



NOTICE OF MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

Day: Wednesday
Date: September 13, 2023
Time: 4:30 pm
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 CAMPO meeting at 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. 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 – Carson Area Metropolitan Planning Organization (CAMPO)

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 – July 12, 2023

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding Contract No. 23300352 (“Contract”) for Parametrix, Inc. (“Parametrix”) to perform the U.S. 50 East Carson Complete Streets Study (“Study”) for a total not to exceed amount of \$148,216.81 to complete Phase 1 of the Study, plus an option for the Carson Area Metropolitan Planning Organization (“CAMPO”) to authorize Parametrix to perform Phase 2 of the Study for an additional \$177,422.21, which, if exercised, would result in a total Contract not to exceed amount of \$325,639.02.

Staff Summary: The Study will identify, evaluate, and recommend potential safety and multimodal transportation improvements along U.S. Highway 50 in east Carson City between Interstate 580 and Highlands Drive. The proposed Contract is for the completion of the Study in two phases. Phase 1 of the Study will cost \$148,216.81, and the Contract includes an option that CAMPO can exercise for Parametrix to complete Phase 2 for a total of \$177,422.21. Funding for Phase 2 of the Study has not yet been secured, but staff are awaiting a decision on CAMPO’s application to the Nevada Department of Transportation (“NDOT”) for Transportation Alternatives Set-Aside Program (“TAP”) Grant funds for Phase 2 of the Study.

5-B For Discussion Only – Discussion and presentation regarding the Carson Area Metropolitan Planning Organization’s (“CAMPO”) activities during Fiscal Year (“FY”) 2023.

Staff Summary: FY 2023 ended on June 30, 2023. Staff will present a summary of CAMPO planning activities and accomplishments during FY 2023.

6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to CAMPO
- Additional status reports and comments from CAMPO
- 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

****PUBLIC COMMENT LIMITATIONS –** The CAMPO 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, or by

phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

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 CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at 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 and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Development Permit Center, 108 East Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Lyon County Utilities, 34 Lakes Blvd, Dayton

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

www.carson.org/agendas

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A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, July 12, 2023, in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chairperson Gregory Novak
Member Robert “Jim” Dodson
Member Jon Erb
Member Wes Henderson
Member Lucia Maloney
Member Lisa Schuette
Ex-Officio Member Sondra Rosenberg

STAFF: Darren Schulz, Public Works Director
Chris Martinovich, Transportation Manager
Adam Tully, Deputy District Attorney
Kelly Norman, Senior Transportation Planner
Bryan Byrne, Transportation Engineer
Rebecca Bustos, Grant Analyst
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the CAMPO’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 minutes are posted on <https://www.carson.org/minutes>.

1. CALL TO ORDER – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

(4:30:39) – Chairperson Bagwell called the meeting to order at 4:30 p.m.

2. ROLL CALL

(4:30:42) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:31:20) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – MAY 10, 2023

(4:31:56) – Chairperson Bagwell introduced the item and entertained corrections, comments, or a motion.

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(4:32:02) – Vice Chair Novak moved to approve the minutes of the CAMPO May 10, 2023 meeting as presented. The motion was seconded by Member Schuette and carried 7-0-0.

5. PUBLIC MEETING ITEM(S):

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON AREA TRANSPORTATION SYSTEM MANAGEMENT PLAN (“CATSMP”) FINAL REPORT, INCLUDING POTENTIAL APPROVAL OF THE CATSMP FINAL REPORT.

(4:32:28) – Chairperson Bagwell introduced the item. Member 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 gave background and reviewed the Carson Area Transportation System Management Plan Goals and Objectives, incorporated into the record, and introduced the Kimley-Horn and Associates representatives Molly O’Brien and Anabel Hernandez.

(4:38:11) – Ms. O’Brien continued presenting the Management Plan (incorporated into the record) Major Project Tasks and noted that the last task, Traffic Signal System Optimization, had been rescoped for additional performance measures and benchmarks as a result of the Technical Advisory Committee meetings. She also reviewed the Final Report which included Stakeholder Engagement, Existing Conditions, Self-Assessment Workshop, Life-Cycle Costing, Performance Measures and Benchmarks, and Recommendations. Ms. O’Brien noted the coordinated and uncoordinated Corridor Redefinitions, and highlighted Pages 12-17 of the Report: Travel Time Index by Corridor (Peak Filtered), Performance Benchmarking, Signal Retiming Implementation Plan Options, Recommendations (partial list), and Next Steps. Ms. O’Brien and Ms. Hernandez also responded to member questions.

(4:52:01) – Member Schuette was informed that the recommendation for consistent language was to streamline the many agreements with different terms between the Nevada Department of Transportation (NDOT) and CAMPO for the maintenance of traffic signals. Vice Chair Novak wished to understand why some of the corridors were coordinated and some were not. Mr. Martinovich explained that many signals were independent due to today’s infrastructure issues. Chairperson Bagwell was informed that addressing final comments had been incorporated into the project cost. Ms. O’Brien clarified that the staffing recommendations were derived from the Federal Highway Administration’s best practices. There were no public comments.

(5:12:08) – Member Maloney moved to approve the Carson Area Transportation System Management Plan as discussed on the record. The motion was seconded by Member Henderson and carried 7-0-0.

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5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING RATIFICATION OF A SECOND AMENDMENT (“AMENDMENT 2”) TO COOPERATIVE AGREEMENT NO. P301-19-804 (“AGREEMENT”) WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) TO FUND THE CARSON AREA TRANSPORTATION SYSTEM MANAGEMENT PLAN (“CATSMP”), WITH AMENDMENT 2 CHANGING THE AGREEMENT END DATE FROM JUNE 30, 2023, TO SEPTEMBER 30, 2023.

(5:12:48) – Chairperson Bagwell introduced the item. Member 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. Chairperson Bagwell entertained member comments. Member Maloney inquired about Phase 3 (Signal System Optimization/Implementation) on packet page 95. Mr. Martinovich clarified that Phase 3 was “redone from the original scope.” He also noted that addressing Members’ comments and correcting the typographical errors and technical edits would still allow more than enough time to meet the September 30, 2023 end date. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

(5:15:58) – Vice Chair Novak moved to ratify Amendment 2, as presented. The motion was seconded by Member Dodson and carried 7-0-0.

5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) PUBLIC PARTICIPATION PLAN (“PPP”), INCLUDING POTENTIAL APPROVAL OF AN UPDATED PPP.

(5:16:16) – Chairperson Bagwell introduced the item. Ms. Norman presented the Draft Public Participation Plan, incorporated into the record, and reviewed the Public Participation Survey methodology and responses (also incorporated into the record) and responded to clarifying questions. Chairperson Bagwell recommended identifying the types of respondents to see if CAMPO is reaching specific groups versus individual respondents. Vice Chair Novak called it “a good plan and a good report.” There were no public comments; therefore, Chairperson Bagwell entertained a motion.

(5:31:35) – Member Henderson moved to approve the Public Participation Plan, as presented. The motion was seconded by Member Schuette and carried 7-0-0.

5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING FORMAL AMENDMENT 23-03 TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION’S (“CAMPO”) FEDERAL FISCAL YEAR (“FFY”) 2023-2026 TRANSPORTATION IMPROVEMENT PROGRAM (“TIP”) TO ADD TWO NEW PROJECTS AND TO REVISE SCOPE, LIMITS, AND FUNDING ACROSS MULTIPLE PROJECTS.

(5:32:00) – Chairperson Bagwell introduced the item. Ms. Norman gave background and reviewed the proposed amendments outlined in the Staff Report. Chair Bagwell reminded the Board that the Project List introduced into the record as late material is the one to be acted upon, adding that the corrections in

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red and the summary of all the projects will be reflected (and changed as necessary) throughout the document. She also entertained public comments and when none were forthcoming, a motion.

(5:35:25) – Member Maloney moved to formally amend CAMPO’s Federal Fiscal Year 2023-2026 Transportation Improvement Program, as updated with late material and needed amendments from the late material. The motion was seconded by Vice Chair Novak and carried 7-0-0.

5-E FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING DOUGLAS COUNTY’S APPLICATION FOR THE DISTRIBUTION OF \$85,000 IN AVAILABLE FEDERAL TRANSIT ADMINISTRATION (“FTA”) SECTION 5339(A) PROGRAM FUNDS TO PURCHASE AN AMERICANS WITH DISABILITIES ACT (“ADA”) ACCESSIBLE TRANSPORT VAN FOR THE DOUGLAS AREA RURAL TRANSIT (“DART”) PROGRAM.

(5:36:02) – Chairperson Bagwell introduced the item. Ms. Norman presented the Staff Report and supporting documentation which are incorporated into the record. Member Erb praised the Douglas County Community Service Division for their support of the disabled and elderly community members. There were no public comments and Chairperson Bagwell entertained a motion.

(5:38:34) – Member Erb moved to award Douglas County \$85,000 from the FFY 2022 & 2023 FTA 5339(a) funds for use to purchase an ADA-accessible transport van for the DART program. The motion was seconded by Member Dodson and carried 7-0-0.

5-F FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) APPROVAL OF A TRANSIT ELECTRIFICATION GRANT PROGRAM AGREEMENT (“AGREEMENT”) WITH THE SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY (“NV ENERGY”) TO PROVIDE THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION A TOTAL OF \$225,000, WITH NO LOCAL MATCH REQUIREMENT, TO COMPLETE A ZERO-EMISSION TRANSITION PLAN (“PLAN”) EVALUATING OPPORTUNITIES AND CONSTRAINTS FOR FUTURE LOW- OR NO-EMISSION TRANSIT VEHICLE AND INFRASTRUCTURE PROJECTS; AND (2) AUTHORIZATION FOR THE TRANSPORTATION MANAGER TO EXECUTE THE AGREEMENT AS WELL AS ANY FUTURE AMENDMENTS TO THE AGREEMENT REGARDING EXTENSIONS OF TIME OR CHANGES IN FUNDING AMOUNTS NOT EXCEEDING 10% OF THE PRESENT AMOUNT.

(5:39:08) – Chairperson Bagwell introduced the item. Member 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 presented the Staff Report and accompanying documentation. He also responded to clarifying questions noting the plans to coordinate with the Carson City School District as well. Vice Chair Novak indicated that he had watched the NDOT electric vehicle briefing and confirmed that the report contained no conflicts with the State. Member Maloney was informed that Staff time was eligible for grant funding. Chairperson Bagwell clarified that the document served as a planning

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document to help prepare Carson City for the future. There were no public comments. Chair Bagwell entertained a motion.

