

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

**Day:** Wednesday  
**Date:** October 12, 2022  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:**

Members of the public who wish to view the meeting may watch the livestream of the RTC meeting at [www.carson.org/granicus](http://www.carson.org/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

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

**1. Call to Order – Regional Transportation Commission**

**2. Roll Call**

**3. Public Comment:\*\***

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

**4. For Possible Action: Approval of Minutes – September 14, 2022**

**5. Public Meeting Item(s):**

5-A For Discussion Only – Discussion and presentation regarding 30% design concepts for the East William Street Complete Streets Project (“Project”).

Staff Summary: This Project includes complete street improvements along East William Street between North Carson Street and the I-580/U.S. Highway 50 interchange, including pavement reconstruction and preservation, utility replacement, safety enhancements, and multi-modal transportation infrastructure. Staff will present the 30% level of design concepts that have been

developed for the corridor based on the previous input and direction from the public and the Regional Transportation Commission (“RTC”). Staff will also discuss the overall status of the design improvements planned for the corridor.

5-B For Possible Action – Discussion and possible action regarding (1) an Interlocal Agreement (“Agreement”) with Douglas County for the development of a Douglas County Safe Routes to School Master Plan (“Douglas County Plan”) through the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”) with Douglas County responsible for providing \$20,000 to serve as local matching funds; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments to the Agreement.

Staff Summary: The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> grade students within Carson City and Douglas, Lyon, and Storey Counties. The Carson City Regional Transportation Commission (“RTC”) administers the WN-SRTS Program through a cooperative agreement with the Nevada Department of Transportation (“NDOT”) and that agreement with NDOT requires the RTC to provide local matching funds. If the Agreement is approved, RTC will develop the Douglas County Plan in cooperation with Douglas County, and Douglas County will reimburse the RTC for a portion of the local match associated with the Douglas County Plan in an amount not to exceed \$20,000.

5-C For Possible Action – Discussion and possible action regarding the Regional Transportation Commission’s (“RTC”) option under Contract 21300284 (“Contract”) to direct HDR Engineering, Inc. (“HDR”) to perform the second phase of the Appion Way Intersection and Traffic Signal Design Project (“Project”), which covers 90% and final design services (“Phase 2 Services”), with a not to exceed amount of \$69,136 and a total Contract amount not to exceed \$223,120.

Staff Summary: The Project is an intersection improvement project in Performance District 4 and includes roadway and traffic signal design at the intersection of South Carson Street and Appion Way. HDR is assisting Carson City staff by performing project management, traffic signal design, and civil engineering plans for the Project. The Contract, with a not to exceed amount of \$223,120 is intended to cover two phases of work. Upon approval of the Contract, HDR commenced phase one to reach 50% Project design (“Phase 1 Services”), with a not to exceed amount of \$153,984. If RTC exercises the Contract’s option for Phase 2 Services, HDR will complete the 90% and final design plans, as well as provide support for construction bid documents, for an amount not to exceed \$69,136. Therefore, the Contract’s not to exceed amount of \$223,120 comprises \$153,984 for Phase 1 Services and, if approved by the RTC, \$69,136 for Phase 2 Services. Both phases of the Project are anticipated to be completed by June 30, 2023.

5-D For Discussion Only – Discussion and presentation regarding the Jump Around Carson (“JAC”) Federal Fiscal Year (“FFY”) 2023–2026 Transit Asset Management (“TAM”) Plan.

Staff Summary: A TAM Plan is a federally required document that provides a system to monitor and manage public transportation capital assets to enhance safety, reduce maintenance costs, increase reliability, and improve performance. The federal regulations require transit operators to develop a TAM Plan for capital assets used to provide public transit services, including vehicles, facilities, equipment, and other infrastructure. A full update of the TAM Plan is required every four years. Staff have developed a TAM Plan for FFY 2023 through FFY 2026 that meets the federal requirements.

**6. Non-Action Items:**

- 6-A Transportation Manager’s Report
- 6-B Street operations activity report for August 2022
- 6-C Other comments and reports, which could include:
  - Future agenda items
  - Status review of additional projects
  - Internal communications and administrative matters
  - Correspondence to the RTC
  - Additional status reports and comments from the RTC
  - Additional staff comments and status reports

**7. Public Comment:\*\***

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

**8. For Possible Action: To Adjourn**

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

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

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

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

This agenda and backup information are available on the City’s website at [www.carson.org/agendas](http://www.carson.org/agendas) and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

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 Carson City Public Works, 3505 Butti Way  
[www.carson.org/agendas](http://www.carson.org/agendas)  
<http://notice.nv.gov>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION****Minutes of the September 14, 2022 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, September 14, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
 Vice Chair Lisa Schuette  
 Commissioner Robert “Jim” Dodson  
 Commissioner Chas Macquarie  
 Commissioner Gregory Novak

**STAFF:** Jason Woodbury, District Attorney  
 Dan Stucky, Deputy Public Works Director  
 Chris Martinovich, Transportation Manager  
 Bryan Byrne, Transportation Engineer  
 Kelly Norman, Transportation Planner/Analyst  
 Marquis Williams, Transportation Planner/Analyst  
 Rebecca Bustos, Grant Analyst  
 Alex Cruz, Transit Coordinator  
 Tamar Warren, Senior 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. All approved meeting minutes are available on [carson.org/minutes](http://carson.org/minutes).

**1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)**

(5:07:41) – Chairperson Bagwell called the meeting to order at 5:07 p.m.

**2. ROLL CALL**

(5:07:47) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(5:08:02) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – AUGUST 10, 2022**

(5:08:07) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

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**DRAFT**

**(5:08:22) – Commissioner Novak moved to approve the minutes of the August 10, 2022 RTC meeting as presented. The motion was seconded by Commissioner Macquarie and carried 5-0-0.**

**5. PUBLIC MEETING ITEMS**

**5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) A CONTRACT (“CONTRACT”) WITH TRANSLOC INC. (“TRANSLOC”) TO PROVIDE THE EQUIPMENT, SOFTWARE, AND SERVICES NEEDED TO EQUIP JUMP AROUND CARSON’S (“JAC”) JAC ASSIST PARATRANSIT BUSES WITH COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (“CAD/AVL”), AUTOMATIC PASSENGER COUNTING (“APC”) AND WIFI (COLLECTIVELY, “SERVICES”) FOR AN INITIAL TERM OF THREE YEARS FOR A TOTAL NOT TO EXCEED AMOUNT OF \$76,368, THEN AUTOMATICALLY RENEWING EACH YEAR UNLESS TERMINATED, AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO PERMIT UP TO TWO ONE-YEAR OPTIONS TO EXTEND THE CONTRACT BEYOND THE INITIAL THREE-YEAR TERM.**

(5:08:41) – Chairperson Bagwell introduced the item. Mr. Cruz referenced the Staff Report and the accompanying proposed contract. He also recommended awarding the contract to TransLoc, as they had the lowest responsible proposal that met all the Jump Around Carson (JAC) paratransit requirements. There were no Commissioner or public comments; therefore, Chairperson Bagwell entertained a motion.

**(5:10:17) – Commissioner Dodson moved to award the contract, as presented, to make the not-to-exceed amount on this contract \$76,368, and to authorize the Transportation Manager to permit up to two one-year options to extend the contract beyond the initial three-year term. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

**5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED FIXED-ROUTE RIDER POLICIES AND PROCEDURES (“POLICY”) FOR JUMP AROUND CARSON (“JAC”). STAFF SUMMARY: THE PROPOSED POLICY PROVIDES JAC’S FIXED-ROUTE RIDERS A SINGLE REFERENCE DOCUMENT TO HELP THEM NAVIGATE AND UNDERSTAND JAC’S OPERATIONS, FARES, AND RULES. STAFF IS SEEKING APPROVAL OF THE POLICY, WHICH IS INTENDED TO IMPROVE THE CLARITY AND READABILITY OF EXISTING GUIDANCE AND POLICIES, AS WELL AS INCORPORATE FORTHCOMING CHANGES TO JAC FARES.**

(5:10:50) – Chairperson Bagwell introduced the item and noted that the discussion would be based on the late material received by the Commission and incorporated into the record. Mr. Cruz explained that currently, JAC did not have an RTC-approved fixed-route rider policy, adding that Staff had reviewed the existing guidance for fixed-route riders, and had adapted that guidance into a single document now presented as the Policy that can be distributed to riders at various locations, and made available on RideJAC.com. Mr. Cruz noted that the document would include the new fares. He also reviewed the

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**DRAFT**

Staff Report and the late material and responded to clarifying questions. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

**(5:13:54) – Commissioner Macquarie moved to approve the JAC Fixed-Route Rider Policies and Procedures, as presented in the late material, effective on the date JAC’s new fare schedule goes into effect. The motion was seconded by Commissioner Novak and carried 5-0-0.**

**5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) AMENDMENT 1 (“AMENDMENT”) TO COOPERATIVE AGREEMENT NO. PR214-21-063 (“AGREEMENT”) WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) INCREASING THE AGREEMENT FUNDING FROM NDOT FROM \$626,595.90 TO \$784,490.63, WITH A CORRESPONDING LOCAL MATCH INCREASE UNDER THE AGREEMENT FROM \$31,329.80 TO \$39,224.53, TO FUND A SAFE ROUTES TO SCHOOL MASTER PLAN FOR DOUGLAS COUNTY (“DOUGLAS COUNTY PLAN”) THROUGH THE WESTERN NEVADA SAFE ROUTES TO SCHOOLS PROGRAM (“WNSRTS PROGRAM”); AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO SIGN THE AMENDMENT AS WELL AS FUTURE AMENDMENTS TO THE AGREEMENT TO EXTEND THE TIME FOR PERFORMANCE OR TO APPROVE FUNDING CHANGES NOT EXCEEDING 10% OF THE AMENDED AGREEMENT AMOUNT.**

(5:14:30) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich reviewed the Staff Report and the accompanying documentation and responded to clarifying questions. Commissioner Macquarie inquired whether the item discussion should be held during the Carson Area Metropolitan Planning Organization (CAMPO) meeting. Mr. Martinovich clarified that the Western Nevada Safe Routes to School Program was not a CAMPO program as it encompassed a larger area with Carson City taking on a leadership role. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

**(5:17:51) – Vice Chair Schuette moved to approve Amendment 1, as presented and to authorize the Transportation Manager to sign the Amendment as well as future amendments to the Agreement that extend the time for performance or approve funding changes not exceeding 10 percent of the amended Agreement amount. The motion was seconded by Commissioner Dodson and carried 5-0-0.**

**5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) APPLICATION BY THE CARSON CITY PUBLIC WORKS DEPARTMENT SEEKING \$350,000 FOR SIDEWALK, AMERICANS WITH DISABILITIES ACT (“ADA”), AND OTHER IMPROVEMENTS ALONG SELECT PORTIONS OF CARMINE STREET, INCLUDING INTERSECTIONS, BETWEEN N. LOMPA LANE AND JUST EAST OF AIRPORT ROAD.**

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**DRAFT**

(5:18:24) – Chairperson Bagwell introduced the item. Mr. Byrne gave background and presented the Staff Report which is incorporated into the record. He also highlighted the fact that the grant application required no local match and responded to clarifying questions. Chairperson Bagwell noted the flooding issues on Carmine Street and Mr. Byrne clarified that the application would address the drainage issues, adding that Carmine Street had been designated as a high priority on the District One Projects list. Chairperson Bagwell also recommended looking into trimming some of the trees to help with the visibility issues. She also entertained public comments; however, none were forthcoming.

**(5:22:31) – Commissioner Novak moved to approve the submission of the grant application as presented. The motion was seconded by Vice Chair Schuette and carried 5-0-0.**

**5-E FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING FISCAL YEAR (“FY”) 2022 TRANSPORTATION ACTIVITIES.**

(5:22:54) – Chairperson Bagwell introduced the item. Mr. Martinovich provided background on the City’s Transportation Division of the Public Works Department and reviewed the Division’s fiscal year (FY) 2022 activities outlined in the Staff Report and incorporated into the record. He also responded to clarifying questions. Chairperson Bagwell thanked the Board of Supervisors and Staff for responding to the issues raised by the public and for making improvements in the school zones. She also received clarification from Mr. Martinovich that the Schulz Ranch area stop warrant study had resulted in a recommendation for a stop sign which had been forwarded to Douglas County. Chairperson Bagwell entertained public comments; however, none were forthcoming. This item was not agendized for action.

**6. NON-ACTION ITEMS:**

**6-A TRANSPORTATION MANAGER’S REPORT**

Please see item 6-C.

**6-B STREET OPERATIONS ACTIVITY REPORT FOR JULY 2022**

(5:33:36) – Mr. Martinovich referenced the Street Operations Activity Report, which is incorporated into the record, and explained that the 2,120 gallons noted as Tree Care Chemical Treatment should be added to Weed Abatement Chemical Sprayed quantity

**6-C OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:**

**• FUTURE AGENDA ITEMS**

(5:32:30) – Mr. Martinovich explained that a Western Nevada Safe Routes to School Program agreement with Douglas County and a discussion on the 30 percent design of the William Street Complete Streets Project would be agendized for the next meeting. He also noted that an upcoming discussion was being planned regarding the Downtown Transit Center.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the September 14, 2022 Meeting**

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**DRAFT**

- **STATUS REVIEW OF ADDITIONAL PROJECTS**

(5:35:40) – Mr. Byrne reviewed the Project Status Report, which is incorporated into the record, and responded to clarifying questions.

- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

**7. PUBLIC COMMENT**

(5:47:07) – Chairperson Bagwell entertained final public comments. Kelly Clark introduced herself as a local bicyclist and a citizen advocate. Ms. Clark praised the accomplishments in Carson City as “really good work,” especially the South Carson Street Complete Streets project.” She also inquired whether the Roop Street improvements would include sidewalks, requested consideration for cyclists when building the multiuse path project near the Department of Motor Vehicles, and was in favor of the “freeway multiuse path to Edmonds Drive.”

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(5:50:05) – Chairperson Bagwell adjourned the meeting at 5:50 p.m.

The Minutes of the September 14, 2022 Carson City Regional Transportation Commission meeting are so approved this 12<sup>th</sup> day of October, 2022.



## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Bryan Byrne, Transportation / Traffic Engineer

**Agenda Title: For Discussion Only** – Discussion and presentation regarding 30% design concepts for the East William Street Complete Streets Project (“Project”).

**Staff Summary:** This Project includes complete street improvements along East William Street between North Carson Street and the I-580/U.S. Highway 50 interchange, including pavement reconstruction and preservation, utility replacement, safety enhancements, and multi-modal transportation infrastructure. Staff will present the 30% level of design concepts that have been developed for the corridor based on the previous input and direction from the public and the Regional Transportation Commission (“RTC”). Staff will also discuss the overall status of the design improvements planned for the corridor.

**Agenda Action:** Other/Presentation

**Time Requested:** 20 Minutes

### Proposed Motion

N/A

### Previous Action

May 11, 2022 – The RTC directed staff to advance specified design alternatives for Project.

June 8, 2022 - The Carson Area Metropolitan Planning Organization approved the East William Street Complete Streets Feasibility Study.

### Background/Issues & Analysis

Beginning with the Board’s vision in 2014, the Project is focused on safety of all transportation modes, infrastructure for alternative modes, efficiency of traffic operations, facilities for people with disabilities, and integration with land-use plans. The Complete Streets vision for East William Street began with the Greening America’s Capitals East William Street Study, completed in 2016.

The 30% design plans have been developed for the corridor using a combination of the input collected from the public and the RTC. Staff have reviewed possible ways to incorporate pedestrian crossing and connectivity enhancements and add buffered bike lanes as elements into the design. Staff will present these design concepts which include curb, gutter and sidewalk improvements, buffered bike lanes, narrowed lane widths, enhanced pedestrian crosswalk locations, and small median islands. Based on additional input from the RTC, staff plan to finalize the design concept for the corridor and advance the design to 60%. The corridor design will be a balance between the input provided, the known corridor needs and the available funding. This balanced approach will be necessary to distribute the limited funding to the identified needs.

The following is a tentative schedule of remaining key milestones leading up to final design of the project:

**Design milestones & Future Board/Committee updates (Redevelopment Authority, RTC, Board of Supervisors):**

- Winter 2022/Spring 2023 – 60% design
- Summer 2023 – Final design

**Community meetings and workshops:**

- Jan/Mar 2022 – *Survey and Comment Map - Complete*
- February 1, 3 and 8, 2022 – *Open House - Complete*
- May 3, 2022 – *Design Alternates Open House Meeting - Complete*
- Winter/Spring of 2022/2023 – *Design Public Meeting and Workshops*
- Summer 2023 – *Construction Impacts Workshop Meeting*

Direction and comments from the RTC will be incorporated into the East William Complete Streets 60% design.

If you have any questions regarding the East William Complete Streets Project contact Randall Rice, City Engineer, at [rrice@carson.org](mailto:rrice@carson.org)/775-283-7378.

