



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

Day: Wednesday
Date: June 8, 2016
Time: Beginning at 4:30 pm
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Carson Area Metropolitan Planning Organization (CAMPO) is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on June 6, 2016).

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

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

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

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. PUBLIC COMMENT:

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

3. APPROVAL OF MINUTES:

3.A (For Possible Action) May 11, 2016 Draft Minutes

4. PUBLIC MEETING ITEM(S):

4.A (Information only) The Nevada Department of Transportation (NDOT) Safety Engineering staff will provide a brief presentation regarding upcoming safety projects funded with state and federal funds within the CAMPO boundary.

Staff Summary: NDOT staff will provide a brief presentation on upcoming projects within the CAMPO area.

4.B (For Possible Action) To approve Contract 1516-161, for On Call Travel Demand Forecasting, to Kimley-Horn for a not to exceed amount of \$75,000, to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account in the CAMPO Fund. This is a professional services contract and therefore not suitable for public bidding pursuant to NRS 332.115 (1) (b).

Staff Summary: As part of CAMPO's Unified Planning Work Program, staff is responsible for updating and actively maintaining the regional transportation model. The proposed contract is for professional services for on-call travel demand forecasting. Associated costs are reimbursable at a rate of 95%.

4.C (For Possible Action) To approve an amendment to the CAMPO Federal Fiscal Years 2016 – 2019 Transportation Improvement Program (TIP).

Staff Summary: The proposed TIP amendment includes five new projects. The amendment adds the following new projects: the Sierra Vista Lane FLAP grant project, the addition of a new transit project, the transfer of funds to Carson City for the S. Carson Street resurfacing (Fairview Drive to U.S. 50/Spooner Junction), a micro surfacing and patching project for S. Carson Street (Fairview Drive to Overland Street), and landscape and entry sign improvements at the museum entry on Carson Street.

4.D (Information only) Information on the development of CAMPO's Federal Fiscal Year (FFY) 2017 – 2019 Disadvantaged Business Enterprise (DBE) Goal.

Staff Summary: Staff will provide a brief update on the status of the federally required DBE Goal and methodology, which must be developed every three years. Staff will bring the proposed goal to the Board for final approval at the July 8th meeting.

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

Future Agenda Items: Discussion and overview of matters which may be included on future agendas **(Information only)**.

6. BOARD COMMENTS:

Status reports and comments from the members of the CAMPO Board **(Information only)**.

7. PUBLIC COMMENT:

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

8. ADJOURNMENT: For Possible Action

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, July 13, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, June 2, 2016, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Planning Division, 108 E. Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

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

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

City Website: www.carson.org/agendas

State Website: <https://notice.nv.gov>

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A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 4:30 p.m. on Wednesday, May 11, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Ray Fierro
Vice Chairperson Jon Erb
Member Brad Bonkowski
Member Mark Kimbrough
Member Jim Smolenski
Member Jack Zenteno

STAFF: Darren Schulz, Public Works Department Director
Patrick Pittenger, Transportation Manager
Dirk Goering, Transportation Planner
Jason Woodbury, District Attorney
Kathleen King, Chief 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 Recording Secretaries Division of the Carson City Clerk's Office, during regular business hours.

1. CALL TO ORDER AND ROLL CALL (4:30:35) - Chairperson Fierro called the meeting to order at 4:30 p.m. Ms. King called the roll; a quorum was present. Member Crowell and Ex-Officio Member Rosenberg were absent. Member Kimbrough arrived at 4:38 p.m.

2. PUBLIC COMMENT (4:32:51) - Chairperson Fierro entertained public comment; however, none was forthcoming.

3. ACTION ON APPROVAL OF MINUTES - March 9, 2016 and April 13, 2016 (4:33:31) - Chairperson Fierro entertained a motion. **Member Bonkowski moved to approve the March 9, 2016 minutes, as presented. Member Smolenski seconded the motion. Motion carried 5-0. Member Bonkowski moved to approve the April 13, 2016 minutes, as presented. Member Smolenski seconded the motion. Motion carried 5-0.**

4. PUBLIC MEETING ITEMS

4(A) POSSIBLE ACTION TO APPROVE THE FY 2017 - 18 UNIFIED PLANNING WORK PROGRAM (4:35:26) - Chairperson Fierro introduced this item, and read the Staff Summary into the record. Mr. Goering reviewed the agenda materials. Chairperson Fierro entertained questions of the CAMPO members and, when none were forthcoming, a motion. **Member Bonkowski moved to approve the FY 2017 - 18 Unified Planning Work Program. Vice Chairperson Erb seconded the motion.** Chairperson Fierro entertained public comment and, when none was forthcoming, called for a vote on the pending motion.