(5:43:43) – Member Dodson moved to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement and future amendments regarding extensions of time and changes in funding not exceeding 10 percent of the present amount. The motion was seconded by Vice Chair Novak and carried 7-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(5:46:20) – Mr. Martinovich indicated that the Transit Coordinator and Transportation Planner/Analyst positions were still open. He stated that not many applicants had come forward and offers were turned down. Mr. Martinovich announced the promotion of Ms. Norman to Senior Transportation Planner. He also updated the Board on the Local Road Safety Plan on which Staff were working with NDOT and Kimley-Horn and Associates, along with other partner agencies. Mr. Martinovich noted that they had not yet heard from NDOT on the status of the Transportation Alternatives Plan (TAP) application.

6-B OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO CAMPO**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM CAMPO**

(5:48:01) – Vice Chair Novak inquired about the Highway 395 Corridor Study update from NDOT. He also announced that the Annual Tahoe Summit coincided with the upcoming CAMPO meeting and Mr. Martinovich indicated that no items were planned for the upcoming August 2023 CAMPO meeting. Member Maloney thanked Member Henderson for the Motorcycle Safety Month game recommendation to spot motorcycles on the road.

- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

7. PUBLIC COMMENT

(5:49:52) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:49:58) – Chairperson Bagwell adjourned the meeting at 5:49 p.m.

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The Minutes of the July 12, 2023, Carson Area Metropolitan Planning Organization meeting are so approved on this 13th day of September, 2023.



STAFF REPORT

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

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 23300352 (“Contract”) for Parametrix, Inc. (“Parametrix”) to perform the U.S. 50 East Carson Complete Streets Study (“Study”) for a total not to exceed amount of \$148,216.81 to complete Phase 1 of the Study, plus an option for the Carson Area Metropolitan Planning Organization (“CAMPO”) to authorize Parametrix to perform Phase 2 of the Study for an additional \$177,422.21, which, if exercised, would result in a total Contract not to exceed amount of \$325,639.02.

Staff Summary: The Study will identify, evaluate, and recommend potential safety and multimodal transportation improvements along U.S. Highway 50 in east Carson City between Interstate 580 and Highlands Drive. The proposed Contract is for the completion of the Study in two phases. Phase 1 of the Study will cost \$148,216.81, and the Contract includes an option that CAMPO can exercise for Parametrix to complete Phase 2 for a total of \$177,422.21. Funding for Phase 2 of the Study has not yet been secured, but staff are awaiting a decision on CAMPO’s application to the Nevada Department of Transportation (“NDOT”) for Transportation Alternatives Set-Aside Program (“TAP”) Grant funds for Phase 2 of the Study.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to approve the Contract, as presented.

Background/Issues & Analysis

The Study was identified as a task in CAMPO’s Fiscal Year (“FY”) 2023-2024 Unified Planning Work Program (“UPWP”). The results of this Study will be used to identify and inform the design and construction of future corridor projects intended to improve safety for all transportation mode users. The Study is anticipated to be completed in two phases to align with available funding. Phase 1, funded through a cooperative agreement with NDOT, will focus on basic safety and traffic operations. Phase 2, for which funding has been sought but not yet secured, will include pedestrian, bicyclist, cultural, historic, landscape, aesthetic, freight, and environmental considerations, and will be funded through a separate agreement.

To support the completion of the Study, CAMPO executed a cooperative agreement with the NDOT on April 13, 2023, through which NDOT agreed to contribute \$100,000 toward the Study’s completion. CAMPO’s UPWP commits an additional \$50,000 for the Study. CAMPO submitted a TAP grant application to NDOT in April 2023 seeking \$180,000 to fund Phase 2 of the Study. Staff are still awaiting the results of that TAP grant application from NDOT and have received no updates on the status of the application.

A Request for Qualifications for both phases of the Study was published in the Reno Gazette Journal and on Carson City’s website on April 27, 2023. Six proposals were received. The Review and Selection Committee

selected Parametrix to recommend to CAMPO. The Study will be managed by CAMPO staff, and Parametrix will be completing associated Study tasks.

The Phase 1 of the Study is anticipated to be completed in December, 2024. If Phase 2 is completed through the Contract, it is anticipated to be completed in December, 2025.

Applicable Statute, Code, Policy, Rule or Regulation

23 CFR 450.308; NRS Ch. 332; June 18, 2020 Interlocal Cooperative Agreement between the City, CAMPO, and RTC

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: CAMPO Fund, CAMPO Grants account / 2453028-501210.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Project # G302823002. The total cost of Phase 1 of the Contract is \$148,216.81. NDOT is providing \$100,000 in funding for this Study through Cooperative Agreement P1654-23-802. An additional \$50,000 is provided through CAMPO’s UPWP, Work Element 5.0 – Street and Corridor Planning, Project # G302823001. If the Contract is approved, the CAMPO Grants account will be reduced by \$148,216.81. As this Phase 1 is a complete street planning project, no local match is required.

Assuming CAMPO’s TAP grant application is successful, for Phase 2 of the Study, the federal share of the TAP grant may not exceed 95% with a 5% minimum local match, which would be approximately \$9,000. Local match for the portion of the Study in Carson City would be transferred to Project # G302823002 from the Regional Transportation Fund, Complete Streets account 2503035-501235, which has an available balance of \$10,000 in FY 2024 with \$31,784 to be rolled into the FY 2024 budget during the first round of budget augmentations.

Alternatives

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

Supporting Material

- Exhibit-1: Contract No. 23300352
- Exhibit-2: Cooperative Agreement P164-23-802

Board Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

THIS CONTRACT is made and entered into this _____ day of _____ 2023, by and between the Carson Area Metropolitan Planning Organization, hereinafter referred to as “CITY”, and Parametrix, 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 (does involve___) (does not involve _X_) 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 _X_) (does not __) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300352** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson Area Metropolitan Planning Organization (CAMPO) and 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 services identified as Tasks 1.1 to 1.5, inclusive hereafter referred to as “PHASE 1”, 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”. Continuation of the Project into Phase 2, consisting of Tasks 2.2 to 2.6 and hereafter referred to as “PHASE 2”, is contingent upon approval of additional funding. Prior to authorization to proceed with PHASE2, **CITY** and the **CONSULTANT** will review PHASE 1 progress and reduce the PHASE 2 scope and/or compensation if necessary. The Carson Area Metropolitan Planning Organization may, through approval at a public meeting, exercise an option for **CONSULTANT** to perform PHASE 2 under CONTRACT No. 23300352, and if said option is exercised, the SERVICES shall include PHASE 1 and PHASE 2.

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

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

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

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

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

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

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:**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

3.1 This Contract has an initial term beginning on September 14, 2023, subject to approval by the Carson Area Metropolitan Planning Organization's approval (anticipated to be September 13, 2023), and ending on December 31, 2024 ("Initial Term"), unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

3.2 This Contract may be extended beyond the Initial Term, through December 31, 2025, to allow for completion of PHASE 2 if the Carson Area Metropolitan Planning Organization exercises its option, described in Section 2.1, on or before the date designated for the end of the Initial Term.

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), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Nathan Johnson, Senior VP/SW Regional Manager
Parametrix, Inc.
9190 Double Diamond Parkway
Reno, NV 89521
(725) 529-9033
NJohnson@parametrix.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

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule:

5.1.1 For PHASE 1, for a not to exceed maximum amount of ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED AND SIXTEEN Dollars and 81/100 (\$148,216.81).

5.1.2 If the Carson Area Metropolitan Planning Organization exercises the option described in Section 2.1 to include PHASE 2 in the SERVICES, for PHASE 2, for a not to exceed maximum amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED TWENTY TWO Dollars and 21/100 (\$177,422.21), resulting in a total not to exceed maximum amount of THREE HUNDRED TWENTY-FIVE

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THOUSAND SIX HUNDRED THIRTY-NINE Dollars and 02/100 (\$325,639.02), unless a lesser amount is negotiated for PHASE 2.

5.1.3 The term "Contract Sum" shall mean (1) ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED AND SIXTEEN Dollars and 81/100 (\$148,216.81) if the PHASE 2 option is not exercised; or (2) THREE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED THIRTY-NINE Dollars and 02/100 (\$325,639.02) if the PHASE 2 option is exercised.

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.

5.6 The CONSULTANT further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

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

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compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

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

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

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

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

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the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

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

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

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

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

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

13. INSURANCE REQUIREMENTS (GENERAL):

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

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

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

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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 liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or 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.

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 acceptable to the State 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:** 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**.

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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:**

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 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: 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:**

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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 of \$500,000.00 each employee per accident for bodily injury by accident or 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.

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.

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.

16. **WAIVER OF BREACH:**

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

17. **SEVERABILITY:**

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

18. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The

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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, 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 (including but not limited to DOT Order 1050.2A), and,

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Title: US50 East Carson Complete Streets Study

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).

22.1.6 The **CONSULTANT**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of DOT-assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the **CONSULTANT** from future bidding as non-responsible.

23. **LOBBYING:**

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

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

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

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

24. **GENERAL WARRANTY:**

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

25. **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson Area Metropolitan Planning Organization (CAMPO) 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):**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

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

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 Carson Area Metropolitan Planning Organization (CAMPO). 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. 23300352

Title: US50 East Carson Complete Streets Study

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers

Project: G302823002
Acct: 2453028-501210 | G-OTHER

By: _____

Dated _____

PROJECT CONTACT PERSON:

Kelly Norman, Senior Transportation Planner
Telephone: 775-283-7525

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

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: Nathan Johnson

TITLE: Senior VP/SW Regional Manager

FIRM: Parametrix, Inc.

CARSON CITY BUSINESS LICENSE #: BL-007673

Address: 9190 Double Diamond Parkway

City: Reno **State:** NV **Zip Code:** 89521

Telephone: (725) 529-9033

E-mail Address: NJohnson@parametrix.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

CONTRACT ACCEPTANCE AND EXECUTION:

CAMPO for Carson City, Nevada at their publicly noticed meeting of September 13, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300352**. Further, authorizes the Chairperson of CAMPO 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, CHAIRPERSON

DATED this 13 day of September 2023.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of September 2023.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300352

Title: US50 East Carson Complete Streets Study

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works – Transportation

Attn: Kelly Norman, Senior Transportation Planner, email: KNorman@carson.org

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Planning and Engineering Services for the US-50 East Carson Corridor Study

SCOPE OF SERVICES

August, 2023

Prepared for:

Carson City Metropolitan Planning Organization

Prepared by:

Parametrix

376 E Warm Springs Rd.
Suite #220
Las Vegas, NV 89119

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US-50 East Carson Complete Streets Study

US-50 from I-580 to Highlands Drive

Scope of Services

General

Background

The Carson Area Metropolitan Planning Organization (CAMPO) is conducting the US-50 East Carson Complete Streets Study (Study) which will identify, evaluate, and recommend potential safety and multimodal (vehicular, transit, pedestrian, and bicycle) transportation improvements along US Highway 50 in east Carson between Interstate 580 and Highlands Drive. The results of this Study will be used to identify and inform the design and construction of future corridor projects intended to improve safety for all transportation mode users. The Study is anticipated to be completed in two phases to align with available funding. Phase 1, funded through a cooperative agreement with NDOT, will focus on basic safety and traffic operations. Phase 2, funded by a separate funding, will include pedestrian, bicyclist, cultural, historic, landscape, aesthetic, freight, and environmental considerations, and will be funded through a separate cooperative agreement.

