



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

Day: Wednesday
Date: August 12, 2020
Time: Beginning at 4:30 pm
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

NOTICE TO PUBLIC: The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will NOT have a physical location open to the public until such time this Directive is removed.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the CAMPO meeting at:

<https://www.carson.org/transparency/meeting-agendas-minutes-and-recordings>

The public may provide public comment in advance of a meeting by written submission to the following email address: Comments@CarsonAreaMPO.com. 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.

Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda, via telephonic appearance by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment.

To join by telephone, you must dial the following number: +1-408-418-9388 (Meeting ID: 146 024 4596).

To videoconference, you must have access to an Internet connection and a computer equipped with a camera and microphone with which you can join a meeting at the following link:

<https://carsoncity.webex.com/carsoncity/onstage/g.php?MTID=e02f5be0b84af047f18c073c2eca7f42e>

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 via video conference or telephonic appearance, or who wish to make written submissions to CAMPO. If special arrangements for the meeting are necessary, please notify CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance of the meeting.

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

1. ROLL CALL AND DETERMINATION OF A QUORUM

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

3. DISCLOSURES: Any member of the 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 must also be made at such time the specific agenda item is introduced.

4. 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. 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.

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the July 8, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action – Discussion and possible action regarding Contract No. 19300159, Carson Area Transportation System Management Plan (CATSMP), with Kimley-Horn and Associates for a not to exceed amount of \$573,960, through December 31, 2021, to be funded from an agreement with the Nevada Department of Transportation (NDOT).

Staff Summary: The CATSMP is a technical planning document that will establish operations and management objectives to improve the performance of the transportation system in the CAMPO region. The CATSMP consists of four main tasks: Asset Management Planning, Performance Measurements, Traffic Signal System Optimization, and a Final Report. Decision-making will be supported by a technical advisory committee consisting of representatives from each of the partner jurisdictions and the Nevada Department of Transportation (NDOT). Kimley-Horn and Associates will assist CAMPO staff in the management and development of the CATSMP. The analyses conducted through this contract will take approximately sixteen months to complete.

6-B For Possible Action – Discussion and possible action regarding, and authorization for the CAMPO Chair to sign, the Carson Area Metropolitan Planning Organization and Carson City Regional Transportation Commission joint Title VI Plan and CAMPO’s required assurances.

Staff Summary: The Title VI Plan is designed to aid the Nevada Department of Transportation (NDOT) Civil Rights Office in its ability to provide oversight and ensure CAMPO, as a sub recipient, is in compliance with Title VI requirements.

6-C For Discussion Only – Presentation and discussion on ongoing public outreach and development of CAMPO’s 2050 Regional Transportation Plan (RTP).

Staff Summary: Staff will provide an informational update on the ongoing development of the 2050 RTP.

7. BOARD COMMENTS: For Information Only – Status reports and comments from the members of the CAMPO Board.

8. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, September 9, 2020, at the Sierra Room – Carson City Community Center, 851 East William Street.

9. 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. 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.

10. ADJOURNMENT: For Possible Action

****PUBLIC COMMENT LIMITATIONS - Although CAMPO often provides an opportunity for additional public comment during each specific item designated for possible action on the agenda, public comment will be temporarily limited to the beginning of the agenda before any action is taken and again at the end before adjournment. This policy will remain effective during the period of time the State of Nevada is under a State of Emergency as declared by the Governor due to the COVID-19 pandemic, and is intended to achieve the efficient conduct of meetings while facilitating public participation via videoconference and telephonic means.**

NOTICE TO PUBLIC: In accordance with the Governor’s Emergency Declaration Directive 006 suspending state law provisions requiring the posting of public meeting agendas at physical locations, this agenda was posted electronically at the following Internet websites:

This notice has been posted at the following locations:

www.carson.org/agendas
<http://notice.nv.gov>

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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 8, 2020 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Mark Kimbrough
Vice Chairperson Greg Stedfield
Member Lori Bagwell
Member Brad Bonkowski
Member Jon Erb (via WebEx)
Member Bob Hastings (via WebEx)
Member Chas Macquarie (via WebEx)
Ex-Officio Member Sondra Rosenberg (via WebEx)

STAFF: Darren Schulz, Public Works Director
Dan Stucky, Public Works Deputy Director
Lucia Maloney, Transportation Manager (via WebEx)
Todd Reese, Deputy District Attorney (Via WebEx)
Dirk Goering, Senior Transportation Planner
Chris Martinovich, Transportation/Traffic Engineer
Kelly Norman, Transportation Planner/Analyst
Tamar Warren, Senior Public Meetings 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.

1. ROLL CALL AND DETERMINATION OF A QUORUM

(4:30:44) – Chairperson Kimbrough called the meeting to order at 4:30 p.m. and read into the record the *Notice to the Public* incorporated into the agenda outlining the temporary public comment guidelines established during the Governor's COVID 19 Emergency Directive. Roll was called, and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(4:32:07) – Mr. Goering noted that there were no changes to the agenda.

3. DISCLOSURES

(4:32:12) – There were no disclosures from the members.

4. PUBLIC COMMENT

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(4:32:27) – Chairperson Kimbrough entertained public comments; however, none were forthcoming.

5. APPROVAL OF MINUTES

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE JUNE 10, 2020 DRAFT MINUTES.

(4:32:35) – Chairperson Kimbrough introduced the item and entertained corrections, comments, or a motion.

(4:32:37) – Member Bonkowski moved to approve the minutes of the CAMPO June 10, 2020 meeting as presented. The motion was seconded by Vice Chair Stedfield. The motion carried 7-0-0.

6. PUBLIC MEETING ITEM(S):

6-A FOR INFORMATION ONLY – STAFF FROM THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) WILL PROVIDE A PRESENTATION ON THE ONE NEVADA TRANSPORTATION PLAN.

(4:32:56) – Chairperson Kimbrough introduced the item. Ms. Maloney introduced Nevada Department of Transportation (NDOT) Senior Transportation Planner Kevin Verre, who narrated Via WebEx a PowerPoint presentation, incorporated into the record. Mr. Verre and Ex-Officio Member Rosenberg responded to questions of clarification, and discussion followed. Mr. Goering outlined the process used and the effectiveness of communicating with NDOT. No action was required for this item.

6-B FOR INFORMATION ONLY – PRESENTATION AND DISCUSSION OF SURVEY RESULTS COLLECTED TO INFORM DEVELOPMENT OF CAMPO’S 2050 REGIONAL TRANSPORTATION PLAN (RTP).

(4:53:12) – Chairperson Kimbrough introduced the item. Ms. Norman reviewed the survey methodology and presented the results, incorporated into the record. She stated that the survey had been conducted between April 28, 2020 and June 9, 2020, noting that one was also done in Spanish. Ms. Norman responded to clarifying questions and invited the CAMPO members to upcoming virtual workshops scheduled for Tuesday, July 14, 2020 and Wednesday, July 15, 2020. This item required no action.

7. BOARD COMMENTS: FOR INFORMATION ONLY

(5:07:07) – Chairperson Kimbrough entertained member comments. Ms. Maloney updated the members on a recent Transportation Open House in the Carson City Community Center, calling it “semi-poorly attended;” however, she was appreciative of the key stakeholders who had attended and had provided input. Ms. Maloney also thanked Staff for their work on the open house and reiterated the invitation to the aforementioned virtual workshops announced by Ms. Norman.

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(8:08:20) – Ex-Officio Member Rosenberg invited the public to comment on NDOT’s transportation projects including the 2021 Work Program document and the 2021-2024 Statewide Transportation Improvement Program. Ms. Maloney clarified for Member Macquarie that Tuesday’s virtual workshop will focus on Capital Improvement Projects whereas the focus on Wednesday would be on non-motorized projects.

8. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, AUGUST 12, 2020, AT THE SIERRA ROOM – CARSON CITY COMMUNITY CENTER, 851 EAST WILLIAM STREET.

(5:10:11) – Chairperson Kimbrough read the agenda item into the record.

9. PUBLIC COMMENT

(5:10:20) – Chairperson Kimbrough entertained public comments; however, none were forthcoming.

10. ADJOURNMENT: FOR POSSIBLE ACTION

(5:10:26) – Chairperson Kimbrough adjourned the meeting at 5:10 p.m.

The Minutes of the July 8, 2020 Carson Area Metropolitan Planning Organization meeting are so approved this 12th day of August, 2020.

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STAFF REPORT

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

Meeting Date: August 12, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 19300159, Carson Area Transportation System Management Plan (CATSMP), with Kimley-Horn and Associates for a not to exceed amount of \$573,960, through December 31, 2021, to be funded from an agreement with the Nevada Department of Transportation (NDOT).