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

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: N/A

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives**

N/A

**Supporting Material**

-Exhibit-1: East William Complete Streets Project PowerPoint Presentation



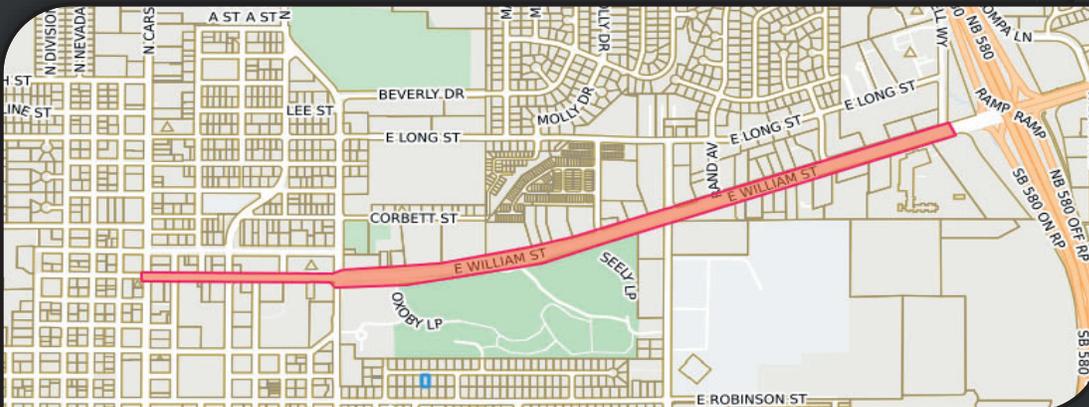
# CONNECTING

WITH THE CAPITAL

## East William Complete Streets Project

October 12, 2022 RTC

## Project Overview



This project will transform the corridor between N. Carson Street and the I-580 interchange from a busy, congested vehicle thoroughfare to a safer multimodal, accessible roadway shared by all users including drivers, cyclists, and pedestrians; otherwise known as a Complete Street.

# Project Benefits and Goals



- Review travel lane widths and corridor configuration
- Improve safety for pedestrians, cyclists and automobiles
- Improve accessibility for disabled persons
- Support land use plans and economic development
- Increase multimodal travel capacity to accommodate growing population and employment
- Improve utility and drainage infrastructure

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# Community Outreach



- Extensive business and community outreach through multiple public meetings and an interactive comment map.
- Discussed project features, timeline and opportunities to stay involved through design and construction
- Majority of stakeholders are positive about the project



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# What Did We Hear

- More trees and landscape strips
- Separate bike/ped from auto traffic
- Wider sidewalks
- Sidewalk connectivity
- Improved pedestrian safety
- Enhanced street lighting
- Protected left turns
- LID and drainage improvements
- Traffic calming
- Driveway elimination/consolidation
- Improved site distance and traffic flow
- Add marked bike lanes
- Additional parking at Mills Park
- More electric car charging stations
- Consider a roundabout and pedestrian bridge
- Art
- Underground utilities



# Preferred Alternative

## N. Carson to Roop





# Preferred Alternative

## Roop to Saliman



# Preferred Alternative

## Saliman to Gold Dust West



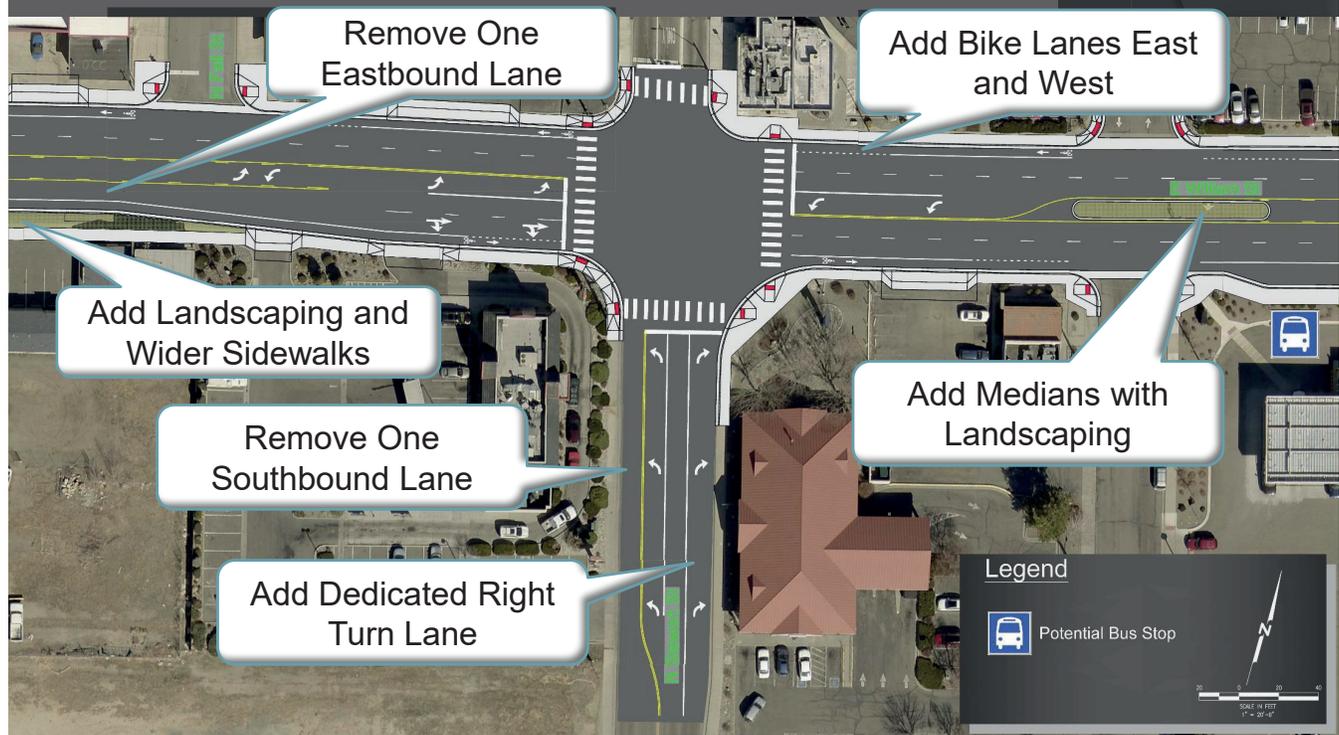


# Preliminary Design

- Preferred Alternative
  - Utility undergrounding
  - Sidewalk and pedestrian ramps
  - Roadway striping
  - Pedestrian and street lighting
  - Traffic signal modifications
  - Landscaping
  - Low Impact Development



# N Stewart Street Intersection

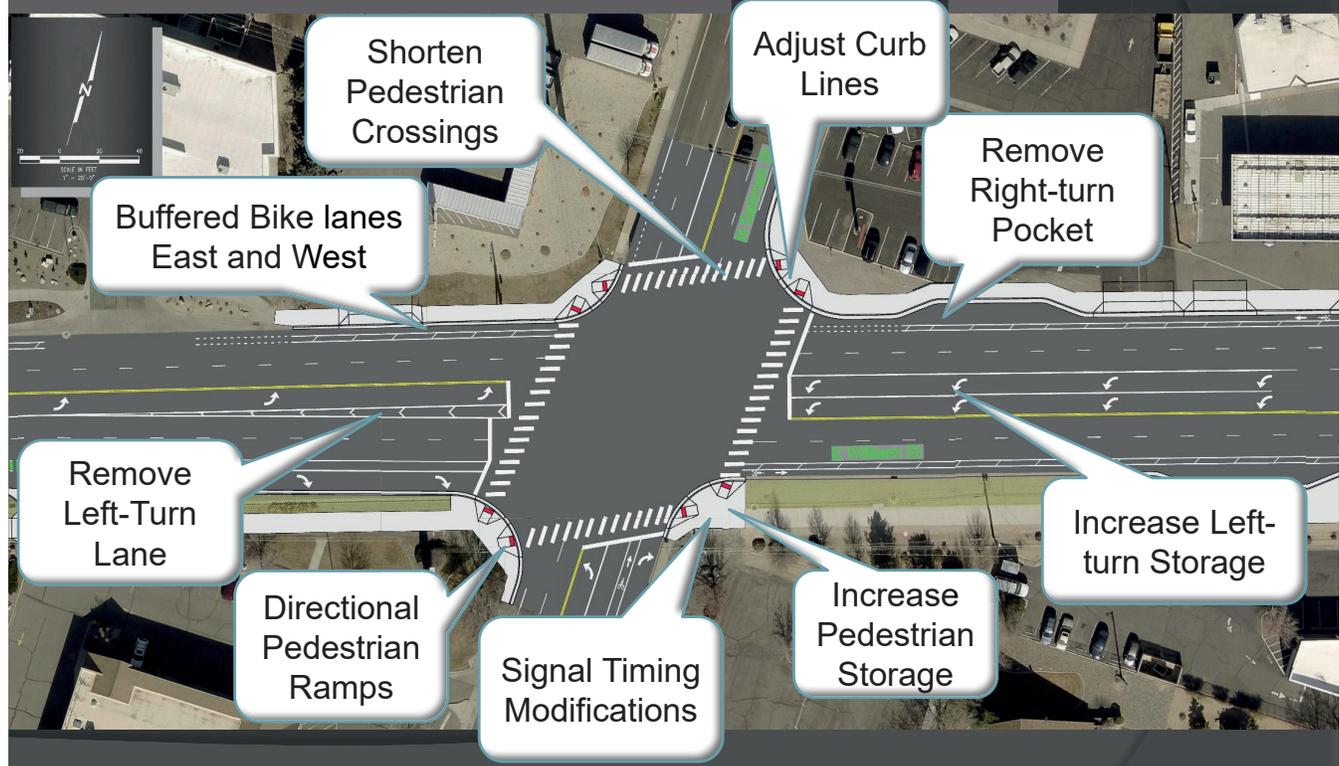




# State Street Intersection

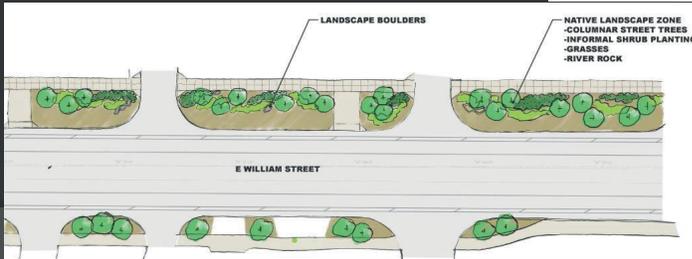
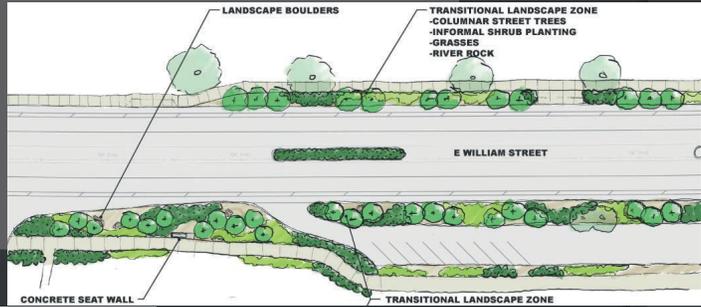
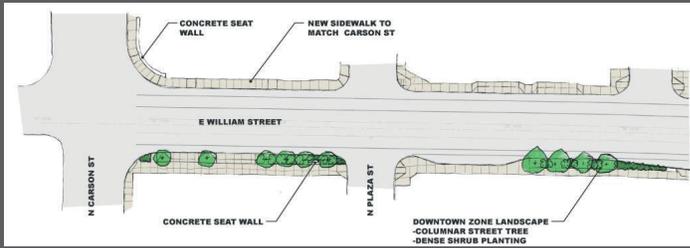


# Saliman Intersection





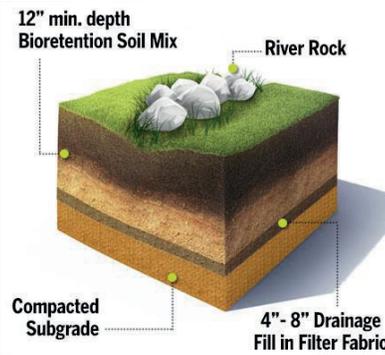
# Landscape Design



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# Low Impact Development



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# Project Funding



- Total Project Funding: **\$23,189,704**

RAISE = \$9,300,000

Federal Earmark = \$2,000,000

Redevelopment = \$404,620

Infrastructure = \$6,329,297

Stormwater = \$490,000

Water = \$2,600,000

Sewer = \$2,065,787

The logo for RAISE Grants, with "RAISE" in orange and "Grants" in white on a dark blue background. Below it is the tagline "Rebuilding America Infrastructure with Sustainability and Equity".

**Rural, Capital**

**East William Street Complete Streets Project**

**Carson City**  
Carson City, Nevada

**Grant Funding: \$9,300,000**

# Next Steps



- Design milestones:
  - 60% Design in progress – December 2022
  - Summer 2023 – Final design
  - Construction – Planned to start in early 2024
- Upcoming Community Meetings/Workshops:
  - Design Update Public Meeting and individual contact – Winter/Spring 2022/2023
  - Construction Impacts Workshop meeting - Winter 2023
- Future Board/Committee updates (RACC, RTC, BOS):
  - Present at 60% and 90% project stages

# Project Communication Tools

[www.CarsonProud.com](http://www.CarsonProud.com)

Text "Carson Proud" to (775) 522-5722

Darren Anderson, PE  
Senior Project Manager

[danderson@carson.org](mailto:danderson@carson.org)

775-283-7584



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# CONNECTING



WITH THE CAPITAL



# Thank you!



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## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding (1) an Interlocal Agreement (“Agreement”) with Douglas County for the development of a Douglas County Safe Routes to School Master Plan (“Douglas County Plan”) through the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”) with Douglas County responsible for providing \$20,000 to serve as local matching funds; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments to the Agreement.

**Staff Summary:** The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> grade students within Carson City and Douglas, Lyon, and Storey Counties. The Carson City Regional Transportation Commission (“RTC”) administers the WN-SRTS Program through a cooperative agreement with the Nevada Department of Transportation (“NDOT”) and that agreement with NDOT requires the RTC to provide local matching funds. If the Agreement is approved, RTC will develop the Douglas County Plan in cooperation with Douglas County, and Douglas County will reimburse the RTC for a portion of the local match associated with the Douglas County Plan in an amount not to exceed \$20,000.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as future amendments extending the time for performance or increasing Douglas County’s local match obligation.

### **Previous Actions**

September 14, 2022 – The RTC approved an amendment to Cooperative Agreement No. PR214-21-063 (“Cooperative Agreement”) with NDOT for the WN-SRTS Program increasing the available budget to allow for development of the Douglas County Plan.

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

The WN-SRTS Program is operated and managed by Carson City Public Works and provides guidance and services to schools in Carson City and Douglas, Lyon, and Storey Counties through the Cooperative Agreement, which requires a 5% local match

In 2020, a Carson City Safe Routes to School Master Plan was approved by the RTC which identified projects and safety improvements within a 1-mile radius of eight schools in Carson City. It has proved to be a successful document that has guided the WN-SRTS Program and Carson City in making transparent and meaningful

investments to the infrastructure around schools. This Agreement will support development of a Douglas County Plan, which will provide these same types of benefits and improvements for students in Douglas County that walk, bike, and roll to school. With the goal of eliminating student crashes that result in injury or death, the WN-SRTS Program and Douglas County can use the Douglas County Plan to help reach that goal by preparing safer infrastructure and meaningful programmatic changes. The Douglas County Plan will provide guidance for making strategic investment decisions related to future infrastructure and funding opportunities.

The Douglas County Plan will be developed through a professional services contact between the RTC and a qualified professional. The total estimated cost for developing the Douglas County Plan is \$400,000; 95% of the cost is reimbursable under the Cooperative Agreement. The estimated 5% local match required to complete the Douglas County Plan is \$20,000, and the Agreement makes Douglas County responsible for that estimated match.

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

NRS 277.180; NRS 277A.270

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project # G304017001; Regional Transportation revenue fund, Federal Grants / 2503082-431010, Douglas County Revenue 2503081-437560

Is it currently budgeted?  Yes  No

**Explanation of Fiscal Impact:**

If approved, Project # G304017001 amounts will remain unchanged. Funding received by the RTC through the Agreement will be applied to cover the 5% local match for the Douglas County Plan, in whole or nearly so.

**Alternatives**

Do not approve the Agreement and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Draft - Douglas County SRTS Master Plan Interlocal Agreement

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **INTERLOCAL AGREEMENT FOR SAFE ROUTES TO SCHOOL MASTER PLAN**

This AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and the CARSON CITY REGIONAL TRANSPORTATION COMMISSION, a political subdivision of the State of Nevada (hereinafter "RTC"). COUNTY and RTC may be individually referred to as "Party" and collectively referred to as "Parties."

### WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, 23 U.S.C. § 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a Safe Routes to School Program ("SRTS Program") for the benefit of children in primary, middle, and high schools; and

WHEREAS, RTC, at its May 12, 2021, meeting, approved an agreement with the Nevada Department of Transportation ("NDOT") concerning funding and oversight for a Western Nevada SRTS Program ("NDOT Agreement") through 23 U.S.C. § 402, to (1) enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, projects covered by the SRTS Program and NDOT Agreement currently require a five percent (5%) local match; and

WHEREAS, RTC and Carson City manage the Western Nevada SRTS Program and associated activities within Carson City, Douglas County, Lyon County, and Storey County; and

WHEREAS, the purpose of this Agreement is to set the terms for COUNTY and RTC to utilize the SRTS Program to complete a Safe Routes to School Master Plan for all schools in COUNTY("PLAN"), and to manage PLAN development and completion through the procurement of professional services; and

WHEREAS, this Agreement will further the goals of the SRTS Program and benefit the COUNTY and the people of the State of Nevada;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

**Section 1. Term of Agreement:** This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on September 30, 2023, unless terminated earlier in accordance with Section 2 of this Agreement.

**Section 2. Early Termination:** Either Party may terminate this Agreement with or without cause by providing not less than 30 days' written notice to the other Party.

