specialized transportation costs.

Also as part of this task, LSC will make a presentation to the staff/committee regarding the results of the alternatives analysis and coordination evaluation.

*DELIVERABLES – The strategies will be presented in Technical Memorandum 2 after completion of this task. A PDF file will be provided for posting on the CAMPO website. A PowerPoint presentation will be prepared for use in meetings reviewing the potential service and coordination alternatives.*

## **TASK 5: Draft Report**

### ***Task 5.1 Prepare Draft Report***

The second Technical Memoranda will be reviewed by City staff and presented to the Stakeholders group. This will then be combined with the first Technical Memoranda and a plan chapter to create a Draft Report.

In addition, as part of preparing the Draft Report we will prioritize the coordination strategies. This task involves establishing criteria for prioritizing recommended strategies. Criteria may include the level of need, transportation access to jobs, shopping and basic services, feasibility, and potential for implementation without significant increase in local funding, availability of funding, potential to improve operational efficiency, and opportunities to match Federal Transit Administration funding. We will work with the City to identify the appropriate criteria for prioritizing strategies at a meeting to review Technical Memorandum Two. We will then evaluate the various strategies using the prioritization criteria to establish recommendations for phased implementation of the prioritized strategies.

An administrative draft version will be provided to City staff for review and comment, in PDF format. After all comments have been addressed, a public draft version will be provided (including a PDF version for posting on websites).

*DELIVERABLE – A Draft Final Report consisting of revised Technical Memoranda 1 and 2 and a Plan Chapter. This will include a minimum of 12 maps (8.5 X 11 inches).*

### ***Task 5.2 Present Draft Report***

Up to two presentations of the Draft Report will be presented, such as to the CAMPO Board and City Council.

*DELIVERABLE – A PowerPoint Presentation.*

**TASK 6: Final Report**

***Task 6.1 Incorporate Comments and Finalize Report***

After distribution and presentations of the Draft Report in previous tasks, the Consultant will incorporate comments and feedback as appropriate to create a Final Report. No additional presentations are assumed for this task. Ten bound copies and a camera-ready unbound copy will be provided, along with an electronic PDF file. All electronic files developed through the course of the study will be provided upon request.

*DELIVERABLES – The Final TDCP. 10 bound paper copies, 1 unbound paper copy, and a PDF file will be provided.*

**Section 3**

**Proposed Project Schedule and Cost**

Figure 1 presents a proposed schedule for the project. As shown, we propose a study schedule that will result in the final plan by the end of July 2019. Key interim memos would be provided to allow City staff to review our finding to date, and to weigh in on the alternatives under consideration. We believe this schedule is aggressive but achievable, given the substantial amount of data already available.

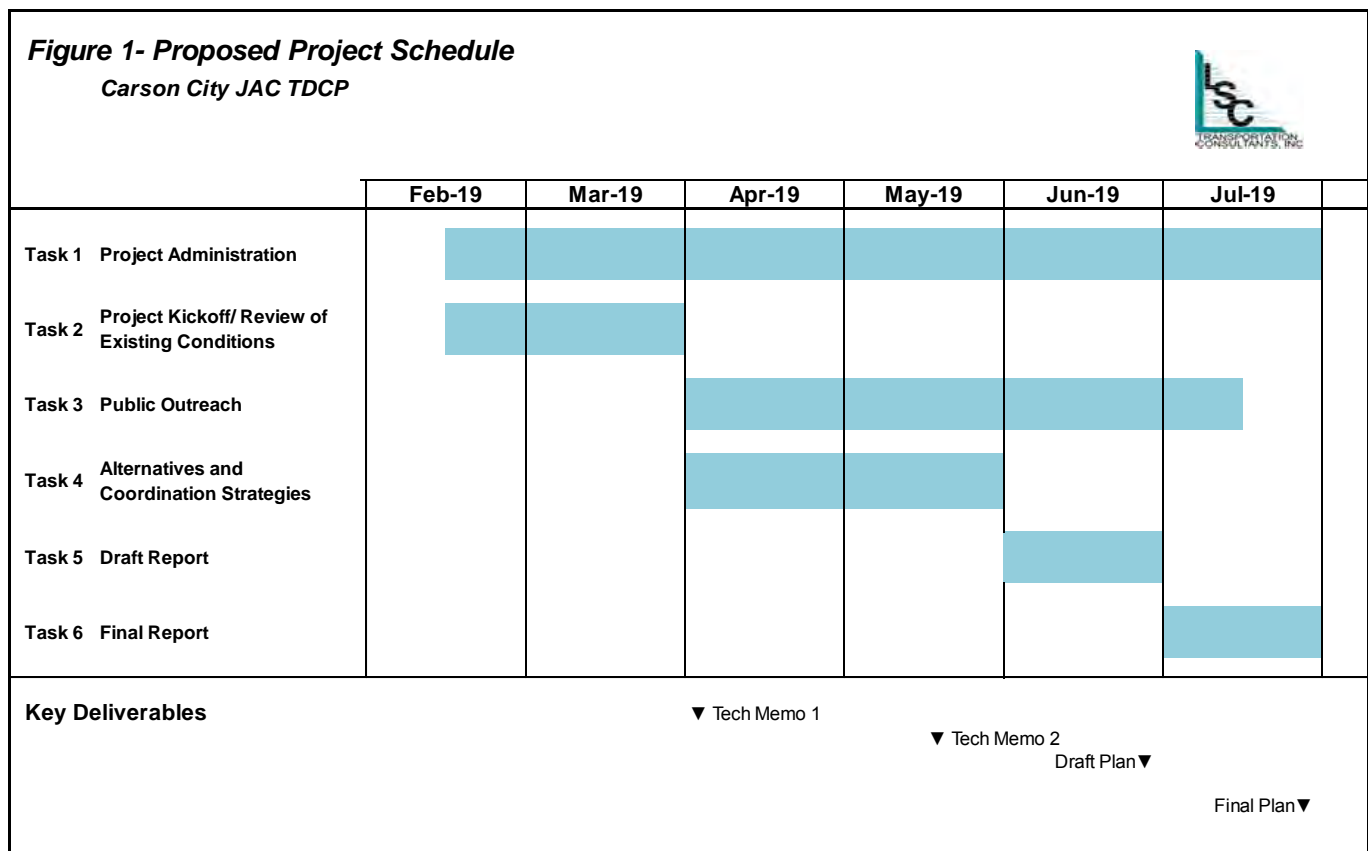



Table 1 presents a staffing plan and cost estimate for the project. As shown, we would proposed to conduct the scope of work (including the optional online survey task) for a not-to-exceed amount of \$86,470. Excluding the optional task, this contract maximum would be \$82,250.

**Table 1: Overall Staffing Plan and Cost Estimate**  
**JAC Transit Development and Coordinated Plan**

Task	Project Manager	Senior Planner	Planner	Support Staff	Total Hours	Cost
<b>Task 1 Project Administration</b>	2	0	0	2	4	\$530
1.1 Project Management and Invoicing	2	0	0	2	4	\$530
<b>Task 2 Review of Existing Conditions</b>	28	7	155	26	216	\$24,440
2.1 Kickoff Meeting	4	0	6	0	10	\$1,430
2.2 Review Transit Planning Documents	2	0	12	0	14	\$1,660
2.3 Evaluate Study Area Characteristics	8	2	52	12	74	\$8,090
<i>Demographic Analysis</i>	2	0	20	8		
<i>Commute Analysis</i>	2	0	12	4		
<i>Human Service Program Inventory</i>	4	2	20	0		
2.4 Review of Transit Operations & Services	4	2	40	12	58	\$6,030
<i>Summary of Existing Services</i>	1	2	32	8		
<i>Bicycle/Pedestrian Access</i>	3	0	8	4		
2.5 Existing Service Performance and Peer Analysis	10	3	45	2	60	\$7,230
<i>Performance Review</i>	4	2	24	2		
<i>Peer Analysis</i>	2	0	20	0		
<i>Review of Performance Standards</i>	4	1	1	0		
<b>Task 3 Public Outreach (Without Optional Task)</b>	9	32	24	2	67	\$8,450
3.1 Stakeholder Meetings (2)	1	16	12	2	31	\$3,590
3.2 Public Meetings (up to 3)	8	16	12	0	36	\$4,860
3.3 Online Survey (Optional)	6	4	24	0	34	\$4,220
<b>Task 4 Alternatives Analysis</b>	84	56	72	34	246	\$33,570
4.1 Evaluate Long-Range Transit Demand	8	4	16	2	30	\$3,910
4.2 Service Alternatives	40	12	16	20	88	\$12,480
4.3 Capital Alternatives	24	8	16	6	54	\$7,870
4.4 Coordination Strategies	12	32	24	6	74	\$9,310
<b>Task 5 Draft Report</b>	40	8	18	18	84	\$12,060
5.1 Prepare Draft Report	32	8	16	16	72	\$10,120
5.2 Present Draft Report	8	0	2	2	12	\$1,940
<b>Task 6 Final Report</b>	4	8	0	0	4	\$1,800
6.1 Incorporate Comments & Finalize Report	4	8	0	0	4	\$1,800
<b>Total</b>	167	111	269	82	621	
<b>Labor Subtotal</b>						
Total Hours						
Direct Labor Rate	\$200.00	\$125.00	\$105.00	\$65.00		
Labor Subtotal:	\$33,400	\$13,875	\$28,245	\$5,330		\$80,850
						
<b>Direct Costs:</b>						
<b>Item</b>						
Travel: LSC						\$900
Copying/Printing: LSC						\$500
<b>Direct Costs Subtotal:</b>						<b>\$1,400</b>
<b>Total Cost: Without Optional Task</b>						<b>\$82,250</b>
<b>Total Cost: With Optional Task</b>						<b>\$86,470</b>

## Section 4

### Team Profile, Background and Experience

---



This proposal is submitted by LSC Transportation Consultants, Inc. LSC is the successor firm to Leigh, Scott, and Cleary, which was formed in 1975 to provide consulting services in all phases of transportation planning and traffic engineering. The firm has offices in Tahoe City, California (from which the study would be conducted) as well as Denver and Colorado Springs, Colorado. With an overall staff of 25, we have the capability and background to efficiently conduct the upcoming work.

Our experience focuses on transit systems of JAC's size and complexity, such as our recent work for the Merced *The Bus* program, for San Luis Obispo Transit and for the City of Vacaville's *City Coach* program. Through this work, as well as our work for the Tahoe Transportation District and Washoe RTC, we have gained a good understanding of the issues facing Carson City and the need to maximize the effectiveness of the service.



The firm has extensive experience in transit planning, both across the American West and the nation. The following pages present descriptions of recent projects that reflect our experience pertinent to the upcoming Carson City Project.

#### Proposed Project Team

LSC Transportation Consultants, Inc. will bring to the Short- and Long-Range Transit Plan study a Team comprised of experienced transit and transportation planners. Our Team members will function in a complementary manner with local staff to accomplish the transportation study in a timely manner, responsive to locally formulated goals and objectives. Proposed members of the Consultant Team are introduced below, followed by detailed resumes at the end of this section.

**Project Manager** – Gordon Shaw, PE, AICP, Principal with LSC, will serve as the Project Manager for the SRLRTP effort. He will utilize his experience as Project Manager for over 30 transit planning studies over the past 25 years. He will be responsible for overall project management, schedule and budget control, and for substantial portions of the SRLRTP work program.

**Senior Planner** – Jason Miller will support the project with capital and operational analysis and planning. Jason has over 15 years of experience planning, developing, implementing, and managing effective public transportation solutions in smaller communities. In particular, Jason for many years served as Executive Director for the Ketchum Area Regional Transit (KART) system in Ketchum/Sun Valley Idaho, which is similar in size to the JAC program. Jason developed numerous transit service plans, long-range strategic plans, capital improvement plans, operating plans, bus stop improvement projects, performance dashboards, and transit outreach plans. Jason has experience growing transit system ridership by planning and developing routes and services that meet community needs. Jason holds an engineering degree from the University of Colorado.