Staff Summary: The CATSMP is a technical planning document that will establish operations and management objectives to improve the performance of the transportation system in the CAMPO region. The CATSMP consists of four main tasks: Asset Management Planning, Performance Measurements, Traffic Signal System Optimization, and a Final Report. Decision-making will be supported by a technical advisory committee consisting of representatives from each of the partner jurisdictions and the Nevada Department of Transportation (NDOT). Kimley-Horn and Associates will assist CAMPO staff in the management and development of the CATSMP. The analyses conducted through this contract will take approximately sixteen months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the contract as presented.

Previous Action

Cooperative Agreement P301-19-804 for the development of a Transportation System Management Plan between CAMPO and the Nevada Department of Transportation was approved at the July 10, 2019 CAMPO Board Meeting for a total amount of \$684,211.00.

Background/Issues & Analysis

The primary purpose of the CATSMP is to establish commonly held operations and management objectives and serve as an asset management plan that results in improved transportation system performance. Carson City currently provides technical services for operations and maintenance of traffic control systems in Carson City, Douglas, Lyon, and Storey counties through existing agreements. The CATSMP will guide local jurisdictions, staff, and the Nevada Department of Transportation (NDOT) to make transparent and performance-based investments in traffic control and in ITS infrastructure, as well as to equip staff to manage and operate the transportation system efficiently and effectively. The Plan will help guide the City's asset management program for transportation infrastructure with the goal of improving the efficiency and reliability of the transportation system. It will also provide guidance

for making strategic life cycle cost and investment decisions related to future infrastructure that will manage system demand and usage.

The CATSMP consists of three main tasks in addition to project management and final report creation:

- Task 3.1: Asset Management Planning
- Task 3.2: Performance Measures and Benchmarks
- Task 3.3: Traffic Signal System Operation

Each project task is related to the outcome of previous tasks. Because of this dependency, Task 3.1 to Task 3.3 will be authorized individually by Staff as the project progresses with scope modifications made to reflect the current status of the project.

The Request for Qualifications was published in the Reno Gazette Journal and on Carson City’s website on March 10, 2020. Two proposals were received. The Review and Selection Committee selected Kimley-Horn and Associates to recommend to CAMPO. The project will be managed by CAMPO staff. CAMPO staff time required for management of the project will be reimbursable as outlined in the existing funding agreement. If approved, the project will be initiated and is anticipated to be completed within approximately sixteen months.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project G302820002, CAMPO Grants Account / 2453028-501210

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, the above account will have a net decrease of \$573,960. Cooperative Agreement P301-19-804 is fully funded with federal funding and state gas tax revenue, with no local match required by either CAMPO or the local jurisdictions for this project.

Supporting Material

-Exhibit-1: Contract No. 19300159

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300159

Title: Carson Area Transportation System Management Plan (CATSMP)

THIS CONTRACT made and entered into this _____ day of _____, 2020, 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 X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 19300159** (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, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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 three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from August 17, 2020, subject to Carson Area Metropolitan Planning Organization approval (anticipated to be August 12, 2020) to December 31, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

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

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

Molly O'Brien, Vice President
Kimley-Horn and Associates, Inc.
5370 Kietzke Lane, Suite 100
Reno, NV 89511
775-200-1979
Molly.obrien@kimley-horn.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 Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Five Hundred Seventy Six Thousand Nine Hundred Sixty Dollars and 00/100 (\$576,960.00), and hereinafter referred to as "Contract Sum".

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

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

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

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

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

6. TIMELINESS OF BILLING SUBMISSION:

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

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

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

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

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

7.6 Notice of Termination:

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

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

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

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

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

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

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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.

11.6 Notwithstanding any provisions to the contrary, the indemnification, defense, and hold harmless obligations of CONSULTANT are subject to NRS 338.155, including imposing the obligations and limitations of NRS 338.155(d), (e), (f), and (g) on CONSULTANT and CITY.

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.

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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

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13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

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

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

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

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

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

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

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

23. LOBBYING:

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

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

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

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

24. GENERAL WARRANTY:

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

25. PROPER AUTHORITY:

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

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

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the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

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

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson Area Metropolitan Planning Organization. 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
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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

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 2453028 501210
Project# G302820002

By: _____

Dated _____

PROJECT CONTACT PERSON:

Chris Martinovich, Project Manager
Telephone: 775-283-7367

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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: Vice President

FIRM: Kimley-Horn and Associates, Inc.

CARSON CITY BUSINESS LICENSE #: BL-004242-2020

Address: 5370 Kietzke Lane, Suite 100

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

Telephone: 775-200-1979

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

(Signature of Consultant)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300159

Title: Carson Area Transportation System Management Plan (CATSMP)

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson Area Metropolitan Planning Organization for Carson City, Nevada at their publicly noticed meeting of August 12, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300159**. Further, authorizes the Chairperson of the Carson Area Metropolitan Planning Organization for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

Mark Kimbrough, CHAIRPERSON

DATED this 12th day of August 2020.

ATTEST:

Aubrey Rowlatt, CLERK-RECORDER

DATED this 12th day of August 2020.

SCOPE FOR CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) FY20/FY21 CARSON AREA TRANSPORTATION SYSTEM MANAGEMENT PLAN (CATSMP)

This Scope of Work encompasses a general framework of tasks to be completed for the project. Elements of individual project tasks are dependent on the outcomes of previous tasks. Because of this dependency, some tasks will be authorized individually as the project progresses. Additional refinement of the scope and fee for each specific task will be negotiated based the framework provided. The overall contract total of all tasks shall not exceed the amount approved with this Scope of Work. The individual tasks are as follows:

TASK 1. Project Management and Coordination

The Consultant will be responsible for the management of the project, including:

- Attendance, coordination, and preparation of an agenda and meeting notes for the project kick-off meeting. This meeting will include discussion on GIS evaluation/coordination needs, and any asset management platform needs of individual participating organizations/jurisdictions. It is assumed that the kick-off meeting will be a virtual meeting.
- Attendance, coordination, and preparation of agendas and meeting notes for kick-off meetings at each project phase (three (3) meetings) and project progress/review meetings (nine (9) meetings). It is assumed that six (6) of these meetings will be virtual.
- Creation and maintenance of project schedule, budget, tasks, and monitoring the schedule to meet key project milestones and completion date.
- Submittal of monthly invoices and progress reports.
- Quality Assurance/Quality Control reviews.

Scope associated with Task 1 will begin upon authorization of the contract and continue throughout the duration of the project to include Project Management and Coordination activities for all subsequent tasks.

Schedule

- The project is anticipated to be completed by December 31, 2021.

Task 1 Deliverables:

- Meeting Materials/Agendas/Meeting Notes (13 meetings)
- Project Schedule and Budget
- Monthly Invoices and Progress Reports (18)
- Results of QA/QC reviews of applicable work products/milestones

TASK 2. Stakeholder Engagement

The Consultant will be responsible for ongoing stakeholder engagement for the duration of the project. Task 2 activities include:

- Implementation of appropriate outreach strategies to gather input from internal and external stakeholders, including but not limited to CAMPO staff and leadership, NDOT staff, Douglas County, Storey County, and Lyon County representatives.
- CAMPO will provide a list of Technical Advisory Committee (TAC) members and contact information. The Consultant will coordinate with and manage the TAC comprised of local jurisdiction representatives, technical staff, and other stakeholders. The TAC will provide high-level oversight and visioning, review of milestone deliverables, and will streamline decision-making over the course of the project. Furthermore, the TAC will provide the framework for ongoing planning and collaboration. It is envisioned that the TAC will convene, as needed, through the duration of the project, and may convene in-person in Carson City, or remotely via teleconference arranged by the Consultant. Eight (8) TAC meetings are anticipated under this task. Prior to each TAC meeting, the Consultant will conduct a conference call with CAMPO to review materials and information that will be presented at the TAC meetings.
- One-on-one briefings with stakeholders/staff: A CAMPO representative will be the local CAMPO Project Manager and point of contact overseeing the project. The Consultant will be available to participate in direct briefings with key stakeholders, technical staff, and elected officials to gather and incorporate data and information necessary for development of the CATSMP. Eight (8) briefings are anticipated under this task.

Scope associated with Task 2 will begin upon authorization of the contract and continue throughout the duration of the project to include all Stakeholder Coordination activities for all subsequent tasks.