**Section 3. Responsibilities of RTC:** RTC agrees to provide the following services relating to the PLAN:

- A. Provide project management for the PLAN through staff from the Transportation Division of the Carson City Public Works Department.
- B. Issue a Request for Proposal ("RFQ") to procure consultant support for PLAN development ("Consultant").
- C. Select and contract with Consultant for PLAN development.
- D. Provide monthly updates to COUNTY's project manager regarding PLAN development.
- E. To be responsible for all costs associated with the PLAN, except (1) any costs that will not be reimbursed through the SRTS Program and NDOT Agreement, and (2) any local match owed under the SRTS Program and NDOT Agreement.
- F. Provide the completed PLAN to COUNTY prior to termination of this Agreement.
- G. Provide NDOT with budget tracking, invoicing, and reimbursement information concerning the PLAN, as required by the NDOT Agreement.
- H. Ensure all terms and conditions associated with the NDOT Agreement are met.

**Section 4. Responsibilities of COUNTY:** COUNTY agrees to perform the following:

- A. Select a project manager for COUNTY to collaborate with the Consultant and RTC's project manager and to facilitate PLAN development.
- B. Participate in PLAN activities including but not limited to; project coordination meetings, data collection and distribution, school activities and outreach events, presentations to boards and commissions, etc.
- C. Provide assistance to Consultant and RTC related to development of the PLAN, including scheduling meetings, public outreach, and general coordination with COUNTY entities and representatives including individual schools, the school district, boards and commissions, or other COUNTY offices, departments, and agents.
- D. Assist RTC and Consultant in obtaining any necessary permits, access, or permission for Consultant and RTC staff to develop the PLAN.
- E. Reimburse RTC for any local match paid for the PLAN. The local match for the PLAN shall not exceed twenty thousand and 00/100 dollars (\$20,000.00), unless COUNTY's project manager authorizes a higher not-to-exceed amount, in writing, to RTC's project manager.
- F. Reimburse RTC for any costs expended for the PLAN that will not be, or were not, reimbursed through the NDOT Agreement and/or the SRTS Program, provided however that COUNTY shall not be responsible for any reimbursement in excess of the dollar amount set forth in Paragraph E of this Section unless the COUNTY has provided prior written consent for the specific reimbursement amount sought by RTC hereunder.
- G. Any projects identified in the completed PLAN that COUNTY opts to implement will be implemented without further assistance from CITY.

**Section 5. Supervision of Services:** Subject to COUNTY's input, RTC will supervise Consultant. Any contract with Consultant will set a not-to-exceed amount to develop the PLAN. RTC will not authorize Consultant to exceed that amount without written authorization from COUNTY's project manager.

**Section 6. Billing and Payment:** RTC, or Carson City on behalf of RTC, shall bill COUNTY monthly for services and expenses in accordance with this Agreement. Payments by COUNTY are due within 45 days of the date of billing.

**Section 7. Notices:** All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR RTC:

Chris Martinovich  
Transportation Manager  
3505 Butti Way  
Carson City, Nevada 89701  
Tel: (775) 887-2355  
Fax: (775) 887-2112

FOR COUNTY:

Philip Ritger  
Public Works Director  
P.O. Box 218  
Minden, Nevada 89423  
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

**Section 8. Entire Agreement:** This Agreement constitutes the entire agreement of the Parties and as such is intended as the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement must be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

**Section 9. Limited Liability; Indemnification:** COUNTY shall indemnify and hold harmless RTC, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents, and employees. RTC shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of RTC's officers, agents, and employees. COUNTY and RTC do not waive and intend to assert any and all available NRS chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

**Section 10. Severability:** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

**Section 11. Nevada Law; Jurisdiction:** The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

**Section 12. Ownership of Property:** All or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

**Section 13. No Third-Party Beneficiary:** It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**Section 14. Records:** Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

**Section 15. Public Records; Confidentiality:** Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

**Section 16. Separate Entities:** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

**Section 17. Assignment:** Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

**Section 18. Authority to Sign:** The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

**Section 19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

**Section 20. Breach:** Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' 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 rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

**Section 21. Force Majeure:** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts 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 the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CARSON CITY REGIONAL  
TRANSPORTATION COMMISSION

DOUGLAS COUNTY, NEVADA  
Regional Transportation Commission

By: \_\_\_\_\_  
Transportation Manager

By: \_\_\_\_\_  
Ken Miller, Chairman

Attest:

\_\_\_\_\_  
Clerk-Recorder

\_\_\_\_\_  
County Clerk

Approved as to Legality and Form:

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Deputy District Attorney

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## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Bryan Byrne, Transportation/Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding the Regional Transportation Commission’s (“RTC”) option under Contract 21300284 (“Contract”) to direct HDR Engineering, Inc. (“HDR”) to perform the second phase of the Appion Way Intersection and Traffic Signal Design Project (“Project”), which covers 90% and final design services (“Phase 2 Services”), with a not to exceed amount of \$69,136 and a total Contract amount not to exceed \$223,120.

**Staff Summary:** The Project is an intersection improvement project in Performance District 4 and includes roadway and traffic signal design at the intersection of South Carson Street and Appion Way. HDR is assisting Carson City staff by performing project management, traffic signal design, and civil engineering plans for the Project. The Contract, with a not to exceed amount of \$223,120 is intended to cover two phases of work. Upon approval of the Contract, HDR commenced phase one to reach 50% Project design (“Phase 1 Services”), with a not to exceed amount of \$153,984. If RTC exercises the Contract’s option for Phase 2 Services, HDR will complete the 90% and final design plans, as well as provide support for construction bid documents, for an amount not to exceed \$69,136. Therefore, the Contract’s not to exceed amount of \$223,120 comprises \$153,984 for Phase 1 Services and, if approved by the RTC, \$69,136 for Phase 2 Services. Both phases of the Project are anticipated to be completed by June 30, 2023.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve exercising the Contract’s Phase 2 Services option.

### **Previous Actions**

March 9, 2022 – The RTC approved the Contract with a total not to exceed amount of \$223,120.

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

The Project includes traffic signal and intersection improvements at the intersection of South Carson Street and Appion Way. Carson City documented the need to construct a new traffic signal and intersection improvements in a variety of reports including the South Carson Street Traffic Evaluation (Completed in May 2019) and the Southwest Carson Circulation Study (Completed May 2020) to improve traffic circulation and accommodate current and future development in the area. This part of Carson City is rapidly developing with a mix of multi-use family developments and commercial developments. Currently, there are no signalized access points on South Carson Street between I-580 and Clearview Drive, resulting in traffic inefficiencies.

The Project has gained wide support and represents an example of a public-private partnership, as it has received partial funding from the private sector through pro-rata developer contributions, as well as partial funding from the City's Redevelopment Authority.

HDR was selected for the Project using Carson City's Transportation Engineering Qualified Consultant List. HDR is completing the design of the Project in two phases. The Phase 1 Services have been completed, including survey, utility investigation, and 50% traffic signal, hydraulic, and roadway design. The Phase 2 Services include completion of the 90% and final design plans, specifications, cost estimates, and construction bid documents.

The final design for the Project is anticipated to be completed in the summer of 2023 with construction planning in 2024.

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

NRS 277A.270; NRS Ch. 338; NRS 625.530(3)

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project # P751021002; Regional Transportation fund, Developer Contribution Expense account / 2503035-507865;

Is it currently budgeted?  Yes  No

**Explanation of Fiscal Impact:**

If approved, Project # P751021002 will decrease by \$69,136. A total of \$220,800 will be transferred from the Developer Contribution Expense account / 2503035-507865 to the Capital Improvements account / 2503035-507010 account following the first round of budget augmentations. The funding available in Project # P751021002 following the transfer will be \$378,800.

**Alternatives**

Do not approve the Contract and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Appion Signal – Executed Contract No. 21300284

**Board Action Taken:**

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

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 21300284**

**Title: Appion Way Intersection and Traffic Signal Design**

THIS CONTRACT made and entered into this 9th day of March, 2022, by and between the Regional Transportation Commission for Carson City, hereinafter referred to as “**CITY**”, and HDR Engineering, 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 X) (does not involve    ) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, 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. 21300284** (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 Regional Transportation Commission, all required documents are received and signed by all parties.

**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”. As shown in Exhibit A, the SERVICES are composed of two phases: tasks 1 to 5, hereinafter referred to as “PHASE 1 SERVICES” and tasks 6 to 7, hereinafter referred to as “PHASE 2 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 <u>12/31/22</u>
GL expires <u>6/1/22</u>
AL expires <u>6/1/22</u>
PL expires <u>6/1/22</u>
WC expires <u>6/1/22</u>

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

Title: Appion Way Intersection and Traffic Signal Design

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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

## Title: Appion Way Intersection and Traffic Signal Design

statement shall be executed by **CONSULTANT** or subcontractor or by an authorized 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. 21300284**

**Title: Appion Way Intersection and Traffic Signal Design**

(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. 21300284

## Title: Appion Way Intersection and Traffic Signal Design

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 The term of this Contract begins April 1, 2022, subject to Regional Transportation Commission approval (anticipated to be March 9, 2022) and, as to PHASE 1 SERVICES, ends on June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION). Until June 30, 2024, **CITY** shall have the right to exercise an option for **CONSULTANT** to perform the PHASE 2 SERVICES described in Exhibit A.

### 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

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if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Craig Smart, Associate Vice President  
HDR Engineering Inc.  
6750 Via Austi Pkwy, Suite 350  
Las Vegas, NV 89119  
702-938-6000 / 702-938-6060  
[Craig.smart@hdrinc.com](mailto:Craig.smart@hdrinc.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 PHASE 1 SERVICES specified in **Section 2** (SCOPE OF WORK) and **Exhibit A** and **CITY** agrees to pay **CONSULTANT** compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Fifty Three Thousand Nine Hundred Eighty Four Dollars and 00/100 (\$153,984.00), and hereinafter referred to as "Contract Sum". The parties additionally agree that, if **CITY** exercises the option for PHASE 2 SERVICES, **CONSULTANT** will provide the PHASE 2 SERVICES specified in **Section 2** (SCOPE OF WORK) and **Exhibit A** and **CITY** agrees to pay **CONSULTANT** the compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Nine Thousand One Hundred Thirty Six Dollars and 00/100 (\$69,136.00). The term "Contract Sum" shall include the sum paid for PHASE 2 SERVICES if the **CITY** exercises its option for the PHASE 2 SERVICES.

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

5.4 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.

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

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## 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 **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,

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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

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

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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 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, negligent errors, negligent 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

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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.

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):**

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**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 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 **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

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\$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 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 subcontractors, 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

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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.
- 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

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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 **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.

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## 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 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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **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,

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300284

### Title: Appion Way Intersection and Traffic Signal Design

as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

22.1.5 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).

#### 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 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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 21300284**

**Title: Appion Way Intersection and Traffic Signal Design**

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.

**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 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.

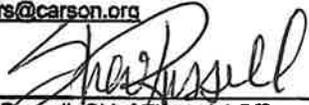
**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 21300284**  
**Title: Appon Way Intersection and Traffic Signal Design**

**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:

**CARSON CITY**

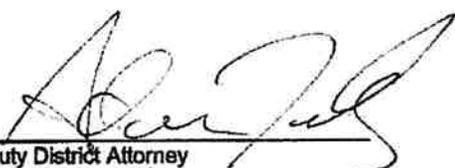
Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

By:   
Sheri Russell, Chief Financial Officer

Dated 3/15/2022

**CITY'S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

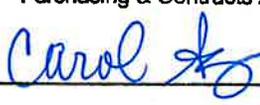
By:   
Deputy District Attorney

Dated 3/11/22

**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

By: 

Dated 3/17/2022

Project# P751021002  
Account: 6037510 507010  
2503505-507010

**PROJECT CONTACT PERSON:**

Christopher Martinovich, Transportation Manager  
Telephone: 775-283-7367

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 21300284**

**Title: Appion Way Intersection and Traffic Signal Design**

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:** Craig Smart

**TITLE:** Associate Vice President

**FIRM:** HDR ENGINEERING, INC.

**CARSON CITY BUSINESS LICENSE #: BL-000611**

**Address:** 6750 Via Austi Pkwy, Suite 350

**City:** Las Vegas **State:** NV **Zip Code:** 89119

**Telephone:** (702) 938-6000 / **Fax:** (702) 938-6060

**E-mail Address:** craig.smart@hdrinc.com

Craig Smart  
(Signature of Consultant)

DATED 3/12/22

STATE OF Nevada

County of Clark )ss

Signed and sworn (or affirmed before me on this 12 day of March, 2022

Michele Williams  
(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 21300284**  
**Title: Appion Way Intersection and Traffic Signal Design**

**CONTRACT ACCEPTANCE AND EXECUTION:**

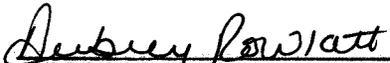
The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of March 9, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300284**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

  
**LORI BAGWELL, MAYOR/CHAIRPERSON**

DATED this 9<sup>th</sup> day of March 2022.

**ATTEST:**

  
**AUBREY ROWLATT, CLERK-RECORDER**

DATED this 9<sup>th</sup> day of March 2022.



## Exhibit A

### Scope of Services Appion Way Signal

#### 1.0 GENERAL

##### 1.1 PROJECT LOCATION AND PURPOSE

Carson City has identified a need to construct a new traffic signal at the intersection of South Carson Street and Appion Way in south Carson City (the PROJECT). The concept for a traffic signal is documented in a variety of reports including the *Final South Carson Street Traffic Evaluation (May 2019)* and the *Snyder/Appion Alternatives Analysis (May 2020)*.

HDR (SERVICE PROVIDER) been asked to develop a scope and fee for the complete design of a new traffic signal at the intersection of South Carson Street and Appion Way.

The preferred concept for the signalized intersection is shown in the exhibit attached. The design should accommodate a four-leg intersection; however, Carson City does not know when the fourth (eastern) leg will be constructed. Therefore, the signalized intersection should be designed to operate as a three-leg intersection in the near term, and a four-leg intersection in the long term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed.

The intersection is in Carson City ROW along roads owned by Carson City. The exact location of NDOT ROW has not been surveyed but is generally believed to be just south of the intersection curb returns.

##### 1.2 GENERAL DESCRIPTION OF SERVICES

The work included in the Scope of Services for the PROJECT consists of providing final design, engineering, and plan preparation for signal, roadway, and drainage design.

The Scope of Services for this work shall include the following major tasks:

- Project Management
- One presentation to a Board/Commission including maps and presentation materials
- Survey Site and identify ROW
- Utility Investigation (including SUE)
- Roadway Design and Geometric Design of the intersection at South Carson Street and Appion Way
- Drainage Design
- Conceptual Design (15%) only for the removal of existing Snyder Avenue at and to 100-ft east of the South Carson Street intersection per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope).
- Investigate future right turn lane removal (from Carson St. to existing Snyder Ave.).
- Access management review of Appion Way
- Traffic Signal Design
- Intersection Lighting Design
- Submittals of Plans at 50%, 90%, and Final Design. Bid Item unit quantities and Engineer's Opinion of Probable Cost for 90% and Final design will be included.

Carson City will complete the contract documents, specifications, and special provisions. Traffic Control during construction is assumed Lump Sum and to be designed by contractor.

Carson City will acquire NDOT permits identified by HDR.

Carson City to furnish their latest bid tabulations and cost information for recent projects.

### **1.3 DESIGN CRITERIA**

The SERVICE PROVIDER shall follow all applicable City, NDOT, federal, state, and locally adopted and accepted criteria for the PROJECT. Applicable standards for this PROJECT are contained in the most recent version at the time of contract including:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Storm Water Quality Manuals
- AASHTO A Policy on Geometric Design of Highways and Streets (Green Book)
- AASHTO Roadside Design Guide
- Applicable FHWA design references
- NDOT Right of Way Manual
- Carson City Drainage Manual – October 19, 2020
- Standard Specifications for Public Works Construction (Orange Book), and Carson Amendments
- Standard Plans for the City of Carson

### **2.0 PROJECT MANAGEMENT**

The SERVICE PROVIDER shall coordinate with the Carson City Project Manager and manage SERVICE PROVIDER team to complete PROJECT within schedule. Services will include, but not limited to, meeting participation and coordination.

The SERVICE PROVIDER will provide a licensed professional engineer in the State of Nevada as a Project Manager to deliver the services described. The SERVICE PROVIDER shall manage / coordinate PROJECT development activities with the City and NDOT. This will be done in coordination with the City's Project Manager. The SERVICE PROVIDER will be responsible for coordinating, attending, and preparing exhibits and preparing meeting minutes for those meetings as required by the City. Project Management tasks, activities, and deliverables may include:

- Coordination and Documentation of SERVICE PROVIDER team
- Monthly progress reporting
- QA/QC
- Attend monthly and miscellaneous meetings
  - Meeting assumptions:
    - Kick Off Meeting
      - 1 x 2 hour meeting
        - PM, designer, 1 other person from HDR will attend
      - Compiling and distributing meeting minutes afterward

- Project Coordination Meetings with City Staff
  - 1 x 1 hour meetings (online) per month, for 12 months
    - PM, designer, 1 other person from HDR will attend
  - Compiling and distributing meeting minutes afterward
- One 2 hour meeting with NDOT for coordination (online)
  - PM, designer, drainage, and traffic person from HDR will attend
- 50% comment review (online)
  - Assumed 4 hours
    - PM, designer, 1 other person from HDR will attend
- 90% comment review (online)
  - Assumed 4 hours
    - PM, designer, 1 other person from HDR will attend

### 3.0 SURVEY

#### 3.1 Survey through Sub-consultant RCI

##### Task 1 – Topographic & Right-of-Way Survey

- Perform project control, property lines, easements, and right-of-way survey referenced to the Carson City Control Network.
- Perform aerial drone flight of project area with an anticipated flight height of 100' – 200' above ground level (AGL).
- Perform topographic laser scan of project area for the location of asphalt surface between existing curb improvements.
- Perform conventional topographic survey of all visible existing improvements excluding asphalt, striping and other existing improvements in the traveled way.
  - Conventional field survey will be performed at a 50' cross section interval with a minimum of three (3) shots for each radius and spandrel at each intersection and will extend a minimum of 100' past curb returns and at all cross streets.
  - Location of any existing utilities, existing underground utilities, and all visible utility surface features, even if not identified by Carson City.
  - All poles, pole foundations, valves, and manholes will be located with a single topographic measurement. All utility vaults and boxes will be located with a minimum of three (3) corner measurements.
- Perform QA/QC of aerial drone and laser scanning data.