**Project Planner** – Genevieve Evans, AICP, Transportation Planner with LSC, will serve as a Planner for the study. She will collect, compile, and analyze the existing conditions and transit data, and assist in the analyses of financial alternatives. She will collect, compile, and analyze demographic data and assist in the analyses of existing conditions. Ms. Evans has proven invaluable in the compilation of data and preparation of study documents for transit studies in California including El Dorado County, Calaveras County, Nevada County, Town of Truckee, Placer County, Tuolumne County, and Del Norte County. She has also conducted several Transportation Development Act Triennial Performance Audits in other Northern California counties as well. She holds a B.A. in Economics from the University of California at Berkeley and is a member of the American Institute of Certified Planners and the American Planning Association.

**Project Planner** – Justine Rembac will assist with data collection, review of development plans, and analysis of demographic data. Since joining LSC in 2018, Ms. Rembac has worked on transit studies for Dinuba California and Lodi California, on the General Plan for the Town of Truckee, as well as corridor studies in the Tahoe Basin and the Big Sur Area. She also has four years of experience as a land use/urban planner in the Bay Area and Tahoe City, and holds a BS degree in Society and Environment from the University of California at Berkeley.

**Other Project Staff** – In addition to the key study personnel identified above, LSC will provide the graphics and clerical staff needed to conduct the study from our Tahoe City office. If study schedule requirements indicate a need for additional professional personnel, LSC will draw (at no additional cost to the client) on our staff members in our Colorado Springs office.

The LSC staff will have more than adequate availability between February and July to complete the work scope. While we will have several other concurrent projects underway, our Tahoe City office will have wrapped up two major projects (Yosemite Area Regional Transit System SRTP and SolTrans Comprehensive Operational Assessment) by the initiation date for the Carson City project. Our office location within an hour drive of Carson City will ensure that we are available as needed to complete the project.





Gordon Shaw is a Principal of LSC Transportation Consultants, Inc. and generally serves as the Project Manager for studies conducted out of the Tahoe City, California office.

Mr. Shaw joined the firm in 1983 and has experience conducting traffic and transportation studies throughout the western United States. He has conducted over 300 transportation studies for both public and private clients, including traffic engineering studies, traffic model and simulation analyses, transit planning studies, parking analyses, transit facility designs, and bicycle/pedestrian studies.

Mr. Shaw holds an Engineer's Degree in Civil Engineering from Stanford University, a M.S. in Infrastructure Planning from Stanford University, and a B.S. in Civil Engineering from Purdue University.

#### EDUCATION

Engineer's Degree in Civil Engineering – Stanford University  
Master of Science in Infrastructure Planning – Stanford University  
Bachelor of Science in Civil Engineering – Purdue University

#### PROFESSIONAL REGISTRATIONS

Registered Professional Engineer in California, Colorado, Nevada, and Utah

#### PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (AICP)  
Institute of Transportation Engineers (ITE)  
American Planning Association (APA)

#### PROJECT EXPERIENCE

In his capacity as Principal with the firm, his duties run the gamut from large-scale urban transit and transportation planning to site-specific preliminary engineering design and traffic analysis. A strong focus of his work history is for resort areas developing transportation plans for environmentally sensitive areas that can efficiently accommodate large variations in travel demands. Mr. Shaw also conducted transportation modeling efforts for roadway design studies associated with numerous large developments in California, Nevada, and Colorado.

Fixed-route transit system studies have formed the focus of Mr. Shaw's transit experience with the firm. He has served as Project Manager for over 60 transit studies throughout the American West, with a focus on rural and small urban transit systems. He has specialized in the planning of transit service for mountain resort communities directing studies in Durango, Steamboat Springs and Summit County, Colorado; South Lake Tahoe, California and Jackson, Wyoming. He developed plans for transit systems providing service to the elderly and disabled of Weld County, El Paso, and Pueblo Counties in Colorado as well as conducted a statewide transit needs assessment for the Arkansas Governor's Office. He conducted transit-planning workshops in California, Arizona, New Mexico, and Colorado. In addition, Mr. Shaw developed a number of transit maintenance, intermodal, and bus rapid transit facility plans.

Parking has constituted another element of Mr. Shaw's work history including work for downtown centers, hospitals, resort communities, and universities. In addition, he developed preliminary engineering and functional designs for municipalities and college campuses as well as for other private and public projects. Mr. Shaw served as Project Manager for a variety of pedestrian and bicycle studies in Colorado and California.



# Jason M. Miller Senior Planner

Exhibit A



## Resort Transit Planning Projects

**5-year Strategic Plan and Service Plan for Mountain Rides Transportation Authority (ID).** Author and project manager for development of a new plan to define direction of all of Mountain Rides transit services and transportation programs for 2016-2020 timeframe. Project involved significant public outreach, stakeholder meetings, and interface with board of directors. Existing and potential new services were analyzed for potential ridership and costs and overall effectiveness.

**Strategic Marketing and Public Outreach Plan for Mountain Rides (ID).** Author and manager of development of a plan to define public engagement, outreach strategies, and customer information tools. The plan focused on low-cost, grassroots strategies that relied heavily on community partnerships. Website improvements and a real-time bus location phone app were called for.

**Transit development tools for Selkirk Pend Oreille Transit (SPOT) (ID).** Served as consultant and project manager for the development of a complete package of transit development tools for this rural transit agency serving the greater Sandpoint area of Idaho. Tools for SPOT included a capital improvement plan that analyzed current and future fleet needs; a marketing plan that suggested an improved website and customer information tools; a service development plan that analyzed opportunity to connect transit service to Schweitzer Mountain Resort and improve overall route connectivity; and, a performance dashboard that organized monthly ridership, safety, and financial data into an easy to read report for the board and public.

**Development of a downtown transit center for City of Ketchum (ID).** Led funding, planning, public outreach, and necessary entitlements for a facility in the downtown core of Ketchum. Facility will coordinate 5 bus routes with passenger amenities such as a waiting area, bus shelters, bicycle racks and lockers, pedestrian connectivity, bus pull-outs, and safety features. Work involved site alternatives analysis, federal environmental approvals, and city planning and zoning approvals.

**Planning, funding, and construction of new maintenance and administration facility in Bellevue (ID).** Secured federal funding and local match, managed procurement and architectural design process with contractors, and served as transit agency project manager for \$2 million construction project that included bus storage, maintenance bays, office space, bus stop improvement, and park and ride spaces. Facility opened in 2015 and was built on-budget and ahead of schedule and received state level award for a transportation facility.

### Experience

- Over 15 years' experience planning, developing, and implementing effective public transportation solutions in rural and mountain resort communities
- Executive Director of Mountain Rides Transportation Authority, a rural resort transportation provider, Ketchum, ID (2007-2017)
- Executive Director of Wood River Rideshare, a multi-modal transportation non-profit, Ketchum, ID (2006-2007)
- Sales Engineer at AceCo Precision Manufacturing, Boise, ID (2002-2005)
- Owner of Timberline Express, a private passenger shuttle and charter company, Buena Vista, CO and Denver, CO (1997-2001)
- Technical Engineer at Western Region, a manufacturers rep, Westminster, CO (1994-1997)

### Education

- Bachelor of Science in Electrical Engineering, University of Colorado at Boulder (1994)

### Professional Registrations/Affiliations

- Member – American Planning Association
- League Certified Instructor (LCI# 1564) and Member – League of American Bicyclists
- Board Member and Past President – Community Transportation Association of Idaho

### Accolades

- Community Engagement Award for Blaine Co. Bicycle and Pedestrian Master Plan; Idaho Smart Growth (2017)
- Leader of the Year; I-WAY, an Idaho multi-modal transportation group (2014)
- "Top 40 Under 40" Transportation Professional; Mass Transit Magazine (2010)



Ms. Evans joined LSC Transportation Consultants, Inc. as a Transportation Planner for the Tahoe City, California office in 2003.

Ms. Evans has served as Project Manager for Transit planning studies in Alpine County, Amador County, Calaveras County, City of Anderson, Placer County, Lake County, and Nevada County. She has also conducted updates of Coordinated Public Transit Human Service Transportation Plans in Amador and Inyo/Mono counties.



**TRANSPORTATION  
PLANNING AND  
TRAFFIC  
ENGINEERING  
CONSULTANTS**

2690 Lake Forest Road  
Suite C  
Post Office Box 5875  
Tahoe City, CA 96145  
530 • 583-4053

### **EDUCATION**

Bachelor of Arts, Economics at University of California, Berkeley  
Coursework in Land Use Planning and GIS at University of Nevada, Reno and Oregon State University Distance Education

### **PROFESSIONAL REGISTRATIONS**

American Institute for Certified Planners (AICP)

### **PROFESSIONAL MEMBERSHIPS**

American Planning Association  
American Institute for Certified Planners

### **PROJECT EXPERIENCE**

Over the years, Ms. Evans has been a part of the study team for a variety of projects such as the Calaveras Intercity Transit Feasibility Study, Tahoe Interregional/Intraregional Transit Study, Sierra County Bicycle Plan, transit planning guidebook for the National Park Service and the Town of Truckee ADA-Compliant Paratransit Plan. As part of these studies, Ms. Evans has researched demographic and economic data, reviewed the existing transit systems, administered onboard surveys, conducted alternatives analysis, and prepared fiscally constrained plans.

Ms. Evans conducted the update of the Inyo County 2015 Regional Transportation Plan, Lassen County 2012 Regional Transportation Plan, Del Norte 2011 Regional Transportation Plan, Alpine County 2010 Regional Transportation Plan, Sierra County 2005 and 2010 Regional Transportation Plans, Calaveras County 2007 Regional Transportation Plan, and the Modoc County 2008 Regional Transportation Plan. Additionally, she has conducted Triennial Performance Audits for the transit programs and regional transportation planning agencies in El Dorado County, Tahoe Basin, Del Norte County, Alpine County, Modoc County, Amador County, Nevada County and Placer County. Ms. Evans had a major role in the collection, organization, and analysis of land use data used in the traffic model for the Truckee General Plan update. She also prepared grant requests for federal transit capital and operating grant programs, Active Transportation Programs, and conducted a study of vehicle and transit facility improvements for Modoc County.

# Justine Rembac, Planner



## **EDUCATION**

University of California, Berkeley  
Bachelor of Science in U.S. Environmental Policy and Management with a Minor in City and Regional Planning

## **PROJECT EXPERIENCE**

Justine Rembac joined LSC Transportation Consultants, Inc. in 2018 as a Transportation Planner in the Tahoe City, California office.

Ms. Rembac has strong research and technical writing skills and is experienced in conveying information using Microsoft Excel, ArcGIS, and Adobe Suite.

Prior to joining LSC, Ms. Rembac worked in the San Francisco Bay Area as a Planner. While at Urban Planning Partners in Oakland, she authored CEQA planning documents, drafted general plans, and coordinated public input for small towns and cities. In this role, she interfaced with subconsultants, clients, the public, and government agencies daily to create documents such as the Truckee Railyard Master Plan and the Alameda Main Street Neighborhood Specific Plan.

In her previous role as a Planner at PlaceWorks, she used ArcGIS, census data, and field research to create an Open Space and Parks Assessment report for Los Angeles County. Justine holds a Bachelor of Science in U.S. Environmental Policy and Management with a Minor in City and Regional Planning from University of California, Berkeley.



TRANSPORTATION  
PLANNING AND  
TRAFFIC  
ENGINEERING  
CONSULTANTS

2690 Lake Forest Road  
Suite C  
Post Office Box 5875  
Tahoe City, CA 96145  
530-583-4053



## WESTERN PLACER COUNTY SHORT RANGE TRANSIT PLANS

### PROJECT LOCATION

Placer County, California

### CLIENT

Placer County Transportation Planning Agency

### PROJECT MANAGER

Gordon Shaw

DATE -- 2017-2018

CONTRACT AMOUNT -- \$214,850

### REFERENCE

David Melko, Senior Trans. Planner  
 dmelko@pctpa.net  
 530-823-4090

Will Garner, Transit Manager  
 publicworks@placer.ca.gov  
 530-889-7582



Western Placer County comprises a large area that encompasses larger suburban communities (Roseville, Lincoln, Rocklin) as well as smaller towns (Auburn, Colfax) and rural areas. The region is served by three public transit organizations: Placer County Transit (operated by Placer County), Roseville Transit, and Auburn Transit. In addition, the Western Placer Coordinated Transit Services Agency provides a range of mobility services for the region's seniors and persons with disabilities. The overall services encompass two commuter services into downtown Sacramento, fixed route services, route deviation services, paratransit programs, and mobility training services.