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RESULT:	Approved [5 - 0]
MOVER:	Member Brad Bonkowski
SECOND:	Vice Chair Jon Erb
AYES:	Member Bonkowski, Vice Chair Erb, Members Smolenski, Zenteno, Chair Fierro
NAYS:	None
ABSENT:	Members Crowell and Kimbrough
ABSTAIN:	None

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS; FUTURE AGENDA ITEMS (4:37:42) - Chairperson Fierro introduced this item, and Mr. Pittenger reviewed the tentative agenda for the June meeting. Member Kimbrough arrived at 4:38 p.m.

6. CAMPO MEMBER COMMENTS (4:38:51) - Chairperson Fierro entertained CAMPO member comments; however, none were forthcoming.

7. PUBLIC COMMENT (4:39:13) - Chairperson Fierro entertained public comment; however, none was forthcoming.

8. ACTION ON ADJOURNMENT (4:39:23) - Member Smolenski moved to adjourn the meeting at 4:39 p.m. The meeting adjourned by mutual consent.

The Minutes of the May 11, 2016 Carson Area Metropolitan Planning Organization meeting are so approved this ____ day of June, 2016.

RAY FIERRO, Chair



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization

Meeting Date: June 8, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (Information only) The Nevada Department of Transportation (NDOT) Safety Engineering staff will provide a brief presentation regarding upcoming safety projects funded with state and federal funds within the CAMPO boundary.

Staff Summary: NDOT staff will provide a brief presentation on upcoming projects within the CAMPO area.

Agenda Action: None

Time Requested: 15 minutes

Proposed Motion - N/A

Background/Issues & Analysis - N/A

Applicable Statute, Code, Policy, Rule or Regulation

Title 23 CFR 450.314 and 420

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives - N/A

Supporting Material - N/A

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



STAFF REPORT

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

Meeting Date: June 8, 2016

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve Contract 1516-161, for On Call Travel Demand Forecasting, to Kimley-Horn for a not to exceed amount of \$75,000, to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account in the CAMPO Fund. This is a professional services contract and therefore not suitable for public bidding pursuant to NRS 332.115 (1) (b).

Staff Summary: As part of CAMPO's Unified Planning Work Program, staff is responsible for updating and actively maintaining the regional transportation model. The proposed contract is for professional services for on-call travel demand forecasting. Associated costs are reimbursable at a rate of 95%.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract 1516-161 On Call Travel Demand Forecasting to Kimley-Horn for a not to exceed amount of \$75,000 to be funded from the CAMPO/Unified Planning Work Program.

Background/Issues & Analysis

Pursuant to NRS 332.115(1) (b): Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332.115 (1) (b)

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: CAMPO/Unified Planning Work Program Account / 245-3028-431.12-01

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the above account will have a net decrease of \$3,750. The \$3,750 cost to CAMPO over the two year contract is the required 5% local match for the total contract amount of \$75,000.

Alternatives - N/A

Supporting Material

-Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-161

Title: On Call Travel Demand Forecasting

THIS CONTRACT made and entered into this 8th day of June, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc. hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

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

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

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1516-161** (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 approved by the Carson Area Metropolitan Planning Organization.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

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

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

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

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

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

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

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

2.7.2 *Cost Accounting and Audits:*

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

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

2.7.3.1 *In connection with the performance of work or SERVICES under this Contract, **CONSULTANT** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to*

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employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.

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

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

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

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from June 9, 2016, to June 30, 2018, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other

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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:

Molly O'Brien, Project Manager
Kimley- Horn and Associates, Inc.
5370 Kietzke Lane, Suite 201
Reno, NV 89511
775-200-1979
Email: molly.obrien@kimley-horn.com

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. **COMPENSATION:**

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Seventy Five Thousand Dollars and 00/100 (\$75,000.00), and hereinafter referred to as "Contract Sum".

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

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

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

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

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

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6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

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qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

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PROPRIETARY INFORMATION).

7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, 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

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to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

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

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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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

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 3, 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.

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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 3, 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 3, 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**.

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 Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

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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:

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.

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16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

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Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

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

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

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

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

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

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

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

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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. 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.