Phase 1: Safety, Mobility and Traffic Operations

1.1 – Project Management and Outreach

The CONSULTANT will provide a Project Manager, Deputy Project Manager, and Task Leads to manage and guide the project through both project phases. The Project Manager and/or Deputy Project Manager will prepare for, attend monthly project meetings, and perform monthly management activities to ensure project success.

1.1.1 Monthly Invoicing and Progress Report

The CONSULTANT will prepare a monthly invoice for review and approval by the CAMPO Project Manager, including a monthly progress report detailing the status of the project. The progress report will be an overall summary of activities completed to date concerning scope, schedule, and budget. The progress report will also contain tasks performed during the month and include objectives for the next month of work. The CONSULTANT will note any changes or conflicts in scheduling, scope, or budget in the report and any outstanding data needs/requests between CAMPO's project team and the CONSULTANT.

Deliverables:

- Monthly project invoices and progress reports

1.1.2 Project Meetings

The CONSULTANT shall organize, participate in, and prepare agendas and meeting minutes for advisory committee meetings, stakeholder meetings, progress review meetings, and periodic coordination meetings (Teams or Phone Calls). Meeting minutes shall be prepared in draft form within two business days following the meeting and distributed to the meeting participants for review and comment. Following a one-week review period (unless otherwise specified by CAMPO’s Project Manager), the final version of the meeting minutes shall be distributed within two business days.

1.1.3 Project Management Plan (PMP)

Following the project kick-off meeting, the CONSULTANT will work closely with CAMPO’s Project Manager to develop a Project Management Plan (PMP). The PMP will include a detailed project schedule, list, and format of deliverables; Quality Management Plan; data needs; team members; and contact information. It will also outline communication protocols for the project team, as well as the protocols for exchanging data and communicating concerns or questions between the CONSULTANT team and CAMPO.

Deliverables:

- Final PMP
- Project schedule

1.1.4 Project Schedule and Controls

The CONSULTANT will create, monitor, and update the project schedule as part of the monthly progress report process. The schedule will be updated monthly or at any major schedule change.

The following are the anticipated timeframes for completion of the major milestones for both phases of the project (Assuming additional funding is received) for the **total estimated 18-month** duration, subject to the development of the baseline project schedule once the project is underway.

Anticipated Notice to Proceed (NTP) – September 15, 2023

Deliverables	Duration (weeks)
Project Management and Outreach	Continuous
Phase 1 Existing Conditions Data Collection	NTP + 10 weeks
Phase 1 Corridor Needs and Enhancement Analysis	NTP + 18 weeks
Phase 1 Project Identification and Implementation Plan	NTP + 28 weeks
Phase 1 Study Report	NTP + 32 weeks
Phase 2 Update Existing Conditions Data	NTP + 38 weeks
Phase 2 Environmental / PEL Considerations	NTP + 52 weeks
Phase 2 Additional Corridor Needs and Enhancement Analysis	NTP + 55 weeks

Deliverables	Duration (weeks)
Phase 2 Project Identification and Implementation Plan	NTP + 70 weeks
Phase 2 Final Report Preparation	NTP + 78 weeks

The CONSULTANT will be responsible for updating and maintaining the project schedule as an exhibit for each project review meeting. Should significant changes occur that may affect the project milestones or completion/submittal dates, the CONSULTANT shall promptly submit a revised project schedule with a summary detailing:

- How the project will be brought back on schedule, if feasible, or
- Propose change(s) in milestone and project completion dates if approved target dates are no longer feasible, and
- Explanation of the change(s) in writing

The CONSULTANT will maintain and update the design schedule for each progress review meeting every month.

Deliverables:

- Project WBS schedule and monthly updates

1.1.5 Quality Assurance (QA) / Quality Control (QC)

The CONSULTANT is responsible for the accuracy and completeness of the plans, reports, and related materials prepared under this contract and, as such, shall check all materials released from the CONSULTANT office accordingly. The CONSULTANT shall have a quality control plan in effect during the entire time work is being performed under this contract. The deliverables shall be reviewed by CAMPO for conformity with CAMPO’s procedures, contract terms, and in accordance with this Scope of Services. Non-compliance will be sufficient cause for rejection of the submittal. The CONSULTANT acknowledges that review by CAMPO does not include detailed review or checking of major components or related details for accuracy.

Check sets of all deliverables will be available for CAMPO review upon request.

1.1.6 Document and File Management

The CONSULTANT will provide a Project Administrator to prepare project documentation and assist the Project Manager and task leads in completion of project documentation activities.

The CONSULTANT shall maintain a CAMPO-approved, project-specific file sharing website (such as Microsoft Teams or ProjectWise) for the purpose of storing and transferring project files throughout the life of the project. The site will include, but not be limited to, all project documentation and deliverables. CAMPO’s Project Manager and task leads shall have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the project. Provisions will also be made to archive this data. Document and file management will also include the following:

- File management will continue for 18months
- All working files will be updated at regular intervals
- Project Specific Microsoft Teams or ProjectWise Site
- Archive of electronic files
- Hard copy of project files on a flash drive or external hard drive at close out
- Regular administrative document control filing

Assumptions:

- CONSULTANT will host the file sharing website

Deliverables:

- File sharing website dedicated for project team data and deliverable management

1.2 – Existing Conditions Data Collection

1.2.1 Existing Studies

The CONSULTANT will collect relevant project data and all existing studies and planned or ongoing projects within the US-50 East corridor. This data consists of the following, with more detail included in the following subtasks:

- Project as-builts from corridor projects previously completed
- Encroachment permits
- Drainage studies and reports from previous contracts in the project area
- Maintenance and inspection reports as available within the project limits
- Field traffic counts, TRINA data, signal timing data, CAMPO travel demand model
- Utility information
- Existing and future land use and development information
- Socioeconomic data
- Environmental resource data (NDOW, USFWS, NDEP and other environmental resource agencies)
- Other GIS data, as requested and/or detailed in the following subtasks
- Pavement condition data
- Safety management plans
- Road Safety Audits
- Fiber and network connectivity
- Outcomes and recommendations of the CATSMP
- Any other available relevant project data/documents that CAMPO deems necessary for the CONSULTANT to perform the work

1.2.2 Stakeholder Outreach

During the first phase of the study, the CONSULTANT will work with CAMPO to identify project stakeholders that may include area residents, adjacent businesses, commuters, and representatives from NDOT, Lyon County, and CAMPO. A contact list will be developed to include names, addresses, email and phone numbers for community members, businesses, and agency representatives. A web-based survey will be developed and promoted through a project area mailing, then a business walk will be conducted to distribute the project and survey information to area businesses.

The initial project phase will also include development of content by the CONSULTANT for a project website to be obtained and hosted by CAMPO. The website content will include information about the purpose of the study, and interactive public comment map and will be used to host and support the on-line survey. Public outreach opportunities will also be advertised via CAMPO and partner social media accounts.

Stakeholder outreach efforts for the second phase of the project will include an update to the project website to include survey results, continued comment solicitation and tracking, project schedule, and potential project improvements. An in-person public meeting will be conducted that will include an online web component to be active for 30 days after the date of the public meeting hosted on the project website.

At the conclusion of the second phase of the study a technical memo will be developed by the CONSULTANT to document the public outreach effort including a record of media about the project, meeting summaries, minutes of discussions and outcomes, and project collateral materials.

Stakeholder engagement will occur across both phases of the project and will include up to five (5) one-on-one meetings as needed. The CONSULTANT project manager will attend and support CAMPO project management with meeting agendas and project information.

Deliverables:

- Stakeholder database
- Website content including project information and online survey
- Meeting agendas, minutes, and written comment responses
- Public outreach summary

1.2.3 Aerial Survey / Right of Way Research

The CONSULTANT will research any available aerial mapping previously performed of the project area. Imagery that will be utilized in support of the project will consist of previous aerial mapping and GIS sources.

A right of way verification will be requested from NDOT Right of Way services to verify the limits of NDOT ownership. Additional research will be conducted to identify any permits or agreements with NDOT or CAMPO that may indicate property rights within the areas identified below:

- US-50 East beginning at the I-580/US-50 interchange and continuing east to Highlands Drive in Lyon County in Mound House

- 250' north and south of each side of US-50 at all cross-street intersections

1.2.4 Traffic Data Collection

The CONSULTANT will utilize CATSMP to determine appropriate AM and PM peak times and then conduct peak hour (AM and PM) turning movements at the following major intersections along the corridor:

- US-50/I-580 interchange ramps
- US-50 at Lompa Lane
- US-50 at Airport Road
- US-50 at East College Parkway and Fairview Drive
- US-50 at Empire Ranch Road
- US-50 at East Nye Lane
- US-50 at Arrowhead and North Deer Run Road
- US-50 at Flint Drive
- US-50 at Red Rock Road
- US-50 at Highlands Drive

Additional AADT volumes will be collected by the CONSULTANT from the six existing TRINA count stations along the project area. The CONSULTANT will obtain existing signal timing and phasing information data from CAMPO. Collected traffic data will be used by the CONSULTANT to analyze the corridor traffic operations develop Levels of Service.

1.2.5 Safety Analysis

The CONSULTANT will obtain 5-year history crash data through the year 2022 if available and perform an analysis to identify safety issues within the project area. The road safety analysis will consist of a review of crash data, stakeholder inputs, and direct observation, and will be summarized in a safety and crash data analysis memo.

Deliverables:

- Safety and crash data analysis memo

1.2.6 NDOT Coordination

The CONSULTANT will coordinate with the NDOT Materials Division and Local Project Administrator in the development of the planned NDOT pavement maintenance project within CAMPO's study area.

1.3 – Corridor Needs and Enhancement Analysis

1.3.1 Develop Project Goals

The CONSULTANT will conduct a stakeholder meeting with NDOT and CAMPO to develop a list of high-level goals for the corridor based on the results of the data collection performed as part of Task 1.2. Development of the project goals will be informed by the following information:

- Community and stakeholder input
- Safety recommendations

- Travel demand and traffic operations
- Community and recreational needs
- Environmental resources

A preliminary project purpose and need statement will be developed from the identified project goals.

Deliverables:

- Project goals
- Purpose and need statement

1.3.2 Operations Analysis

HCS and SYNCHRO Operations Analysis

The Highway Capacity Manual 6th Edition methodologies will be used for traffic operations analysis using HCS/SYNCHRO modeling. Traffic operations modeling may be performed for complete street alternatives that reduce travel lanes to understand operational impacts.