To provide for a coordinated transit plan for these overlapping entities, LSC was retained by the Placer County Transportation Planning Agency to conduct concurrent Short Range Transit Plans for the four transit programs. This work encompassed the following:

- Extensive on-board data collection on all services, including boarding/alighting counts, passenger surveys and on-time observations.
- A comprehensive operational analysis of all routes and services.
- Extensive public outreach efforts, utilizing the able services of AIM Consulting.
- A detailed evaluation of the potential role of Transportation Network Company service in the region.
- Preparation of service, capital, marketing, financial and institutional plans for all transit organizations.

The resulting final plans are currently being reviewed for final adoption.



## MERCED COUNTY SHORT RANGE TRANSIT PLAN 2017/18-2021/22

### PROJECT/LOCATION

Merced County, California

### CLIENT

Merced County Association of  
Governments  
369 West 18th Street  
Merced, California 95340

**CONTRACT MAXIMUM:** \$124,930

### PROJECT MANAGER

Gordon Shaw, PE, AICP



### DATE

2016-17

### REFERENCE

Stacy Dabbs, Deputy Executive Director  
stacy.dabbs@mcagov.org  
209 • 723-3153 ext. 109

The Merced County Associations of Governments contracted with LSC Transportation Consultants, Inc. to prepare a Short Range Transit Plan for “*The Bus*” program serving Merced County. This work built upon a previous Comprehensive Operational Analysis conducted by LSC. Our work for the SRTP consisted of the following:

- A complete boarding/alighting and schedule adherence survey of all runs on each fixed route over the course of several days.
- On-board passenger surveys.
- A review of existing bus stop and transit center conditions and potential improvements.
- Analysis of Routematch and automated vehicle location data.
- An extensive public outreach process, including stakeholder interviews, public workshops, and a successful on-line survey of public perceptions of potential service alternatives.
- An assessment of the impacts of autonomous vehicles on the demand for and provision of transit service
- A detailed evaluation of goals, standards and objectives.
- An updated Marketing Plan, focusing on key potential ridership groups.

Reflecting the many elements of the transit program, the final plan included modifications to urban fixed routes and schedules, improvements to commuter and rural routes, changes in paratransit policies and service levels, and modifications to fare policies. These elements were supported by a detailed financial plan. The study was adopted by the MCAG Board in May, 2017.



## TAHOE AREA REGIONAL TRANSIT (TART) SHORT RANGE TRANSIT PLAN

### PROJECT/LOCATION

North Lake Tahoe, California/Nevada

### CLIENT

Tahoe Regional Planning Agency  
128 Market Street  
P. O. Box 5310  
Stateline, Nevada 89449

### PROJECT MANAGER

Gordon Shaw

### DATE

2003-2005

### REFERENCE

Will Garner, Transit Manager  
530 • 889-7582  
publicworks@placer.co.gov



The Tahoe Area Regional Transit (TART) program, operated by Placer County in California, serves the North Shore portion of the Tahoe Basin as well as the nearby communities of Truckee, Squaw Valley, and Alpine Meadows. The service area includes major winter and summer resorts and is currently developing at a rapid pace. LSC Transportation Consultants, Inc. was retained by the Tahoe Regional Planning Agency to prepare a five-year plan for the TART program to guide the expansion of services.

The study included comprehensive on-board passenger surveys, as well as detailed passenger activity and on-time performance surveys. In addition, demographic studies were conducted regarding existing transit needs for both residents and visitors of the region, as well as an evaluation of future needs based upon approved development and demographic trends. Working with a study steering committee, a series of over 40 alternatives were developed and evaluated. The resulting plan identified service improvements including expansion in service area and evening services as well as improvements in service frequency. Capital plans, management systems, and marketing plans were developed to support the new services. Finally, a detailed financial plan was developed to identify the required funding levels.

## VACAVILLE TRANSIT SERVICE EVALUATION

**DATE** – 2016-2017

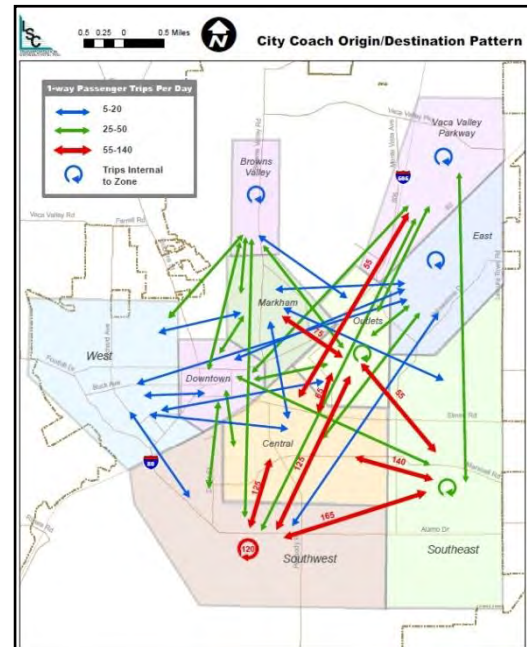
**PROJECT/LOCATION** – Vacaville, California

**PROJECT MANAGER** - Gordon Shaw

**CLIENT** – City of Vacaville

### REFERENCES

Brian McLean, Public Works Superintendent  
 City of Vacaville  
 Brian.mclean@cityofvacaville.com  
 707-469-6504



The City of Vacaville, faced with declining ridership and tight financial requirements, saw the need for a comprehensive review and service plan for the City Coach program. LSC Transportation Consultants, Inc. was retained to conduct this very detailed operational analysis and plan. The initial task was to produce a detailed market analysis, which, through a review of current demographics and trends, as well as an evaluation of near-term future development plans, matched the expected need with current services and identified gaps in service. Next, the Consultant Team conducted a detailed evaluation of services, which included:

- On-board boarding/alighting and on-time performance data collection for all fixed routes.
- On-board passenger survey, as well as a web-based survey
- A series of six transit planning workshops
- A detailed review of existing services, including a route segment analysis, transfer analysis, performance analysis, and a comparison of transit passenger travel patterns with the quality of existing services.

With a clear understanding of the transit market and transit performance, the Consultant evaluated a series of service enhancements with high potential, including changes in operating hours, new school tripper routes, revisions in routes to reduce transfers, and service to new areas. After presenting alternatives to the public through additional workshops and working with transit staff, these alternatives were refined into a five-year operations plan, supported by a capital plan and financial plan to revamp the City Coach program to better meet current and expected needs. The final plan was unanimously approved and adopted by the City Council. The client followed up, stating “I wanted to take a moment to thank you both for the work that you did on our system evaluation project...We greatly appreciated your feedback, work product and general desire as we have to make some positive changes within the City Coach program.”





## RTC VIRGINIA STREET CORRIDOR BUS RAPID TRANSIT EXPANSION STUDY

### PROJECT LOCATION

Reno, Nevada

### CLIENT

Regional Transportation Commission  
1105 Terminal Way Suite 211  
Reno, NV 89502

**CONTRACT MAXIMUM:** \$72,000

### PROJECT MANAGERS

Gordon Shaw

### DATE

2012-13

### REFERENCES

Amy Cummings, Director of Planning  
775-335-1825  
acummings@rtcwashoe.com



Virginia Street is the primary north-south arterial roadway through Reno, connecting the University of Nevada Reno campus on the north with the downtown, midtown and commercial centers on the south. This corridor is also the site of RTC's successful "RAPID" Bus Rapid Transit program, currently stretching from downtown to the Meadowood Mall regional commercial center on the south. As a subconsultant to Atkins, LSC was retained to head up the transit planning and facility design tasks of a comprehensive corridor study for Virginia Street. Our key tasks consisted of the following:

- Ridership projections associated with extension of the BRT service 2 miles northward to serve the UNR campus, based on extensive analysis of existing ridership data.
- Development of alternative BRT station locations on the UNR campus, including evaluation of impacts on ridership, parking and traffic circulation.
- Operational and ridership analysis of service options for the southern portion of study corridor.
- Assessment of service, fare, and marketing strategies to better serve both UNR and the Truckee Meadows Community College campuses with public transit, as part of a broader effort to make Reno a "university town".

Combined with roadway, bicycle/pedestrian and parking strategies developed by Atkins, the resulting plan provides a comprehensive transportation strategy for the Virginia Street Corridor that increases connectivity between the key portions of the corridor while encouraging non-auto mobility options. It was subsequently used as the technical basis for a FTA "Small Starts" funding application.

This page left intentionally blank.



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** February 13, 2019

**Staff Contact:** Karissa Moffett, Bicycle and Pedestrian Coordinator

**Agenda Title: (For Information Only)** To present the Safe Routes to School Action Plan for the Western Nevada Safe Routes to School program.

**Staff Summary:** The Western Nevada Safe Routes to School (WN-SRTS) Action Plan was introduced in 2018, and has been refined through collaboration with the Nevada Department of Transportation, member schools districts, and participating law enforcement agencies. This plan outlines strategies and actions to improve school traffic safety in our communities.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

### **Proposed Motion**

N/A

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

In 2017, Carson City was awarded a grant for carrying out the WN-SRTS program in Carson City, Douglas, Lyon, and Storey counties for the benefit of children in primary and middle schools. The purpose of the program are: (1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative; and (3) to facilitate the planning, development and implementation of projects and activities that will improve safety in the vicinity of schools.

The purpose of the Action Plan is to outline program deliverables, establish performance measures, and track progress. The timeline of the program is between September 2018 and September 2020.

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

Title 23 U.S.C. §133 and Title 49 CFR

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The action items in the Action Plan will utilize funding from a March 13, 2017, agreement between the Nevada Department of Transportation and Carson City.

**Supporting Material**

-Exhibit-1: Safe Routes to School Action Plan September 2018 to September 2020

**Board Action Taken:**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Carson City Public Works Department

# SAFE ROUTES TO SCHOOL ACTION PLAN



NV Momentum: Nevada Moves Day 2018

**September 2018 to September 2020**  
**CARSON CITY, DOUGLAS, LYON, & STOREY COUNTIES**





# TABLE OF CONTENTS

Quick History .....	4
Introduction, Mission, & Strategies.....	5
<i>Map: Western Nevada SRTS Service Area .....</i>	<i>6</i>
<i>Facts About Walking and Biking to School.....</i>	<i>7</i>
Goals.....	9
Program Plans .....	11
Performance Measures & Matrix.....	13
<i>Chart: Project Schedule .....</i>	<i>18</i>
Works Cited.....	19

## QUICK HISTORY<sup>2</sup>

### Nevada Safe Routes to School at a Glance

- Pre-2000** Safe Routes to School (SRTS) started in United States in the 1990's as active projects in a few cities and one state, Florida.
- 2005** Safe Routes to School programmatic funding approved by Congress in all 50 states and the District of Columbia; the SAFETEA-LU (Safe, Accountable, Flexible Efficient Transportation Equity Act – A Legacy for Users) provided more than \$1 billion in funding for school infrastructure improvements and programming.
- 2005** Nevada Department of Transportation (NDOT) created the Statewide SRTS program through the SAFETEA-LU grant.
- 2006** SRTS National Center was created. As a product, they developed a nationwide, centralized data collection and reporting system to understand and evaluate walking and bicycling to school.
- 2010** Nevada Moves Day started as a statewide event by NDOT to celebrate how much fun walking and biking can be.
- 2012** SRTS programming funded through a new Federal transportation bill, MAP-21 in combination with Walking and Biking.
- 2013** NDOT produced a transportation plan identifying SRTS as a strategy for increasing statewide support for bicycling.
- 2015** Continuation of SRTS, Walking and Biking funding provided through the FAST Act (Fixing America's Surface Transportation Act). The State of Nevada, Department of Transportation funds SRTS through the Surface Transportation Block Grant (STBG) program.
- 2017** Western Nevada SRTS program changed department, from Carson City Health & Human Services, to Carson City Public Works Transportation Division.
- 2018** Western Nevada SRTS creates a Two-Year Action Plan.