Task 2 Deliverables:

- TAC meeting materials/agenda/minutes (eight (8) meetings)
- Cumulative log of stakeholder comments received and action (or no action) taken with justification

TASK 3.1 to Task 3.3 CATSMP Development

Development of the CATSMP is envisioned to be organized into three main tasks, described below. Finalization of the scope and fee for each main task will occur prior to authorization of the task.

Task 3.1 Asset Management Planning

This task will focus on traffic control systems, including an (a) Existing System Evaluation Inventory (type, number, location) and Condition Assessment, (b) Needs Assessment, and (c) Recommended Future System Improvement Strategies, for each of the following:

- Signalized intersections (74)
- Signalized pedestrian crossings (18)

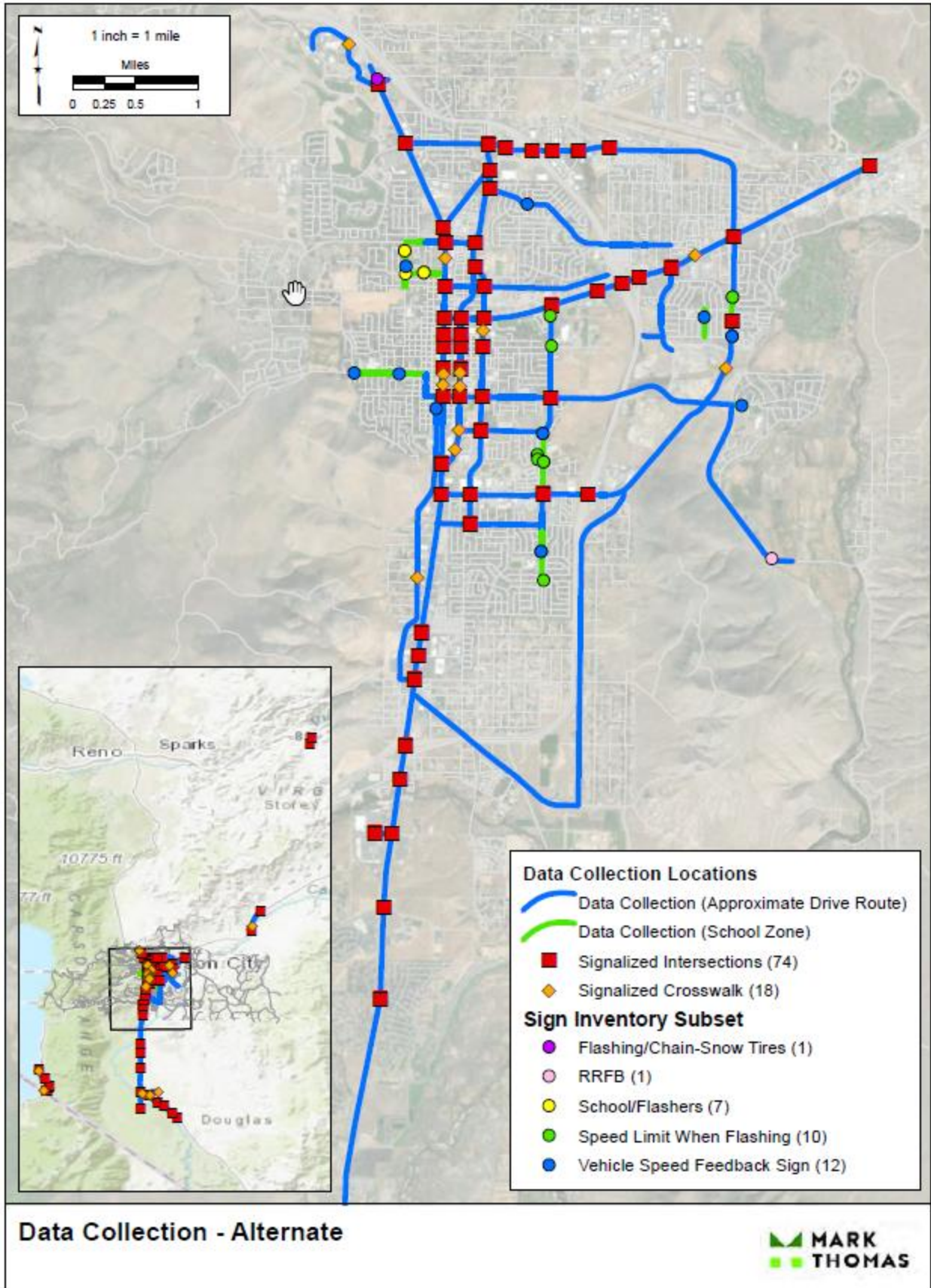
- Flashing beacons (15)
- Radar speed feedback signs (18)

Consultant shall not begin work on this task until having received written authorization from the CAMPO Project Manager. Finalization of the scope and fee for this task will occur prior to authorization from the CAMPO Project Manager.

Task 3.1.1. Mobile LiDAR Data Collection

The Consultant team will collect asset data for the project site as needed for the project following consultation with CAMPO and Carson City Staff by driving the base roadways in both directions using a Mobile Lidar Scanner mounted in a survey vehicle collecting lidar and imagery across the project. The scan data will be collected in a method consistent with standard asset inventory analysis appropriate for GIS mapping.

Base roadways derived from centerline data provided by Carson City GIS, are shown on Figure 1, and include 69 centerline miles. This is intended to capture the signalized intersections, signalized crosswalks and known locations for beacons, flashers and speed feedback signs. Locations for all these features within the project are not known and if features fall outside the planned drive area, additional scope can be negotiated to capture those features.



Task 3.1.2. Data Extraction

Prior to conducting data extraction from collected Lidar data, the Consultant will work with CAMPO to finalize schema and attributes for elements such as supports, signs, signals, signalized crosswalks, etc. Proposed schema and attributes are included below for discussion at the project kickoff meeting and will be further defined upon task authorization, as needed.

Task 3.1.2.A. Supports Data

The Consultant team will extract (from Lidar data) support location and attribute data (as detailed in below) for the features defined under Task 3.1 within the roadways shown in Figure 1. Within the 74 defined intersections and 18 defined signalized crosswalks, signal support locations and attributes will be extracted from the Lidar data and entered in the database consistent with the existing schema. It is assumed 320 signal supports will be extracted.

The Consultant team will extract support attribute data (as detailed below) for the signs associated with the 74 defined intersections and 18 defined signalized crosswalks, 15 flashing beacons, and 18 radar speed feedback signs within the roadways described in Task 3.1 and shown in Figure 1. It is assumed 850 signs will be extracted.

In addition to location, the following attributes will be extracted for each support:

Supports

- C_ID – Asset Item Identification
- TAGID – Item Tag Number
- SUPTYPE – Support Type
- SUPPSHAPE – Design of Support
- SUPPUSE – Support Use
- CONDITION – Condition
- CreationDate (if new feature) – Date
- Creator (if new feature) – Person who created item
- EditDate – Date of Edit
- Editor – Person who edited

Task 3.1.2.B Sign Data

The Consultant team will extract sign attribute data (as detailed below) associated with the supports collected in Task 3.1.2.A. It is assumed 850 signs will be extracted.

The following attributes will be extracted for each sign:

Signs – Table

- C_ID – Asset Item Identification
- SUPPORTS_C_ID – Support Identification
- SIGNTYPE – MUTCD Type
- SIGNSTYLE – Shape and Sign Style

- SIGNTEXT – Sign Text
- FACING – Direction Sign Faces
- CONDITION – Current Condition/Retroreflectivity
- Created user (if new feature)
- Created_date (if new feature)
- Last_edited_user
- Last_edited_date
- Illuminated –Sign Illumination

Task 3.1.2.C Retroreflectivity

The Consultant team will conduct retroreflectivity assessment for project signage described in Task 3.1.2.B, the Consultant team will utilize staff trained in methods developed by UC Berkley ITS Technology Transfer program in the Visual Nighttime Inspection Method to gather FHWA approved sign retroreflectivity assessment. The result will be an Excellent/Pass/Fail assessment of retroreflectivity for each sign (850 signs). This will be presented as an additional attribute in the Sign Table feature class.

- SIGNREFLECT – Sign Retroreflectivity

Task 3.1.2.D. Signalized Crosswalk Data

The Consultant team will extract signalized crosswalk attribute data (as detailed below). It is assumed 18 locations for signalized crosswalks will be extracted and these signalized crosswalks are within the routes collected in Task 3.1 and shown in Figure 1.