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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

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, 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: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

Funding Source: 245-3028-431.12-01

By: _____

Dated _____

PROJECT CONTACT PERSON:

Dirk Goering, Project Manager
Telephone: 775-283-7431

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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: Molly O'Brien

TITLE: Project Manager

FIRM: Kimley-Horn and Associates

CARSON CITY BUSINESS LICENSE #: n/a as no work will be performed in Carson City

Address: 5370 Kietzke Lane, Suite 201

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-200-1979

E-mail Address: molly.obrien@kimley-horn.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

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CONTRACT ACCEPTANCE AND EXECUTION:

The Carson Area Metropolitan Planning Organization for Carson City, Nevada at their publicly noticed meeting of June 8, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-161** and titled On Call Travel Demand Forecasting. Further, the Carson Area Metropolitan Planning Organization authorizes the Chairperson of the Carson Area Metropolitan Planning Organization, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

Ray Fierro, CHAIRPERSON

DATED this 8th day of June, 2016.

ATTEST:

Kathleen King, CLERK-RECORDER

DATED this 8th day of June, 2016.

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SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

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

SCOPE OF SERVICES FOR ON-CALL TRAVEL DEMAND FORECASTING

Kimley-Horn and Associates, Inc. (“CONSULTANT”) is pleased to submit this letter agreement (the “Agreement”) to Carson City (“CITY”) for providing professional transportation planning services for updating the Carson City Travel Demand Model and Travel Demand Model Maintenance and Support Activities.

Project Understanding

The CONSULTANT understands that the CITY would like the CONSULTANT to provide professional transportation planning services for updating the Carson City Travel Demand Model and Travel Demand Model Maintenance and Support Activities. As requested, our proposal outlines the types of services that we could provide under this on-call contract.

Since this is an on-call contract, a scope of work and budget will be prepared for each task desired by the CITY and will be agreed to by the CITY and the CONSULTANT prior to its execution. Our hourly billing rates for these services are attached. As task orders are identified, the CONSULTANT will use our then-current rates for the individuals assigned to the task. The CONSULTANT understands that the on-call contract will cover services between June 9, 2016 and June 30, 2018.

Scope of Services

The CONSULTANT understands that this on-call contract could include the following types of professional services relating to updating the Travel Demand Model and providing Travel Demand Model Maintenance and Support Activities:

- Converting scripts and data files as necessary to run in the now-current Version 7 of TransCAD.
- Reconciliation of 5 to 10 highway networks to a common set of node and link IDs into a common “master network.”
- Maintenance of the CAMPO Travel Demand Model including updates to model inputs (land use forecasts, roadway networks, traffic counts, etc.)
- Preparing travel demand forecasts for alternate land use scenarios and/or alternative roadway improvement scenarios.
- Preparing model outputs for presentations such as volume and level of service plots from model runs.
- Preparing model outputs to include travel times, including the reproduction of travel time performance measures from the CAMPO 2040 Regional Transportation Plan.
- Conducting special model runs such as select-link and select-zone analyses.
- Conducting traffic analyses based on travel forecasts, such as intersection level of service analyses.

- Preparing reports and presentations.
- Attending meetings.

Information Provided By the CITY

We shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by the CONSULTANT during the project, including but not limited to the following:

- Current TransCAD Model
- Current TransCAD Model documentation

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule for each task identified for this on-call.

Fee and Expenses

The CONSULTANT will perform our services on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Update Travel Demand Model	\$45,000.00
Task 2 Model Maintenance and Support Activities	<u>\$30,000.00</u>
Maximum Labor Fee	\$75,000.00

The CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. The CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and the CONSULTANT project number.

RATE SCHEDULE

SUPPORT STAFF	\$80.00 - \$100.00/hour
TECHNICAL SUPPORT	\$105.00 - \$125.00/hour
SENIOR TECHNICAL SUPPORT	\$130.00 - \$155.00/hour
PROFESSIONAL	\$115.00 - \$160.00/hour
SENIOR PROFESSIONAL	\$175.00 - \$225.00/hour
PRINCIPAL	\$220.00 - \$250.00/hour



STAFF REPORT

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

Meeting Date: June 8, 2016

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: **(For Possible Action)** To approve an amendment to the CAMPO Federal Fiscal Years 2016 – 2019 Transportation Improvement Program (TIP).

Staff Summary: The proposed TIP amendment includes five new projects. The amendment adds the following new projects: the Sierra Vista Lane FLAP grant project, the addition of a new transit project, the transfer of funds to Carson City for the S. Carson Street resurfacing (Fairview Drive to U.S. 50/Spooner Junction), a micro surfacing and patching project for S. Carson Street (Fairview Drive to Overland Street), and landscape and entry sign improvements at the museum entry on Carson Street.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the proposed amendment to the CAMPO Federal Fiscal Years 2016 – 2019 Transportation Improvement Program (TIP).