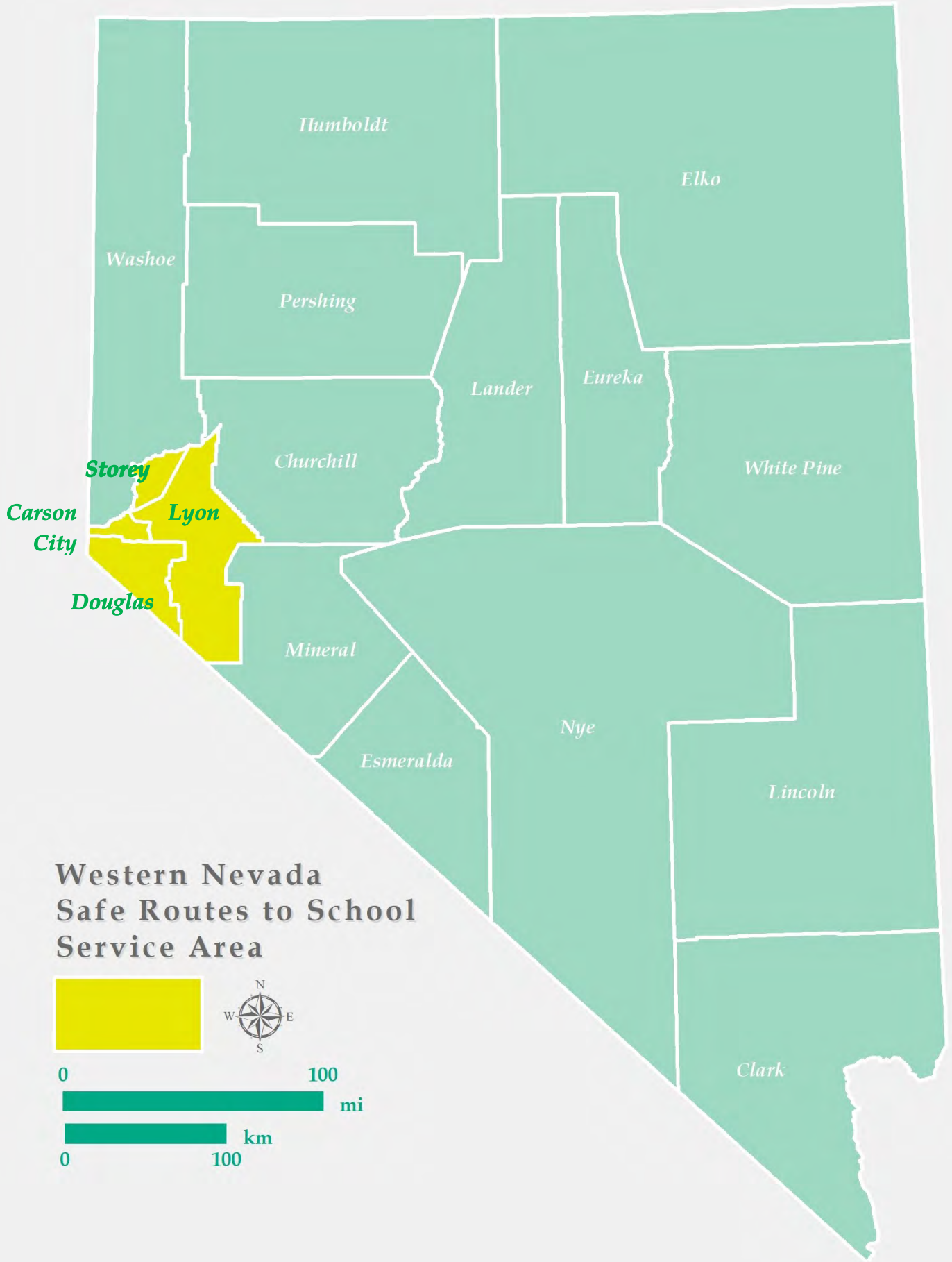
# INTRODUCTION & MISSION

The mission of the Western Nevada Safe Routes to School (WN-SRTS) program is to improve safety and well-being of students, families, and school staff/faculty traveling to/from school by foot, bicycle, and other active modes of transportation. This plan was developed with community partners to learn how to best to serve elementary and middle schools in the western Nevada region of Carson City, Douglas, Lyon, and Storey counties. The Action Plan aims to empower schools and communities to develop a SRTS program which best meets local needs; and by the same token, hold workshops and trainings to provide information, resources, and tools to be successful. Best practices and strategies were used and continue to be used to develop and implement this plan over the next two years to increase safety around schools.

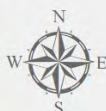
## STRATEGIES

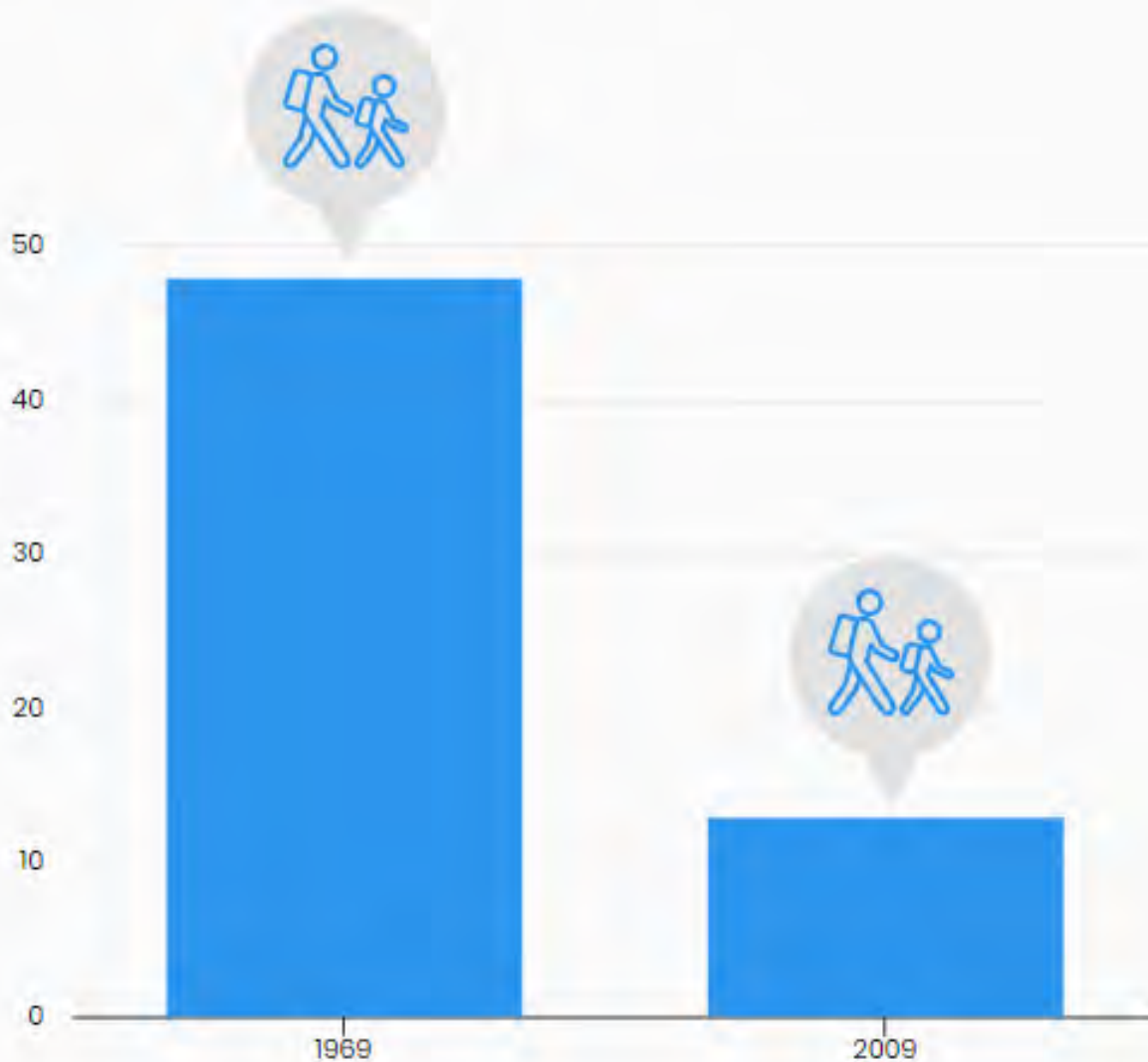
The WN-SRTS program focuses on a combination of six (6) strategies from the Safe Routes to School National Partnership to improve safety and to get more students walking and bicycling to school. We are working closely with the school districts and law enforcement to support Education and Enforcement strategies. Additionally, we are working with Advocacy Groups like Muscle Powered, the Bicycle and Pedestrian Advisory Committee workgroup, SRTS Champions and City Department to support Encouragement/Empowerment, Evaluation/Planning, and Engineering strategies. This Two-Year Plan encourages the following actionable strategies which are integrated into our program plans:

<b>Education</b>	Teaching safety skills, and informing about roadway rules, rights, and responsibilities
<b>Encouragement/ Empowerment</b>	Community involvement through outreach, events, and activities
<b>Enforcement</b>	Upholding well-informed policies and laws through law enforcement and crossing guards
<b>Engineering</b>	Designing and building physical infrastructure improvements for safety
<b>Evaluation/ Planning</b>	Monitoring efforts of strategies and performance measures of the Safe Routes to School program mission
<b>Equity</b>	Utilizing all 5 strategies in concert to reach Equity and meet the program's mission. Equal access to safety and transportation information for all students regardless of race, ethnicity, or income.



**Western Nevada  
Safe Routes to School  
Service Area**





Nationally, the percentage of youth who walk and bike to school has dropped from 48% (1969) to 13% (2009)

Nation-wide Data Sourced from the Pedestrian and Bicycle Information Center (BPIC)  
Graphic created using Venngage



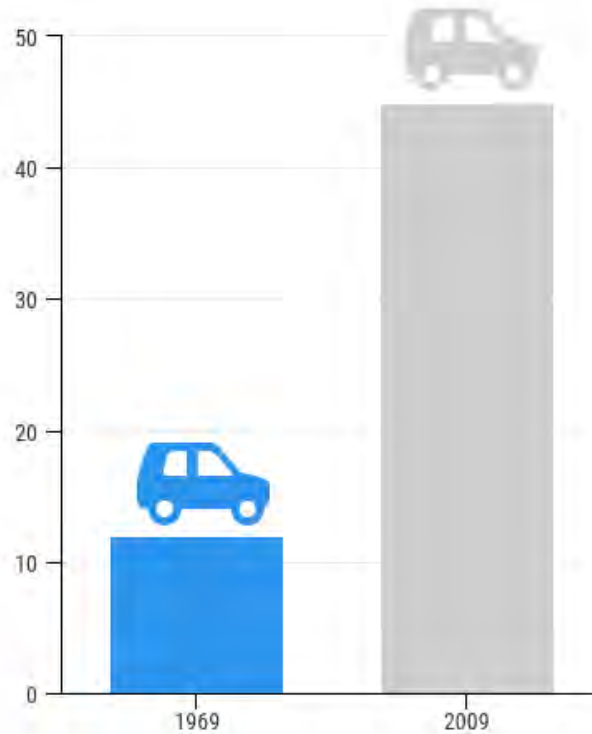
Academic performance is enhanced following physical activity



Walking 1 mile takes 20 minutes



Bicycling 1 mile takes 6 minutes



### Vehicle

From 1969 to 2009, the percent of children being driven to/from school has tripled.



● 1969 (39%) ● 2009 (39%)

### School Bus

School bus ridership has remained the same between 1969 and 2009

Nation-wide Data Sourced from the Safe Routes to School National Partnership  
Graphic created using Venngage



Nevada Momentum: Nevada Moves Day 2018

# GOALS

Western Nevada Safe Routes to School program evaluates our strategies and program plans to make sure they are appropriate and satisfactory for each county and school. Furthermore, quarterly and annually, we review our performance measure to ensure our resources are being used efficiently.