In addition to location, the following attributes will be extracted for each crosswalk:

Signalized Crosswalks – Feature Class

- CROSSWALK_ID – Identification of Crosswalk
- Lighting at marked or better crosswalks
- CROSSMATTYPE – Material Type (ex. Paint) (Provided by CAMPO)
- PEDSIGNAL – Ped Signal Type (Provided by CAMPO)
- GlobalID – Identification Number
- Created user (if new feature)
- Created_date (if new feature)
- Last_edited_user
- Last_edited_date

Task 3.1.3. Field and Manual Data Collection

A database will be developed in ArcGIS Collector for the field data collection. ArcGIS Collector will be used for collecting additional attributes for traffic signals (74) and signalized crosswalks (18). Collected data will be compiled into the project geodatabase.

Task 3.1.3.A Signalized Intersections

The following attributes are proposed to be manually obtained for signalized intersections. The Consultant team will work with CAMPO staff to confirm the schema and attributes before collecting data.

Attributes include:

Supports

- C_ID – Item Identification
- TAGID – Item Tag Number
- MASTARM – Mast Arm (Provided by CAMPO)LUMINAIREARM – Luminaire Arm
- BASETYPE – Support Base Type
- LOCDESC – Location Description
- CONDITION – Condition of Item
- EditDate
- Editor

Era of pole installation

The Consultant will coordinate with CAMPO to determine known era of pole installations (where available). For locations where era of pole installation is not known by CAMPO or specific agency staff, Consultant will attempt to estimate the era of pole installation based on a comparison of the pole (and/or bolt pattern) to past and present NDOT Standard Details.

- Era of Pole Installation

Mast Arm

Review CAMPO provided information and collect additional information, if needed.

- Mast arm type – structure
- Attachments – signs, number of heads, cameras (specific type and detection not relevant)
- Signal head type for entire signalized intersection – LED, non-LED

Cabinets (immediately adjacent to traffic signals)

- Location – CAMPO to provide cabinet inventory and type as part of logistical elements
- Type – classification (NEMA TS 1, desire go to newer model)
- Connection – ethernet, modem, etc.
- Detection – video, loops, none
- Communications – path from one signalized intersection to the next

Pedestrian Push Buttons

- Presence of pedestrian push button – Obtain from CAMPO

Curb Ramps

Data previously collected as part of the ADA Transition Plan for 26 signalized intersections will be incorporated into the schema. Data will be collected at the remaining 48 signalized intersections and 18 signalized crosswalks. The following elements will be collected for curb ramps: running slope, cross slope, presence of obstructions, flush transition, presence of detectable warning surface, button accessibility, presence of curb ramp where needed/one curb ramp where two are needed, presence of landing area. Once an attribute is deemed non-compliant, the Consultant will move to the next curb ramp and not continue to collect data at that curb ramp.

- Ramp location – Obtain from CAMPO
- ADA Compliant/Not ADA Compliant (Note, the specific out of compliance item will not be noted)

Task 3.1.3.B Signalized Crosswalks

The following attributes will be manually obtained for signalized crosswalks. The Consultant team will work with CAMPO to finalize schema and attributes before collecting and putting data into GIS.

- Signalized Crosswalk Location – Obtain from CAMPO
- Signalized Crosswalk Type (RRFB, Beacon, other) – Obtain from CAMPO
- Controller Type – Obtain from CAMPO
- Hard wired/Solar – Obtain from CAMPO
- Era of installation
- Curb ramps (ADA Compliant/Not ADA Compliant) (Note, the specific out of compliance item will not be noted)

Task 3.1.4. Database Management and Delivery

The Consultant team will coordinate CAMPO in developing attributes and feature classes to integrate the collected data into the CAMPO/Carson City GIS schema. This will include two (2) focus meetings to discuss the schema with the team.

The Consultant team will incorporate CAMPO/Carson City GIS data, if provided, into the geodatabase, including:

- Signal detection type
- Location of traffic cameras (100-150 cameras at 30 locations)
- Carson City maintained streetlights (180)
- NV Energy streetlights (If data can be converted to a usable format that can easily be placed into the schema. Eight hours have been assumed for this task. An Optional Task has been added to address additional desktop extraction.)

Task 3.1.5. Logistical Elements

The Consultant will work with CAMPO to obtain the following logistical elements related to each of the items inventoried:

- Information databases
- Known signalized crosswalk information
- Timing configurations

- Incident and special event management procedures
- Signal Timing Policies and Procedures
- Agreements and contracts
- Funding
- Staffing requirements and existing staffing levels
- Safety
- Spares inventory
- Existing coordination agreements with other quad county agencies
- Process for storage of data in ATMS

Task 3.1.6. Existing System Condition Assessment

The Consultant will conduct an existing system condition assessment based on the findings from the field data and logistical elements provided by CAMPO. A table will be prepared summarizing the existing conditions assessment. The table will be provided to CAMPO for review and comment. CAMPO will provide one set of consolidated written comments. The comments will be addressed, and the final table will be prepared and included as an Appendix in the CATSMP Final Report prepared under Task 4.

Task 3.1.7. Needs Assessment

After the existing system condition assessment is completed, the Consultant will conduct a needs assessment on the existing infrastructure and logistical elements. This will include program deficiencies and potential recommendations for improvement based on the information obtained during data collection. Items for consideration include:

- Staffing needs for the existing systems
- Adoption of policies or modifications to policies to better align with ITE and FHWA
- Potential modifications to current agreements with quad county agencies and NDOT
- Signal system needs/recommendations for interagency coordination
- Methods for actively tracking traffic

This task will include the development of a CAMPO-specific Capability Maturity Model (CMM). The FHWA CMM evaluation process will be used as the basis for developing material and advanced preparation for a virtual workshop meeting. In the CMM workshop, the Consultant will lead the stakeholders through the process of providing responses to the CMM survey. The survey will align with the six (6) capability dimensions. The goal of the CMM workshop is to determine the appropriate needs from an institutional perspective that will enable underlying processes, procedures, and projects to be more effective. Six (6) hours are planned for the workshop and it may be split into three (3) two (2)-hour workshops, where each one addresses two of the six (6) capability dimensions.

Information gathered during this analysis may require additional virtual one-on-one interviews with stakeholders and may clarify the information gathered through the CMM workshop. Up to five (5) additional one-on-one meetings are anticipated as part of this task.

We will summarize the CMM assessment for each of the six (6) program areas and summarize the additional information collected as part of the task in a Needs Assessment Summary. The Consultant will prepare a draft summary, provide electronically to CAMPO for review, receive one round of consolidated comments on the summary, and will incorporate the comments into the report prepared under Task 4.

Task 3.1.8. Recommended Future System Improvement Strategies

The Consultant will develop recommended future system improvement strategies. This will include a lifecycle costing methodology similar to that utilized by the Nevada Department of Transportation's certified Transportation Asset Management Plan (TAMP), dated April 10, 2019 (or current at the time the work is commenced). It is important to note that the TAMP lifecycle costing methodology is based on the age of the device versus recommended service life. CAMPO will be responsible for providing assumptions regarding age of inventoried items.

Other strategies will include: signal timing procedures, vehicle detection optimization strategy, recommended edits to or proposed new policies and procedures (such as recommendations for how to modify signals outside of Carson City limits and how to revise agreements accordingly), and staffing and management analysis and results.

Task 3.1 Deliverables:

- Existing System Inventory
- Existing System Condition Assessment Table
 - Summary of inventoried items
 - Identification of ownership, jurisdiction, and maintaining agency for each asset
 - Spares inventory
- CMM Workshop
- CMM System Needs Assessment Summary
- Recommended Future System Improvement Strategies Technical Memorandum
 - Recommended spare levels
 - Lifecycle determination and cost
 - Signal timing procedures
 - Vehicle detection optimization strategy
 - Recommended edits to or proposed new policies, procedures, and agreements
 - Staffing and management analysis
- All GIS data will be provided to CAMPO as ESRI file Geodatabase, conforming to the data schema defined by CAMPO, containing geo-located data and attributes for all identified system components (NAD 1983 State Plane) with metadata information (thumbnail, tags, summary, description, credits, use limitations, and scale range)

Task 3.2. Performance Measures and Benchmarks

Establishment of commonly held operations and management objectives, performance measures, and benchmarks is a primary goal of this plan. With TAC input, the Consultant

will work with management and operations stakeholders to define a common vision for transportation system operations within the planning area, develop operations objectives that will guide the selection of strategies, and identify performance measures that will enable CAMPO to track progress toward the objectives.

The Consultant will coordinate with CAMPO to determine current performance measures and benchmarks, identify what they should be, and when changes might be needed. Consultant shall not begin work on this task until having received written authorization from the CAMPO Project Manager. Finalization of the scope and fee for this task will occur prior to authorization from the CAMPO Project Manager.