Deliverables:

- Synchro models with results

1.3.3 Safety Improvements

Using the results of the Safety Analysis performed in section 1.2.5, the CONSULTANT will identify appropriate proven safety countermeasures and make recommendations for the implementation of these features that may include the following:

- Traffic signal head reflective backplates
- Left and right turn lanes at two-way, stop-controlled intersections
- Reduced left turn conflict intersections
- Medians and pedestrian crossing islands in both urban and suburban areas
- Pedestrian hybrid beacons
- Leading pedestrian intervals
- Pedestrian walkways

Deliverables:

- Memorandum of Safety Countermeasure recommendations

1.3.4 Access Management Control

The CONSULTANT will evaluate existing access within the project corridor and make recommendations for access management strategies that would be appropriate for mitigating identified safety issues or improving traffic operations and conform to the 2017 NDOT Access Management System and Standards guidelines. Access Management tools may include elimination or addition of turn lanes, eliminating or combining driveways, and signaling intersections.

1.3.5 Conceptual Intersection and Roadway Enhancements

The CONSULTANT will develop improvement alternatives based on the needs identified by the stakeholder engagement, safety analysis, and data collection and goals established for the project. The alternative concepts may include the following:

- Travel/auxiliary lane configurations
- Intersection configurations
- Safety enhancements
- Operational/signal system upgrades and communications need
- ADA facility upgrades

Deliverables:

- Access management recommendations
- Improvement alternatives recommendations

1.3.6 Cost Analysis

The CONSULTANT will prepare order of magnitude cost estimates including major bid item work and project soft costs for the design and construction of the proposed alternatives.

Deliverable:

- Order of magnitude cost estimates for design and construction costs of proposed alternatives

1.4 – Project Identification and Implementation Plan

1.4.1 Project Identification and Implementation Schedule

The CONSULTANT will compile the identified needs from the corridor study and develop recommended solutions or concepts. These will be bundled into discrete concept bundles that can be implemented individually or as a larger grouping. Recommended concept bundles will include an assessment of complexity and outline a realistic implementation schedule based on readiness and land use changes.

Recommendations will be developed to assist CAMPO and NDOT to jointly prioritize and implement project concepts into future projects.

Deliverables:

- Project recommendations and costs memorandum

1.5 – Report Preparation

1.5.1 Draft Phase 1 Report

The CONSULTANT will prepare a draft study report including graphics and illustrations summarizing the findings of the first phase of the report and preview the recommended corridor enhancements that will be presented at the public meeting. The report will include a summary of needs, conceptual design schematics on GIS aerial photography for roadway/safety improvements, cross sections, potential right-of-way impacts, and order of magnitude planning level cost estimates, for display and discussion at the public meeting.

The draft final report will be submitted to CAMPO for one round of comments and revisions. The recommendations of the report will be subject to public review and comment at the Public Meeting.



Deliverables:

- Draft Phase 1 Study Report
- Plan on a presentation to the CAMPO Board.

Phase 2: Pedestrian, Bicyclist, Cultural, Historic, Landscape, Freight and Environmental Considerations

Continuation of the Project into Phase 2 is contingent upon approval of TAP grant funding. Prior to authorization to proceed with Phase 2, CAMPO and the CONSULTANT will review Phase 1 progress and modify the Phase 2 scope if necessary.

2.2 – Existing Conditions Data Collection

2.2.1 – Existing Studies

The CONSULTANT will review existing cultural, historic, landscape, and aesthetics; environmental studies; future planned bike/ pedestrian; and existing and future freight plans and projects that are relevant to the corridor for possible incorporation into the project analysis.

2.2.2 – Data Collection

The CONSULTANT will collect 12-hour pedestrian, bicycle, motorcycle, freight, ADA counts at a minimum of three (3) locations within the project corridor.

2.2.3 – Safety

The CONSULTANT will update available crash statistics, focusing on bicycle, pedestrian, motorcycle, transit, and/or freight-related crashes and analyze potential safety issues and provide recommendations for effective counter measures. A summary report detailing the updated crash summaries using graphs, charts, tables, and heat maps, as necessary, to establish the cause of safety issues and justify the recommended mitigation will be prepared.

Deliverables:

- Safety summary report

2.2.4 – Utility Identification

The CONSULTANT will coordinate with NDOT Right of Way/Utilities and Carson City Public Works to identify any existing utility encroachment permits and records within the project corridor. The CONSULTANT will contact utility companies that may have facilities within the corridor to obtain any available facility maps.

2.2.5 – Multi-Use Path

The CONSULTANT will perform an evaluation of multi-use paths within the project area and how they function, their condition, and overall connectivity with other bike lanes and sidewalks along US-50. The CONSULTANT will make recommendations based on stakeholder input and maintenance needs for improvements.

Deliverable:

- Multi-use path summary recommendations memorandum

2.3 – Environmental / PEL Considerations

2.3.1 – Conduct Environmental and Planning Tasks

The CONSULTANT will conduct environmental and planning tasks with consideration of environmental, community, and economic goals to inform, scope, and streamline the future NEPA process, which will be completed under a separate scope of work.

To assist with environmental planning, the CONSULTANT will perform the following tasks:

- Conduct initial Section 106 Historical Resources investigation to determine the presence of historic resources within the project corridor that may be impacted by the project.
- Identify low income and/or minority neighborhoods and businesses using US Census Bureau and American Community Survey data, supplemented with information from other local sources including analysis of business licenses, and housing assistance.
- Identify potential Section 4(f) and Section 6(f) recreational resources and constraints.
- Obtain information from U.S. Fish and Wildlife Service (USFWS), NDOW, Natural Diversity Information Source (NDIS), and Natural Heritage Program (NHP) regarding sensitive or rare species in the project area. This does not include species-specific surveys with species-specific protocols.
- Identify preliminary jurisdictional wetlands and waters boundaries per the U.S. Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region.
- Conduct a Phase 1 assessment identify hazardous materials sites of concern that could affect project design or alternatives.
- Develop a list of potential future environmental permits and approvals for construction (USACE, USFWS, NDEP, etc.) that will be required for the project.
- Complete NDOT's Planning and Environmental Linkages (PEL) questionnaires to document preliminary environmental resource findings, public and stakeholder outreach, and decisions made to date.

Deliverables:

- PEL Questionnaire

2.4 – Additional Corridor Needs and Enhancement Analysis

2.4.1 Project Goals

The CONSULTANT will work with CAMPO and NDOT to build upon the goal identified in Phase 1 to add pedestrian, bicyclist, cultural, historic, landscape, aesthetic, freight, and environmental considerations of goals for the corridor based on public input and collected data.

2.4.2 Transit Analysis

The CONSULTANT will work with Carson City staff to identify current and future transit services, routes, connectivity, and safety improvements.

2.4.3 Pedestrian / Bicycle Analysis

The CONSULTANT will coordinate with CAMPO to identify existing and planned pedestrian and bicycle facilities and the connectivity of the pedestrian and bicycle network along the corridor. The 12-hour pedestrian bicycle and ADA counts conducted as part of the traffic data collected will be used as part of this documentation.

2.4.4 Conceptual Roadway Enhancements

The CONSULTANT will develop additional conceptual corridor enhancements to those identified in Phase 1 to support decision making and ensure alternatives are feasible and constructible based on the identified constraints. There may be different alternatives for different segments of the roadway. Potential alternatives will include the following:

- Bicycle and Pedestrian Connectivity
- Urban design concepts for amenities such as landscaping, street trees, and public art
- Others as identified through the public process

Deliverables:

- Conceptual corridor enhancement memorandum

2.4.5 Cost Analysis

The CONSULTANT will prepare order of magnitude cost estimates for design and construction of recommended bike, pedestrian, cultural, historic, landscape/aesthetic, freight, and environmental corridor enhancements. Cost estimates will be prepared to support a preferred alternative. The costs will focus on major bid items and project soft costs.

Deliverables:

- Cost estimate summary

2.5 – Project Identification and Implementation Plan


2.5.1 Project Identification Refinement

Beginning with the projects identified in Phase 1 and using the identified needs and recommended concepts from this Phase 2 the CONSULTANT will develop new discrete projects or refine previously identified project concepts. Projects and concepts will continue to include an assessment of complexity and outline a realistic implementation schedule based on readiness and constraints.

2.6 – Report Preparation

2.6.1 Final Report

The CONSULTANT will finalize the draft report completed as part of Phase 1 to add pedestrian, bicyclist, cultural, historic, landscape, aesthetic, freight, and environmental considerations, including graphics and



illustrations of the recommended corridor enhancements. The report will build on the US 50 East Carson Complete Streets Study Phase 1 Report.

Deliverables:

- Final Report

Carson City (CAMPO)
US-50 Complete Streets Study

Carson City Project Manager: Kelly Norman

Task	SubTask	Description	Labor Dollars		Labor Hours		Parametrix		NCE		Silver State Traffic Data		Taylor Made Solutions	
			\$				Hours	Labor Dollars	Hours	Labor Dollars	Hours	Labor Dollars	Hours	Labor Dollars
01	1.0	Project Management	\$ 17,689.94		72	\$ 17,689.94	72	\$ -	-	\$ -	-	\$ -	-	\$ -
01	01	Monthly Invoicing and Progress Report	\$ 5,357.98		24	\$ 5,357.98	24	\$ -	-	\$ -	-	\$ -	-	\$ -
01	02	Project Meetings	\$ 6,051.15		24	\$ 6,051.15	24	\$ -	-	\$ -	-	\$ -	-	\$ -
01	03	Project Management Plan (PMP)	\$ 376.73		2	\$ 376.73	2	\$ -	-	\$ -	-	\$ -	-	\$ -
01	04	Project Schedule and Controls	\$ 1,263.58		4	\$ 1,263.58	4	\$ -	-	\$ -	-	\$ -	-	\$ -
01	05	Quality Assurance (QA) / Quality Control (QC)	\$ 2,756.82		8	\$ 2,756.82	8	\$ -	-	\$ -	-	\$ -	-	\$ -
01	06	Document and File Management	\$ 1,883.67		10	\$ 1,883.67	10	\$ -	-	\$ -	-	\$ -	-	\$ -
02	2.0	Data Collection	\$ 40,348.40		122	\$ 16,598.40	92	\$ 16,598.40	-	\$ 18,500.00	-	\$ 18,500.00	30	\$ 5,250.00
02	01	Existing Studies	\$ 2,632.75		20	\$ 2,632.75	20	\$ -	-	\$ -	-	\$ -	-	\$ -
02	02	Stakeholder Outreach	\$ 15,403.44		78	\$ 10,153.44	48	\$ 10,153.44	-	\$ -	-	\$ -	-	\$ -
02	03	Aerial Survey / Right of Way Research	\$ 438.69		4	\$ 438.69	4	\$ -	-	\$ -	-	\$ -	-	\$ -
02	04	Traffic Data Collection	\$ 18,938.69		4	\$ 438.69	4	\$ 438.69	-	\$ -	-	\$ 18,500.00	-	\$ -
02	05	Safety Analysis	\$ 1,671.25		12	\$ 1,671.25	12	\$ 1,671.25	-	\$ -	-	\$ -	-	\$ -
02	06	NDOT Coordination	\$ 1,263.58		4	\$ 1,263.58	4	\$ 1,263.58	-	\$ -	-	\$ -	-	\$ -
02	07		\$ -		0	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
03	3.0	Public Involvement and Stakeholder Outreach	\$ 57,888.03		282	\$ 57,888.03	282	\$ 57,888.03	-	\$ -	-	\$ -	-	\$ -
03	01	Develop Project Goals	\$ 1,895.38		6	\$ 1,895.38	6	\$ 1,895.38	-	\$ -	-	\$ -	-	\$ -
03	02	Operations Analysis	\$ 5,570.82		40	\$ 5,570.82	40	\$ 5,570.82	-	\$ -	-	\$ -	-	\$ -
03	03	Safety Analysis	\$ 9,604.92		56	\$ 9,604.92	56	\$ 9,604.92	-	\$ -	-	\$ -	-	\$ -
03	04	Access Management Control	\$ 16,379.04		68	\$ 16,379.04	68	\$ 16,379.04	-	\$ -	-	\$ -	-	\$ -
03	05	Conceptual Intersections and Roadway Enhancements	\$ 15,000.26		68	\$ 15,000.26	68	\$ 15,000.26	-	\$ -	-	\$ -	-	\$ -
03	06	Costs Analysis	\$ 9,437.61		44	\$ 9,437.61	44	\$ 9,437.61	-	\$ -	-	\$ -	-	\$ -
03	07		\$ -		0	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
04		Project Identification and Implementation Plan	\$ 14,424.56		72	\$ 14,424.56	72	\$ 14,424.56	-	\$ -	-	\$ -	-	\$ -
04	01	Project Identification and Implementation Schedule	\$ 14,424.56		72	\$ 14,424.56	72	\$ 14,424.56	-	\$ -	-	\$ -	-	\$ -
04	02		\$ -		0	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
05		Report Preparation	\$ 17,865.87		80	\$ 17,865.87	80	\$ 17,865.87	-	\$ -	-	\$ -	-	\$ -
05	01	Phase I Report	\$ 17,865.87		80	\$ 17,865.87	80	\$ 17,865.87	-	\$ -	-	\$ -	-	\$ -
Total Labor			\$ 148,216.81		628.00	\$ 124,466.81	598	\$ 124,466.81	-	\$ -	-	\$ 18,500.00	30	\$ 5,250.00
Total Direct Expenses			\$ -		-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -

Project Total \$ 148,216.81

Total by Company	Hours	Labor	Expense	Total
Parametrix	598	\$ 124,466.81	\$ -	\$ 124,466.81
Silver State Traffic Data	-	\$ 18,500.00	\$ -	\$ 18,500.00
Taylor Made Solutions	30	\$ 5,250.00	\$ -	\$ 5,250.00
Project Total:	628	\$ 148,216.81	\$ -	\$ 148,216.81

Carson City (CAMPO)
US-50 Complete Streets Study

Carson City Project Manager: Kelly Norman

Task	SubTask	Description	Labor Dollars		Labor Hours		Parametrix		NCE		Silver State Traffic Data		Taylor Made Solutions	
			\$				Hours	Labor Dollars	Hours	Hours	Labor Dollars	Hours	Labor Dollars	Hours
01	1.0	Project Management	\$ 40,011.93		192		102	\$ 24,261.93	-	\$ -	-	\$ -	90	\$ 15,750.00
01	01	Project Management	\$ 4,878.01		26		26	\$ 4,878.01	-	\$ -	-	\$ -	-	\$ -
01	02	Public Outreach and Information Sharing	\$ 27,117.62		140		50	\$ 11,367.62	-	\$ -	-	\$ -	90	\$ 15,750.00
01	03	Project Schedule and Controls	\$ 2,527.17		8		8	\$ 2,527.17	-	\$ -	-	\$ -	-	\$ -
01	04	Quality Assurance (QA) / Quality Control (QC)	\$ 3,605.46		8		8	\$ 3,605.46	-	\$ -	-	\$ -	-	\$ -
01	05	Document and File Management	\$ 1,883.67		10		10	\$ 1,883.67	-	\$ -	-	\$ -	-	\$ -
02	2.0	Data Collection	\$ 25,108.46		142		142	\$ 25,108.46	-	\$ -	-	\$ -	-	\$ -
02	01	Existing Studies	\$ 2,140.97		12		12	\$ 2,140.97	-	\$ -	-	\$ -	-	\$ -
02	02	Data Collection	\$ 877.38		8		8	\$ 877.38	-	\$ -	-	\$ -	-	\$ -
02	03	Safety	\$ 10,454.96		66		66	\$ 10,454.96	-	\$ -	-	\$ -	-	\$ -
02	04	Utility Identification	\$ 2,140.97		12		12	\$ 2,140.97	-	\$ -	-	\$ -	-	\$ -
02	05	Multi-Use Path	\$ 9,494.18		44		44	\$ 9,494.18	-	\$ -	-	\$ -	-	\$ -
03	3.0	Environmental / PEL Considerations	\$ 43,709.38		200		200	\$ 43,709.38	-	\$ -	-	\$ -	-	\$ -
03	01	Conduct Environmental and Planning Tasks	\$ 43,709.38		200		200	\$ 43,709.38	-	\$ -	-	\$ -	-	\$ -
04	4.0	Additional Corridor Needs and Enhancement Analysis	\$ 40,917.14		194		194	\$ 40,917.14	-	\$ -	-	\$ -	-	\$ -
04	01	Project Goals	\$ 1,008.53		4		4	\$ 1,008.53	-	\$ -	-	\$ -	-	\$ -
04	02	Transit Analysis	\$ 10,716.61		50		50	\$ 10,716.61	-	\$ -	-	\$ -	-	\$ -
04	03	Pedestrian / Bicycle Analysis	\$ 2,228.33		16		16	\$ 2,228.33	-	\$ -	-	\$ -	-	\$ -
04	04	Conceptual Roadway Enhancements	\$ 21,753.19		100		100	\$ 21,753.19	-	\$ -	-	\$ -	-	\$ -
04	05	Cost Analysis	\$ 5,210.48		24		24	\$ 5,210.48	-	\$ -	-	\$ -	-	\$ -
05	5.0	Project Identification and Implementation Plan	\$ 7,006.01		40		40	\$ 7,006.01	-	\$ -	-	\$ -	-	\$ -
05	01	Project Identification Refinement	\$ 7,006.01		40		40	\$ 7,006.01	-	\$ -	-	\$ -	-	\$ -
05	6.0	Report Preparation	\$ 20,669.30		100		100	\$ 20,669.30	-	\$ -	-	\$ -	-	\$ -
05	01	Report Update	\$ 20,669.30		100		100	\$ 20,669.30	-	\$ -	-	\$ -	-	\$ -
Total Labor			\$ 177,422.21		868.00		778	\$ 161,672.21	0	\$ 0	0	\$ 0	90	\$ 15,750.00
Total Direct Expenses			\$ 2,000.00											

Project Total \$ 179,422.21

Total by Company	Hours	Labor	Expense	Total
Parametrix	778	\$ 161,672.21	\$ -	\$ 161,672.21
Silver State Traffic Data	-	\$ -	\$ -	\$ -
Taylor Made Solutions	90	\$ 15,750.00	\$ 2,000.00	\$ 17,750.00
Project Total:	868	\$ 177,422.21	\$ 2,000.00	\$ 179,422.21

Additional Federal Funding Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2A.
2. The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
3. The Consultant agrees to complete and sign- "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," RSOQ Exhibit C - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.
4. Each party agrees to keep and maintain under generally 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 are maintained. It is expressly understood that the duly authorized representatives of the CITY, Nevada Department of Transportation and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the Consultant whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.
5. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

6. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of City-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement. In event of such a breach, the City may:
 - a. Withhold progress payments or a portion thereof;
 - b. Assess sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Consultant from future bidding as non-responsible.

7. The Consultant must disclose in writing any exiting or potential conflict of interest relative to the performance of this Contract. Any such relationship that might be perceived or represented as a conflict must be disclosed. By signing this Contract, the Consultant affirms that it has not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this Contract.

REQUIRED CONTRACT PROVISIONS

Carson City Public Works will include the following provisions in all federally funded contracts, where appropriate. All sub-contractors will be required to include language as well:

1. Nondiscrimination Assurance

Each federally funded contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Carson City Public Works deems appropriate."

2. Prompt Payment Policy and Provisions

Each federally funded contract signed with a contractor will include the following provision:

"The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by Carson City Public Works. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with Carson City Public Works's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify Carson City Public Works's project manager and Document Control Specialist immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Part 26, §26.29."

Federal Language to be Included in all Sub-Contract Agreements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Bardia Nezhati, PE, PTOE

Name (please type or print)



Signature

Sr. Vice President

Title

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

STATE OF Nevada
COUNTY OF Clark

} SS

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

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

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Bardia Nezhati
Signature

Sr. Vice President
Title

Sworn to before me this 31 day of May, 2023

(SEAL)

STATE OF NEW MEXICO
NOTARY PUBLIC
Valerie Garcia
Commission No. 1113113
January 27, 2024

Valerie Garcia
Notary Public, Judge or other Official

Conflict of Interest Disclosure Form

Date: 6/1/2023

Project: RFQ #23300352

Title: US 50 East Carson Complete Streets Study

Name: Bardia Nezhati, PE, PTOE

Position: Sr. Vice President

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



I have no conflict of interest to report.

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

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

Signature: 

Date: 6/1/2023

Unique Entity ID

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by [SAM.gov](https://sam.gov)) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

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

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

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

Parametrix UEI No. ZLNPHTNKVJ11



PARAMETRIX, INC.