##### Task 2 – Right-of-Way Mapping

- Perform right-of-way mapping research and resolution for project area from information provided by Carson City Public works and that obtained from existing NDOT mapping.

### Task 3 – Project Base Mapping

- Prepare project base map based on the Carson City CAD standards from information collected in Task 1 & 2 above. Base map will be at a scale of 1" = 40' with a minimum contour interval of 1'.
- Prepare Project control plan identifying existing project control and boundary information.

#### Deliverables:

- Project base map based on the Carson City CAD standards from information collected in Task 1 & 2 above. Base map will be at a scale of 1" = 40' with a minimum contour interval of a 1'.
- Signed hard-copy plot of project control plan identifying existing project control and boundary information.
- Signed Hard-copy plot of completed topographic survey.
- DVD or Flash Drive of all project mapping.

## 4.0 SUE

### 4.1 SUE through Sub-consultant Horrocks

#### Task 1 - 8 Quality Level "A" test holes

##### Includes:

- Permit preparation, application, and fees to obtain the necessary traffic control and occupancy permits.
- Traffic control devices and maintenance.
- VAC truck and personnel to perform the field work.
- Management, field supervisors, and supporting staff required to complete the work and perform quality control.

All work will be conducted according to ASCE Standard Guidelines, stamped by a Nevada registered PE, and will include a separate test hole data sheet for each location.

Cost \$1,500.00/test hole. If additional depth over 8 feet occurs, costs for additional depth will be calculated at \$160/foot where utilities are deeper than 8 feet. Please note that test holes where no utility is found but require the same effort or more (due to going deeper or wider) will be invoiced at the same rate as test holes where utilities are found. Replacement of sidewalk or curb panels has not been included as part of this work.

##### Deliverable:

- Final electronic report. To be submitted within 2 weeks of completion of the pothole survey.

## 5.0 50% DESIGN

### 5.1 Survey Review

Designers to review survey results.

### 5.2 SUE Review and Hole Selection

Designers set location for exploratory holes.  
Designers to review SUE results.

### 5.3 Utility Coordination

PM and Designers to coordinate utilities found on project site.

### 5.4 Drainage Design

#### 5.4.1 Drainage Design

- Assume all flow:
  - On the east side of South Carson Street North of Snyder Ave, turns eastward at Snyder and does not cross Snyder southward and does not enter the project area south of Snyder.
  - On the west side of South Carson Street stays on the west side of South Carson Street and is captured and conveyed with existing in place curb and gutter, drop inlets, and the concrete lined channel.
  - On the east side of Oak Street does not flow westward into the project area.
- Design of stormwater capture and conveyance infrastructure will be based on the Carson City Drainage Manual – October 19, 2020 assuming the following:
  - Previously developed drainage report for South Carson Street will be provided to HDR for review and confirmation of contributing flow rates to project area.
  - If there is no document available, then the drainage area shown in the figure below will be assumed.
    - Flows from the northeast side of South Carson Street are assumed to turn eastward at Snyder Ave. and will not enter or impact the project area.
    - Flows on the west side of South Carson Street will continue to enter the Voltaire concrete-lined channel and be unimpacted by this project.
  - It is assumed that new facilities will tie into the existing drainage system (overland swale to a detention basin), including new DIs on the east side of South Carson Street and laterals.
  - It is assumed that new underground storm drain conveyance will be approximately 100 feet long.



#### 5.4.2 Technical Drainage Memo

- A basic drainage study will be compiled
- It is assumed that the study will be no more than 5 pages of narrative + 2 figures.

The following are not considered included in this scope of work and would require a change order to incorporate:

- No changes to drainage for the north and south “legs” of the intersection (on South Carson Street).
- No changes to drainage for the west “leg” of the intersection (the existing concrete lined channel).
- No changes to or evaluation of water rights.
- No design of impoundment facilities. Project will be limited to conveying stormwater runoff.
- No modifications will be made to the Voltaire Canyon Detention Basin, nor to the contributing swale along the north side of the detention basin.
- Carson City staff will conduct all coordination with Nevada DOT staff regarding contributing flow impacts to the Voltaire Canyon Detention Basin.
- Carson City staff will conduct all required coordination with FEMA.

## 5.5 Roadway Design

Develop 50% design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave. Remove/reconfigure median island on Carson Street. The left turn lane shall be stripped out for no immediate use
- Design shall accommodate future right turn lane on S. Carson St. NB to future Snyder Ave. Construction of right turn lane will not take place under this contract. Signal and lighting poles shall be located to avoid future construction.
- No work to existing NB right turn lane to existing Snyder. Turn lane to remain in current state.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- No quantities or estimate with 50% plan submittal
- Note: No landscaping design is included in this scope.
  - An opportunity exists to landscape the 1,000 linear foot strip between the frontage road and the east side of South Carson Street. A simple swale is planned for this area at this time in the design. At the City's discretion and for an additional fee, a landscape architect can be incorporated onto the design team to design an attractive vegetated strip with bushes and deciduous trees, etc.
  - No irrigation is currently included in the design.
  - Design of the roadways to be in conformance with Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.

## 5.6 Traffic Signal Design

Develop 50% design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design shall be in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right -turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

### 5.7 50% Design comment review meeting

- Service Provider to meet with City and review the 50% Plan submittal.
- It is assumed that a “communal” platform (Bluebeam Session, or similar) to review design drawing comments will be used, in lieu of a spreadsheet list of comments format. Such a platform will allow multiple reviewers to collaboratively review and will allow HDR to respond and address in a much more efficient manner.

### 5.8 Investigate Future Work at Snyder and Concept at Appion.

- Investigate future connection from Snyder Ave. to Appion Way (run roadway profile to show feasibility of tie-in elevation to Carson St.) per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope).
- Conceptual Design (15%) for the removal of existing Snyder Avenue and the existing right turn lane on Carson Street at and to 100-ft east of the South Carson Street intersection per alternative 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (alternative 2a attached at end of this scope). Include proposed new right turn from Carson Street to Snyder in conceptual design as shown in alternative 2a.
- Conceptual review of future Appion way for removal of left turn at this location. It is assumed that this does not include any traffic analysis for the left turn removal, and is a roadway conceptual review only.

#### Deliverables:

- Final Drainage Study Report. To be submitted with 90% Plan submittal.
- 50% Plans for Drainage, Roadway and Traffic Signal Designs.
- Descriptive Memos
  - Future connection
  - Conceptual Design (15%) w/one plan sheet
  - Appion Review

## PHASE 2 - FY 2023

### 6.0 PS&E Design 90%

#### 6.1 Drainage Design

- Continue with Drainage Design from 50%.
- Incorporate comments from 50% review.

#### 6.2 Roadway Design

Develop 90% design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- Add ped crossings across Carson St., Appion Way
- Incorporate comments from the 50% review.

- Design of the roadway to be in conformance with AASHTO, NDOT or Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.

### **6.3 Traffic Signal Design**

Develop 90% design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right-turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

### **6.4 Quantities and Engineer's Estimate**

- Develop List of Bid Items and Quantities
- Develop Engineer's Opinion of Probable Cost

### **6.5 90% Design comment review meeting**

- Service Provider to meet with City and review the 90% Plan submittal.
- It is assumed that a "communal" platform (Bluebeam Session, or similar) to review design drawing comments will be used, in lieu of a spreadsheet list of comments format. Such a platform will allow multiple reviewers to collaboratively review and will allow HDR to respond and address in a much more efficient manner.

Deliverables:

- Final Drainage Study Report. To be submitted with 90% Plan submittal.
- 90% Plans for Drainage, Roadway, and Traffic Signal Designs.

## **7.0 PS&E Design Final**

### **7.1 Drainage Design**

- Continue with Drainage Design from 90%.
- Incorporate comments from 90% review.

## 7.2 Roadway Design

Develop Final design plans for the following design components:

- Add left turn lane on Carson St. SB to future Snyder Ave.
- Add right turn lane on Carson St. NB to future Snyder Ave.
- Remove/reconfigure median island on Appion Way to allow signalized left turn onto Carson St.
- Add ped crossings across Carson St., Appion Way, and future Snyder Ave.
- Design of the roadway to be in conformance with AASHTO, NDOT or Carson City standards as appropriate. Roadway section shall be in accordance with Carson City Standard details for a collector street with bike lanes, no parking.
- Incorporate comments from the 90% review.

## 7.3 Traffic Signal Design

Develop Final design plans for the following design components:

- Traffic signal poles, heads and pedestrian poles and heads for three of the four quadrants of the intersection to include dual luminaires.
- It is assumed that the eastern leg of the intersection will only include design of the underground facilities at this time which will include pole, lighting, but no mast arm, signal heads or pedestrian poles at this time.
- It is assumed that standard lighting spacing will be used and that no additional lighting analysis will be necessary for this design.
- Design will include underground facilities including conduit, cable, interconnect, pole foundations, and as stated above applicable above ground facilities.
- Signing and Striping design in conformance with AASHTO Green Book, MUTCD, and Carson Standards.
- Full design of signal at Appion Way in accordance with NDOT standard plans and Carson City policies.
- Develop a signal phasing to include flashing yellow right-turns.
- Traffic Signal coordination with Highway 50 to the south and E Clearview Drive to the north.

## 7.4 Quantities and Engineer's Opinion of Probable Cost

- Develop List of Bid Items and Quantities
- Develop Engineer's Opinion of Probable Cost

Deliverables:

- Final Plans for Drainage, Roadway, and Traffic Signal Designs.
- Final Engineers Opinion of Probable Cost

## 8.0 Anticipated Plan Sheets

The design plans to be submitted will include the following:

- Cover, Legend, Drawing Index, General Notes and Details – 3 sheets
  - Survey Control Plan - 3
  - Typical Sections - 2
  - Removal Plan - 1
  - Roadway Plan and Profile - 3
  - Intersection/Curb Ramp Grading - 2
  - Construction Details (to be added at the 90% design phase) - 2
  - Utility Plan - 2
  - Drainage Plan/Details - 4
  - Signing and Marking Plan - 2
  - Streetlight Plan - 1
  - Traffic Signal Plan - 2
- Total Estimated Sheets -27



*Option 2a of Snyder/Appion alternatives analysis in the southwest Carson City circulation study (not included in final design for construction but to be used as preferred option for conceptual design as basis for intersection geometry)*

PROJECT NAME - Appion Signal

		\$ 274.38	\$ 248.04	\$ 230.58	\$ 142.83	\$ 184.92	\$ 235.03	\$ 187.65	\$ 165.93	\$ 198.33	\$ 106.41	\$ 104.10			
		Loaded Cost Per Hour													
Task	Name	Reid Kaiser	Laycee Kolkman	Asafft Abdo	Nate Truet	Maroun Ghanem	Pfeifer/Hsu	Greg Burst	Paul Oxborrow	Eric Anders	Hannah Nicholes	Jaymee Miller	Total Labor Hours	Loaded Labor Costs	Direct Costs
	Description	Project Principal	Project Manager	Roadway QA/QC	Roadway Engineer	Rdwy Designer	Drainage QA/QC	Senior Drainage Engineer	Drainage Engineer	Traffic Engineer QA/QC	Traffic EIT	Project Controller			
1	<b>General</b>														
2	<b>Project Management &amp; Meetings</b>														
2.1	Design Project Administration	4	24									30	58	\$ 10,173.48	\$ 300.00
2.2	Kick-off meeting		2		2								6	\$ 1,157.04	
2.3	Progress and coordination meetings		12		12								36	\$ 6,454.80	\$ 60.00
2.4	NDOT coordination meetings		2		2								8	\$ 1,369.86	
	Sub-Total Hours/Cost	4	40	0	16	0	0	10	0	0	8	30	108	\$ 19,155.18	\$ 360.00
3	<b>Survey</b>														
3.1	Survey through Sub-consultant RCI												0	\$ 27,500.00	\$ 27,500.00
	Sub-Total Hours/Cost												0	\$ -	\$ 27,500.00
4	<b>SUE</b>														
4.1	SUE through Sub-consultant Horricks													\$ 12,000.00	\$ 12,000.00
	Sub-Total Hours/Cost													\$ -	\$ 12,000.00
5	<b>Preliminary Design 50%</b>														
5.1	Survey Review		1		8	6							15	\$ 2,500.20	
5.2	SUE Review and Hole Selection		1		12			4					21	\$ 3,138.24	
5.3	Utility Coordination		1		30	20							51	\$ 8,231.34	
5.4	Drainage														
5.4.1	Drainage Design					10	6	30	54				100	\$ 17,849.08	
5.4.2	Technical Drainage Memo					10	2	12					24	\$ 4,571.05	
5.5	Roadway Design	4	2	12	80	65							163	\$ 27,806.76	
5.6	Traffic Signal Design		2		10					20			117	\$ 14,935.83	
5.7	50% Design comment review meeting		4	0	8	4							20	\$ 3,300.12	
5.8	Investigate/Concept Work														
5.8.1	Investigate future connection from Snyder Ave. to Appion Way (Model)		16								16		32	\$ 5,671.20	
5.8.2	Conceptual Design (15%) for Snyder removal		4		16						0		20	\$ 3,277.44	
5.8.3	Conceptual Review of Appion		8								16		24	\$ 3,686.88	
	Sub-Total Hours/Cost	4	39	12	164	115	8	46	54	20	125	0	587	\$ 94,968.14	
	<b>2022 Hours</b>	8	79	12	180	115	8	56	54	20	133	30	695	\$ 114,123.32	\$ 39,860.00
	<b>Total Cost Fiscal year 2022</b>												Check	\$ 114,123.32	
6	<b>PS&amp;E Design 90%</b>														
6.1	Drainage Design		1				8	20	48				77	\$ 13,845.89	
6.2	Roadway Design		1	12	60	55							128	\$ 21,755.40	
6.3	Traffic Signal Design		1							12	60		73	\$ 9,012.60	
6.4	Quantities & Engineers Estimate		1		4			4			4		13	\$ 1,995.60	
6.5	90% Design comment review meeting		4		8			4			4		20	\$ 3,311.04	
	Sub-Total Hours	0	8	12	72	55	8	28	48	12	68	0	311	\$ 49,920.53	\$ -
7	<b>PS&amp;E Design Final</b>														
7.1	Drainage Design		1	4			2	20	12				39	\$ 7,384.57	
7.2	Roadway Design	4	1		12	12							29	\$ 5,278.56	
7.3	Traffic Signal Design		1							12	24		37	\$ 5,181.84	
7.4	Quantities & Engineers Estimate		2		2			2			2		8	\$ 1,369.86	
	Sub-Total Hours/Cost	4	5	4	14	12	2	22	12	12	26	0	113	\$ 19,214.83	\$ -
	<b>2023 Hours</b>	4	13	16	86	67	10	50	60	24	94	0	424	\$ 69,135.36	\$ -
	<b>Total Cost Fiscal year 2023</b>												Check	\$ 69,135.36	
	<b>Total Hours</b>	12	92	28	266	182	18	106	114	44	227	30	1119	\$ 183,258.68	\$ 39,860.00
	<b>Total Cost</b>												Check	\$ 183,258.68	\$ 223,118.68



## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Alex Crux, Transit Coordinator

**Agenda Title: For Discussion Only** – Discussion and presentation regarding the Jump Around Carson (“JAC”) Federal Fiscal Year (“FFY”) 2023–2026 Transit Asset Management (“TAM”) Plan.

**Staff Summary:** A TAM Plan is a federally required document that provides a system to monitor and manage public transportation capital assets to enhance safety, reduce maintenance costs, increase reliability, and improve performance. The federal regulations require transit operators to develop a TAM Plan for capital assets used to provide public transit services, including vehicles, facilities, equipment, and other infrastructure. A full update of the TAM Plan is required every four years. Staff have developed a TAM Plan for FFY 2023 through FFY 2026 that meets the federal requirements.

**Agenda Action:** Other/Presentation

**Time Requested:** 5 minutes

### Proposed Motion

N/A

### Background/Issues & Analysis

The Moving Ahead for Progress in the 21st Century Act and Fixing America’s Surface Transportation Act required the United States Department of Transportation and the Federal Transit Administration (“FTA”) to develop rules to establish a system for monitoring and managing a transit agency’s public transportation assets to improve safety, to increase system reliability and performance, and to document and establish performance measures. The purpose of the TAM regulations is to help achieve and maintain a state of good repair (“SGR”) for the nation’s public transportation assets. TAM Plan regulations apply to all recipients and sub recipients of federal financial assistance under 49 U.S.C. § 5326 that own, operate, or manage capital assets used for providing public transportation. Assets used in the provision of public transit, such as vehicles, facilities, equipment, and other infrastructure over \$50,000 in acquisition value, must be included in the TAM Plan. The FTA’s TAM Final Rule lays out the 4 elements that must be included in JAC’s TAM plan. Those elements include: (1) Inventory of Capital Assets, (2) Condition Assessment, (3) Decision Support Tools, and (4) Investment Prioritization.

The TAM Final Rule also required development of an initial TAM plan by October 2018 and requires updates to the plan every four years. JAC completed its first TAM Plan in October 2018 covering FFY 2019-2022. A TAM Plan for FFY 2023-2026 has been developed for approval by the Carson City’s Transportation Manager, who serves as the Accountable Executive for the purpose of this document.