Bridging the intersections of Western Nevada SRTS strategies and program plans are the following goals:

- ✓ **GOAL 1:** Building a coalition of Champions, community partners and advocates to grow the program
- ✓ **GOAL 2:** Utilizing nationwide best practices and data to drive our decisions to improve safety on our streets and roads near schools
- ✓ **GOAL 3:** Measuring the successes of our comprehensive approach by tracking benchmarks of performance measures

Mission → Goals → Strategies → Performance Measures →



# PROGRAM PLANS

(DETAILED ACTION PLAN MATRIX FOR PROGRAM PLANS IS ON PAGE 14)

From 2018 to 2020, our focus is on improving safety within the walk zone<sup>a</sup> of schools, and widening the variety of Safe Routes projects<sup>b</sup> to the following:

**Coordinate with Law Enforcement & Crossing Guard Programs** to provide trainings twice annually. Crossing guards serve as a guardian to protect children on their way to-and-from school and remind motorists of the presence of people walking. The purpose of the trainings is to establish uniform training guidelines and equip crossing guards with the necessary tools and information to perform their job efficiently and safely. In unison, School Districts, NDOT and WN-SRTS will work with Law Enforcement to establish criteria for identifying and selecting crossing guard locations. Similarly, creating a culture of safe streets is important. That is why we are rolling out a safety campaign encouraging motorists to drive respectfully.

**Lead Physical Education Teacher Trainings and Community Workshops** for a train-the-trainer approach to bring bicycle and pedestrian education to a wider scope of students in grades 3-5<sup>th</sup>. Teachers are trained by a League of American Bicyclists League Cycling Instructor by the League of American Bicyclists and provided a curriculum to teach bicycle and pedestrian safety. Trained teachers are able to reserve a trailer filled with a bicycle fleet and equipment (i.e. helmets, traffic signs, ropes, and traffic cones) to set up a course.

*(Continue on next page)*

---

a) A school walk zone is defined by the enrollment boundary and is not served by bus unless the school district has made an exception. Thereby, students residing in the walk zone are required to travel by another mode such as drive, walk, bike, etc. to school. Walk zones vary by the county.

b) Strategies of the Nevada DOT Statewide Bicycle Plan<sup>1</sup> have incorporated into this plan are:

- ✓ *Strategy 1E:* NDOT to work with health advocates and agencies in promoting bicycling as part of a healthy lifestyle for children and adults, including SRTS and special events.
- ✓ *Strategy 4A:* NDOT, in partnership with other state, local, and private sector organizations, will provide bicycle training for youth and adult bicyclists.

**Expand and develop the Champions Program.** Champions serve as a liaison to enhance the Safe Routes to School Program at their respective counties/schools. Champions are responsible for leading Safe Routes efforts at their school, including recruiting a support team of parents and students, school administration, and other stakeholders to plan and help with activities like walking school buses and bike trains; documenting known safety problems around the school and parental concerns; and recommending needed safety improvements.

**Celebrate Walk to School Day, Bike to School Day, and Nevada Moves Day.** Annually, each of these events will occur on their respective days to encourage students and families to walk and bike together. A toolkit is to be created to help schools participate independently to promote school zone safety. In concurrence with Community Travel Safety Plans (refer below), to provide parents, students, and school employees with a travel map documenting safe routes to get to-and-from school by foot.

**Develop Community Travel Safety Plans** to provide technical assistance to schools to improve travel safety and create WalkBike route maps; prioritize and engineer safety infrastructure improvements to enhance security for all road users. With the current capacity of the Western Nevada Safe Routes to School program, this plan is to be offered to a limited number of schools per school year. With the ultimate goal of expanding in future program years.



Carson City Bike Ride to School 2009



# PERFORMANCE MEASURES

## ACTION PLAN MATRIX: SEPTEMBER 2018 TO SEPTEMBER 2020

This matrix provides specific action items to achieve the mission of the Western Nevada Safe Routes to School program. Each action item will be measured quarterly to track progress in the two-year cycle. Cost is determined by the following descriptions—Low: Programmatic; Medium: Maintenance and Operation; High: Construction Projects. The “Task” Column corresponds with the Project Timeline on page 21 and does not correspond to priority.

### LAW ENFORCEMENT & CROSSING GUARDS

TASK	ACTION	STRATEGY TYPE	DESCRIPTION	MEASURABLE OUTCOMES	COST	LEAD/PARTNERS
1	<b>Participate in Crossing Guard Trainings</b>	Enforcement	Coordinate and incorporate SRTS component into crossing guard trainings	# of trainings # of crossing guards in each county	Low	School Districts/ NDOT, Bicycle and Pedestrian Coordinator
2	<b>Develop Shapefile of Crossing Guard Locations***</b>	Enforcement	Developing a GIS Shapefile of all crossing guard locations and review crossing guard placement criteria	# of schools inventoried	Low	Bicycle and Pedestrian Coordinator /School Districts
3	<b>Enforce Parking and Speed Zones in School Zones</b>	Enforcement Education	Enforcement working with schools that provide a letter of supervision	# of times a letter of supervision is issued	Low	Sherriff’s Department /School Resource Officers/ Champions/ Bicycle and Pedestrian Coordinator, Champions
4	<b>Establish an Awareness Campaign</b>	Education Enforcement	Develop window clings program to encourage respectful driving	# of people who sign a school safety pledge	Medium	Bicycle and Pedestrian Coordinator

\*\*\*Phase I: Carson City; Phase II Douglas; Phase III Lyon & Storey Counties

## TEACHER TRAININGS & COMMUNITYWORKSHOPS

TASK	ACTION	STRATEGY TYPE	DESCRIPTION	MEASURABLE OUTCOMES	COST	LEAD/ PARTNERS
5	<b>Offer and Provide Elementary School P.E. Teacher Trainings</b>	Education	Trainings to equip teachers with knowledge and tools to teach Pedestrian and Bicycle Safety.	# of teachers trained # of trainings P.E. Teachers conduct # of students reached	Low	Bicycle and Pedestrian Coordinator/ School Districts, NDOT, Muscle Powered
6	<b>Create a Teacher Toolkit</b>	Education	A digital toolkit includes a lesson plan customizable to each school/class and materials to assist with efforts.	Create 1 downloadable toolkit	Low	Bicycle and Pedestrian Coordinator/ School Districts
7	<b>Loan Bicycle Trailer and Equipment to Trained Teachers</b>	Education	Provide on-bike equipment to teach students safety skills	# of times a bike trailer is checked out by trained teachers and community members	Medium	Bicycle and Pedestrian Coordinator & Public Works' Maintenance Crew/Bike Shops
8	<b>Offer In-Class Pedestrian and Bicycle Safety Lessons To Schools</b>	Education	Offer safety Lessons to all schools.  Teachers, Champions, and Bike-Ped Coordinator to conduct lessons.	# of lessons # of kids reached per lesson	Low	Teachers, Champions, and Bicycle and Pedestrian Coordinator
9	<b>Establish a Bike Helmet Program</b>	Education Equity Encouragement	Promote Public Safety by holding helmet workshops and providing educational materials to trained people	# of trained bike helmet fitters # of helmets distributed	Medium	Bicycle and Pedestrian Coordinator

## CHAMPIONS PROGRAM

TASK	ACTION	STRATEGY TYPE	DESCRIPTION	MEASURABLE OUTCOMES	COST	LEAD/PARTNERS
10	<b>Interview and Hire Champions</b>	Equity	Identify people to join the SRTS team who want to advance school safety	# of champions	Medium	Bicycle and Pedestrian Coordinator and Carson City HR
11	<b>Train Champions</b>	Education Encouragement	Similar to Teacher trainings, to equip Champions with knowledge and tools	# of trainings	Low	Bicycle and Pedestrian Coordinator/ Champions
12	<b>Create a Champions Tool Kit</b>	Education	Develop how-to guides, bicycle rodeo toolkits for community/school events	# of bicycle rodeos	Low	Bicycle and Pedestrian Coordinator/ Champions
13	<b>Champions to Conduct Walking School Buses (WSB)</b>	Encouragement Education	Develop WSB that meets regularly to walk in groups to-and-from school	# of WSBs # of participants	Medium	Bicycle and Pedestrian Coordinator/ Champions

### PRIORITY OUTCOMES FROM PROGRAM PLANS

#### TO MONITOR QUARTERLY & ANNUALLY

# Schools Reached (total)  
 # New Schools  
 # Students Taught  
 # Teacher Trainings  
 # Teachers Trained

# Community Trainings  
 # Community Professionals Trained  
 # Community Events (CE)  
 # People Reached at CE  
 # Helmets Fit and Distributed

## CELEBRATE WALK, BIKE, & NEVADA MOVES DAYS

TASK	ACTION	STRATEGY TYPE	DESCRIPTION	MEASURABLE OUTCOMES	COST	LEAD/ PARTNERS
14	<b>Launch an online toolkit</b>	Encouragement Education	Support Champions, Schools, and Parents who want to celebrate	Create 1 downloadable toolkit	Low	Bicycle and Pedestrian Coordinator
15	<b>Coordinate Events at Schools</b>	Encouragement Education	Walk, Bike, and Nevada Moves Days to encourage participation	# of events # of estimated people reached	Low	Champions & Bicycle and Pedestrian Coordinator
16	<b>Launch Countywide Proclamations</b>	Education	Release Press Release, Media advisory, and social media posts	# of media releases # of people reach on social media	Low	Bicycle and Pedestrian Coordinator
17	<b>Develop Incentives Program for Schools Participating in Walk, Bike, &amp; Nevada Moves Days and Annual Travel Tallies**</b>	Encouragement	Schools who participate in every Walk, Bike, & Nevada Moves Days and/or travel tallies earn a bike rack and repair stations	# of participating schools # of participants per event	Medium	School Districts/ Bicycle and Pedestrian Coordinator
18	<b>Develop and Email Newsletters to Schools to Make Aware of Events</b>	Encouragement Education	A newsletter with important information about events, workshops, and SRTS resources	# of newsletters distributed	Low	Bicycle and Pedestrian Coordinator