Unique Entity ID ZLNPHNTNKVJ11	CAGE / NCAGE 0TFU8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 28, 2023	
Physical Address 1019 39TH AVE SE STE 100 Puyallup, Washington 98374-2115 United States	Mailing Address 1019 39TH Avenue SE STE 100 Puyallup, Washington 98374 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 10	State / Country of Incorporation Washington / United States	URL http://www.parametrix.com

Registration Dates

Activation Date Nov 30, 2022	Submission Date Nov 28, 2022	Initial Registration Date Mar 11, 2002
--	--	--

Entity Dates

Entity Start Date Apr 26, 1974	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0TFU8

Points of Contact

Electronic Business

🔗 JANICE WALDEN	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States
CARRIE CUPLER	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States

Government Business

🔗 JANICE WALDEN	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States
DENISE LEDINGHAM	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States

Past Performance

🔗 DENISE LEDINGHAM	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States
JANICE WALDEN	1019 39TH AVE SE Suite 100 Puyallup, Washington 98374 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C214	Architect And Engineering- General: Management Engineering
C219	Architect And Engineering- General: Other
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits

F999

Other Environmental Services

R425

Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Counties

Metropolitan Statistical Areas

Any

(blank)

(blank)

Agreement Number P164-23-802

COOPERATIVE AGREEMENT

This Agreement is made and entered into on 04/13/2023, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, Nevada 89701, hereinafter called the "ORGANIZATION".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to complete Phase 1 of the US 50 East Carson Complete Streets Study, from the interchange at Interstate 580 to Highlands Drive, hereinafter called the "PROJECT" and described in greater detail in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement is not intended to govern future phases of the PROJECT shown in Exhibit 1; and

WHEREAS, the PROJECT will help inform future improvements that align with the DEPARTMENT's long-range goals as outlined within the One Nevada Transportation Plan; and

WHEREAS, the PROJECT has been approved for federal State Planning and Research ("SPR") funds, per Catalog of Federal Domestic Assistance (CFDA) Number 20.505; and

WHEREAS, the PROJECT services to be provided by the ORGANIZATION shall be of benefit to the DEPARTMENT, the ORGANIZATION, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - ORGANIZATION AGREES

1. To provide the DEPARTMENT with recommendations in the form of a corridor study for PROJECT, from the interchange at Interstate 580 to Highlands Drive and provide

quarterly PROJECT updates for inclusion within the DEPARTMENT's SPR Program quarterly reports.

2. To bill the DEPARTMENT quarterly during the course of the PROJECT for actual PROJECT costs not to exceed One Hundred Thousand and No/100 Dollars (\$100,000). The ORGANIZATION shall provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration ("FHWA") guidelines.

3. During the performance of this Agreement, the ORGANIZATION, for itself, its assignees, and successors in interest agrees as follows:

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

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

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the ORGANIZATION for professional services or other procurements (including procurement of materials or leases of equipment) to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the ORGANIZATION of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

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

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

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

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

f. Agreements with subcontractors shall include provisions making all subcontractor records concerning the PROJECT available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The ORGANIZATION shall include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The ORGANIZATION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the ORGANIZATION becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the ORGANIZATION may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the ORGANIZATION may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund the PROJECT through the DEPARTMENT's SPR Program in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000).

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2024.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the ORGANIZATION performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the parties' governing bodies, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the ORGANIZATION shall forfeit any and all right to payment for such work.

4. Each party, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the other party, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the parties' governing bodies, prior to such expiration date.

5. This Agreement cannot be extended beyond the expiration date set forth within this Agreement or otherwise amended, unless such extension or amendment is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the parties' governing bodies. Neither party shall rely upon any oral or written representations expressed extrinsic to this Agreement purporting to alter or amend this Agreement without a written amendment approved by the parties' governing bodies, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III shall survive the termination and expiration of this Agreement.

7. The ORGANIZATION shall not proceed with said work until the DEPARTMENT provides the ORGANIZATION with a copy of this fully executed Agreement. If the ORGANIZATION does commence said work prior to receiving a copy of this fully executed Agreement, the ORGANIZATION shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates.

8. Neither party shall rely on the terms of this Agreement before it is fully executed and approved by the parties' governing bodies; this includes but not limited to, any written or oral representations and warranties made by the other party or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, or indemnities. In the event either party violates the provisions of this Section, it waives any and all claims and damages against the other party, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding needed to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail 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 DEPARTMENT: Tracy Larkin Thomason, Director
Attn: Kevin Verre, Chief, Multimodal Program
Development
Nevada Department of Transportation
Division: Planning
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7712
Fax: (775) 888-7207
Email: kverre@dot.nv.gov

FOR ORGANIZATION: Chris Martinovich, PE
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, Nevada 89701
Phone: (775) 283-7367
Fax: (775) 887-2112
Email: cmartinovich@carson.org

10. The Organization shall ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the ORGANIZATION and the DEPARTMENT. The ORGANIZATION shall ensure any subconsultant shall not use, willingly allow or cause to

have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the ORGANIZATION and the DEPARTMENT.

11. 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, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, 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.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with its own legal counsel.

13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. Actual damages for any ORGANIZATION breach shall never exceed the amount of funds which have been received under this Agreement for the fiscal year budget in existence at the time of the breach.

14. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of 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, including a breach of the same term.

15. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The amount and method of payment for extra work shall be specified at the time the amendment is written.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the First Judicial District Court of the State of Nevada for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally 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 are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

22. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

23. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

24. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

25. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. This Agreement constitutes the entire agreement of the parties and such is intended as a 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 shall 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 shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Carson Area Metropolitan Planning Organization

DocuSigned by:
Christopher Martinovich
2DF588AF092147B
Christopher Martinovich
Transportation Manager

Approved as to Form:

DocuSigned by:
Adam Tully
0B7B83CC41A4B8...
Adam Tully, Deputy District Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Tracy Larkin Thomason
832931E930B041F...
Director
Approved as to Legality and Form:

DocuSigned by:
Shane Chesney
B85102A5E4B2415...
Deputy Attorney General

US50 East Carson Complete Streets Study – Preliminary Scope

The US50 East Carson Complete Streets Study (Study) will identify, evaluate, and recommend potential safety and multimodal (vehicular, transit, pedestrian, and bicycle) transportation improvements along US Highway 50 in east Carson City between Interstate 580 and Highlands Drive, to improve safety for all users of the corridor. The results of this Study will be used to identify and inform the design and construction of future corridor projects.

It is anticipated that a Consultant will be used for major portions of this Study and will work alongside CAMPO and NDOT staff to complete the analysis. As such, the details of this preliminary scope may be revised. The Study is anticipated to be completed in two phases. Phase 1, funding through a cooperative agreement with NDOT, will focus on basic safety and traffic operations. Phase 2 will include pedestrian, bicyclist, cultural, historic, landscape, aesthetic, freight, and environmental considerations, and will be funded through a separate cooperative agreement. The phases of the Study will be implemented to accommodate funding availability.

Summary of Estimated Cost by Phase:

Phase 1: Cooperative agreement between NDOT and CAMPO

- Total Cost Estimate = \$150,000

Phase 2: Anticipated Transportation Alternatives Program (TAP) Grant Funding

- Total Cost Estimate = \$180,000

Total Study Cost Estimate = \$330,000

Anticipated Completion Date for both Phases: December 2024



US50 East Carson Complete Streets Study

Phase 1

Phase 1: Safety, Mobility, & Traffic Operations

Funding Sources: NDOT, CAMPO

Task 1 – Management and Outreach

- **Project Management** – The consultant(s) shall be responsible for the management of the Study, including:
 - Attendance, coordination, and preparation of agendas and meeting notes for advisory committee meetings, stakeholder meetings, and project progress/review meetings
 - Creation and maintenance of project schedule, budget, and tasks, and ensuring the project's successful and timely completion
 - Submittal of monthly invoices and progress reports
 - Periodic coordination meetings/phone calls with CAMPO and NDOT staff
 - Quality Assurance/Quality Control reviews

Task 2 – Existing Conditions Data Collection

- **Existing Studies** – Review existing studies and planned projects that are relevant to the US50 East corridor and incorporate them into the analysis.
- **Stakeholder Outreach** – Conduct outreach to major stakeholders along the corridor. Major stakeholders likely include Carson City, NDOT, Lyon County, and major shopping areas located along the corridor. The outreach shall include the development and release of a single online public survey. CAMPO may team with Carson City or NDOT in attending

other public meetings related to transportation projects or programs, but a public meeting specific to this phase is not anticipated.

- **Aerial Survey / Right-of-Way Research** - The Consultant will obtain aerial mapping from Carson City or other sources, and the Consultant will conduct right-of-way research for the project by reviewing NDOT's/Carson City's right-of-way limits and other ownership responsibility, agreements, and information throughout the corridor. The specific limits include:
 - US 50 East & I-580 in Carson City to Highlands Drive in Lyon County (Mound House extent).
 - Cross Streets, 250 feet north/south of US 50.
- **Traffic Data Collection**
 - Collect peak hour (AM and PM) turning movement data at the following major intersections along the corridor (data may be collected from recently completed Traffic Impact Studies when possible):
 1. US 50 & I-580
 2. US 50 / Lompa Ln
 3. US 50 / Airport Rd
 4. US 50 / E College Pkwy/ Fairview Dr
 5. US 50 / Empire Ranch Rd
 6. US 50 / E Nye Ln
 7. US 50 / Arrowhead/ N Deer Run Rd
 8. US 50 / Flint Drive
 9. US 50 / Red Rock Rd
 10. US 50 / Highlands Dr
 - Collect TRINA data from 6 permanent stations along the corridor between specific corridor limits.
 - Obtain existing signal timing/phasing data from Carson City;
 - Analyze corridor performance based on the data collected. Prepare existing conditions Level of Service (LOS) analysis for all modes of transportation using collected data.
 - Using CAMPO's Travel demand model, develop 2030 and 2050 traffic volume projections along the corridor and at major intersections.
- **Safety** – Collect available crash statistics to analyze potential safety issues and locations. Primary data elements are roadway, crash, and traffic data. Stakeholders may be aware of data that should be considered as well. The Consultant should identify any gaps in the data. The safety data collection and analysis should focus on systemic processes; spot analysis may be incorporated where appropriate. The crash analysis should focus on crash type and crash groupings. The output from the safety data analysis should include appropriate graphs, tables, and heat maps.
- **Pavement Core Samples** – *This task may be optional depending on NDOT's available data.* This task will consist of a visual pavement condition assessment, coring, subgrade soil sampling, laboratory testing, analysis and design, and draft and final pavement design memos.

Task 4 – Corridor Needs and Enhancement Analysis

- **Project Goals** – The Consultant will work with NDOT and CAMPO to develop a list of high-level goals for the corridor based on collected data. The goals should incorporate community and stakeholder input, identify needed safety enhancements, and integrate transportation and traffic operations, community and recreational needs, and environmental resources. Goals for the corridor should account for and identify the project purpose and need.
- **Operations Analysis** – Using the traffic data collected, outline possible needs for new traffic operations enhancements. This may include modifications to existing signal systems, better signal coordination, and associated ITS infrastructure.
- **Safety Analysis** – Evaluation of options to allow for the incorporation of FHWA-proven safety measures which may include:
 - Backplates with Retroreflective Borders
 - Corridor Access Management
 - Left and Right Turn Lanes at Two Way Stop-Controlled Intersections
 - Reduced Left-Turn Conflict Intersections
 - Medians and Pedestrian Crossing Islands in Urban and Suburban Areas
 - Pedestrian Hybrid Beacons
 - Leading Pedestrian Intervals
 - Walkways
- **Access Management Control** – Compare and document current access control and needs against current NDOT policy and other TRB best practices. Provide recommendations as part of the conceptual alternatives.
- **Conceptual Intersection and Roadway Enhancements** – The consultant will develop a list of intersection and roadway needs to support a broader range of corridor enhancements. Identification of the needs will support decision-making and ensure project concepts are feasible and constructible based on existing constraints. Needs and potential concepts should include:
 - Travel/auxiliary lane configurations
 - Intersection configurations
 - Safety enhancements
 - Operational/signal system upgrades and communication needs
- **Cost Analysis** – Order of magnitude cost estimates for design and construction of recommended corridor enhancements. Cost estimates will be prepared to support each alternative. The costs will focus on major bid items and project soft costs.