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

49 C.F.R. Part 625; 49 U.S.C. § 5326;

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

**Alternatives**

N/A

**Supporting Material**

-Exhibit-1: JAC Transit Asset Management Plan for FFY 2023-2026

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



# TRANSIT ASSET MANAGEMENT (TAM) PLAN

Jump Around Carson (JAC) Transit System  
Federal Fiscal Year 2023 – 2026



## Acknowledgements

### **Carson Area Metropolitan Planning Organization/Carson City Regional Transportation Commission Staff**

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### **Carson Area Metropolitan Planning Organization Board Members**

Mrs. Lori Bagwell, Chairperson, Carson City  
Mrs. List Schutte, Vice-Chairperson, Carson City  
Mr. Jon Erb, Douglas County  
Mr. Wes Henderson, Lyon County  
Mr. Greg Novak, Carson City  
Mr. Chas Macquarie, Carson City  
Mr. Jim Dodson, Carson City  
Ms. Sondra Rosenberg\*, Nevada Department of Transportation  
\*non-voting ex-officio member

### **Carson City Regional Transportation Commission Board Members**

Mrs. Lori Bagwell, Chairperson, Carson City  
Mrs. List Schutte, Vice-Chairperson, Carson City  
Mr. Greg Novak, Carson City  
Mr. Chas Macquarie, Carson City  
Mr. Jim Dodson, Carson City



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## Definitions (derived from 49 C.F.R. 625.5)

**Accountable Executive:** A single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices, and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329 (d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326.

**Asset Category:** A grouping of asset classes, including a grouping of equipment, a grouping of rolling stock, a grouping of infrastructure, and a grouping of facilities.

**Asset Class:** A subgroup of capital assets within an asset category. For example, buses, trolleys, and cutaway vans are all asset classes within the rolling stock asset category.

**Asset Inventory:** A register or portfolio of capital assets and information about those assets.

**Capital Asset:** A unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used for providing public transportation.

**Decision Support Tool:** An analytic process or methodology: (1) To help prioritize projects to improve and maintain the state of good repair of capital assets within a public transportation system, based on available condition data and objective criteria; or (2) To assess financial needs for asset investments over time.

**Direct Recipient:** An entity that receives Federal financial assistance directly from the Federal Transit Administration (FTA).

**Equipment:** An article of nonexpendable, tangible property having a useful life of at least one year.

**Exclusive-Use Maintenance Facility:** A maintenance facility that is not commercial and either owned by a transit provider or used for servicing their vehicles.

**Facility:** A building or structure that is used in providing public transportation.

**Full Level of Performance:** The objective standard established by the FTA for determining whether a capital asset is in a state of good repair.

**Horizon Period:** The fixed period of time within which a transit provider will evaluate the performance of its Transit Asset Management (TAM) Plan.

**Implementation strategy:** A transit provider's approach to carrying out TAM practices, including establishing a schedule, accountabilities, tasks, dependencies, and roles and responsibilities.

**Infrastructure:** The underlying framework or structures that support a public transportation system.

**Investment Prioritization:** A transit provider's ranking of capital projects or programs to achieve or maintain a state of good repair. An investment prioritization is based on financial resources from all sources that a transit provider reasonably anticipates will be available over the TAM plan horizon period.

**Life-Cycle Cost:** The cost of managing an asset over its whole life.

**Performance Measure:** An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for on-time performance is the percent of trains that arrive on time, and a corresponding quantifiable indicator of performance or condition is an arithmetic difference between scheduled and actual arrival time for each train).

**Performance Target:** A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

**Public Transportation System:** The entirety of a transit provider's operations, including the services provided through contractors.

**Public Transportation Agency Safety Plan:** A transit provider's documented comprehensive agency safety plan that is required by 49 U.S.C. 5329

**Recipient:** An entity that receives Federal financial assistance under 49 U.S.C. Chapter 53, either directly from FTA or as a subrecipient.

**Rolling Stock:** A revenue vehicle used in providing public transportation, including vehicles used for carrying passengers on fare-free services.

**Service Vehicle:** A unit of equipment that is used primarily either to support maintenance and repair work for a public transportation system or for delivery of materials, equipment, or tools.

**Sponsor:** A State, designated recipient, or a direct recipient that develops a group TAM for at least one tier II provider.

**State of Good Repair (SGR):** The condition in which a capital asset is able to operate at a full level of performance.

**Subrecipient:** An entity that received Federal transit grant funds indirectly through a State or direct recipient.

**TERM Scale:** The five (5) category rating system used in the Federal Transit Administration's Transit Economic Requirements Model (TERM) to describe the condition of an asset: 5.0—Excellent; 4.0—Good; 3.0—Adequate; 2.0—Marginal; and 1.0—Poor.

**Tier II Provider:** A recipient that owns, operates, or manages (1) one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode, (2) a subrecipient under the 5311 Rural Area Formula Program, (3) or any American Indian tribe.

**Transit Asset Management (TAM):** The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.

**Transit Asset Management (TAM) Plan:** A plan that includes an inventory of capital assets, a condition assessment of inventoried assets, a decision support tool, and a prioritization of investments.

**Transit Asset Management (TAM) policy:** A transit provider's documented commitment to achieving and maintaining a state of good repair for all of its capital assets. The TAM policy defines the transit

provider's TAM objectives and defines and assigns roles and responsibilities for meeting those objectives.

*Transit Asset Management (TAM) Strategy:* The approach a transit provider takes to carry out its policy for TAM, including its objectives and performance targets.

*Transit Asset Management (TAM) System:* A strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively, throughout the life cycles of those assets.

*Transit Provider (provider):* A recipient or subrecipient of Federal financial assistance under 49 U.S.C. Chapter 53 that owns, operates, or manages capital assets used in providing public transportation.

*Useful life:* Either the expected life cycle of a capital asset or the acceptable period of use in service determined by FTA.

*Useful life benchmark (ULB):* The expected life cycle or the acceptable period of use in service for a capital asset, as determined by a transit provider, or the default benchmark provided by FTA.

# SECTION 1: INTRODUCTION & APPLICABILITY

## Background: The Transit Asset Management Plan

A Transit Asset Management (TAM) Plan is a federally required document that provides a system for monitoring and managing public transportation assets in the delivery of service to improve safety and increase reliability and performance, and to establish performance measures. The regulations are set forth in 49 C.F.R. 625 and apply to all transit providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and that own, operate, or manage transit capital assets used in the provision of public transportation. The purpose of the requirement is to help achieve and maintain a state of good repair (SGR) for the nation's public transportation assets, and to help clear the nation's current transit SGR backlog. Potential consequences of failing to achieve SGR include safety risks, decreased system reliability and performance, and higher maintenance costs. A TAM Plan sets out the whole life plan for asset maintenance, overhaul, and renewal strategies by specifying capital asset inventories, condition assessments, decision support tools, and investment prioritization. Finally, it improves transparency and accountability in terms of safety, maintenance, asset use, and funding investments.

## Federal Regulations

Each transit provider must designate an Accountable Executive to ensure that the necessary resources are available to carry out the TAM Plan. All assets used in the provision of public transit shall be included in the TAM Plan asset inventory. This includes assets that are owned by a third party (i.e., contract operator), or jointly procured, shared resources. The inventory must include all revenue and non-revenue service vehicles, and any other owned equipment assets over \$50,000 in acquisition value. Agencies only need to include a condition assessment for assets for which they have direct capital responsibility.

A full update to the TAM Plan is required every four years (beginning on October 1, 2018,); however, the FTA has established an annual requirement for performance targets to be submitted by the end of October. Transit providers must measure performance of their assets by asset class for each of the four asset categories: (1) equipment, (2) rolling stock, (3) facilities, and (4) infrastructure. Performance targets should be set by each transit provider for each applicable asset class for the coming fiscal year. Initial performance targets were established and submitted to the FTA in January 2017 (off-cycle) and then every fiscal year thereafter before October 31. Information about reporting requirements can be found in Section 8. The full set of TAM Plan requirements can be found in 49 C.F.R. 625 and 49 U.S.C. 5326.

## Agency Overview

The Carson Area Metropolitan Planning Organization (CAMPO) is the agency, designated by the Governor of Nevada, responsible for metropolitan transportation planning in the Carson City urbanized area, which consists of Carson City, northern Douglas County, and western Lyon County. CAMPO is responsible for compliance with FTA regulations as they relate to funding and transit operations. CAMPO is a direct recipient of FTA funds and provides funding for transit service through an interlocal agreement with the Carson City Regional Transportation Commission (RTC). The RTC oversees, operates, and owns the assets of the Jump Around Carson (JAC) transit system, which is administered by employees of the Consolidated Municipality of Carson City (hereinafter referred to as "Carson City") and housed within the Public Works Department as part of the Transportation Division. The JAC transit system includes fixed route and paratransit services within the CAMPO area. JAC's facilities are shared, including maintenance and wash bays within the Public Works Corporate Yard, Transportation Division staff housed within the Public Works main office, and the nearby JAC

administrative and operations office and bus yard. Only the maintenance and operations facilities received federal investment.

## **Transit Asset Management Plan Application by JAC**

Carson City's Transportation Manager has been designated as the Accountable Executive responsible for ensuring the development and implementation of the Plan in accordance with federal requirements. The Accountable Executive shall approve the TAM Plan, its updates, and annual asset performance targets. Required approvals relating to TAM shall be self-certified by the Accountable Executive via the annual FTA Certifications and Assurances which are submitted in the Transit Award Management System (TrAMS) program. This document covers a horizon period of four years, effective October 2022. This is the second TAM plan approved by CAMPO. This TAM Plan shall be amended during the four-year horizon period when there is a significant change to staff, assets, and/or operations. Consistent with requirements of a Tier II public transit provider, JAC has developed and implemented a TAM Plan containing the elements listed below, the information for which is current as of August 31, 2022:

- Inventory of Capital Assets
- Condition Assessment
- Decision Support Tools & Management Approach
- Investment Prioritization

## **State of Good Repair (SRG) Standards Policy**

An individual capital asset may operate at a full level of performance regardless of whether or not other capital assets within a public transportation system are in a SGR. An asset is considered to be in a SGR when each of the following conditions is met:

- The capital asset is able to perform its manufactured design function
- The use of the asset in its current condition does not pose an identified unacceptable safety risk
- The lifecycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation and replacements

The TAM Plan allows JAC to predict the impact of its policies and to help justify investment decisions regarding the condition of its assets throughout their lifecycles. It enhances the ability to maintain assets in a SGR by proactively investing in an asset before the asset's condition deteriorates to an unacceptable level.

## **Creation of State of Good Repair Performance Measures & Targets**

The FTA's default performance measures are directly related to asset lifecycle and condition. The Useful Life Benchmark (ULB) for buses, for example, can be set using several types of indicators such as years in revenue service, mileage, and remaining useful life. They may take into account a provider's unique operating environment (service frequency, passenger loads, weather, geography, past experience, etc.) and do not have to mirror the FTA's established default ULBs, which are available for each revenue service vehicle type. When developing ULBs, JAC staff recognized and accounted for these and other factors and determined the FTA's default ULBs were appropriate for the initial TAM Plan and for this next iteration of their TAM Plan. FTA's required SGR performance measures are set by asset category. For each asset category, the performance measure is a characterization of the percentage of the number of assets that are not in a state of good repair. For equipment and rolling stock, the performance measure is the percentage of vehicles that have met or

exceeded their ULB. For facilities, the performance measure is the percentage of facilities within an asset class rated below condition 3.0 on the Transit Economic Requirements Model (TERM) scale. JAC, in coordination with CAMPO, establishes annual targets based on a realistic projection of asset condition for the fiscal year to come. Per the FTA, the best targets are quantifiable and supported by the most recent condition data and reasonable projections of the expected revenue, as well as other external factors that may adversely impact the ability to meet stated targets (e.g., population growth in an area).

## SECTION 2: ASSET INVENTORY

The asset inventory is a listing or database of assets—rolling stock, equipment, and facilities—used in the delivery of public transit services and that are owned, operated, and/or maintained by the transit provider. Staff utilizes internal spreadsheets and fleet and facility management software programs to maintain inventory, schedule maintenance, and track the condition of assets. Although there is no set requirement for what level of information should be included in the asset inventory, it should contain sufficient data on the numbers and types of assets in the inventory to inform future decisions.

All assets used by JAC in the provision of transit service have been funded, at least in part, with FTA grant funds. Tables 2.1 – 2.4 show the breakdown of JAC transit assets by asset category:

- Rolling Stock – Revenue service (used primarily to transport passengers) vehicles by service mode
  - Table 2.1 – Fixed Route
  - Table 2.2 – Paratransit
- Equipment – Non-revenue service vehicles (regardless of value) and non-vehicle equipment with an acquisition value of over \$50,000 (tracked either as a single item or a line item as part of a group). Non-vehicle equipment assets with an acquisition value under \$50,000 may be included in the TAM asset inventory. However, staff has elected to exclude such equipment. As permitted by the TAM Final Rule, staff does not include IT hardware or software in its TAM asset inventory.
  - Table 2.3 – Non-revenue service vehicle
  - No table – Non-vehicle equipment with an acquisition value over \$50,000 (none)
- Facilities – While facilities are defined as any building or structure used in providing public transportation, it excludes bus structures and stand-alone structures under 100 square feet.
  - Table 2.4 – Facilities

**Table 2.1: Transit Asset Inventory – Rolling Stock (Revenue Vehicle) Asset Category/Fixed Route Fleet**

Rolling Stock - Revenue Vehicle Fixed Route Fleet Inventory: 2022										
Asset Category	Asset Class	Asset Desc.	Make	Model	ID Number	Asset Owner	Acquisition Year	Age (Years)	Vehicle Mileage	Replacement Cost/Value
Rolling Stock	BU - Bus	35-ft GMC C5500	4243	Spirit of Liberty Low Floor	4243	Carson City/RTC	2016	6	132,702	\$325,000
Rolling Stock	BU - Bus	35-ft GMC C5500	4244	Spirit of Liberty Low Floor	4244	Carson City/RTC	2016	6	176,650	\$325,000
Rolling Stock	BU - Bus	35-ft GMC C5500	4245	Spirit of Liberty Low Floor	4245	Carson City/RTC	2017	5	143,389	\$325,000
Rolling Stock	BU - Bus	34-ft Freighliner	4249	Sol34	4249	Carson City/RTC	2019	3	97,892	\$325,000
Rolling Stock	BU - Bus	34-ft Freighliner	4250	Sol34	4250	Carson City/RTC	2019	3	85,833	\$325,000
Rolling Stock	CU-Cutaway	24-ft Chevy Express	4251	Spirit of Mobility	4251	Carson City/RTC	2020	2	33,656	\$135,000
Rolling Stock	CU-Cutaway	24-ft Chevy Express	4252	Spirit of Mobility	4252	Carson City/RTC	2020	2	13,908	\$135,000
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4254	Spirit of Mobility	4254	Carson City/RTC	2022	0	0	\$165,000
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4255	Spirit of Mobility	4255	Carson City/RTC	2022	0	0	\$165,000
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4256	Spirit of Mobility	4256	Carson City/RTC	2022	0	0	\$165,000
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4257	Spirit of Mobility	4257	Carson City/RTC	2022	0	0	\$165,000
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4258	Spirit of Mobility	4258	Carson City/RTC	2022	0	0	\$165,000

**Table 2.2: Transit Asset Inventory – Rolling Stock (Revenue Vehicle) Asset Category/Paratransit Fleet**

Rolling Stock - Revenue Vehicle Paratransit Fleet Inventory: 2022										
Asset Category	Asset Class	Asset Desc.	Make	Model	ID Number	Asset Owner	Acquisition Year	Age (Years)	Vehicle Mileage	Replacement Cost/Value
Rolling Stock	CU - Cutaway Bus	21-ft Chevy G3500	Arboc	Spirit of Mobility	4238	Carson City/RTC	2012	10	104,089	\$135,000
Rolling Stock	CU - Cutaway Bus	21-ft Chevy G3500	Arboc	Spirit of Mobility	4239	Carson City/RTC	2012	10	97,231	\$135,000
Rolling Stock	CU - Cutaway Bus	24-ft Chevy G3500	Arboc	Spirit of Mobility	4241	Carson City/RTC	2015	7	46,649	\$135,000
Rolling Stock	CU - Cutaway Bus	24-ft Chevy G3501	Arboc	Spirit of Mobility	4242	Carson City/RTC	2015	7	55,061	\$135,000
Rolling Stock	MV - Minivan	19-ft minivan	Ram	Promaster	4253	Carson City/RTC	2022	1	11,373	\$90,000

**Table 2.3: Transit Asset Inventory – Equipment (Non-Revenue Vehicle) Asset Category/Admin Vehicles**

CAMPO Equipment - Non-Revenue Vehicle Fleet Inventory: 2022										
Asset Category	Asset Class	Asset Desc.	Make	Model	ID Number	Asset Owner	Acquisition Year	Age (Years)	Vehicle Mileage	Replacement Cost/Value
Equipment	SV - Sport Utility Vehicle	CCPW / JAC admin SUV	Ford	Explorer	2233	Carson City/RTC	2007	15	35,650	\$40,000

**Table 2.4: Transit Asset Inventory – Facilities Asset Category**

Facilities Inventory: 2022									
Asset Category	Asset Class	Asset Description	Contractor	ID Number	Asset Owner	Acquisition Year	Age (Years)	Replacement Cost/Value	
Facilities	Maintenance	Fleet Facility Expansion (Maintenance and Wash Bays)	Genet / Gassiot	Contract #1415-019	Carson City/RTC	2015	7	\$2,000,000	
Facilities	Administration	Administrative, Operations, and Bus Yard	Carson City Public Works	3770 Butti Way	Carson City/RTC	2018	4	\$400,000	