Background/Issues & Analysis

As required, a 30-day public comment period for review of the proposed program has been completed. The 30-day public comment period opened on April 17, 2016 and closed on May 17, 2016. Additionally, a public information meeting was held on April 19, 2016. No comments were received.

Applicable Statute, Code, Policy, Rule or Regulation – N/A

Financial Information – N/A

Alternatives – N/A

Supporting Material – Project descriptions for the five new projects

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

ALL Transportation Improvement Program, 16-04 Amendment 2016-2020

1 Projects Listed

State TIP ID	CC20160004	MPO/TIP	CAMPO 16-04	Local ID		Total Cost	\$4,754,790
Lead Agency	Carson Area MPO	Contact	Dirk Goering (775) 283-7431	NDOT	District 2	County	CARSON CITY
Project Type	Rd Recons/Rehab/Resurf	Air Quality		TCM		Construction	2018 start
Project Name	Sierra Vista Lane FLAP Grant						
Project Limits	From Pinion Hills to Rio Vista Lane of Distance (mile) 2.5						
Description	The project will reconstruct a 2.5 mile portion of Sierra Vista Lane and provide improved parking areas with way finding signs to improve recreational access for visitors to Federal lands. The Sierra Vista Lane transportation facility provides access to two recreational destinations, the Carson River and the Pine Nut Mountains.						

Phase	Fund Source	Prior	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Total
PE	FHWA FLAP	-	-	\$415,790	-	-	-	-	\$415,790
PE	Local Fund	-	-	\$100,000	-	-	-	-	\$100,000
Total Preliminary Engineering		-	-	\$515,790	-	-	-	-	\$515,790
CON	FHWA FLAP	-	-	-	\$4,101,838	-	-	-	\$4,101,838
CON	Local Fund	-	-	-	\$137,162	-	-	-	\$137,162
Total Construction		-	-	-	\$4,239,000	-	-	-	\$4,239,000
Total Programmed		-	-	\$515,790	\$4,239,000	-	-	-	\$4,754,790



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
16-04 Amendment 2016-2020	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

ALL Transportation Improvement Program, 16-04 Amendment 2016-2020

1 Projects Listed

<i>State TIP ID</i>	CC20160016	<i>MPO/TIP</i>	CAMPO 16-04	<i>Local ID</i>		<i>Total Cost</i>	\$100,000
<i>Lead Agency</i>	Carson City	<i>Contact</i>	Graham Dollarhide (775)283-7583	<i>NDOT</i>	District 2	<i>County</i>	CARSON CITY
<i>Project Type</i>	Transit-Capital & Rehab	<i>Air Quality</i>		<i>TCM</i>		<i>Construction</i>	N/A
<i>Project Name</i>	Transit operations facility						
<i>Project Limits</i>	Nearest Crossstreet: Butti Way						
<i>Description</i>	The project will retrofit the former animal shelter in order to house the Jump Around Carson (JAC) transit operations. The facility will become the main office for JAC, as well as the vehicle fleet yard where all JAC buses will be kept when not in transit service.						

Phase	Fund Source	Prior	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Total
OTHER	FTA 5307 Sm Urb Capital	\$80,000	-	-	-	-	-	-	\$80,000
OTHER	Local Fund	\$20,000	-	-	-	-	-	-	\$20,000
	<i>Total Other</i>	\$100,000	-	-	-	-	-	-	\$100,000
	<i>Total Programmed</i>	\$100,000	-	-	-	-	-	-	\$100,000

*Map Has Not Been Marked

Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
16-04 Amendment 2016-2020	Pending	Pending	Pending	N/A