*\*\* Pending Funding Availability*

## SCHOOL TRAVEL SAFETY PLANS\*\*

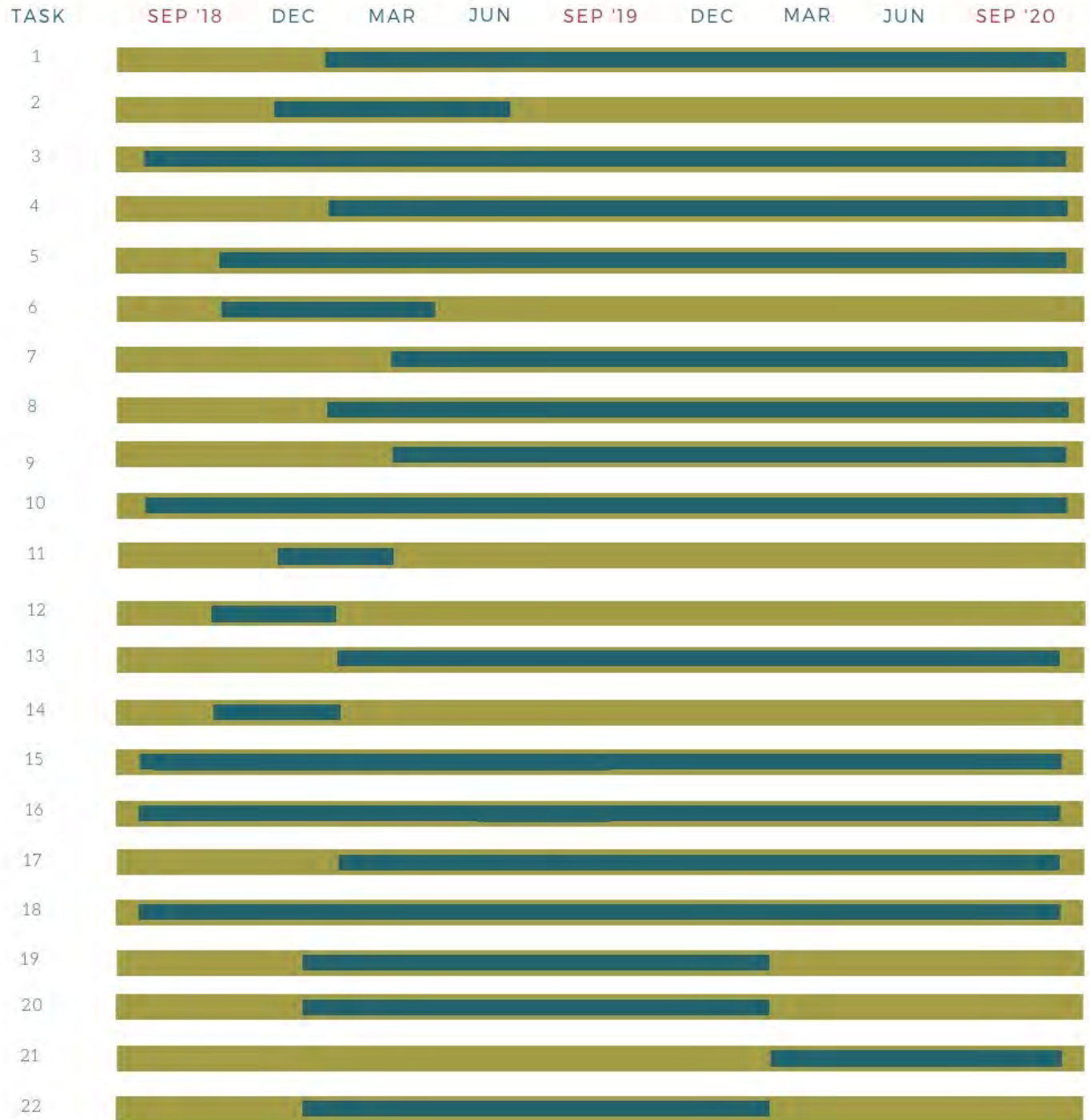
TASK	ACTION	STRATEGY TYPE	DESCRIPTION	MEASURABLE OUTCOMES	COST	LEAD/PARTNERS
19	<b>Provide Technical Assistance to Schools to Improve Travel Safety***</b>	Equity	Develop travel plans for schools to identify safety concerns for participating schools	# of school travel safety plans	Medium	Private Planning and Engineering Firm/Bicycle and Pedestrian Coordinator
20	<b>Conduct other School Traffic Safety Infrastructure Inventory for Street Lighting, Sidewalks, Curb Ramps, Crosswalks, etc. ***</b>	Engineering Evaluation	Take an inventory of all traffic safety assets 1 mile around elementary schools and 2 miles around middle schools	# of schools inventoried	Medium	SRTS Champions/ Consultant & Bicycle and Pedestrian Coordinator
21	<b>Develop Recommended Safe Routes Walk/Bike Maps***</b>	Education Encouragement	At schools develop a safe walk, bike, roll routes	# of travel safety maps developed	Medium	Bicycle and Pedestrian Coordinator/ Public Works, NDOT, Schools, Bicycle and Pedestrian Advisory Group
22	<b>Conduct Bike Parking Inventory at Schools***</b>	Encouragement Evaluation	Take an inventory of bike racks at Public School Campuses to determine the type, quantity, and location	# of schools inventoried	Medium	Bicycle and Pedestrian Coordinator

\*\* Pending Funding Availability

\*\*\*Phase I: Carson City; Phase II Douglas; Phase III Lyon & Storey Counties

# Safe Routes to School Action Plan

TWO-YEAR TIMELINE (TASKS 1-11)



Bar Chart I: Gantt Matrix of Two-Year Project Schedule

## WORKS CITED

1. Nevada Department of Transportation. (Feb. 2013). Nevada Statewide Bicycle Plan (Strategy 1E and 4A.).
2. Safe Routes to School National Partnership. (Oct. 2018). History of Safe Routes to School. <https://www.saferoutespartnership.org/safe-routes-school/101/history>
3. Safe Routes to School National Partnership. (Oct. 2018). Benefits of Safe Routes to School. <https://www.saferoutespartnership.org/safe-routes-school/101/benefits>



# Western Nevada Safe Routes to School Two-Year Action Plan



RTC  
February 13, 2019

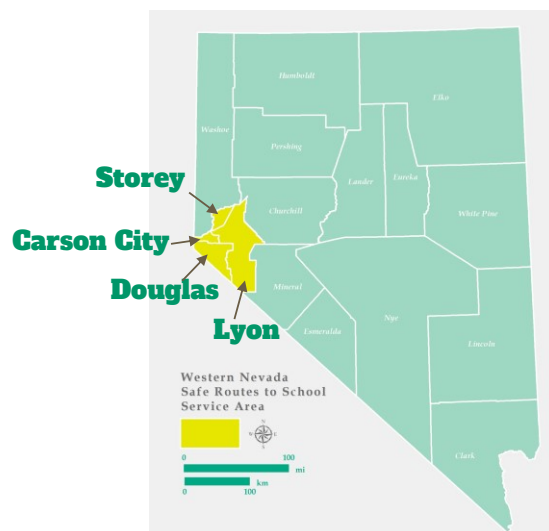


## About Safe Routes to School Program

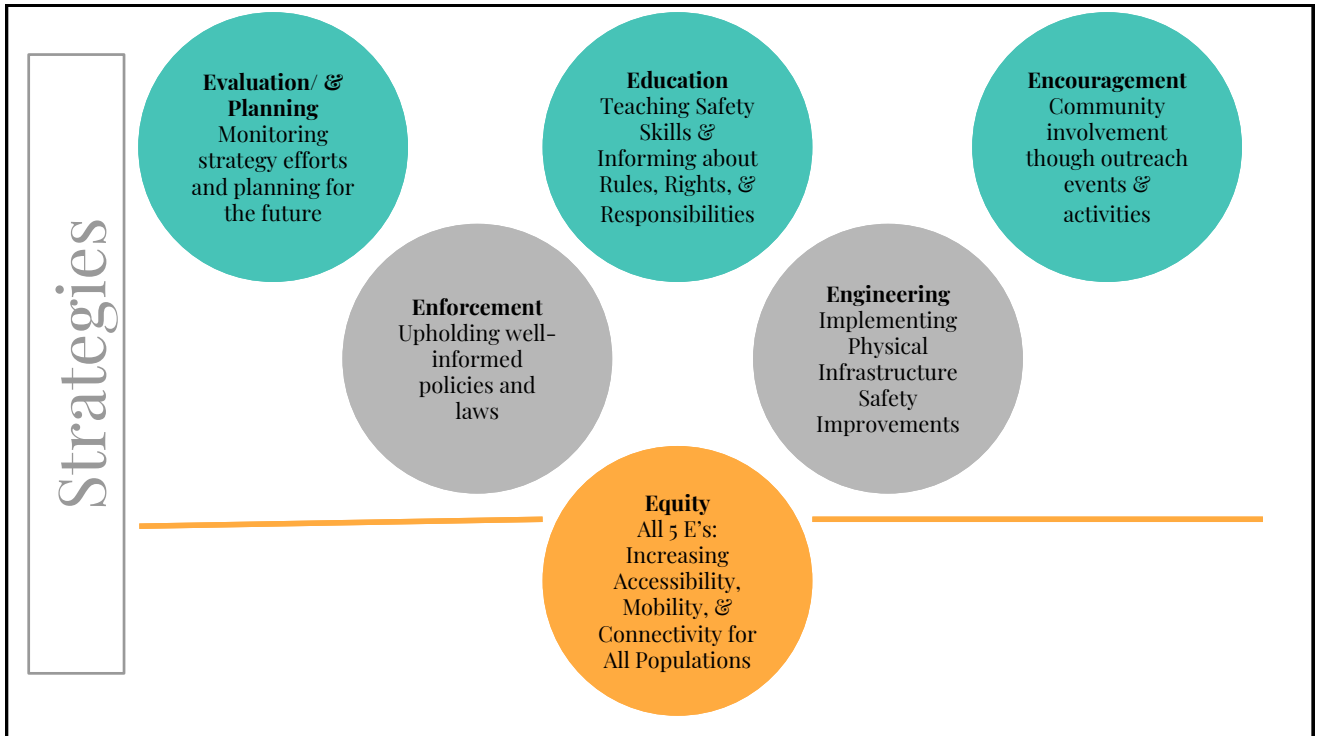
The mission of the Western Nevada Safe Routes to School (WN-SRTS) program is to improve safety and well-being of students, families, and school officials traveling to and from school by foot, bicycle, and other active modes of transportation.

Regional Program: Circa 2009

Funded by NDOT through a federal grant, the Surface Transportation Block Grant (STBG) program.







## Program Goals

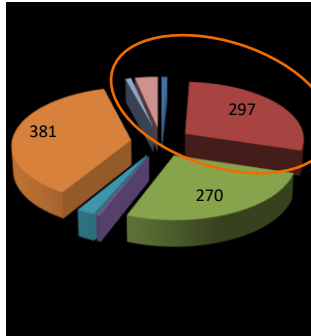
**GOAL 1:** Building a coalition of Champions, community partners and advocates to grow the program

**GOAL 2:** Utilizing nationwide best practices and data to drive our decisions to improve safety on our streets and roads near schools

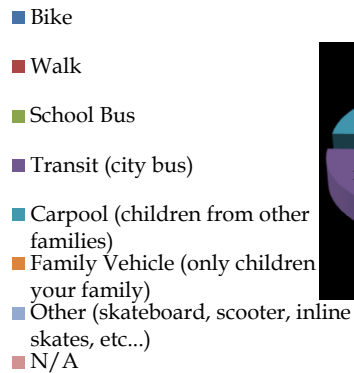
**GOAL 3:** Measuring the successes of our comprehensive approach by tracking benchmarks of performance measures



## Program Evaluation



Carson City Students (K-8)  
Mode of Transportation to School



Carson City Students (K-8)  
Distance to School

## Highlights: Program Plans



1. Develop Community Travel Safety Plans
2. Coordinate with Law Enforcement & Crossing Guard Programs
3. Lead Physical Education Teacher Trainings and Community Workshops
4. Expand & develop Champions Program
5. Celebrate Walk to School Day, Bike to School Day, and Nevada Moves Day

**Thank you!**

**Questions?**

Contact Information

Karissa Moffett  
*Bicycle and Pedestrian Coordinator*  
[KMoffett@Carson.org](mailto:KMoffett@Carson.org)  
P: 775-283-7525

**This page intentionally left blank.**



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** February 13, 2019

**Staff Contact:** Dirk Goering, Senior Transportation Planner

**Agenda Title: (For Possible Action)** To approve the pursuit of a Community Development Block Grant (CDBG) application to be submitted by the Public Works Department for ADA sidewalk improvements along Airport Road.

**Staff Summary:** Public Works staff is preparing a 2019 application for CDBG funds for ADA improvements along Airport Road, in the vicinity north of U.S. 50, to add and replace sidewalk and curb ramps to improve safety and ADA compliance. If this grant application is selected by a reviewing committee, the Board of Supervisors will be asked to approve this and other CDBG grant applications in April.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### Proposed Motion

I move to approve the pursuit of a Community Development Block Grant (CDBG) application to be submitted by the Public Works Department for ADA sidewalk improvements along Airport Road.

### Background/Issues & Analysis

The CDBG application will improve the accessibility of intersections and sidewalks along Airport Road, in the vicinity north of U.S. 50, to add and replace sidewalk and curb ramps to improve safety and ADA compliance. This corridor includes a commercial retail center (includes a pharmacy), restaurant establishments, and two bus routes. The corridor is located within a predominantly low to moderate income area (52% of the area population). The amount requested in the application is \$275,000.

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

N/A

### Financial Information

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: CDBG funds are 100% reimbursable.

**Alternatives**

Decline approval to pursue the CDBG application.