Task 5: Project Identification and Implementation Plan

- **Project ID and Implementation Schedule** – Identify and compile the identified needs and recommended concepts into discrete projects or project concepts. Projects and concepts should include an assessment of complexity and outline a realistic implementation schedule based on readiness and land-use changes. The Study should identify ways CAMPO and NDOT can jointly implement projects and provide enough data to easily prioritize projects through established prioritization methods.

Task 6: Report Preparation

- **Report** - Prepare a draft and final Study report including graphics and illustrations of the recommended corridor enhancements. The report will include a summary of needs, conceptual design schematics on GIS aerial photography for roadway/safety improvements, cross sections, potential right-of-way impacts, and order of magnitude planning level cost estimates, for display and discussion at a presentation at future meetings.



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: September 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Discussion Only – Discussion and presentation regarding the Carson Area Metropolitan Planning Organization’s (“CAMPO”) activities during Fiscal Year (“FY”) 2023.

Staff Summary: FY 2023 ended on June 30, 2023. Staff will present a summary of CAMPO planning activities and accomplishments during FY 2023.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Long-term planning is accomplished through activities identified in CAMPO’s Unified Planning Work Program (“UPWP”), a two-year document that covers FY 2023 and FY 2024. A summary of FY 2023 UPWP budgetary performance, accomplishment of scheduled milestones, and additional comments is provided below. Major accomplishments include:

- Adoption of a new Transportation Improvement Program for FY 2023-2026
- Development of, and public outreach for, an update to the Public Participation Plan
- Update and enhancement of Network Monitoring Report
- Completion of the East William Street Feasibility Study

Budgets: CAMPO approved one UPWP amendment during FY 2023. Amendment #1 occurred on May 10, 2023. The purpose of this amendment was to modify the funding distribution carrying forward anticipated unused FY 2023 funds to FY 2024 and to increase the overall amount of funding available for the UPWP from \$997,000 to \$1,295,075, which consists of \$1,072,531 in Consolidated Planning Grant funding, \$166,095 in other federal/local funds, and \$56,449 in required local match.

The FY 2023 budgeted amount for all UPWP Work Elements following the amendment was \$398,410.00. Tasks identified for FY 2023 in the UPWP were completed at a total cost of \$299,951.19. Savings were mostly due to staff vacancies and delaying certain milestone tasks. Four of the five Work Elements were completed under the budgeted amounts. Work Element 2.0 exceed the budget amount because of additional consultant support requested for the adoption of a new Public Participation Plan. Remaining funds will be rolled forward for use in the FY 2025 & FY 2026 UPWP.

Scheduled Milestones: The majority of the scheduled FY 2023 UPWP milestones were completed successfully or will be completed and approved by the CAMPO Board. Activity 2.3, Transit Rider Survey, was scheduled for completion in June 2023. Staff has begun development of the survey and are working with the Jump Around Carson contractor to deploy the survey. It is anticipated to be completed within this summer, 2023.

Additional Comments: Staffing changes and departures have once again resulted in delays in the execution of tasks. CAMPO is without a Transportation/Planner Analyst and a Transit Coordinator and has been without each since January 2023. Remaining staff is continuing to complete task as possible, but challenges persist related to larger program goals and accomplishments. CAMPO and Carson City are experiencing difficulties identifying, attracting, and maintaining qualified staff as we are forced to compete against increasing state wages and a competitive market in the greater Reno/Tahoe region.

The number of new or modified federal regulations resulting from federal legislation has kept us busy along with the normal managerial tasks. CAMPO staff is resilient and remain dedicated to the work despite taking on multiple roles. Staff remain committed to meeting the goals of the organization and serving the public at large. Above all, we are committed to safety. We are committed to the safety of the traveling public and will continue to prioritize projects and seek grant opportunities to improve safety. Improving safety through complete streets concepts and FHWA-proven counter safety measures is not a goal, it is a mandate to do better in reducing fatalities and severe crashes. We are confident that we can work together to successfully accomplish the tasks established in the UPWP for FY 2024.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

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

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Supporting Material

-Exhibit-1: CAMPO FY 2023 Quarter 4 & Annual UPWP Report



FY 2023 and FY 2024 Unified Planning Work Program

FY 2023 4th Quarter Progress Report: April 7, 2023 – June 30, 2023

Fiscal Year Ending: June 30, 2023

Prepared: July 19, 2023

Work Elements:

1.0 MPO Administration

2.0 Outreach and Engagement

3.0 Multimodal Planning

4.0 Transportation Performance and Asset Management

5.0 Street and Corridor Planning

Work Program Revisions

FY 2023 1st Quarter Work Program Revisions: No amendments this quarter.

FY 2023 2nd Quarter Work Program Revisions: No amendments this quarter.

FY 2023 3rd Quarter Work Program Revisions: No amendments this quarter.

FY 2023 4th Quarter Work Program Revisions: There was one amendment this quarter. An amendment to the 2-year UPWP was approved by the CAMPO board at their May 10, 2023 meeting to roll forward and update CAMPO's funding for FY 2024. CAMPO received official Notice to Proceed from NDOT on June 29, 2023, for July 1, 2023 covering all of FY 2024 and the new funding agreement. The budget amounts shown within the cost/funding summary table, below, have been revised to incorporate the approved amendment for the 2-year UPWP.

CAMPO FY 2023 and FY 2024 UPWP Cost/Funding Summary, Adopted May 11, 2022; Amended May 10, 2023.

Activity				Funding Breakdown, Overall FY 23 & FY 24				
Work Element	#	Descripti	Milestones (Excludes Ongoing/Recurring Milestones)	Estimated Completion Date	FY 2023	FY 2024	Total Cost	
1.0 MPO Administration	1.1	MPO Administration and Work Program Oversight						
	1.2	Unified Planning Work Program Oversight and Development	FY 2024/ FY 2025 Monetary Agreements	May 2023; May 2024				
	1.3	Transportation Improvement Program (TIP) Administration	FY 2025-2026 UPWP (Draft/ Final) FFY 2023-2026 TIP	May 2024 January 2023				
	1.4	Professional Development	Annual Federal Obligations Report	December 2022; December 2023				
2.0 Outreach and Engagement	2.1	MPO Representation	CAMPO's Public Participation Plan (PPP) Update*	July 2023	\$ 60,000	\$ 32,000	\$ 92,000	
	2.2	Public Participation	Transit Rider Survey	June 2023				
	2.3	Regional Transit Coordination and Engagement	Transit Non-Rider Survey	June 2024				
	2.4	Regional Consistency Review*						
3.0 Multimodal Planning	3.1	2050 Regional Transportation Plan (RTP)	RTP Modification and/or Amendment to incorporate completed planning activities and studies	March 2024	\$ 64,650	\$ 115,000	\$ 179,650	
	3.2	Transit Planning	JAC ADA Paratransit Eligibility Process	June 2024				
			JAC Fixed-Route Policy	June 2024				
			JAC Title VI Program Update	September 2022				
			CAMPO DBE Program Update	September 2022				
			FY 2022 & 2023 JAC Monitoring Report	September 2023				
	3.3	ITS Planning*	Carson Area Transportation System Management Plan	June 2023				
	3.4	Active Transportation Planning	Review of local ordinances related to e-scooter/e-bicycles	Ongoing				
			Complete Streets Design Guide and Toolbox [†]	October 2023				
			Updated CAMPO Bicycle Route Map*	June 2024				
4.0 Transportation Performance and Asset Management*	3.5	Updates to Supporting Regional Planning						
	4.1	Performance Measure Implementation and Management	Safety Performance Measure Targets	February 2023; February 2024	\$ 116,180	\$ 305,820	\$ 422,000	
			Public Transit Agency Safety Targets	December 2022; December 2023				
			Transit Asset Management Targets	October 2022; October 2023				
			Supporting NDOT's CMAQ Targets	October 2022; October 2023				
			2023 TDM Update	December 2023				
	4.2	Maintain Travel Demand Model*	Annual CAMPO Monitoring Report	September 2022; September 2023				
	4.3	Data Management, Collection, and Performance Measurement	Complete pavement survey for Lyon/Douglas County	September 2023				
	4.4	Maintain Pavement Management System	Annual performance reporting of pavement condition	July 2022; July 2023				
	4.5	Non-Motorized Asset Management	Expanded ADA inventory of narrowness barriers and ADA Transition Plan Amendment	June 2024				
	4.6	Transit Asset Management	FFY 2023-2026 JAC Transit Asset Management Plan	October 2022				
	5.0 Street and Corridor Planning**	5.1	Corridor Studies*	Participation and support for NDOT corridor planning	Ongoing	\$ 56,400	\$ 165,250	\$ 221,650
				Local Road Safety Plan	January 2024			
				US Hwy 50 Corridor Study [†]	December 2024			
5.2	Infrastructure Sustainability*	N Carson Complete Streets Feasibility Study [†]	December 2025					
		Assessment of and maps showing soil conditions within the CAMPO region	October 2023					
Total UPWP CPG/Local					\$ 398,410	\$ 730,570	\$ 1,128,980	
Total Other Federal/Local**					\$ 0	\$ 166,095	\$ 166,095	
Total 2-Year UPWP					\$ 398,410	\$ 896,665	\$ 1,295,075	

*Consultant involvement is expected; **Other funding sources; [†] Exempt from Local Match



FY 2023 Annual Summary

Budgets: CAMPO approved one amendment during the first year of the 2-year FY 2023 & FY 2024 UPWP. Amendment #1 occurred on May 10, 2023. The purpose of this amendment was to modify the funding distribution carrying forward unused FY 2023 funds to FY 2024 and to increase the overall amount of funding available for the UPWP from \$997,000 to \$1,295,075, which consists of \$1,072,531 in CPG funding, \$166,095 in other federal/local funds, and \$56,449 in required local match.

The FY 2023 budgeted amount for all UPWP Work Elements following the amendment was \$398,410.00. Tasks identified for FY 2023 in the UPWP were completed at a total cost of \$299,951.19. Savings were mostly due to staff vacancies and delaying certain milestone tasks. Four of the five Work Elements were completed under the budgeted amounts. Work Element 2.0 exceed the budget amount because of additional consultant support requested for the adoption of a new Public Participation Plan. Remaining funds will be rolled forward for use in the FY 2025 & FY 2026 UPWP.