Performance Measures will be established based on available data for benchmark data collection or reasonably collected data made available to the Consultant by other agencies, such as NDOT. Performance Measures will be established for the planning area, for Carson City, by specific subareas, or by roadway functional classification, and for select regionally significant coordinated corridors. It is intended that performance measures will be a succinct list that is collectable and reportable regularly and does not create undue burden on any agency to complete.

Some specific examples may include:

- What would be our pole replacement benchmark
- When do we need to do System/software upgrades
- Lighting upgrades
- Agreement updates
- Maintenance schedules
- Quality of coordinated signal timing

Other items that could be considered include the following:

- ITS needs
- Autonomous vehicles
- Connectivity to vehicles

Additional outputs of this phase include:

- Reporting of base-year benchmarks for each of the agreed-upon performance measures
- Recommendations for frequency of ongoing data collection and reporting
- Recommendations on estimated level of effort (staff, resources) necessary for future/ongoing data collection and reporting
- A policy-level discussion on how performance measures should inform prioritization of ongoing and future investment decisions to be included in the draft/final CATSMP

The Consultant will work with the University of Nevada, Reno, Center for Advanced Transportation Education and Research (CATER) for development of performance measures and benchmarks, including quality of signal timing performance measures.

Task 3.2 Deliverables:

- Draft and Final Performance Measures for CAMPO and TAC review
- Final Performance Measures with benchmarks for agreed-upon locations/corridors
- Recommendations for inclusion in the Draft and Final CATSMP

Task 3.3: Traffic Signal System Optimization

This task will be based on the benchmarks established in Task 3.2. It is the Consultant's understanding that CAMPO desires to adopt a new method that is data driven, more responsive, more efficient, and effective without significant effort. The Consultant also understands that CAMPO wants to re-time signals in-house using a method that is consistent and can be performed by more than one staff member. The Consultant will assist CAMPO with the development of timing plans and the tracking of how that timing plan functions along with when and how it is appropriate to re-time traffic signals. While Carson City Public Works staff will do the actual re-timing, the Consultant will be involved in that process.

Consultant shall not begin work on this task until having received written authorization from the CAMPO Project Manager. Finalization of the scope and fee for this task will occur prior to authorization from the CAMPO Project Manager.

The Consultant will develop a method for determining when and how it is appropriate to re-time signals and identify the steps to be taken for that process. This process could identify:

- Methods to review traffic patterns and determine when traffic is heaviest rather than typical AM/PM peaks
- Recommendations for alternate options for collecting traffic data
- How to identify limitations of existing signal infrastructure, and if additional equipment is needed

A draft signal re-timing process will be provided to CAMPO for review and comment. CAMPO will provide one set of consolidated written comments. The Consultant will incorporate the comments and will revise the signal re-timing process.

CAMPO, in coordination with Carson City Public Works staff, will implement the re-timing process on a test corridor with support from the Consultant. The Consultant will support CAMPO in determining if benchmarks have been met or if adjustments need to be made to the signal re-timing process. Results of the re-timing process on the test corridor will be incorporated into the CATSMP Report included in Task 4. At the time this scope of services was prepared, the re-timing process and benchmarks have not been defined, and the exact support needed from the Consultant has not been determined. As such, a total of up to 100 hours has been included in this task.

The Consultant will assist in the training of CAMPO and Carson City Public Works staff on specific implementation methods or other tasks. This could include training on how to use ATMS, Synchro and/or TranSync. At the time this scope of services was prepared, the exact training needs had not been determined. As such, up to a total of up to 75 hours of material development, preparation, coordination, and training are included in this task.

Traffic counts may be required to re-time the traffic signals. The Consultant will collect the following counts, if needed:

- Three (3) – 24-hour road volume counts (over four (4) lanes of roadway) to determine times to collect turning movement counts for AM, PM, Mid-Day, and Off-Peak periods
- Ten (10) – eight (8)-hour turning movement counts

Task 3.3 Deliverables:

- Draft signal re-timing process
- Support CAMPO in implementing the re-timing process (up to 100 hours)
- Final signal re-timing process
- Training support and materials (up to 75 hours)
- Three (3) – 24-hour road volume counts
- Ten (10) – eight (8)-hour turning movement counts

TASK 4. Final CATSMP Report

The Consultant will produce a draft report with executive summary that is reader-friendly (within 50 pages, excluding appendices) and summarizes the CATSMP vision, goals, process and outcomes in a manner that is digestible for both technical and non-technical audiences. The draft will first be reviewed by the CAMPO Project Manager, followed by the TAC, and then distributed for local board and public comments. After each review, the Consultant will revise the document to distribute to the next group for review. Comments received on the draft plan will be logged in a comment response form and the Consultant will prepare responses in coordination with CAMPO staff.

Summary presentations will be given to local jurisdiction governing bodies as directed (up to four (4) presentations). Consultant will create a PowerPoint presentation and will log comments received during each presentation.

The Consultant team will incorporate the comments received on the draft report. A one-page infographic will be prepared to include the key elements of the CATSMP pulled from the Executive Summary in electronic (.pdf) format. The final CATSMP will be presented to the appropriate decision-making body, (up to one (1) presentation). After approval, the final CATSMP will be submitted to CAMPO, NDOT, and participating local jurisdictions for posting and distribution in electronic (.doc and .pdf) format.

Consultant shall not begin work on this task until having received written authorization from the CAMPO Project Manager. Finalization of the scope and fee for this task will occur prior to authorization from the CAMPO Project Manager.

Task 4 Deliverables:

- Draft/Final Report presentation materials
- Draft Report with Executive Summary
- Final Report with Executive Summary
- 1-page Infographic of Executive Summary

Assumptions:

- No traffic control will be necessary
- CAMPO and Carson City will provide all access and permits as necessary
- All project road corridors are traversable by vehicle in both directions
- Supplemental field topographic survey will NOT be performed

Additional Services:

- Sign inventory over and above the 850 signs anticipated to be associated with signals, signalized crosswalks, and beacons
- Signal timing and coordination
- Additional NV Energy Effort
- ADA transition plan
- Pavement Assessment
- Centerline and Edge Line Striping Inventory
- Curve Warning Speed Analysis

Optional Task. Wrong Way Driving (WWD) Systems

The Consultant will coordinate with NDOT to obtain status of existing WWD systems within the Quad County Region. At the time this scope was prepared, it is understood that the WWD technology devices have been removed from these locations; however, new infrastructure may be installed during the duration of this project. If new infrastructure is installed, the Consultant will incorporate into the project and evaluate with respect to the Task 3 and will be incorporated into the report in Task 4.

I-580 FAIRVIEW TO N. CARSON	D2	I-580	NB	FAIRVIEW
			SB	
		I-580	NB	E. WILLIAM ST.
			SB	
		I-580	NB	E. COLLEGE PKWY.
			SB	
		I-580	NB	ARROWHEAD DR.
			-	
		I-580	-	N. CARSON ST.
			SB	

Optional Task. Additional NV Energy Street Light Data Extraction

This task includes up to 50 hours of desktop extraction (but no field work) to convert NV Energy streetlight data into a usable format.

DATE: July 20, 2020
 PREPARED BY: M. O'Brien



Carson Area Transportation System Management Plan (CASMP)