Current Change Reason

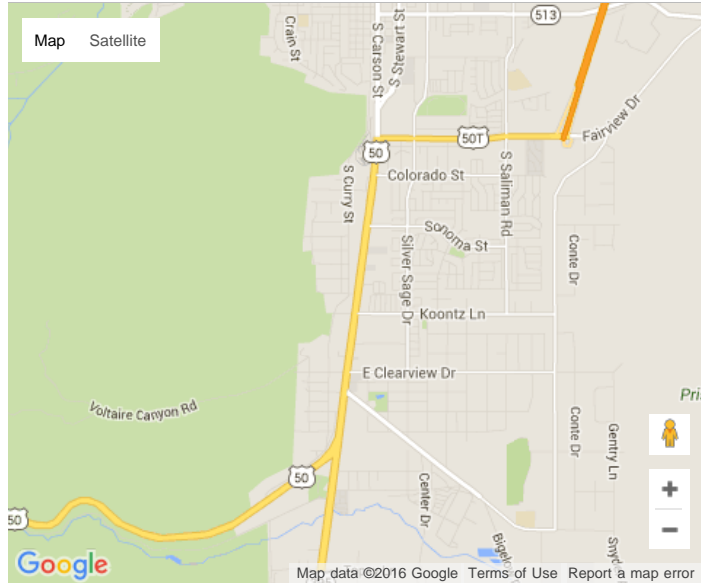
SCHEDULE / FUNDING / SCOPE - New Project

ALL Transportation Improvement Program, 16-04 Amendment 2016-2020

1 Projects Listed

<i>State TIP ID</i>	CC20150012	<i>MPO/TIP</i>	CAMPO 16-04	<i>Local ID</i>	NDOT012	<i>Total Cost</i>	\$5,215,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Steve Bird (775)888-7591	<i>NDOT</i>	District 2	<i>County</i>	CARSON CITY
<i>Project Type</i>	Rd Recons/Rehab/Resurf	<i>Air Quality</i>	Exempt	<i>TCM</i>		<i>Construction</i>	2016 start
<i>Project Name</i>	Carson Street Resurfacing						
<i>Project Limits</i>	From Fairview to US 50 Intersection of Distance (mile) 1.99 Milepost begins at .56 ends at 2.55						
<i>Description</i>	Coldmill with plantmix bituminous surface with open graded surface						

Phase	Fund Source	Prior	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Total
PE	STP 5K-200K	\$204,250	-	-	-	-	-	-	\$204,250
PE	State Match - Nv	\$10,750	-	-	-	-	-	-	\$10,750
<i>Total Preliminary Engineering</i>		\$215,000	-	-	-	-	-	-	\$215,000
CON	State Gas Tax	-	\$5,000,000	-	-	-	-	-	\$5,000,000
<i>Total Construction</i>		-	\$5,000,000	-	-	-	-	-	\$5,000,000
Total Programmed		\$215,000	\$5,000,000	-	-	-	-	-	\$5,215,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
16-04 Amendment 2016-2020	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Change in a public funding category with no change in the priority of a project in the STIP/RTIP.

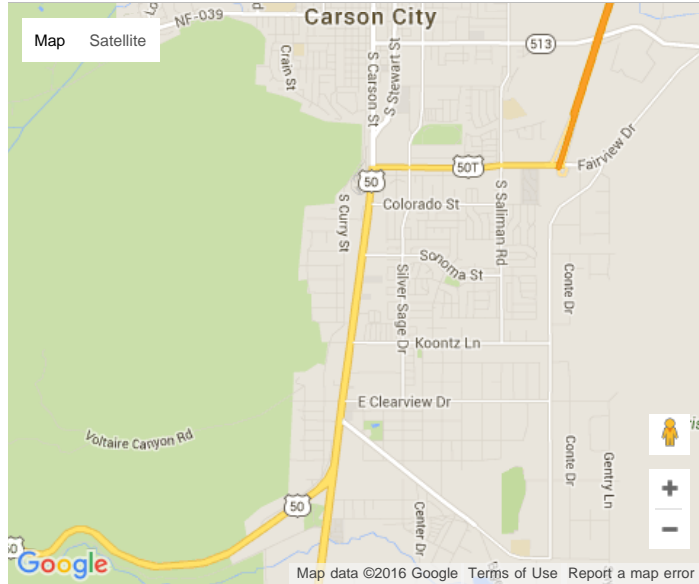
Funding Change(s):
Total project cost stays the same \$5,215,000

ALL Transportation Improvement Program, 16-04 Amendment 2016-2020

1 Projects Listed

<i>State TIP ID</i>	CC20160015	<i>MPO/TIP</i>	CAMPO 16-04	<i>Local ID</i>		<i>Total Cost</i>	\$1,426,644
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Steve Bird (775)888-7591	<i>NDOT</i>	District 2	<i>County</i>	CARSON CITY
<i>Project Type</i>	Rd Recons/Rehab/Resurf	<i>Air Quality</i>		<i>TCM</i>		<i>Construction</i>	2016 start
<i>Project Name</i>	SR 529 Micro Surface and Patching South Carson Street						
<i>Project Limits</i>	From Overland Street to Fairview Drive of Distance (mile) 1.61 Milepost begins at .38 ends at 1.99						
<i>Description</i>	Micro surface, patching and pedestrian improvements						