## SECTION 3: ASSET CONDITION ASSESSMENT

The condition assessment can be defined as a systematic process of inspecting and evaluating the condition of assets. It can be done using visual and/or measured indicators. Condition assessment data is used to support asset management decision-making activities, including capital programming, performance modeling, and day-to-day maintenance. While the FTA does not prescribe a specific methodology or approach for conducting condition assessments, it does require every condition assessment and resultant rating to be sufficiently detailed to monitor performance and plan capital investments. The physical condition of an asset is used as a state of good repair performance measure because it is a direct reflection of its ability to perform its intended function. As part of the TAM Plan SGR Standards, staff conducts an annual physical condition assessment of transit assets. The condition assessments use the FTA Transit Economic Requirements Model (TERM) five-point scale to rate the physical state of each asset (5.0=Excellent; 4.0=Good; 3.0=Adequate; 2.0=Marginal; and 1.0=Poor). Rolling stock and vehicle equipment assets with a rating of 2.5 or higher, and non-vehicle equipment and facilities assets with a 3.0 or higher are considered to be in a SGR. The inspection process and documentation forms utilized to assess vehicle, equipment, and facility assets are detailed in the Appendix section. The overall condition rating score factors into the decision support tool to create an overall asset rating. A discussion of the decision support tool is provided in Section 5. Tables 3.1 – 3.4 show the breakdown of JAC transit assets by asset category:

- Rolling Stock – Overall average of component and subcomponent ratings (see Appendix A for more detail)
  - Table 3.1 – Fixed Route
  - Table 3.2 – Paratransit
- Equipment – Overall average of component and subcomponent ratings for non-revenue service vehicles and non-vehicle equipment (see Appendix A for more detail)
  - Table 3.3 – Non-revenue service vehicle
  - No table – Non-vehicle equipment with an acquisition value over \$50,000 (none)
- Facilities – Overall average of component and subcomponent ratings (facility equipment assets that have an acquisition value of \$50,000 or greater shall be included in the facility condition assessment inspection, but reported as part of the equipment inventory and condition assessment sections; no such assets/equipment qualify for inclusion in this plan). See Appendix B for more detail
  - Table 3.4 – Facilities

**Table 3.1: Rolling Stock (Revenue Vehicle) Asset Category/Fixed Route Fleet**

Rolling Stock - Revenue Vehicle Fixed Route Fleet Inventory: 2022									
Asset Category	Asset Class	Asset Desc.	ID Number	Acquisition Year	Vehicle Mileage	Age (Years)	ULB (Years)	ULB Met	Condition Rating
Rolling Stock	BU - Bus	35-ft GMC C5500	4243	2016	Carson City/RTC	6	14	No	3.00
Rolling Stock	BU - Bus	35-ft GMC C5500	4244	2016	Carson City/RTC	6	14	No	2.91
Rolling Stock	BU - Bus	35-ft GMC C5500	4245	2017	Carson City/RTC	5	14	No	3.10
Rolling Stock	BU - Bus	34-ft Freighliner	4249	2019	Carson City/RTC	3	14	No	3.50
Rolling Stock	BU - Bus	34-ft Freighliner	4250	2019	Carson City/RTC	3	14	No	3.62
Rolling Stock	CU-Cutaway	24-ft Chevy Express	4251	2020	Carson City/RTC	2	10	No	4.07
Rolling Stock	CU-Cutaway	24-ft Chevy Express	4252	2020	Carson City/RTC	2	10	No	4.13
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4254	2022	Carson City/RTC	0	10	No	Limited Service*
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4255	2022	Carson City/RTC	0	10	No	Limited Service*
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4256	2022	Carson City/RTC	0	10	No	Limited Service*
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4257	2022	Carson City/RTC	0	10	No	Limited Service*
Rolling Stock	CU-Cutaway	28-ft Chevy Express	4258	2022	Carson City/RTC	0	10	No	Limited Service*

\*Vehicle not evaluated due to limited service time at time of condition assessment.

**Table 3.2: Rolling Stock (Revenue Vehicle) Asset Category/Paratransit Fleet**

Rolling Stock - Revenue Vehicle Paratransit Fleet Inventory: 2022									
Asset Category	Asset Class	Asset Desc.	ID Number	Acquisition Year	Vehicle Mileage	Age (Years)	ULB (Years)	ULB Met	Condition Rating
Rolling Stock	CU - Cutaway Bus	21-ft Chevy G3500	4238	2012	104,089	10	10	Yes	2.78
Rolling Stock	CU - Cutaway Bus	21-ft Chevy G3500	4239	2012	97,231	10	10	Yes	2.72
Rolling Stock	CU - Cutaway Bus	24-ft Chevy G3500	4241	2015	46,649	7	10	No	3.08
Rolling Stock	CU - Cutaway Bus	24-ft Chevy G3501	4242	2015	55,061	7	10	No	3.01
Rolling Stock	MV - Minivan	19-ft minivan	4253	2022	11,373	1	8	No	3.99

**Table 3.3: Equipment (Non-Revenue Vehicle) Asset Category/Admin Vehicles**

Equipment - Non-Revenue Vehicle Fleet Inventory: 2022									
Asset Category	Asset Class	Asset Desc.	ID Number	Acquisition Year	Vehicle Mileage	Age (Years)	ULB (Years)	ULB Met	Condition Rating
Equipment	SV - Sport Utility Vehicle	CCPW / JAC admin SUV	2233	2007	35650	15	8	Yes	3.17

**Table 3.4: Facilities Asset Category**

Facilities Condition Assessment: 2022						
Asset Category	Asset Class	Asset Desc.	ID Number	Acquisition Year	Age (Years)	Condition Rating
Facilities	Maintenance	Fleet Facility Expansion: Maintenance and Wash Bays	Contract #1415-019	2015	7	5.00
Facilities	Administration	Admin, ops, and bus yard	3770 Butti Way	2018	4	4.84

## SECTION 4: MANAGEMENT APPROACH

Analysis of individual assets throughout their various lifecycle stages provides a snapshot of each asset's progress toward achieving a state of good repair. JAC's asset management approach determines what actions shall be taken at each lifecycle stage, and can be broken down into five different categories or strategies:

- Risk Management – identifies any risks faced by individual assets or the organization as a whole (particularly safety-related risks) and describes the mitigation strategies for each one.
- Maintenance – only regularly scheduled maintenance activities (e.g., inspections, routine preventive maintenance activities, etc.) used to proactively extend the lifecycle of an asset.
- Overhaul – how and when assets get overhauled in lieu of full replacement (overhaul activities may include retrofit, mid-life, or major overhaul).
- Disposal – strategy for disposing of assets that are being renewed or replaced. Includes approval processes and other details, including the procedures for physically removing the asset from the property.
- Acquisition and Renewal – determination of when to initiate acquisition activities for assets. Includes descriptions of long-term replacement strategies and how long-term renewal and improvement activities are assessed based on the asset's lifecycle.

### Risk Management

While information about the risks and mitigation strategies concerning JAC's assets do not factor directly into the required SGR targets or the scoring used to determine the investment priority of each asset, it is important to understand the implications of each. Table 4.1 shows identified risks and mitigation strategies for maintaining assets should these risks arise.

**Table 4.1: Asset Management Approach: Risk Management Strategy**

Risk	Mitigation Strategy
Loss of significant amounts of federal funds	Decrease dependence on federal funds for capital assets and projects. Cut back on superfluous maintenance and service activities or such activities that cause the budget to become unbalanced. Seek out additional state and local funding sources and/or extend asset ULB thresholds, if possible.
Loss of significant amounts of state/local funding	Decrease dependence on state/local funds for capital assets and projects. Cut back on superfluous maintenance and service activities or such activities that cause the budget to become unbalanced. Seek out additional funding sources and/or extend asset ULB thresholds, if possible.
Parts supply chain disruption	Partner with regional transit agencies and OEMs to retain parts supply chain.
Catastrophic loss of assets due to natural or man-made disasters and hazards	Enact Safety, Security and Emergency Preparedness Plan (SSEPP) and/or Urgent Events policies. Create contacts with regional/partner transit agencies/vendors for provision of reserve facilities and vehicles.
Mission critical component or subcomponent deemed unusable or inoperable	Automatic prioritization of subcomponent, component, or asset to receive rehabilitation or replacement, particularly those identified as having unacceptable safety risk. Funding shall be allocated as soon as practicable toward this end. Use of backup assets as applicable.

## **Maintenance**

The JAC Bus Maintenance Plan details the procedures used by the Fleet Services Division to ensure the highest level of performance of all Carson City buses, equipment and facilities through a high standard of preventive maintenance. Table 4.2 provides a summary of preventive maintenance activities contained within the JAC Bus Maintenance Plan. Per the plan, all vehicles in the fleet are serviced at regular intervals, each service type with a different set of preventive maintenance activities. The bus operators perform daily pre-trip inspections on vehicles that may be placed into service for the day. Staff maintains a bus service intervals master list that specifies inspection intervals for specific vehicle components and subcomponents. There are also various levels of facilities maintenance that include regular walk-throughs and inspections, which are scheduled at less frequent intervals. In addition to these activities, instances of minor unscheduled maintenance needs are addressed prior to escalation to one of the other categories. Any identified conditions that render an asset unsafe or inaccessible shall be addressed with the appropriate level of investment following guidelines of other parts of this section.

**Table 4.2: Asset Management Approach: Maintenance Strategy**

Asset Category	Asset Class	Maintenance Activity	Frequency	Average Duration	Cost
Rolling Stock	BU - Bus	General/operations inspection: to include tire and wheel, engine compartment, vehicle glass, vehicle lighting, vehicle interior environment, interior, brake, steering and suspension, safety items, and wheelchair lift/ramp inspections	Daily (pre-trip)	15 minutes	N/A
Rolling Stock	BU - Bus	Maintenance inspection/service (PM service level "A"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	4,000 mi/45-day	4 hours	Varies
Rolling Stock	BU - Bus	Maintenance inspection/service (PM service level "B"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	12,000 mi/90-day	6 hours	Varies
Rolling Stock	CU - Cutaway	General/operations inspection: to include tire and wheel, engine compartment, vehicle glass, vehicle lighting, vehicle interior environment, interior, brake, steering and suspension, safety items, and wheelchair lift/ramp inspections	Daily (pre-trip)	15 minutes	N/A
Rolling Stock	CU - Cutaway	Maintenance inspection/service (PM service level "A"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	4,000 mi/45-day	2 hours	Varies
Rolling Stock	CU - Cutaway	Maintenance inspection/service (PM service level "B"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	12,000 mi/90-day	5 hours	Varies
Rolling Stock	MV - Minivan	General/operations inspection: to include tire and wheel, engine compartment, vehicle glass, vehicle lighting, vehicle interior environment, interior, brake, steering and suspension, safety items, and wheelchair lift/ramp inspections	Daily (pre-trip)	15 minutes	N/A
Rolling Stock	MV - Minivan	Maintenance inspection/service (PM service level "A"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	4,000 mi/45-day	1 hour	Varies
Rolling Stock	MV - Minivan	Maintenance inspection/service (PM service level "B"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	12,000 mi/90-day	2 hours	Varies
Rolling Stock	BU - Bus	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of vehicle components and sub-components	Annually	6 hours	N/A

**Table 4.2 (continued): Asset Management Approach: Maintenance Strategy**

Asset Category	Asset Class	Maintenance Activity	Frequency	Average Duration	Cost
Rolling Stock	CU - Cutaway	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of vehicle components and sub-components	Annually	5 hours	N/A
Rolling Stock	MV - Minivan	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of vehicle components and sub-components	Annually	2 hours	N/A
Equipment	SV - Sport Utility Vehicle	General/operations inspection: to include tire and wheel, engine compartment, vehicle glass, vehicle lighting, vehicle interior environment, interior, brake, steering and suspension, safety items, and wheelchair lift/ramp inspections	Daily (pre-trip)	15 minutes	N/A
Equipment	SV - Sport Utility Vehicle	Maintenance inspection/service (PM service level "A"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	4,000 mi/45-day	1 hour	Varies
Equipment	SV - Sport Utility Vehicle	Maintenance inspection/service (PM service level "B"): includes activities to be performed while vehicle is in transit (to maintenance bay), while vehicle is in maintenance bay, bicycle rack inspection, electrical, under hood, under bus, chassis/body, and road test	12,000 mi/90-day	2 hours	Varies
Equipment	SV - Sport Utility Vehicle	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of vehicle components and sub-components	Annually	2 hours	N/A
Facilities	Administration	Facility Inspection: Walk-through	Daily	15 minutes	N/A
Facilities	Administration	Facility Inspection: Mission Critical	Annually	2 hours	N/A
Facilities	Administration	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of facility components and sub-components	Annually	4 hours	N/A
Facilities	Maintenance	Facility Inspection: Walk-through	Daily	15 minutes	N/A
Facilities	Maintenance	Facility Inspection: Mission Critical	Monthly	2 hours	N/A
Facilities	Maintenance	State of Good Repair (SGR)/Transit Asset Management (TAM) inspection: to include inspection and documented rating of facility components and sub-components	Annually	4 hours	N/A

## Overhaul

JAC's damaged or non-operational assets and components assets are repaired on an "as needed basis" only. JAC does not overhaul or rehabilitate its assets as a matter of policy, unless additional specific funding is obtained from state or federal sources and a replacement asset item is made available during the time period the disabled asset is unavailable. Such activities may be undertaken if deemed cost or time effective. Otherwise, replacement is sought for assets that have met their ULB or are deemed unsuitable for continued investment. In the event a facility needs to be overhauled or major components need to be replaced, the project is added to the Carson City capital improvement program. If the repair is required for a mission critical item or is needed to keep the building safe and/or operable, a request will be made of the Internal Finance Committee for additional funding, if the scope of the repair is outside of the annual Facilities Maintenance budget.

## Disposal

Once an asset has been scheduled for disposal, staff shall ensure that the procedures followed are compliant with local and federal requirements. The disposal options used vary between vehicle and non-vehicle assets, as described below.

### VEHICLES

Vehicles at the end of their useful lives are retired per one of three options as described below:

- 1) Auction
  - i) Approval from FTA to initiate disposal procedures;
  - ii) Fleet Maintenance staff inspects vehicles and Transit Coordinator or Fleet Maintenance Supervisor completes Vehicles/Equipment Surplus Property form;
  - iii) Vehicles are sent to auction and noticed on City website;
  - iv) Vehicles are sold to highest bidder and Finance Department transfers revenue to Transit Fund;
  - v) Vehicles with a fair market value of more than \$5,000 at the time of disposal are subject to reimbursement to the FTA. A share proportionate to the FTA's participation in the purchase of the asset shall be reimbursed to the FTA, which is typically done through retention of the full sale proceeds of the asset (acquired with grant funds) and using those proceeds to reduce the gross project cost of a future grant. Reimbursement to FTA shall be an amount calculated by multiplying the total aggregate fair market value at the time of disposition, or the net sale proceeds, by the percentage of FTA's participation in the original award, per Circular 5010-1e;
  - vi) Vehicles are marked as disposed in the vehicle inventory and removed from TAM Plan tracking.
- 2) Donation:
  - i) Approval from FTA to initiate disposal procedures;
  - ii) Approval from RTC Board to make vehicles available for donation;
  - iii) Fleet Maintenance staff inspects and prepares vehicles for donation;
  - iv) Vehicles noticed as available on City website and in local newspaper, with available application period;
  - v) Presentation of applications to RTC Board for consideration and award/adoption of authorizing resolution;
  - vi) Written conditions of acceptance provided to winning agency (i.e., removal of vehicle from property, removal of JAC logos, etc.);
  - vii) See step v) from option 1) above;
  - viii) Vehicles are marked as disposed in the vehicle inventory and removed from TAM Plan tracking.

- 3) Placed out to bid:
  - i) Approval from FTA to initiate disposal procedures;
  - ii) Fleet Maintenance staff inspects vehicles and Transit Coordinator or Fleet Maintenance Supervisor completes Vehicles/Equipment Surplus Property form;
  - iii) Vehicles noticed as available on City website, local newspaper, and third party sites as applicable (i.e., eBay), with available response period;
  - iv) Vehicles sold to highest bidder and Finance Department transfers revenue to Transit Fund;
  - v) See step v) from option 1) above;
  - vi) Vehicles are marked as disposed in the vehicle inventory and removed from TAM Plan tracking.

## FACILITIES

Facilities at the end of their useful lives may be repurposed for transfer to another City department or may be demolished to make room for new buildings and/or uses of the property. In either case, the FTA is notified prior to initiation of disposal procedures. Other disposal procedures as required by Circular 5010-1e shall also be followed.

## Acquisition and Renewal

The acquisition options used vary between vehicle and non-vehicle assets, as described below. Staff shall ensure the procedures followed are compliant with local and federal requirements.

## VEHICLES

When a vehicle is approaching the end of its useful life, it will be evaluated for condition, operability, and financial constraints to determine the timeline for replacement. Vehicles with a “high” priority on the investment prioritization list (see Section 6) or that pose an unacceptable safety risk will be prioritized. The current strategy for fixed route bus replacements is to move away from longer vehicles (currently 35-ft long), towards slightly shorter vehicles that are more maneuverable in urban environments. Paratransit vehicle replacement strategies are to maintain a fleet of smaller cutaway buses (21-ft long) and vans that can easily access tight parking areas, and to transition to low or no-emission alternative fuel vehicles, when feasible. A portion of JAC’s fleet can serve as dual-purpose vehicles for both fixed route service and paratransit service (24-ft or 28-ft long buses). The long-term approach for both fixed route and paratransit vehicle types is to ensure flexibility in the fleet by periodically reevaluating and responding to capacity needs, operational needs, emission standards, and fuel sources as well as the demands of the ridership and the community. Overall, the strategy is to maintain vehicles at a high standard to maximize lifespan and exceed the useful life benchmark. The goal for vehicle replacement will be to replace, one paratransit vehicle every year and one fixed route vehicle every other year with additional replacements occurring based on funding availability. Vehicle replacement at this rate will ensure the fleet is meeting performance targets.