TASK DESCRIPTION	KIMLEY-HORN STAFF							Total Hours by Task	Labor Cost by Task	Expenses by Task	Sub Consultant Cost	Total
	Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Designer	Administration					
	\$ 225.00	\$ 195.00	\$ 165.00	\$ 135.00	\$ 125.00	\$ 120.00	\$ 115.00					
1.00 Project Management and Coordination										1.1%	\$ 8,743	\$ 8,743
1.1 Project kick-off meeting (virtual)								0	\$ -	\$ -		\$ -
- Prepare meeting agenda and materials	2	1	1					4	\$ 810	\$ 9		\$ 819
- Attend virtual meeting	1		1					2	\$ 390	\$ 4		\$ 394
- Prepare and distribute meeting notes	1		1					2	\$ 278	\$ 3		\$ 281
1.2 Task 3.1 kick-off meeting (virtual)								0	\$ -	\$ -		\$ -
- Prepare meeting agenda and materials	2	1	1	2				6	\$ 1,080	\$ 12		\$ 1,092
- Attend virtual meeting	1		1					2	\$ 390	\$ 4		\$ 394
- Prepare and distribute meeting notes	1		1					2	\$ 278	\$ 3		\$ 281
1.3 Task 3.2 kick-off meeting (virtual)								0	\$ -	\$ -		\$ -
- Prepare meeting agenda and materials	2	1	1	2				6	\$ 1,080	\$ 12		\$ 1,092
- Attend virtual meeting	1		1					2	\$ 390	\$ 4		\$ 394
- Prepare and distribute meeting notes	1		1					2	\$ 278	\$ 3		\$ 281
1.4 Task 3.3 kick-off meeting								0	\$ -	\$ -		\$ -
- Prepare meeting agenda and materials	2	1	1	2				6	\$ 1,080	\$ 12		\$ 1,092
- Attend and travel to/from meeting	2		2					4	\$ 780	\$ 9		\$ 789
- Prepare and distribute meeting notes	1		1					2	\$ 278	\$ 3		\$ 281
1.5 Project progress/review meetings (9 meetings, 4 virtual and 5 in-person)								0	\$ -	\$ -		\$ -
- Prepare meeting agenda and materials	18	9	9	18				54	\$ 9,720	\$ 107		\$ 9,827
- Attend and travel to/from meeting (4 virtual and 5 in-person)	14		14					28	\$ 5,460	\$ 60		\$ 5,520
- Prepare and distribute meeting notes	5		9					14	\$ 2,498	\$ 27		\$ 2,525
1.6 Schedule								0	\$ -	\$ -		\$ -
- Create schedule	2		4					6	\$ 1,110	\$ 12		\$ 1,122
- Schedule and budget monitoring	9		9				5	23	\$ 4,085	\$ 45		\$ 4,130
1.7 Contracting and Accounting								0	\$ -	\$ -		\$ -
- Project set-up, subconsultant agreements	1		3				4	8	\$ 1,180	\$ 13		\$ 1,193
- Monthly Invoicing and accounting activities (18 months)	18						18	36	\$ 6,120	\$ 67		\$ 6,187
- Contract Administration								0	\$ -	\$ -		\$ -
Sub-Totals	82	13	61	24	0	0	27	207	\$ 37,283	\$ 410	\$ 8,743	\$ 46,435
2.00 Stakeholder Engagement												
2.1 Establish TAC								0	\$ -	\$ -		\$ -
- Obtain TAC list and contact information from CAMPO	1							1	\$ 225	\$ 2		\$ 227
2.2 TAC meetings and coordination (8 meetings)								0	\$ -	\$ -		\$ -
- Coordination with TAC members on meeting dates/times			8					8	\$ 1,320	\$ 15		\$ 1,335
- Prepare meeting agenda and materials	16		8	18				42	\$ 7,350	\$ 81		\$ 7,431
- TAC pre-meeting with the CAMPO	8		8					16	\$ 3,120	\$ 34		\$ 3,154
- Address CAMPO comments from pre-meeting	4		8					12	\$ 2,220	\$ 24		\$ 2,244
- Attend and travel to/from meeting	16		16					32	\$ 6,240	\$ 69		\$ 6,309
- Prepare and distribute meeting notes	8		8					16	\$ 3,120	\$ 34		\$ 3,154
2.3 One-on-one briefings (8 briefings)								0	\$ -	\$ -		\$ -
- Coordination with stakeholders on briefing dates/times			8					8	\$ 1,320	\$ 15		\$ 1,335
- Prepare briefing agenda and materials	8		16					24	\$ 4,440	\$ 49		\$ 4,489
- Attend and travel to/from briefing	16		16					32	\$ 6,240	\$ 69		\$ 6,309
- Prepare and distribute briefing notes	4		8					12	\$ 2,220	\$ 24		\$ 2,244
Sub-Totals	81	0	104	18	0	0	0	203	\$ 37,815	\$ 416	\$ -	\$ 38,231

TASK DESCRIPTION	KIMLEY-HORN STAFF							Total Hours by Task	Labor Cost by Task	Expenses by Task	Sub Consultant Cost	Total
	Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Designer	Administration					
	\$ 225.00	\$ 195.00	\$ 165.00	\$ 135.00	\$ 125.00	\$ 120.00	\$ 115.00					
										1.1%		
3.10 Asset Management Planning												
3.1.1 Mobile LiDAR Data Collection								0	\$ -	\$ -	\$ 59,470	\$ 59,470
- Coordination with MTA	6		6					12	\$ 2,340	\$ 26		\$ 2,366
3.1.2 Data Extraction								0	\$ -	\$ -	\$ 25,040	\$ 25,040
- Coordination with MTA	6		12					18	\$ 3,330	\$ 37		\$ 3,367
3.1.3 Field Data Collection								0	\$ -	\$ -	\$ 4,929	\$ 4,929
- Coordination with MTA	5		5					10	\$ 1,950	\$ 21		\$ 1,971
- Field collection coordination	5		15		10			30	\$ 4,850	\$ 53		\$ 4,903
- ArcGIS collector set-up	5	5	15		5			30	\$ 5,200	\$ 57		\$ 5,257
- 74 traffic signals					222			222	\$ 27,750	\$ 305		\$ 28,055
- 18 signalized crosswalks					44			44	\$ 5,438	\$ 60		\$ 5,497
- Curb ramps (48 signalized intersections and 18 signalized crosswalks)	15	15			99			129	\$ 18,675	\$ 205		\$ 18,880
- 74 traffic signals era of installation	10	10	5	111				136	\$ 20,010	\$ 220		\$ 20,230
- QA/QC	15		40					55	\$ 9,975	\$ 110		\$ 10,085
3.1.4 Database Management and Delivery								0	\$ -	\$ -	\$ 9,859	\$ 9,859
- Schema meetings (2)	4							4	\$ 900	\$ 10		\$ 910
- Coordination with MTA	3		2					5	\$ 1,005	\$ 11		\$ 1,016
- Coordination with CAMPO for additional GIS data	3		10					13	\$ 2,325	\$ 26		\$ 2,351
- Input additional information provided by CAMPO (MTA)			2					2	\$ 330	\$ 4		\$ 334
3.1.5 Logistical Elements								0	\$ -	\$ -		\$ -
- Coordination to obtain logistical elements			5					5	\$ 825	\$ 9		\$ 834
- Review logistical elements		10	25					35	\$ 6,075	\$ 67		\$ 6,142
- Identify gaps	5	5						10	\$ 2,100	\$ 23		\$ 2,123
- Follow up with CAMPO	3	3						6	\$ 1,260	\$ 14		\$ 1,274
3.1.6 Existing System Condition Assessment								0	\$ -	\$ -		\$ -
- Summarize field data collection			20			2		22	\$ 3,540	\$ 39		\$ 3,579
- Draft table summarizing existing conditions assessment			15			2		17	\$ 2,715	\$ 30		\$ 2,745
- Internal QA/QC	4							4	\$ 900	\$ 10		\$ 910
- Address internal QA/QC comments			5					5	\$ 825	\$ 9		\$ 834
- Draft table to CAMPO	1							1	\$ 225	\$ 2		\$ 227
- Address CAMPO comments	1		3					4	\$ 720	\$ 8		\$ 728
- Finalize table for inclusion in Report			2					2	\$ 330	\$ 4		\$ 334
3.1.7 Needs Assessment								0	\$ -	\$ -		\$ -
- Needs assessment infrastructure	3		25					28	\$ 4,800	\$ 53		\$ 4,853
- Needs assessment logistical elements	5	10						15	\$ 3,075	\$ 34		\$ 3,109
- CMM workshop preparation	10	5	20			2		37	\$ 6,765	\$ 74		\$ 6,839
- Internal QA/QC	4							4	\$ 900	\$ 10		\$ 910
- Address internal QA/QC comments	1		5					6	\$ 1,050	\$ 12		\$ 1,062
- CMM workshop	6		6					12	\$ 2,340	\$ 26		\$ 2,366
- Five follow-up calls	5							5	\$ 1,125	\$ 12		\$ 1,137
- Needs Assessment Summary	5		15					20	\$ 3,600	\$ 40		\$ 3,640
- Address comments	1		4					5	\$ 885	\$ 10		\$ 895
3.1.8 Recommended Future System Improvement Strategies								0	\$ -	\$ -		\$ -
- Lifecycle costing methodology	5		5					10	\$ 1,950	\$ 21		\$ 1,971
- Conduct lifecycle costing			5	60				65	\$ 8,925	\$ 98		\$ 9,023
- Signal infrastructure needs	2		25					27	\$ 4,575	\$ 50		\$ 4,625
- Vehicle detection optimization strategy	2		15	10				27	\$ 4,275	\$ 47		\$ 4,322
- Policy recommendations	5	15						20	\$ 4,050	\$ 45		\$ 4,095
- Staffing and management	5	25		10				40	\$ 7,350	\$ 81		\$ 7,431
- Internal draft tech memo			30			3		33	\$ 5,310	\$ 58		\$ 5,368
- Internal QA/QC	10					2		12	\$ 2,490	\$ 27		\$ 2,517
- Address internal QA/QC comments			10					10	\$ 1,650	\$ 18		\$ 1,668
- Draft tech memo to CAMPO	1							1	\$ 225	\$ 2		\$ 227
- Address CAMPO comments	2		8					10	\$ 1,770	\$ 19		\$ 1,789
- Finalize tech memo	1		1					2	\$ 390	\$ 4		\$ 394
Sub-Totals	164	103	361	191	380	11	0	1210	\$ 191,093	\$ 2,102	\$ 99,299	\$ 292,494