**Supporting Material**

-Exhibit-1: Airport Road CDBG 2019 Improvements

**Board Action Taken:**

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

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

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

Aye/Nay

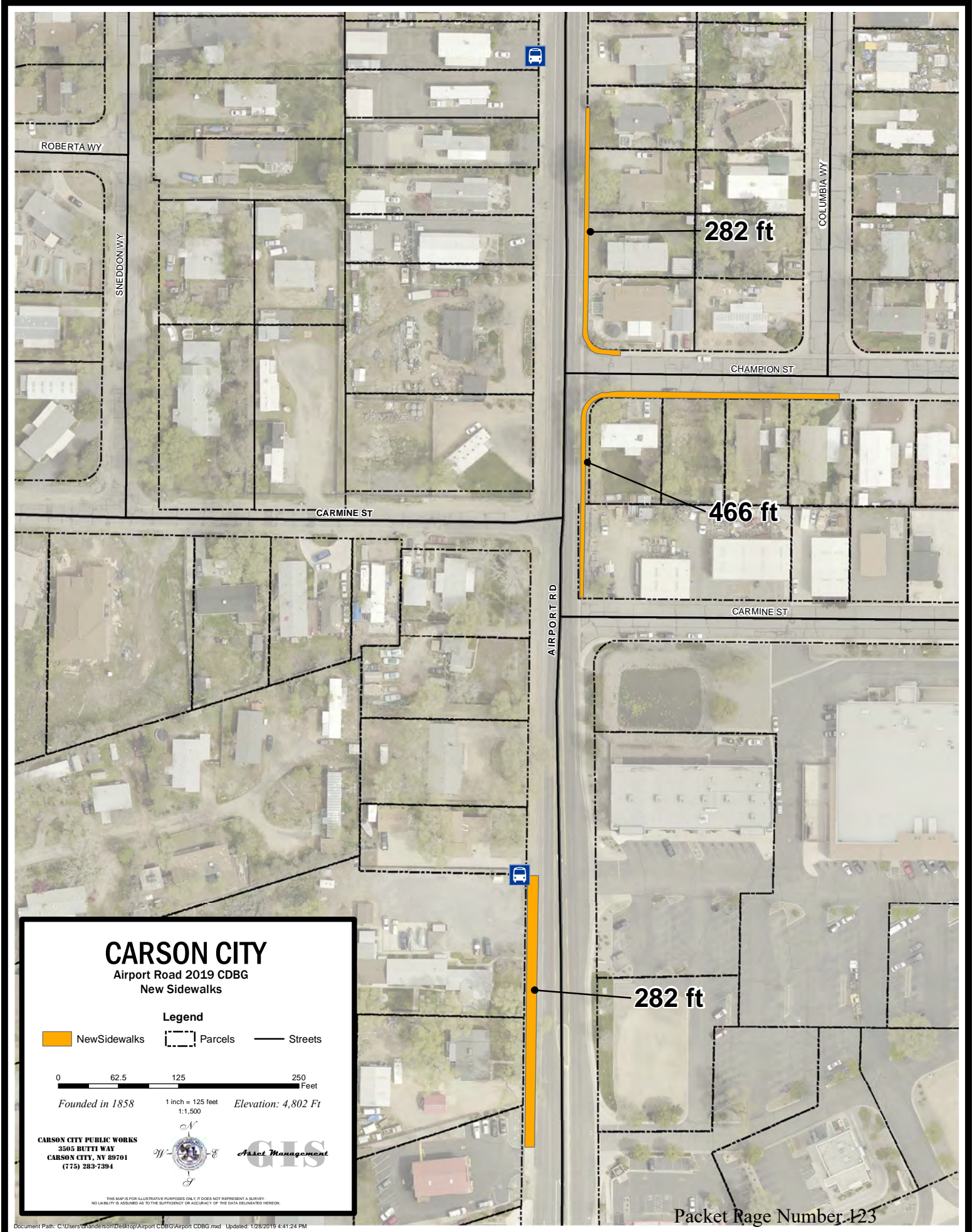
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# Exhibit-1: Airport Road CDBG 2019 Improvements



**This page intentionally left blank.**





Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** February 13, 2019  
**To:** Regional Transportation Commission  
**From:** Justin Tearney, Street Supervisor  
**Date Prepared:** January 23, 2019  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division  
Status Report to RTC: Activities of December 2018**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	350	1,450
Street Patching Operation (tons of asphalt)	0	404
Pot Holes Repaired	36	39

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	3	646
Tree Removal	2	6
Tree Replacement	0	0
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	32
Weed Abatement Chemical Sprayed (gallons applied)	0	3795

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	11	213
Curb & Gutter (linear feet)	67	1080
Sidewalk & Flat Work (sq/ft)	377	8335
Wheel Chair Ramps	0	10
Misc.	Applied 245 gallons of salt inhibitor to the new concrete throughout the Curry St project.	245

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	Hauled 340 yards of DG to the corporate yard	340
Shoulder Work on Asphalt Roads		445
Debris Cleaned	30	125

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	247	1016
Lineal foot of ditch cleared	0	3140
Pipe Hydro Flushed (linear feet)	554	554
Drainage Inlets Cleaned	183	562
Sediment Removed from Ditches (yards)	247	1016

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	550.3	3354.4

Material Picked Up (yards)	286.5	2134
City Parking Lots Swept	0	9

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	25	179
Bins Hauled for Sweeping Operation (yards)	49	367
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	24
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	141
Removed Christmas Decorations	0	0

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	81	154
Signs Replaced	91	181
Sign Post Replaced	7	37
Signs Replaced due to Graffiti Damage	0	22
Delineators Replaced	17	63
Cross Walks Painted	0	437
Stop Bars Painted	0	744
Yield Bars Painted	0	191
Right Arrows Painted	0	86
Left Arrows Painted	0	400
Straight Arrows Painted	0	59
Stop (word) Painted	0	58
Only (word) Painted	0	182
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	7	26
Curb Painted (linear feet)	0	60

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	3 Events-127 yards of salt/sand used, 3,785 gallons applied	3
Rain Event/Flood Control	1 Event-Cleared 183 drains and collected 21 yards of debris	2
Wind	0	0



**Carson City Regional Transportation Commission  
Request for Commission Information**

---

**RTC Meeting Date:** February 13, 2019  
**Time Requested:** 10 Minutes  
**To:** Regional Transportation Commission  
**From:** Dan Stucky, City Engineer  
**Date Prepared:** January 30, 2019  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

---

**List of Projects**

South Carson Street Complete Streets Project.....	2
Freeway Multi-Use Path to Colorado Street.....	3
Fairview Drive Reconstruction Project.....	4
Kings Canyon Trailhead Improvements and Roadway Reconstruction Project.....	5
Stewart Street Pedestrian Signal Project.....	6
CDBG College Parkway Improvements Project.....	7
Freeway Multi-Use Path to Edmonds Sports Complex .....	8
Airport Road Sewer Replacement Project .....	9
Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1) .....	10
Fiscal Year 2019 District 1 Goni Road Reconstruction Project .....	11
Fiscal Year 2019 District 1 Street Lighting .....	12

# South Carson Street Complete Streets Project

**Project Name:** South Carson Street Complete Streets

**Project Number:** 031711 and 031801

**Fund Number:** 250 and 257

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$17,257,559

**Project to Date Cost:** \$275,000

## Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Roland Street

## Justification

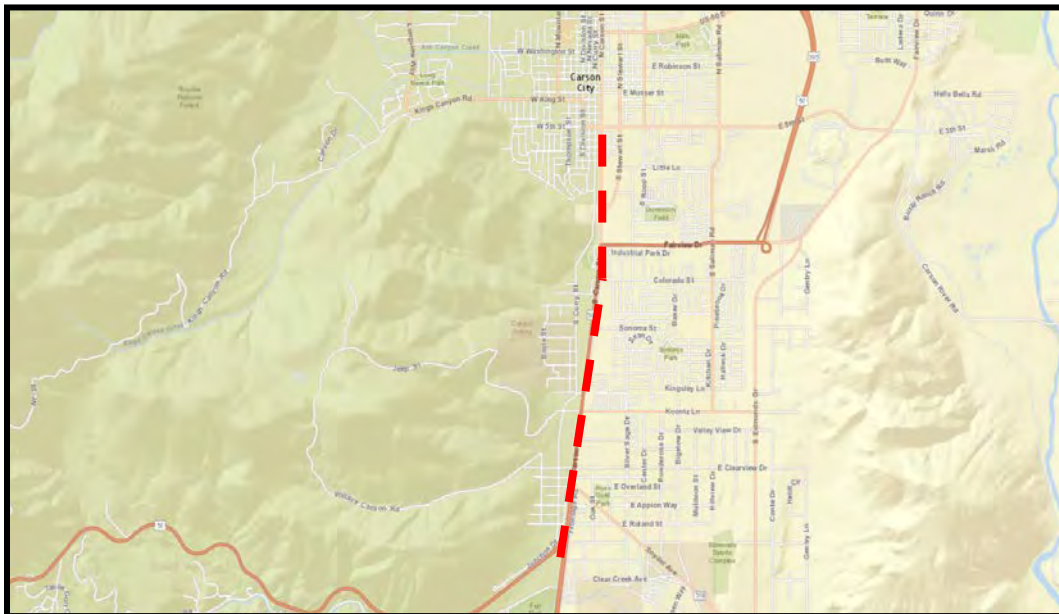
Carson City received a TAP grant for \$750,000, a TIGER grant for \$7,570,202, and additionally STBG in the amount of \$372,372

## Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

## Status

On December 20<sup>th</sup> the BOS approved the 30% design plans. Staff continues to work with the Federal Highway Administration (FHWA) to draft an agreement for TIGER. 60% design plans are being reviewed by staff



# Freeway Multi-Use Path to Colorado Street

**Project Name:** Freeway Multi-Use Path to Colorado Street

**Project Number:** 031803

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2017-2018

**Department:** Public Works

**Total Estimated Cost:** \$651,950 (95% federally funded)

**Project to Date Cost:** \$36,000

## Project Description

Construct 4,200 feet of multi-use path and associate improvements

## Justification

A TAP grant was approved by NDOT

## Project Location

West side of I-580 from linear ditch path to Colorado Street

## Status

Project is making progress toward 90% design plans



# Fairview Drive Reconstruction Project

**Project Name:** Fairview Drive Reconstruction  
**Project Number:** TBD  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2018-2019  
**Department:** Public Works  
**Total Estimated Cost:** \$593,000 (95% federally funded)  
**Project to Date Cost:** \$0

## Project Description

Reconstruct Fairview Drive between Carson Street and Roop Street. Project includes reconstruction of roadway and a partial mill and overlay with patching.

## Justification

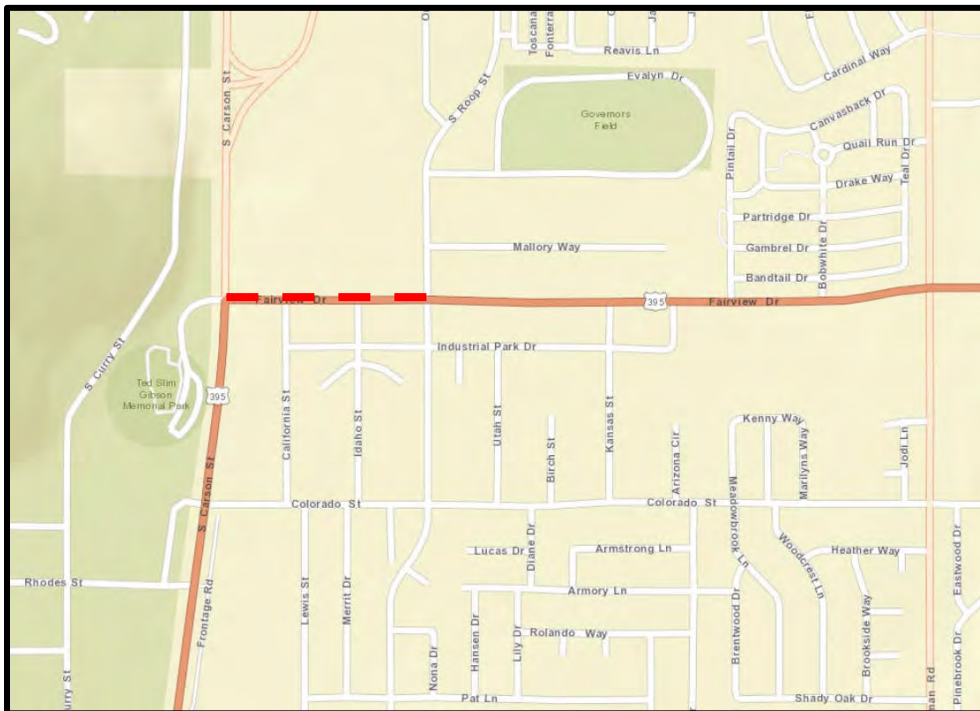
Fairview Drive is in need of reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

## Project Location

Fairview Drive from Carson Street to Roop Street

## Status

Project is on hold, due to the need to reprioritize utility funds elsewhere at the moment



# **Kings Canyon Trailhead Improvements and Roadway Reconstruction Project**

**Project Name:** Kings Canyon Trailhead Improvements and Roadway Reconstruction

**Project Number:** TBD

**Fund Number:** 250-3035-431.70-90 & 254-5047-452.70-40

**Fund Name:** RTC Fund, Transportation Infrastructure & Quality of Life – Open Space Capital Projects/Construction Accounts

**Source of Funding:** Multiple, Total Local Match \$185,350, \$150,000 from RTC Fund, Transportation Infrastructure & \$35,350 from Quality of Life, Open Space, Capital Projects/Construction Accounts

**Department:** Public Works (lead)

**Total Estimated Cost:** \$3,707,000

**Project to Date Cost:** \$0

## **Project Description**

This project will widen the existing roadway, accommodate bicycle lanes, and improve the trailhead parking lot with restroom facilities and additional capacity

## **Justification**

RTC was awarded \$3,707,000 from the Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) for the Federal Lands Access Program (FLAP) grant.