## FACILITIES

Facilities approaching the end of their useful lives will be evaluated for condition, operability, and financial constraints to determine the timeline for replacement. The long-term strategy is to maintain existing facilities at a high standard to maximize lifespan and exceed the useful life benchmark. Upgrades to JAC facilities are planned to meet changing security, maintenance, and infrastructure needs of JAC. When a facility needs to be updated, expanded, or relocated, the project is added to the Carson City capital improvement program, and placed out to bid (if selected) using proper procurement methods.

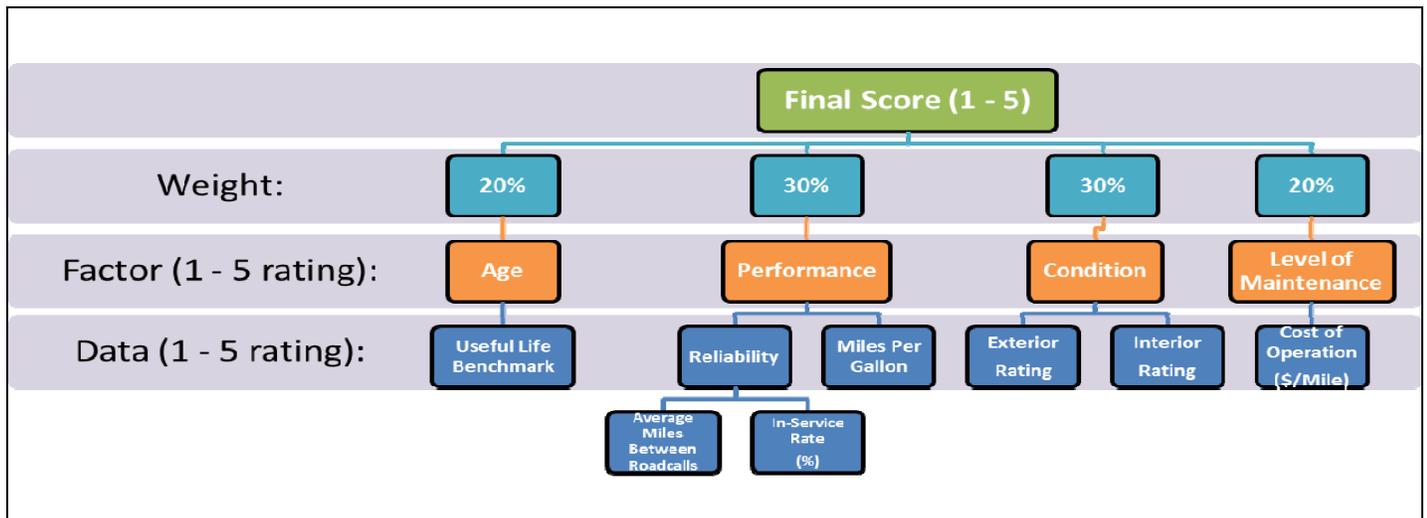
## SECTION 5: DECISION SUPPORT

JAC staff uses several factors in the asset investment decision-making process. Staff has developed separate decision support tools for vehicles and facilities (Figures 5.1 and 5.2), each based on different data sets that are tracked for each asset type. The final score for each asset and each asset type is a single number to allow for comparisons across all asset categories and classes. Beyond this overall asset score, project investment decisions may include consideration of additional factors as appropriate:

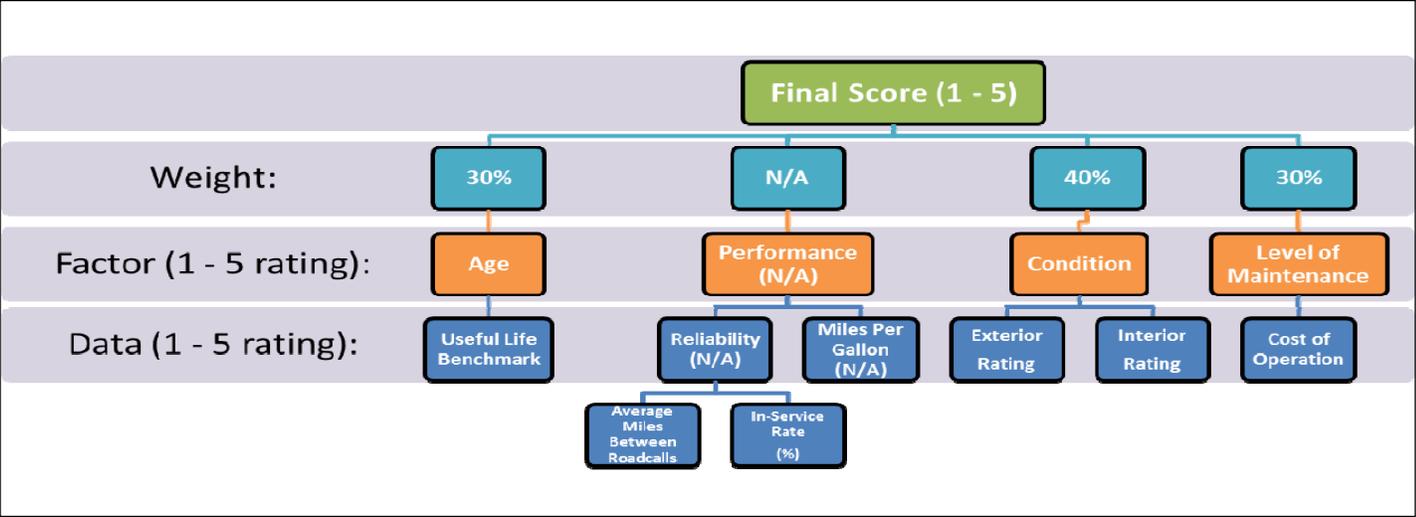
- Funding availability (from all sources reasonably expected to be available during the horizon period)
- Concurrency with SGR performance targets
- Identified unacceptable safety risk
- Projects or programs that take into consideration ADA requirements

The analytical process put into place to support investment decision-making for asset investment uses key factors that are weighted together to create an overall asset score. Each of the factors carries a different weight. The final score, which uses a scale from one to five, is used to create an investment priority list. Information for these factors is pulled from Carson City’s asset management system and physical condition assessments performed by Fleet and Facilities Maintenance staff. Figures 5.1 and 5.2 show the composition of the scoring factors and their weight on the final asset score. The lower the final score the more the asset is in need of replacement. Assets are then assigned an overall investment priority ranking in reverse order of their final scores (the lowest final score receives the highest investment priority ranking, the second lowest final score receives the second highest investment priority ranking, and so on). Additional factors, as described above, are considered as appropriate to assign a tier (high, medium, or low priority) to show projects targeted for investment.

**Figure 5.1:** Vehicle Decision Support Tool: Asset Scoring Factor Weight Relative to Overall Asset Score



**Figure 5.2:** Facilities Decision Support Tool: Asset Scoring Factor Weight Relative to Overall



## SECTION 6: PRIORITIZED LIST of INVESTMENTS

The TAM Plan’s data and analyses culminate in a prioritized list of investments. This list determines which capital investments are needed and helps determine the timeframe for which they are needed in order to maintain assets in a state of good repair. The investment prioritization list contains work plans and schedules of proposed projects and programs that are believed would achieve SGR performance targets, and a ranking of projects and programs based on implementation priority over the TAM Plan horizon period. Each project on the list includes an overall rank, as well as a priority tier expressed as a High, Medium, or Low priority. JAC’s prioritized list of investments for the current horizon period (FFY 2023 – 2026) is shown in Table 6.1.

**Table 6.1: JAC FFY 2023-2026 Prioritized List of Investments**

Investment Priority Tier	Asset Category	Asset Class	Project Description	ID Number	Investment Justification	Eligible for FTA Investment?	Est. Cost	Anticipated Project Year	Condition Rating
Medium	Rolling Stock	Sport Utility Vehicle	Non-Revenue Vehicle Replacement	2233	Exceeded FTA Useful Life	Yes	\$40,000	FY 2023	3.17
High	Rolling Stock	CU - Cutaway	Paratransit Bus Replacement	4238	Exceeded FTA Useful Life; Poor Condition Rating	Yes	\$135,000	FY 2023	2.78
High	Rolling Stock	CU - Cutaway	Paratransit Bus Replacement	4239	Exceeded FTA Useful Life; Poor Condition Rating	Yes	\$135,000	FY 2023	2.72
Medium	Rolling Stock	CU - Cutaway	Paratransit Bus Replacement	4241	Anticipated to Exceed FTA Useful Life	Yes	\$135,000	FY 2025	3.08
Medium	Rolling Stock	CU - Cutaway	Paratransit Bus Replacement	4242	Anticipated to Exceed FTA Useful Life	Yes	\$135,000	FY 2025	3.01
Medium	Rolling Stock	BU - Bus	Fixed Route Bus Replacement	4243	Anticipated to Exceed FTA Useful Life	Yes	\$325,000	FY 2024	3.00
Medium	Rolling Stock	BU - Bus	Fixed Route Bus Replacement	4244	Anticipated to Exceed FTA Useful Life; Poor Condition Rating	Yes	\$325,000	FY 2024	2.91
Medium	Rolling Stock	BU - Bus	Fixed Route Bus Replacement	4245	Anticipated to Exceed FTA Useful Life	Yes	\$325,000	FY 2026	3.10
Low	Rolling Stock	BU - Bus	Fixed Route Bus Replacement	4249	Anticipated to Exceed FTA Useful Life	Yes	\$325,000	FY 2026	3.50
Low	Rolling Stock	BU - Bus	Fixed Route Bus Replacement	4250	Anticipated to Exceed FTA Useful Life	Yes	\$325,000	FY 2026	3.62

## SECTION 7: ANNUAL PERFORMANCE TARGETS & MEASURES

As introduced in Section 1, JAC, in coordination with CAMPO, shall establish annual performance targets for each applicable asset class' performance measure in compliance with TAM regulations. A new set of performance targets shall be developed for each fiscal year and approved by the Accountable Executive and CAMPO. This shall be done within four months of the end of the federal fiscal year.

Performance targets are expressed as a percentage of assets within an asset class that are expected to have met or exceeded its ULB by the end of the fiscal year. As an example, from JAC's SGR performance targets for FFY 2019 (shown in Table 7.1), no more than 29% of the Cutaway Rolling Stock fleet (two of the seven vehicles) should have exceeded their default ULB by the end of the fiscal year.

**Table 7.1: Example JAC Performance Targets for Transit Assets – FFY 2019**

JAC FFY 2019 Performance Targets					
Asset Category	Asset Class	ULB/TERM Default Rating	Number of Assets in Asset Class	# Assets Exceeding ULB/TERM	Performance Target*
Rolling Stock	BU - Bus	14	7	0	0%
	CU - Cutaway	10	7	2	29%
	MV - Minivan	8	1	1	100%
Equipment	SV - Sport Utility Vehicle	8	1	1	100%
Facilities	Administration	3.0	1	0	0%
Facilities	Maintenance	3.0	1	0	0%

\* For Rolling Stock and Equipment, the Performance Target is percentage of vehicles that have met or exceed ULB; for Facilities, the Performance Target is percentage of assets with a condition rating below 3.0 on the FTA TERM scale.

## SECTION 8: RECORDKEEPING & NTD REPORTING

JAC shall maintain all supporting TAM Plan records and documents. JAC shall make TAM Plan records available to the FTA or other entities that may provide funding for JAC. It shall also report, on an annual basis, to the FTA's National Transit Database (NTD):

- Inventory of assets;
- SGR performance targets for the next fiscal year;
- Condition inspection assessments and performance measures of capital assets; and
- An annual narrative that provides a description of any change in the condition of JAC's transit system or operations from the previous year, and a description of the progress made during the reporting year to meet the performance targets set in the previous reporting year.

Per NTD requirements, because JAC's fiscal year ends on June 30<sup>th</sup>, annual TAM data reporting to NTD shall be completed by the last business day of October of each calendar year. If a NTD filing extension is required for any reason, an extension letter must be filed with NTD by October 31<sup>st</sup>.

## **SECTION 9: UPDATES & CONTINUOUS IMPROVEMENT**

The TAM Plan is considered a “living document” that shall be reviewed on an annual basis, updated, and incorporated into JAC’s capital and budget planning and reporting processes, as required. A review and update will also be initiated whenever there is a significant change to JAC staff, assets, maintenance plans, and/or operations. Beginning in 2018, TAM Plan data shall serve as a “baseline” measure of asset performance management. As more data is collected, additional monitoring categories and goals may be added during each four-year update to support condition and reliability-based decision-making. This document shall cover a horizon period of 10/1/2022 to 9/30/2026, commencing with completion of the updated TAM Plan at the start of FFY 2023, and ending four years later with the conclusion of FFY 2026.

## **SECTION 10: CONCLUSION**

Carson City, CAMPO, and JAC, firmly believe that implementing this TAM Plan will allow the transit system to meet its goal of providing safe, efficient, reliable, and accessible public transit to the Carson City area and its residents. Additional system achievements can be expected through diligent use of and adherence to this document, including minimization of safety risks, justification of capital investments, increased system reliability and accessibility, reduction of maintenance costs, and/or increased system performance. In complying with federal requirements and in customizing transit asset management to meet the needs of the transit system, JAC’s overarching goals and objectives shall be upheld.

A formal asset management plan for JAC vehicles, equipment, and facilities is an important step toward ensuring the most efficient utilization of federal and local funds and toward meeting and exceeding agency goals and objectives. Along with this, CAMPO will use this TAM plan as an opportunity to consider new agency goals and objectives such as creating a sustainable transit system for Carson City with reduced emissions where feasible.

# Appendix A – Condition Assessment Procedures: Vehicle Fleet

## Background

This section contains information for Carson City Fleet Maintenance Technicians to be able to rate the condition of JAC’s rolling stock (revenue vehicles) and non-revenue service vehicle assets in a uniform fashion. Condition assessments shall be conducted through inspection and assignment of a rating for vehicle assets using FTA’s Transit Economic Requirements Model (TERM) scale. Inspection procedures shall be followed in order to maintain compliance with FTA’s TAM Plan regulations. Vehicle assessments are used to help determine replacement schedules and to support decision-making regarding maintenance practices. These condition ratings also factor into the greater TAM Plan’s decision support which aides in maximizing the performance and life cycle of JAC’s assets.

## Inventory Determination & Inspection Standards

Consistent with federal TAM Plan requirements, JAC shall gather condition assessment data on both rolling stock and equipment (non-revenue service vehicles) asset categories. The current fleet has three classes of rolling stock—bus, cutaway bus, and minivan—and one class of non-revenue service vehicle equipment—sport utility vehicle. A detailed list of this inventory is included in Section 2 of this Plan.

The FTA TERM asset condition rating scale is based on how close a rolling stock or equipment asset or component is to replacement or major overhaul. This is determined through a physical inspection and assessment. Rolling stock and vehicle equipment assets with a rating of 2.5 or higher (3.0 or higher for non-vehicle equipment and facilities assets) are considered to be in a State of Good Repair. The table below shows the FTA TERM rating scale used by Carson City Fleet Maintenance staff in their scoring of JAC’s vehicle assets.

FTA TERM Rating Scale		
Condition	Rating	Description
Excellent	5.0 to 4.8	New asset; no visible defects.
Good	4.7 to 4.0	Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s)
Adequate	3.9 to 3.0	Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s).
Marginal	2.9 to 2.0	Asset just reaching or just past the end of its useful life; increasing number of defective or deteriorated component(s) and increasing maintenance needs.
Poor	1.9 to 1.0	Asset is past its useful life and is in need of immediate repair or replacement; may have critically damaged component(s).

In addition to assigning a numerical grade from the FTA TERM Rating Scale to each major component/sub-component, the inspector shall include written notation of the condition assessment in the notes section of the Vehicle Condition Assessment Inspection form (see example below).

## Inspection Procedures

The condition assessment's primary purpose is to assess the overall physical condition of vehicles to support operational and capital investment decisions. It is mandatory that inspectors document and immediately report any critical defects that may constitute a safety concern, potential service delay, or barrier to accessibility. The vehicle will be taken out of service until the issue has been resolved. The inspection must be conducted by at least one Fleet Maintenance Technician, and may include the Fleet Maintenance Supervisor, Transportation Manager, Transit Coordinator, and/or General Manager (or Operations Manager) of the contract operator. The inspector(s) shall complete the following steps and provide a copy of the Vehicle Condition Assessment Inspection form for each rolling stock and vehicle equipment asset to the Fleet Maintenance Supervisor and Transit Coordinator.

- The inspection should take place within one workday or an eight hour period. It should take no longer than eight hours to complete the assessment for a given asset, and the process should not be interrupted.
- Inspection reports shall be completed between the months of April and July of each year in advance of the due date for the required annual performance targets.
- Inspections shall be performed during each asset's regularly scheduled preventive maintenance service.
- Confirm the inspection date and start time—the Fleet Maintenance Supervisor, Inspector(s)/Fleet Maintenance Technician(s), and Transit Coordinator shall agree on an appropriate time and date for each inspection.
- Once the vehicle and inspector(s) are at the inspection location, the inspector shall complete the first section of the Vehicle Condition Assessment Inspection form (date, location, inspector name, etc.), and review the inspection procedure and instructions.
- Inspector(s) perform the inspection by physically evaluating the condition of each major component and sub-component of the vehicle, as listed in the Vehicle Condition Assessment Inspection form. He/she/they shall assign a condition rating score, as appropriate, using the FTA TERM rating scale provided above. The score of each main component shall be documented in the appropriate "Condition Rating Score" box. This is calculated by averaging the scores for all sub-components of the associated main component. At the end of the inspection, a final condition rating score shall be assigned to the asset using the average of the scores of each main component.
- Each inspector shall sign and date the bottom portion of the inspection form, and deliver the form to the Fleet Maintenance Supervisor. The Fleet Maintenance Supervisor will then report this information to the Transportation Manager and Transit Coordinator. This information will be filed and used for NTD reporting and performance target setting purposes.