TASK DESCRIPTION	KIMLEY-HORN STAFF							Total Hours by Task	Labor Cost by Task	Expenses by Task	Sub Consultant Cost	Total
	Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Designer	Administration					
	\$ 225.00	\$ 195.00	\$ 165.00	\$ 135.00	\$ 125.00	\$ 120.00	\$ 115.00					
										1.1%		
3.20 Performance Measures and Benchmarks												
- Coordination with Sub	4	8						12	\$ 2,460	\$ 27	\$ 16,500	\$ 18,987
- Vision	2	4						6	\$ 1,230	\$ 14		\$ 1,244
- Selection of strategies	4	10		10				24	\$ 4,200	\$ 46		\$ 4,246
- Identification of Performance Measures	2	8		15				25	\$ 4,035	\$ 44		\$ 4,079
- Establish Performance Measures	4	4		8				16	\$ 2,760	\$ 30		\$ 2,790
- Reporting base year benchmarks	2	5		30				37	\$ 5,475	\$ 60		\$ 5,535
- Recommendations for data collection and reporting	2	10						12	\$ 2,400	\$ 26		\$ 2,426
- Recommendations for level of effort for data collection and reporting	2	10						12	\$ 2,400	\$ 26		\$ 2,426
- Draft Performance Measures		3		10		2		15	\$ 2,175	\$ 24		\$ 2,199
- Internal QA/QC	3					2		5	\$ 915	\$ 10		\$ 925
- Draft Performance Measures for CAMPO and TAC review	1	2		4				7	\$ 1,155	\$ 13		\$ 1,168
- Address comments	2	2		8				12	\$ 1,920	\$ 21		\$ 1,941
- Final performance measures and benchmarks	2	4		30				36	\$ 5,280	\$ 58		\$ 5,338
- Recommendations for TSMP	5	8		15				28	\$ 4,710	\$ 52		\$ 4,762
Sub-Totals	35	78	0	130	0	4	0	247	\$ 41,115	\$ 452	\$ 16,500	\$ 58,067
3.30 Traffic Signal Optimization												
- Draft signal re-timing process	10		50					60	\$ 10,500	\$ 116		\$ 10,616
- Coordination with CAMPO	5		10					15	\$ 2,775	\$ 31		\$ 2,806
- Address comments	2		10					12	\$ 2,100	\$ 23		\$ 2,123
- Finalize draft signal re-timing process	1		2					3	\$ 555	\$ 6		\$ 561
- Support for implementation	25	50	25					100	\$ 19,500	\$ 215		\$ 19,715
- Training staff - material preparation/coordination	5	15	15			2		37	\$ 6,765	\$ 74		\$ 6,839
- Training staff - training	10	25	3					38	\$ 7,620	\$ 84		\$ 7,704
- Final signal re-timing process	5	5	10					20	\$ 3,750	\$ 41		\$ 3,791
- 3 - 24 hour road volume counts					6			6	\$ 750	\$ 1,018		\$ 1,768
- 10 - 8 hour turning movement counts					14			14	\$ 1,750	\$ 3,688		\$ 5,438
Sub-Totals	63	95	125	0	20	2	0	305	\$ 56,065	\$ 5,296	\$ -	\$ 61,361
4.00 TSMP Report												
4.1 Prepare Draft Final Report								0	\$ -	\$ -		\$ -
- Prepare draft report text	10	10	40	120	40			220	\$ 32,000	\$ 352		\$ 32,352
- Prepare draft report graphics and figures	2				20	10		32	\$ 4,150	\$ 46		\$ 4,196
- Finalize draft report for internal review				15				15	\$ 2,025	\$ 22		\$ 2,047
- Internal QA/QC	10	6	3			4		23	\$ 4,395	\$ 48		\$ 4,443
- Address internal QA/QC comments				25	5	5		35	\$ 4,600	\$ 51		\$ 4,651
- Finalize draft report for distribution to the CAMPO				1				1	\$ 135	\$ 1		\$ 136
- Distribute draft report (2 hard copies and 1 electronic copy)	1						2	3	\$ 455	\$ 5		\$ 460
4.2 Comment Resolution								0	\$ -	\$ -		\$ -
- Prepare comment resolution form summarizing comments				5				5	\$ 675	\$ 7		\$ 682
- Determine comment response	3	3		5				11	\$ 1,935	\$ 21		\$ 1,956
4.3 Prepare Final Report								0	\$ -	\$ -		\$ -
- Address comments in the report	3			5	10			18	\$ 2,600	\$ 29		\$ 2,629
- Prepare final report and graphics				2	5	5		12	\$ 1,495	\$ 16		\$ 1,511
- Finalize report for internal review				2				2	\$ 270	\$ 3		\$ 273
- Internal QA/QC	4	2						6	\$ 1,290	\$ 14		\$ 1,304
- Address internal QA/QC comments				2	4			6	\$ 770	\$ 8		\$ 778
- Finalize report for distribution to the CAMPO				2				2	\$ 270	\$ 3		\$ 273
- Distribute final report (2 hard copies and 1 electronic copy)	1						2	3	\$ 455	\$ 5		\$ 460
4.4 Summary Presentations								0	\$ -	\$ -		\$ -
PowerPoint	3			5	5	4		17	\$ 2,455	\$ 27		\$ 2,482
Preparation for and attend presentations (4)	12							12	\$ 2,700	\$ 30		\$ 2,730
Log/address comments	4			16				20	\$ 3,060	\$ 34		\$ 3,094

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

STATE OF Arizona

} SS

COUNTY OF Maricopa

I, Lisa Noon (Name of party signing this affidavit and the Proposal Form) Vice President (title).

being duly sworn do depose and say: That Kimley-Horn and Associates, 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.

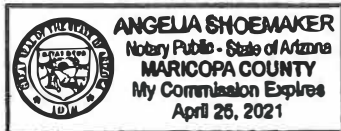
(Insert Exceptions, attach additional sheets)

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.

[Signature]
Signature
Vice President
Title

Sworn to before me this 1st day of April, 2020

(SEAL)



[Signature]
Notary Public, Judge or other Official

Conflict of Interest Disclosure Form

Date: 4/12/20

Project: FY 20 / FY 21 Carson Area Transportation System Management Plan (CATSMP)

Title: Vice President at Kimley-Horn and Associates, Inc.

Name: Molly O'Brien, P.E., PTOE, RSP2I

Position: Project Manager

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: 4/13/20

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STAFF REPORT

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

Meeting Date: August 12, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding, and authorization for the CAMPO Chair to sign, the Carson Area Metropolitan Planning Organization and Carson City Regional Transportation Commission joint Title VI Plan and CAMPO’s required assurances.

Staff Summary: The Title VI Plan is designed to aid the Nevada Department of Transportation (NDOT) Civil Rights Office in its ability to provide oversight and ensure CAMPO, as a sub recipient, is in compliance with Title VI requirements.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to authorize the Chair to sign the Title VI Plan and CAMPO’s required assurances as presented.

Background/Issues & Analysis

Title VI federal regulations prohibit discrimination based on race, color, or national origin. The attached Title VI Plan documents CAMPO’s commitment and efforts to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration."

Applicable Statute, Code, Policy, Rule or Regulation

Title VI of the Civil Rights Act of 1964, codified as 42 USC § 2000d et seq.;
23 Code of Federal Regulation (CFR) Part 200; 49 CFR Part 21.

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: CAMPO fund, Unified Planning Work Program account / Task 3.4 – Updates to Supporting Regional Planning Documents and Policies / G302820001.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: This work, performed in FY 2020, was budgeted under Task 3.4 Updates to Supporting Regional Planning Documents and Policies of CAMPO’s 2019/2020 Unified Planning Work Program (UPWP) (\$36,234).