Phase	Fund Source	Prior	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Total
CON	Local Fund	-	\$6,707	-	-	-	-	-	\$6,707
CON	State Gas Tax	-	\$1,419,937	-	-	-	-	-	\$1,419,937
Total Construction		-	\$1,426,644	-	-	-	-	-	\$1,426,644
Total Programmed		-	\$1,426,644	-	-	-	-	-	\$1,426,644



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
16-04 Amendment 2016-2020	Pending	Pending	Pending	N/A

Current Change Reason

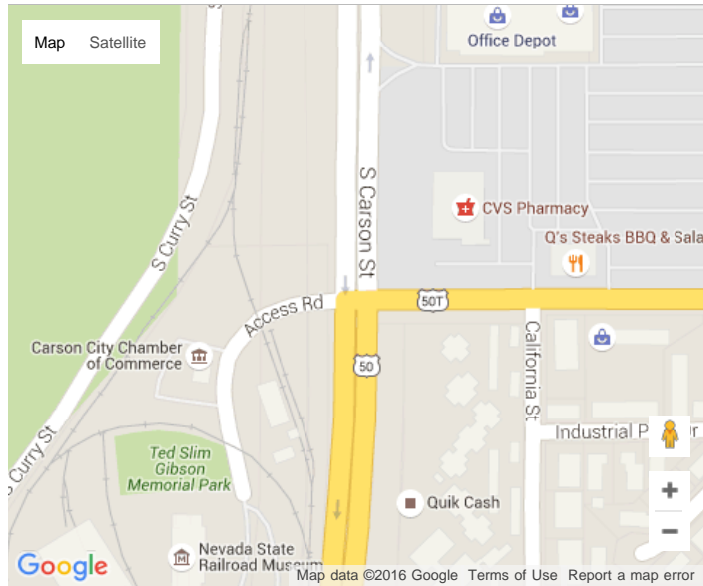
SCHEDULE / FUNDING / SCOPE - New Project

ALL Transportation Improvement Program, 16-04 Amendment 2016-2020

1 Projects Listed

<i>State TIP ID</i>	CC20150002	<i>MPO/TIP</i>	CAMPO 16-04	<i>Local ID</i>	NSRM002	<i>Total Cost</i>	\$67,000
<i>Lead Agency</i>	Carson City	<i>Contact</i>	Dirk Goering (775) 283-7431	<i>NDOT</i>	District 2	<i>County</i>	CARSON CITY
<i>Project Type</i>	Other Misc.	<i>Air Quality</i>	Exempt	<i>TCM</i>		<i>Construction</i>	2016 start
<i>Project Name</i>	Nevada Dept. of Cultural Affairs - Division of Museums and History - Landscape & Entry Sign Improvements						
<i>Project Limits</i>	Nearest Crossstreet: Carson Street						
<i>Description</i>	Landscape & entry sign improvements at the museum entry on Carson Street						

Phase	Fund Source	Prior	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Total
CON	Local Fund	-	\$12,000	-	-	-	-	-	\$12,000
CON	TAP FLEX STBG	-	\$55,000	-	-	-	-	-	\$55,000
<i>Total Construction</i>		-	\$67,000	-	-	-	-	-	\$67,000
Total Programmed		-	\$67,000	-	-	-	-	-	\$67,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
16-04 Amendment 2016-2020	Pending	Pending	Pending	N/A

Current Change Reason

Complete project

Funding Change(s):

Total project cost stays the same \$67,000



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization **Meeting Date:** June 8, 2016

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (Information only) Information on the development of CAMPO's Federal Fiscal Year (FFY) 2017 – 2019 Disadvantaged Business Enterprise (DBE) Goal.

Staff Summary: Staff will provide a brief update on the status of the federally required DBE Goal and methodology, which must be developed every three years. Staff will bring the proposed goal to the Board for final approval at the July 8th meeting.

Agenda Action: Other/Presentation

Time Requested: 10 minutes

Proposed Motion - N/A

Background/Issues & Analysis –The document will establish a goal in the form of a percentage of Federal Transit Administration (FTA) funds that should be expended on DBEs between 2017-2019, excluding funds used to purchase transit vehicles. A 30-day public comment period was initiated on May 24, 2016, and any comments received will be summarized and included in the final document.

Applicable Statute, Code, Policy, Rule or Regulation - 49 C.F.R. 26

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives – N/A

Supporting Material