## **Project Location**

Kings Canyon road just east of Kings Canyon Creek to the Kings Canyon Trailhead

## **Status**

Project partners held kick off meeting, 30% design plans are anticipated in March



# Stewart Street Pedestrian Signal Project

**Project Name:** Stewart Street Pedestrian Signal  
**Project Number:** TBD  
**Fund Number:** 250  
**Fund Name:** RTC  
**Source of Funding:** FY 2018-2019  
**Department:** Public Works  
**Total Estimated Cost:** \$858,342 (\$30,000 local match)  
**Project to Date Cost:** \$0

## Project Description

Pedestrian crossing improvements, including a slurry seal between Little Lane and S. Carson Street

## Justification

This location was identified in the Nevada Department of Transportation (NDOT) Pedestrian Uncontrolled Crosswalk Guidelines

## Project Location

Stewart Street from Little Lane to Wright Way

## Status

Project is on hold, construction is anticipated in the spring when temperatures are warmer





# CDBG College Parkway Improvements Project

**Project Name:** CDBG College Parkway Improvements

**Project Number:** 031807

**Fund Number:** 275-0620-465.70-40

**Fund Name:** RTC

**Source of Funding:** FY 2019-2020

**Department:** Public Works

**Total Estimated Cost:** \$268,892

**Project to Date Cost:** \$15,000

## Project Description

ADA improvements on West College Parkway

## Justification

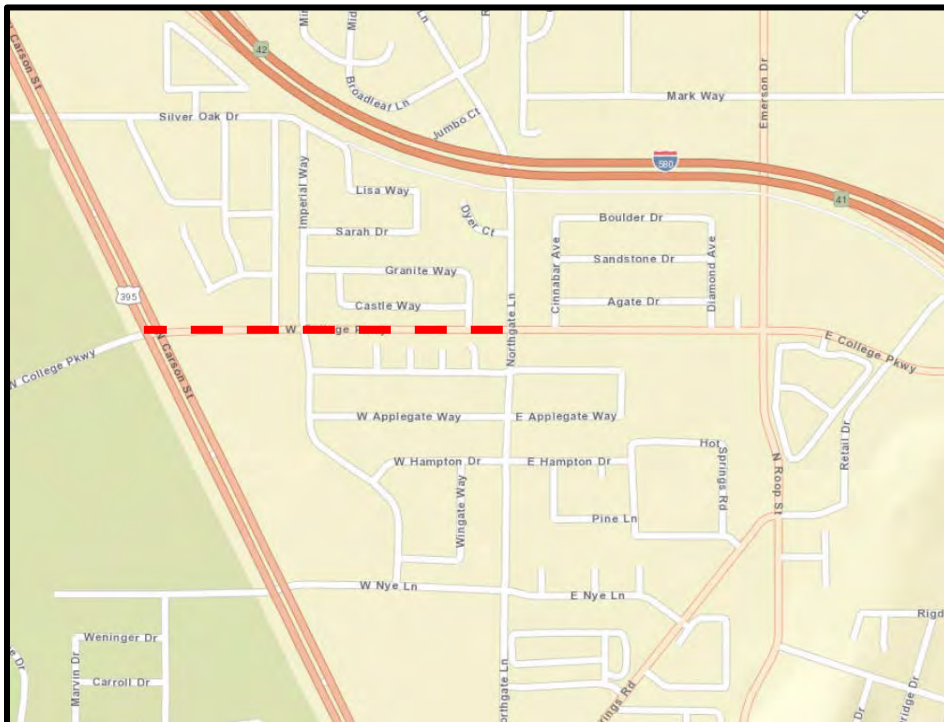
Received CDBG grant award for ADA improvements

## Project Location

West College Parkway between North Carson Street and Northgate Lane

## Status

Project is in design and a survey of sidewalk ramps has been completed



# Freeway Multi-Use Path to Edmonds Sports Complex

**Project Name:** Freeway Multi-Use Path to Edmonds Sports Complex

**Project Number:** 031808

**Fund Number:** 250-3035-431.70-90

**Fund Name:** RTC

**Source of Funding:** Transportation Alternatives Program (TAP)

**Department:** Public Works

**Total Estimated Cost:** \$1,618,000

**Project to Date Cost:** \$0

## Project Description

Multi-use path from Colorado Street to the Pete Livermore Sports Complex off Edmonds Drive

## Justification

Received TAP grant award for 2.3 miles of bicycle and pedestrian improvements, path will continue from previous phase on Colorado Street

## Project Location

Along the freeway

## Status

Project is anticipated to be incorporated into the Carson Area Metropolitan Planning Organization's Transportation Improvement Program. City staff has requested a kick-off meeting with NDOT.



# Airport Road Sewer Replacement Project

**Project Name:** Airport Road Sewer Replacement

**Project Number:** 51403.5

**Fund Numbers:** 250-0000-331.64-99, 510-3205-434.70-40, and 520-3502-435.70-40

**Fund Names:** RTC Fund - STBG Funding Revenue Account, Water Fund Construction, & Sewer Fund Construction

**Source of Funding:** City's 5-year Wastewater Capital Improvement Plan, Water Capital Improvements Plan, and Surface Transportation Block Grant (STBG)

**Department:** Public Works

**Total Estimated Cost:** \$2,450,000 (comprised of \$160,000 from STBG funding, \$1,690,000 from Sewer Capital, and \$600,000 from Water Capital)

**Project to Date Cost:** \$45,000

## Project Description

Sewer, water, and roadway improvements on Airport Road from Highway 50 to Minonee Lane

## Justification

The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement

## Project Location

Airport Road from Highway 50 to Minonee Lane

## Status

Project is in the design phase, a survey has recently been completed



## **Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1)**

**Project Name:** Fiscal Year 2019 District 1 Pavement Preservation Projects

**Project Number:** 031810

**Fund Number:** 250-3035-431.70-90

**Fund Name:** RTC

**Source of Funding:** FY 2018-2019

**Department:** Public Works

**Total Estimated Cost:** \$1,030,000

**Project to Date Cost:** \$15,000

### **Project Description**

Preservation Projects - MicroSeal Type 3 Modified

### **Justification**

Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

### **Project Location**

- College Parkway – between N. Northgate Lane and Airport Road, the portion between Carson Street and Northgate Lane has been separated to allow for fast tracking improvements not contingent on the CDBG College Parkway ADA Improvements
- Hot Springs Road – between Northgate Lane and Roop Street
- Roop Street – between Hot Springs Road and College Parkway
- Arrowhead Drive – between Emmerson Street and Convair Drive

### **Status**

Project was advertised on February 5<sup>th</sup> and award is anticipated for March RTC Meeting

**Multiple Locations – No Map Provided**

## Fiscal Year 2019 District 1 Goni Road Reconstruction Project

**Project Name:** FY 2019 District 1 Goni Road Reconstruction Project

**Project Number:** 031811

**Fund Number:** 250-3035-431.70-90

**Fund Name:** RTC and V&T Fund (account number in development)

**Source of Funding:** FY 2018-2019

**Department:** Public Works

**Total Estimated Cost:** \$605,000

**Project to Date Cost:** \$5,000

### Project Description

Roadway reconstruction project

### Justification

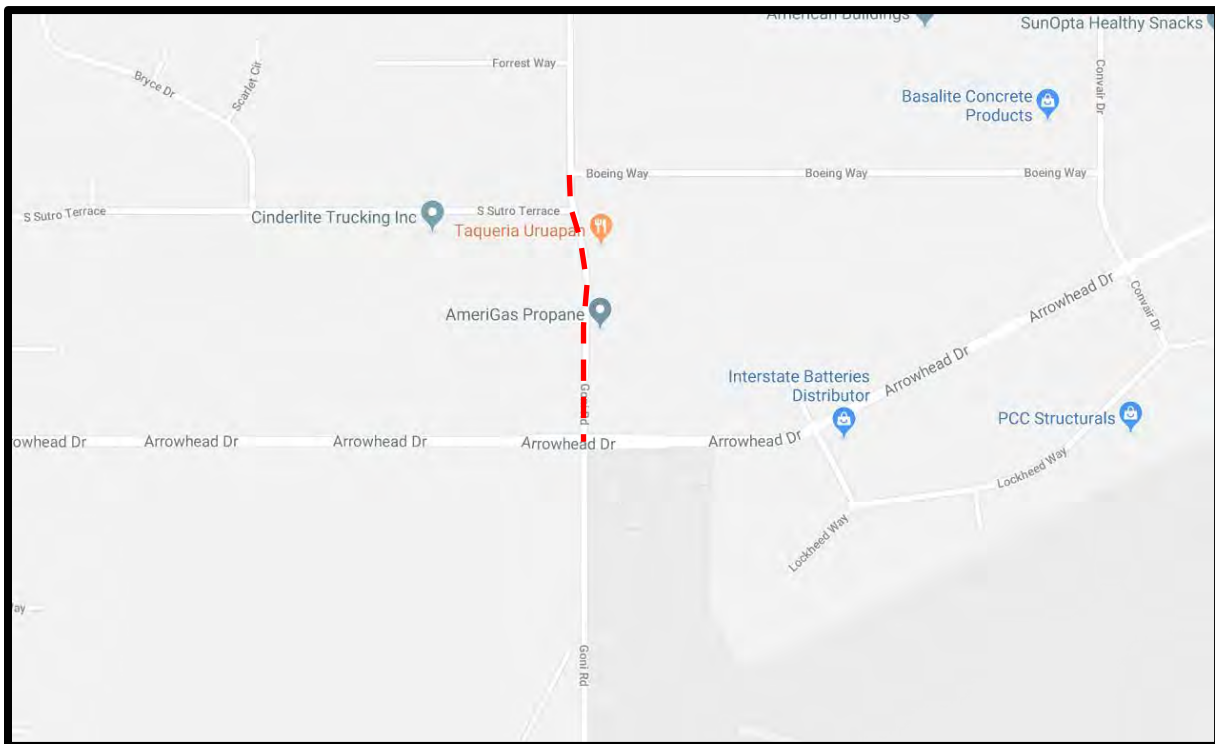
On September 12<sup>th</sup> the RTC directed staff to pursue the reconstruction of Goni Road if sufficient funding is available in the fiscal year 2019 budget. Goni Road has a pavement condition ranging between poor and serious. Goni Road is functionally classified as a Collector Roadway

### Project Location

Goni Road, between Boeing Way and Arrowhead Drive

### Status

In design



# Fiscal Year 2019 District 1 Street Lighting

**Project Name:** FY 2019 District 1 Street Lighting

**Project Number:** 031809

**Fund Number:** 250-3035-431.70-90

**Fund Name:** RTC

**Source of Funding:** FY 2018-2019

**Department:** Public Works

**Total Estimated Cost:** \$114,000

**Project to Date Cost:** \$2,000

## Project Description

Installation of intersection and crosswalk street lighting

## Justification

On September 12<sup>th</sup> the RTC directed staff to pursue transportation infrastructure projects for Performance District 1. In line with the City's Complete Streets policy, all of the FY 2019 pavement projects have been evaluated for Complete Street improvements. The two intersections noted above currently do not have any street lighting. The addition of street lighting at these locations are anticipated to improve safety for all users

## Project Location

Northgate Lane and College Parkway intersection and Goni Road and Arrowhead Drive intersection

## Status

In design