## TAM PLAN: Vehicle Condition Assessment Inspection Form

<b>Inspection Date:</b>
<b>Inspector(s) Name(s):</b>
<b>Vehicle Type:</b>
<b>Vehicle Number:</b>
<b>Vehicle Make/Model/Year:</b>
<b>Operating Division:</b>
<b>Notes:</b> _____
_____
_____
_____
_____
_____

Revenue and Non-Revenue Service Vehicle Condition Inspection Assessment				
Main Component	ID	Sub-Component	Asset Qty.	Condition Rating Score
Engine	A.		1	
	A.1	Compression or Cylinder Balance Test		
	A.2	Oil Usage/Levels		
	A.3	Noises		
	A.4	Coolant Level (Leaks)		
	A.5	Radiator (Leaks)		
	A.6	Air Filter		
	A.7	Engine Mounts/Brackets/Hardware (Condition)		
	A.8	Belts and Pulleys		
	A.9	Starter (Connections/Mounts)		
	A.10	Hoses, Tubes, Lines (Leaks)		
A.11	Cat/Exhaust System (Pipes/Clamps)			
Drivetrain	B.		1	
	B.1	Transmission Fluid (Levels/Use)		
	B.2	Rear End Fluid Levels/Use		
	B.3	Shift Quality (Noises)		
	B.4	Reverse/Backup Alarm		
	B.5	Universal Joint/Driveshaft (Tension)		

**Revenue and Non-Revenue Service Vehicle Condition Inspection Assessment**

Main Component	ID	Sub-Component	Asset Qty.	Condition Rating Score
Electrical	C.		1	
	C.1	Exterior Lighting		
	C.2	Interior Lighting		
	C.3	Dash Gauges (Function)		
	C.4	Wiring Condition		
	C.5	Destination Sign		
	C.6	Camera System		
	C.7	AVL Function		
	C.8	Battery Condition		
	C.9	Battery Voltage/Function		
	C.10	Generator (Connections/Mounts)		
	C.11	Radio and Antenna (Function)		
	C.12	Starter (Connections/Mounts)		
Suspension / Steering	D.		1	
	D.1	Steering System (Play/Leaks/Wear)		
	D.2	Springs (Condition/Function)		
	D.3	Shocks (Condition/Function)		
	D.4	Struts (Condition/Function)		
	D.5	Suspension Bellow(s) (Function)		
	D.6	Suspension Leveling Valve(s) (Function)		
	D.7	Bushings/Mounts (Wear/Condition)		
	D.8	Tie Rod Ends (Wear/Condition)		
D.9	Steering Box (Fluid Level)			
Brakes / Tires / Wheels	E.		1	
	E.1	Tire Condition/Tread Depth		
	E.2	Lug Nuts (Tighten)		
	E.3	Axle Nuts (Tighten)		
	E.4	Brake/Shift Interlock (Function)		
	E.5	Emergency Brake (Function)		
	E.6	Brake Drums/Disks/Pads Lining (Condition/Wear)		
	E.7	Brake Fluid Levels/Use		
	E.8	Brake Hoses/Lines/Cables (Condition)		
	E.9	Brake Interlock (Air Leaks)		
	E.10	Front Hub Oil (If Applicable)		
	E.11	Brake Chamber (Function)		
	E.12	Air Brake Compressor (Function)		
	E.13	Air Brake Tank (Function)		
	E.14	Air Brake Lines (Leaks/Function)		
E.15	Air Dryer (Leaks/Function)			

Revenue and Non-Revenue Service Vehicle Condition Inspection Assessment				
Main Component	ID	Sub-Component	Asset Qty.	Condition Rating Score
HVAC	F.		1	
	F.1	A/C Function		
	F.2	Heater Function		
Frame / Structure	G.			
	G.1	Frame (Rust/Cracks/Condition)		
	G.2	King Pin (Condition/Wear)		
	G.3	Subframe (Condition)		
Body: Interior	H.		1	
	H.1	Seats (Condition/Loose)		
	H.2	Grab Rail(s) (Condition/Loose)		
	H.3	Panels/Trim (Condition/Loose)		
	H.4	Doors (Operation)		
	H.5	Driver Seatbelt (Condition)		
	H.6	Driver Seat Mount (Condition)		
	H.7	Rubber Passenger Floor (Condition)		
	H.8	Passenger Seats (Condition)		
	H.9	Stanchion(s) (Condition/Loose)		
	H.10	Gear Shift Selector (Function)		
Body: Exterior	I.		2	
	I.1	Window Glass		
	I.2	Body Panels (Condition/Dents/Rust)		
	I.3	Bumpers and Trim (Damaged/Loose)		
	I.4	Mirrors		
	I.5	Windshield Wipers (Function)		
	I.6	Reflectors		
	I.7	Body Damage		
	I.8	Passenger Bike Rack (Function/Condition)		
	I.9	Door Rubber Seal (Condition)		
	I.10	Window Rubber Seal (Condition)		
ADA Features	J.		1	
	J.1	Wheelchair Lift/Ramp (Function/Condition)		
	J.2	Kneeler (Function)		
	J.3	Passenger Cord/Bell (Function)		
	J.4	Stop Announcement Speaker (Function)		
	J.5	Stop Announcement Display (Function)		
	J.6	Wheelchair Restraint System (Condition/Function)		
Safety Systems	K.		1	
	K.1	Horn (Function)		
	K.2	Backup Alarm (Function)		
	K.3	Windshield Washer (Fluid Level/Function)		
	K.4	Fire Suppression System		
	K.5	Roof Hatch/Emergency Exit		
	K.6	Emergency Exit Window Release Latch (Function)		
<b>Total Vehicle Score (Average of All Main Component Scores)</b>			<b>1</b>	

**Inspection Certification**

By signing below, I confirm to the best of my ability, that the information presented in this document is true and based on factual information and assessment:

**Inspector:**

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Name (print) Signature Date

**Certification: Carson City Public Works Fleet Maintenance Supervisor**

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Name (print) Signature Date

# Appendix B – Condition Assessment Procedures: Facilities

## Background

This section contains information for Carson City Facilities Maintenance staff to be able to rate the condition of JAC’s facilities assets in a uniform fashion. Condition assessments shall be conducted through inspection and assignment of a rating for facilities assets using FTA’s Transit Economic Requirements Model (TERM) scale. Inspection procedures shall be followed in order to maintain compliance with FTA’s TAM Plan regulations. Facilities assessments are used to help determine replacement schedules and to support decision-making regarding maintenance practices. These condition ratings also factor into the greater TAM Plan’s decision support which aides in maximizing the performance and life cycle of CAMPO’s assets.

## Inventory Determination & Inspection Standards

Consistent with federal TAM Plan requirements, CAMPO shall gather condition assessment data on facilities asset categories. Currently, JAC has two classes of facilities—maintenance and administration. A detailed list of this inventory is included in Section 2 of this Plan. The FTA TERM asset condition rating scale is based on how close a facilities asset or component is to replacement or major overhaul. This is determined through a physical inspection and assessment. Facility (and non-vehicle equipment) assets with a rating of 3.0 or higher (2.5 or higher for Rolling stock and vehicle equipment assets) are considered to be in a State of Good Repair. The table below shows the FTA TERM rating scale ultimately used by JAC in scoring its facility assets.

FTA TERM Rating Scale		
Condition	Rating	Description
Excellent	5.0 to 4.8	New asset; no visible defects.
Good	4.7 to 4.0	Asset showing minimal signs of wear; some (slightly) defective or deteriorated component(s)
Adequate	3.9 to 3.0	Asset has reached its mid-life (condition 3.5); some moderately defective or deteriorated component(s).
Marginal	2.9 to 2.0	Asset just reaching or just past the end of its useful life; increasing number of defective or deteriorated component(s) and increasing maintenance needs.
Poor	1.9 to 1.0	Asset is past its useful life and is in need of immediate repair or replacement; may have critically damaged component(s).

Carson City Facilities Maintenance Division staff regularly inspects each of JAC’s facility assets. Smartsheet software is used during each facility’s condition assessment inspection to record information into the program’s database. The program allows for customization and storage of data fields, written documentation, and photo uploads. In addition to regular documented inspections, Facilities Maintenance staff makes regular visits to each of the City’s facilities, and makes notes about anything that appears to be out of the ordinary. The rating scale used for facility condition assessments, per the Smartsheet Survey, is shown in the table below. Because the Carson City Facilities Maintenance Division staff uses an asset rating scale that is essentially the inverse of the TERM scale, staff ratings are converted by the Transit Coordinator to the appropriate TERM rating value.

<b>Facility Condition Assessment Inspection/Smartsheet Survey Rating Scale</b> (priority ranking on a scale from 1-5 with 1 as the lowest and 5 as the highest priority)	
	<b>Description</b>
<b>Priority 1</b>	Enhancements - The items are aesthetic in nature. Typical enhancement items include repainting, improved signage, re-carpeting or other items that provide enhanced facility environs.
<b>Priority 2</b>	Recommended - Conditions that include items that represent a sensible improvement. Items in this category include conditions requiring appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.
<b>Priority 3</b>	Necessary - Conditions that require appropriate action to prevent deterioration if deferred further. Items are to be addressed by a planned routine maintenance or be part of a documented preventive maintenance program in an effort to meet or exceed the expected useful estimate. Items in this category, if not maintained, will reach end of useful life on an accelerated basis. Replace items that will reach or exceed their useful service life.
<b>Priority 4</b>	Indirect Impact on Facility Mission - Conditions that, if not corrected expeditiously, will become critical within one year are to be addressed for replacement, maintenance or repair on a near term horizon.
<b>Priority 5</b>	Critical - Requires immediate attention to correct cited safety and/or code hazard, stop accelerated deterioration, or return equipment or systems to operation. Priority 5 items are to be addressed on an immediate or short term time horizon.

In addition to assigning a numerical grade from the FTA TERM Rating Scale to each major component/sub-component, the inspector shall include written notation of the condition assessment in the notes section of the Facility Condition Assessment Inspection/Smartsheet Survey (see example below).

## Inspection Procedures

The condition assessment's primary purpose is to assess the overall physical condition of facilities to support operational and capital investment decisions. It is mandatory that inspectors document and immediately report any critical defects that may constitute a safety concern, potential service delay, or barrier to accessibility. The issue shall be reported immediately to the Facilities Maintenance Supervisor and repaired or resolved per the timeline described in the Smartsheet Priority Ranking scale above. The inspection must be conducted by at least one Skilled Trades Technician, and may include the Facilities Maintenance Supervisor, Transportation Manager, Transit Coordinator, and/or General Manager (or Operations Manager) of the contract operator. The inspector(s) shall complete the following steps and provide a copy of the Smartsheet Survey (can be done electronically) form for each facilities asset to the Facilities Maintenance Supervisor and Transit Coordinator.

- The inspection should take place within one workday or an eight hour period. It should take no longer than eight hours to complete the assessment for a given asset, and the process should not be interrupted.
- Inspection reports shall be completed between the months of April and July of each year in advance of the due date for the required annual performance targets.
- Inspections shall be performed during each asset's regularly scheduled inspection, if possible.
- Confirm the inspection date and start time—the Facilities Maintenance Supervisor, Inspector(s)/Skilled Trades Technician(s), and Transit Coordinator shall agree on an appropriate time and date for each inspection.
- Once the inspector(s) are at the facility to be inspected, the inspector(s) shall login to the Smartsheet Survey for that facility, which will automatically track date, location, inspector name, etc. Inspector(s) shall also review the inspection procedure and instructions.
- Inspector(s) perform the inspection by physically evaluating the condition of each major component and sub-component of the facility, as listed in the associated Smartsheet Survey form. He/she/they shall assign a condition rating score, as appropriate, using the rating scale provided above. The Transit Coordinator will later adjust the scores to match the appropriate FTA TERM scale score. This final condition rating score shall be used in updates to the TAM Plan and in future evaluations of funding/project needs.
- Inspector(s) shall make the Facilities Maintenance Supervisor aware of the availability of the updated Smartsheet Survey form. The Facilities Maintenance Supervisor will then report this information to the Transportation Manager and Transit Coordinator. This information will be filed and used for NTD reporting and performance target setting purposes.

## Facility Condition Assessment Inspection/Smartsheet Survey Form: Fleet Maintenance Facility

Facility Condition Survey	Type	Quantity	Model	Serial Number	Estimated Remaining Useful Life	Ranking	Action*	\$ Immediate Needs**	\$ Capital Reserves**	Notes
<b>Fleet Services - 3303 Burt Way, Bldg #2</b>										
<b>SITE IMPROVEMENTS</b>										
Storm Drain System										
Parking, Pavement, Curbs & Gutters										
Side walks										
Utilities										
Landscaping										
Site Lighting										
Site & Building Signage										
<b>STRUCTURAL SYSTEMS AND BUILDING ENVELOPE</b>										
Foundations										
Structural System including Floors										
Exterior Walls, Patch & Paint										
Windows & Frames										
Exterior Doors & Frames										
Stairs (Interior & Exterior)										
Balconies & Upper Floor Walkways										
Roof Coverings										
Roof Drainage										
<b>MECHANICAL ELECTRICAL &amp; PLUMBING SYSTEMS</b>										
HVAC										
MAU1										
MAU2										
AC1										
Electrical										
Emergency Generator										
Hot & Cold Water Distribution System										
Water Heaters										
Gas Distribution System										
<b>VERTICAL TRANSPORTATION CONVEYING SYSTEMS</b>										
Elevators										
<b>FIRE/LIFE SAFETY</b>										
Fire Suppression Systems										
Security Alarm Systems										
<b>INTERIOR ELEMENTS</b>										
Common Area Walls										
Common Area Floors										
Common Area Ceilings										
Warehouse Area Walls										
Warehouse Area Floors										
Warehouse Area Ceilings										
Interior Doors & Frames										
<b>"BARRIER FREE" ACCESSIBILITY (ADA)</b>										
Parking, Signage, Ramps										
Common Area Accessibility										
Restroom Accessibility										
<b>OTHER</b>										
* Action:	MM = Normal Maintenance	IR = Immediate Repair/Immediate Replacement	RR = Replacement Reserves	NA = Not Applicable						
** All costs are estimated										

# TAM PLAN: Facility Condition Assessment Inspection/Smartsheet Survey Form: JAC Administrative Office and Bus Yard

Facility Condition Survey	Type	Quantity	Model	Serial Number	Estimated Remaining Useful Life	Ranking	Action*	\$ Immediate Needs**	\$ Capital Reserves**	Notes
<b>JAC Office Facilities - 3770 Butte Way</b>										
<b>SITE IMPROVEMENTS</b>										
Storm Drain System										
Parking, Pavement, Curbs & Gutters										
Sidewalks										
Utilities										
Landscaping										
Site Lighting										
Site & Building Signage										
<b>STRUCTURAL SYSTEMS AND BUILDING ENVELOPE</b>										
Foundations										
Structural System Including Floors										
Exterior Walls, Patch & Paint										
Windows & Frames										
Exterior Doors & Frames										
Stairs (Interior & Exterior)										
Balconies & Upper Floor Walkways										
Roof Coverings										
Roof Drainage										
<b>MECHANICAL, ELECTRICAL &amp; PLUMBING SYSTEMS</b>										
HVAC										
Electrical										
Emergency Generator										
Hot & Cold Water Distribution System										
Water Heaters										
Gas Distribution System										
<b>VERTICAL TRANSPORTATION CONVEYING SYSTEMS</b>										
Elevators										
<b>FIRE/LIFE SAFETY</b>										
Fire Suppression Systems										
Security Alarm Systems										
<b>INTERIOR ELEMENTS</b>										
Common Area Walls										
Common Area Floors										
Common Area Ceilings										
Warehouse Area Walls										
Warehouse Area Floors										
Warehouse Area Ceilings										
Interior Doors & Frames										
<b>"BARRIER FREE" ACCESSIBILITY (ADA)</b>										
Parking, Signage, Ramps										
Common Area Accessibility										
Restroom Accessibility										
<b>OTHER</b>										
* Action:										
** All costs are estimated										

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** August 10, 2022  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** August 16, 2022  
**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 August 2022**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	95	232
Pot Holes Repaired	0	0

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	36	37
Tree Removal	2	2
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	1629	4,570

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	36	66
Curb & Gutter (linear feet)	205	396
Sidewalk & Flat Work (sq/ft)	1,248	2,170
Wheel Chair Ramps	0	0
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	460
Shoulder Work on Asphalt Roads (feet)	0	0
Debris Cleaned	0	0

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	800	860
Lineal foot of ditch cleared	315	704
Pipe Hydro Flushed (linear feet)	0	0

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	811	1,275
Material Picked Up (yards)	218	366
City Parking Lots Swept	8	10

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	19	49

Bins Hauled for Sweeping Operation (yards)	11	41
Equipment Transported for other Departments	0	0

**Banner and Decorations Activities**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	8
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

**Signs and Markings**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	6	42
Signs Replaced	2	38
Sign Post Replaced	2	12
Signs Refurbished/Replaced due to Graffiti Damage	0	2
Delineators Replaced	5	8
Cross Walks Painted	87	113
Stop Bars Painted	57	87
Yield Bars Painted	51	59
Right Arrows Painted	4	12
Left Arrows Painted	19	45
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	20	36
Curb Painted (linear feet)	0	0

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	0
Material removed from S/D system	0	0
Wind	0	0