Scheduled Milestones: The majority of the scheduled FY 2023 UPWP milestones were completed successfully or will be completed and approved by the CAMPO Board in July. Activity 2.3, Transit Rider Survey, was scheduled for completion in June 2023. Staff has begun development of the survey and we are working with the Jump Around Carson contractor to deploy the survey. It is anticipated to be completed within this summer, 2023.

Additional Comments: Staffing changes and departures have once again resulted in delays in the execution of tasks. CAMPO is without a Transportation/Planner Analyst and a Transit Coordinator and has been without each since January 2023. Remaining staff is continuing to complete tasks as possible, but challenges persist related to larger program goals and accomplishments. CAMPO and Carson City are experiencing difficulties identifying, attracting, and maintaining qualified staff as we are forced to compete against increasing state wages and a competitive market in the greater Reno/Tahoe region.

The number of new or modified federal regulations resulting from federal legislation has kept us busy along with the normal managerial tasks. CAMPO staff is resilient and remain dedicated to the work despite taking on multiple roles. We remain committed to meeting the goals of the organization and serving the public at large. Above all, we are committed to safety. We are committed to the safety of the traveling public and will continue to prioritize projects and seek grant opportunities to improve safety. Improving safety through complete streets concepts and FHWA-proven counter safety measures is not a goal, it is a mandate to do better in reducing fatalities and severe crashes. We are confident that we can work together to successfully accomplish the tasks established in the UPWP for FY 2024.



FY 2023 Q4 Activity/Progress

Work Element 1.0 MPO Administration

Quarterly Progress on Work Element Activities:

1.1 MPO Administration and Work Program Oversight

- Participation in Nevada's Planning Executive Group (PEG) meeting related to MPO management and programming.
- Supported the CAMPO Board and CAMPO monthly meetings.
- Responded to requests from the CAMPO Board.
- Prepared and reviewed reimbursement requests and associated costs.
- Administered and monitored UPWP tasks and activities.
- Prepared and submitted the FY2023 UPWP 3rd quarter invoice.
- Staff continued updates to CAMPO's web-based mapping software required for MPO administration.

1.2 Unified Planning Work Program Oversight and Development

- Executed FY 2024 monetary agreement.
- Developed and executed Amendment 1 to the UPWP.

1.3 Transportation Improvement Program (TIP) Administration

- Public outreach related to FY 23-26 TIP.
- Completed and amendment to FY 23-26 CAMPO TIP (Action 23-02).
- Began TIP amendment (Action 23-03)

1.4 Professional Development

- Attended and presented at the Nevada Transportation Conference in May.



Estimated Progress Toward Milestone(s):

Activity	Milestone	Estimated Completion Date	Estimated Progress Toward Milestone	Revised Estimated Completion Date
1.2	FY 2024/ FY 2025 Monetary Agreements	May 2023; May 2024	100% / 0%	
1.2	FY 2025-2026 UPWP (Draft/ Final)	May 2024	0%	
1.3	FFY 2023-2026 TIP	January 2023	100%	
1.3	Annual Federal Obligations Report	December 2022; December 2023	100% / 0%	

Budget Summary:

- At end of FY 2023 Q1, 82% of this Work Element budget is remaining.
- At end of FY 2023 Q2, 49% of this Work Element budget is remaining.
- At end of FY 2023 Q3, 27% of this Work Element budget is remaining.
- At end of FY 2023 Q4, 3% of this Work Element budget is remaining.

Work Element 2.0 Outreach and Engagement

Quarterly Progress Toward Benchmarks:

2.1 MPO Representation

- Participated in statewide planning activities including attendance at meetings related to emissions reduction and sustainability / resiliency, as well as various stakeholder meetings.
- Participated in field trip to Utah for the Northern Nevada Traffic Operations Center.
- Coordinated with other regional MPOs, NDOT, Carson City, Douglas County, and Lyon County.

2.2 Public Participation

- Drafted final CAMPO PPP with consultant support. Compiled survey results and released the PPP for required 45-day public comment period with notices in local newspaper and website. Approval of the plan anticipated by CAMPO in July.
- Website updates and public notice positing.

2.3 Regional Transit Coordination and Engagement

- Staff coordinated and held meeting with the Regional Transportation Stakeholder Coalition (RTSC) on June 30.



2.4 Regional Consistency Review

- Provided input on a report prepared for the Carson City Growth Management Commission related to traffic modeling.

Estimated Progress Toward Milestone(s):

Activity	Milestone	Estimated Completion Date	Estimated Progress Toward Milestone	Revised Estimated Completion Date
2.2	CAMPO's Public Participation Plan (PPP) Update	December 2022	99%	July 2023
2.3	Transit Rider Survey	June 2023	5%	August 2023
2.3	Transit Non-Rider Survey	June 2024	0%	

Budget Summary:

- At end of FY 2023 Q1, 93% of this Work Element budget is remaining.
- At end of FY 2023 Q2, 69% of this Work Element budget is remaining.
- At end of FY 2023 Q3, 41% of this Work Element budget is remaining.
- At end of FY 2023 Q4, -48% (overspent) of this Work Element budget is remaining.

Work Element 3.0 Multimodal Planning

Quarterly Progress Toward Benchmarks:

3.1 2050 Regional Transportation Plan (RTP)

- Reviewed proposed projects for consistency with RTP.

3.2 Transit Planning

- Coordinated with partner transit agencies.
- Distributed FTA funds and complied with FTA regulations.
- Reviewed and awarded CAMPO 5310 funds to Carson City JAC services.
- Released a 'Call for Projects' for the CAMPOs 5339 funding and coordinated with potential applicants on grant requirements.

3.3 ITS Planning

- Finalization of the Carson Area Transportation System Management Plan. Presentation to the CAMPO Board in July.



3.4 Active Transportation Planning

- Began review of Complete Street policy update.

3.5 Updates to Supporting Regional Planning Documents and Policies

- Assist Carson City in development and review of Electric Vehicle policies and associated fees for charging on City-owned properties.

Estimated Progress Toward Milestone(s):

Activity	Milestone	Estimated Completion Date	Estimated Progress Toward Milestone	Revised Estimated Completion Date
3.1	2050 RTP Modification/Amendment	March 2024	0%	
3.2	JAC ADA Paratransit Eligibility Process	June 2024	0%	
3.2	JAC Fixed-Route Policy	June 2024	100%	
3.2	JAC Title VI Program Update	September 2022	100%	January 2023
3.2	CAMPO DBE Program Update	September 2022	100%	
3.2	Annual JAC Monitoring Report	September 2023	10%	
3.3	Carson Area Transportation System Management Plan	June 2023	95%	July 2023
3.4	Complete Streets Design Guide and Toolbox	October 2023	0%	
3.4	Updated CAMPO Bicycle Route Map	June 2024	0%	

Budget Summary:

- At end of FY 2023 Q1, 83% of this Work Element budget is remaining.
- At end of FY 2023 Q2, 67% of this Work Element budget is remaining.
- At end of FY 2023 Q3, 60% of this Work Element budget is remaining.
- At end of FY 2023 Q4, 20% of this Work Element budget is remaining.



Work Element 4.0 Transportation Performance Management

Quarterly Progress Toward Benchmarks:

4.1 Performance Measure Implementation and Management

- Coordinated with MPOs and NDOT on performance measurement at Performance Measures Working Group meetings.
- Reviewed and commented on NDOT's performance management agreement and associated performance measures. Meetings with NDOT's consultant, Jacobs.

4.2 Maintain Travel Demand Model

- Continued TDM update with Wood Rodgers. Significant effort related to data collection occurred including providing information from Carson City, Lyon County and Douglas County related to current development and future development. Consultant has completed an updated set of TAZs based on latest census data and urban areas and is working with neighboring agencies on gateway traffic.

4.3 Data Management, Collection, and Performance Measurement

- Collected data related to safety, regional bicycle and pedestrian counts, and vehicular movements.

4.4 Maintain Pavement Management System

- No Activities this quarter.

4.5 Non-Motorized Asset Management

- No Activities this quarter.

4.6 Transit Asset Management

- No activities this quarter.



Estimated Progress Toward Milestone(s):

Activity	Milestone	Estimated Completion Date	Estimated Progress Toward Milestone	Revised Estimated Completion Date
4.1	Safety Performance Measure Targets	February 2023; February 2024	50% / 0%	
4.1	Public Transit Agency Safety Targets	December 2022; December 2023	100% / 0%	
4.1	Transit Asset Management Targets	October 2022; October 2023	100% / 0%	
4.1	Supporting NDOT's CMAQ Targets	October 2022; October 2023	100% / 0%	
4.2	2023 TDM Update	December 2023	20%	
4.3	Annual CAMPO Monitoring Report	September 2022; September 2023	100% / 0%	
4.4	Completed pavement survey for Lyon/Douglas County	September 2023	0%	June 2024
4.4	Annual performance reporting of pavement condition	July 2022; July 2023	100% / 0%	
4.5	Expanded ADA inventory of narrowness barriers and ADA Transition Plan Amendment	June 2024	10%	
4.6	FFY 2023-2026 JAC Transit Asset Management Plan	October 2022	100%	

Budget Summary:

- At end of FY 2023 Q1, 96% of this Work Element budget is remaining.
- At end of FY 2023 Q2, 91% of this Work Element budget is remaining.
- At end of FY 2023 Q3, 88% of this Work Element budget is remaining.
- At end of FY 2023 Q4, 51% of this Work Element budget is remaining.

Work Element 5.0 Street and Corridor Planning

5.1 Corridor Studies

- Coordination with NDOT related to hiring a consultant for a Local Road Safety Plan. Challenges related to the terms and conditions of the agreement, and the length of time to procure a consultant by NDOT have delayed the project to the end of 2023 or beyond. Future meetings and workshops are being scheduled.



- Executed agreement with NDOT and released RFP for the US 50 Complete Street’s Corridor Study. Released RFP for consultant support.
- Participated in a meeting related to the US 395 Southern Sierra Corridor Study.

5.2 Infrastructure Sustainability

- No Actions this quarter.

Estimated Progress Toward Milestone(s):

Activity	Milestone	Estimated Completion Date	Estimated Progress Toward Milestone	Revised Estimated Completion Date
5.1	Local Road Safety Plan	January 2024	10%	
5.1	US Hwy 50 Corridor Study	December 2024	5%	
	N. Carson Complete Streets Feasibility Study	December 2025	0%	
5.2	Assessment of and maps showing soil conditions within CAMPO region	October 2023	0%	

Budget Summary:

- At end of FY 2023 Q1, 100% of this Work Element budget is remaining.
- At end of FY 2023 Q2, 97% of this Work Element budget is remaining.
- At end of FY 2023 Q3, 91% of this Work Element budget is remaining.
- At end of FY 2023 Q4, 91% of this Work Element budget is remaining.