Alternatives

Decline to approve the plan and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Title VI Plan

-Exhibit-2: CAMPO's Unified Planning Work Program Cost/Funding Summary Table

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



**Title VI Plan
for
Carson City
Regional Transportation Commission
(RTC)

&

Carson Area
Metropolitan Planning Organization
(CAMPO)**

Approved date: TBD

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Attachments

1	Signed Assurances for Title VI of the Civil Rights Act of 1964
1.A	Title VI Assurances for Carson City Regional Transportation Commission
1.B	Title VI Assurances for Carson Area Metropolitan Planning Organization
2	Form 1273 Provisions for Federal-Aid Construction Contracts
3	Carson City Public Works Organization Chart
4	Complaint Procedures and Forms (English and Spanish)

1.0 Title VI Program Overview

The Title VI Plan is designed to aid the Nevada Department of Transportation (NDOT) Civil Rights Office in its ability to provide oversight and ensure there is Title VI compliance as a sub recipient. This document will be updated as needed to reflect changes in law, administration, regulations, and/or policy. This document is intended to provide guidance to department personnel and other interested entities and is not intended to, does not, and may not be relied upon to create any right or benefit enforceable by law, by a party against the Carson City Regional Transportation Commission (RTC) or the Carson Area Metropolitan Planning Organization (CAMPO).

1.1 Non-Discrimination Policy Statement

It is the policy of the RTC and CAMPO that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the RTC or CAMPO as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of RTC and/or CAMPO, including its contractors and anyone who acts on their behalf. This policy also applies to the operations of any department or agency to which the RTC or CAMPO extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, or national origin include: Denial to an individual of any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Brad Bonkowski, Chair
Carson City Regional Transportation Commission

Date

Mark Kimbrough, Chair
Carson Area Metropolitan Planning Organization

Date

1.2 Title VI/Non-Discrimination Assurances

Per federal regulations, the RTC and CAMPO as a recipient of federal funds is required to sign assurances that pledge:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

Attachment 1 includes assurances pursuant to the provisions of Title VI of the Civil Rights Act of 1964. Attachment 2 includes Form 1273 pursuant to Title 23. Brief descriptions of the assurances and Form 1273 are provided below for quick reference:

- Attachment 1.A and 1.B – DOT Order No. 1050.2A – Assurance signed by the RTC and CAMPO, respectively, as a condition to receiving any federal financial assistance from the U.S. Department of Transportation (DOT), through the federal Highway Administration will comply with Title VI of the Civil Rights Act of 1964
 - Appendix A – Clauses to be included in all contracts and agreements with the RTC or CAMPO, requiring a contractor or consultant to comply with Title VI non-discrimination requirements for federally-assisted programs of the U.S. Department of Transportation
 - Appendix B – Clauses, related to non-discrimination, to be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States
 - Appendix C – Clauses, related to non-discrimination, to be included in deeds, licenses, leases, permits, or similar instruments entered into by the RTC or CAMPO related to the transfer of real property acquired or improved
 - Appendix D – Clauses, related to non-discrimination, to be included in deeds, licenses, permits, or similar instruments/agreements entered into by the RTC or CAMPO related to construction/use/access to real property
 - Appendix E – The RTC and CAMPO are required to insert clauses pertaining to non-discrimination into every contract or agreement
- Attachment 2 – Form 1273 includes contract provisions for federal-Aid construction contracts which is required to be included in all construction contracts

1.3 Organization, Staffing, and Structure

The Director of Public Works is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21. Neither the RTC or CAMPO can investigate Title VI complaints.

A Title VI Coordinator has been established for the RTC and CAMPO to ensure implementation of the Title VI Program.

The Title VI Coordinator is responsible for:

- Maintaining the Title VI Plan and submitting updates
- Processing and disposition of complaints
- Collecting and analyzing demographics related to race, color, and national origin
- Conducting updates to the Title VI assessments of pertinent program areas
- Ensuring Title VI information is readily available for dissemination
- Resolving deficiencies or matters of noncompliance regarding subrecipients

CAMPO is a regional special purpose agency designated in 2003 by the Governor of Nevada. CAMPO is responsible for federal regulations regarding regional transportation. The boundary of CAMPO includes Carson City, excluding the area near Lake Tahoe, and an area of northern Douglas County and western Lyon County. The CAMPO Board is the official governing body that approves and directs recommendations to staff. The Board is comprised of seven voting members from Carson City, Douglas County and Lyon County, and one Nevada Department of Transportation non-voting ex officio member. Each voting Board member is appointed by their respective county.

The RTC is comprised of five commissioners who establish priorities and recommend appropriate funding for transportation improvement projects within Carson City.

Per the Nevada Revised Statutes (NRS) and an interlocal agreement between the RTC, CAMPO, and Carson City, the RTC and CAMPO acting as special purpose organizations are independent agencies which are housed within the Carson Public Works Department within the City of Carson City. As such, the duties and responsibilities imposed on RTC and CAMPO for use of federal funds through the requirements of Title VI apply solely to the special purpose organizations of the RTC and CAMPO, who are responsible for implementation.

The Title VI Coordinator has full and easy access to the Public Works Director. Furthermore, the Title VI Coordinator has access to the Title VI liaisons who are responsible for implementing elements of the Title VI Program. An organization chart is provided in Attachment 3 for reference.

Below are key staff positions responsible for implementing elements of the Title VI Program:

- Transportation Manager, Title VI Coordinator for Oversight and Administration
- Document Control Specialist, Title VI Liaison for Construction
- Senior Transportation Planner, Title VI Liaison for Planning, Right-of-Way, Environmental, and Research

RTC and CAMPO staff is housed at the following location and can be reached at the following phone number:

Carson City Regional Transportation Commission/
Carson Area Metropolitan Planning Organization
3505 Butti Way, Carson City, NV 89701
Phone: 775-887-2355

1.4 Training

Annual training is provided to RTC and CAMPO staff through required reading. Staff will be required to read the Title VI Plan, which will circulate the policy statement and raise awareness for the requirements of Title VI annually. Additional training will be pursued when available.

1.5 Review of Local Governmental Directives

The Title VI Coordinator is responsible for reviewing internal plans, policies, procedures, and directives for implications to Title VI requirements.

2.0 Program Area Descriptions and Review Procedures

The RTC and CAMPO engages in the following program areas:

2.1 Transportation Planning

CAMPO and RTC staff performs transportation planning activities, which include corridor planning, short and long-range planning, ADA Transition Planning, pavement management, multi-modal planning, research, environmental assessment, and transit planning. Planning activities ensure existing and future expenditures for transportation projects and programs are based on a continuing, cooperative, and comprehensive (3-C) planning process.

Standards - Planners lead department efforts to prioritize, coordinate, and obtain consensus for the planning and programming of funds. The process of prioritization takes into account multiple factors, including but not limited to equity, environmental assessment, performance, and safety. Staff uses a variety of analytics and factors to help prioritize investments. Analytics and factors commonly used include census data, vehicle volumes, crash data, roadway functional classification, bicycle and pedestrian volumes, land use, network connectivity, pavement condition, and historical distribution of transportation investments. Framework from the National Environmental Policy Act (NEPA) is also used to ensure no person, because of race, color, or national origin, be excluded from participating in, or denied benefits of, or be subject to discrimination under any administrative program or capital project.

In effort to ensure and promote non-discrimination, the RTC and CAMPO have adopted and routinely monitor the following metrics and standards to distribute and program investments fairly and avoid disproportionately high or adverse impacts to underserved communities:

- **Pavement Management Plan:** In 2018, the RTC approved a Pavement Management Plan. It provides a distribution method, a 5-year schedule, and criteria for selecting annual capital projects. The plan created five performance districts based on common geography and miles of roadway. The plan allocates 80% of the annual budget to one district every five years. The plan includes criteria to consistently and equitably prioritize roadway projects.
- **ADA Transition Plan:** In April of 2020, the 2020 ADA Transition Plan for public facilities in Carson City's right-of-way was supported by CAMPO and approved by RTC. This document ensures reasonable access for persons with disabilities, within the public right-of-way, is provided and maintained. Pedestrian facilities within the public right-of-way include sidewalks, curb ramps, pedestrian crossings, transit stops, paved shared use paths, and pedestrian activated signal systems. This plan prioritizes barriers that pose significant safety issues, such as missing curb ramps and narrow access, due to their ability to force pedestrians off of the sidewalk network and into the roadway.
- **Safety Performance Measures:** The U.S. Department of Transportation Federal Highway Administration Safety Performance Measure Final Rule establishes requirements for the purpose of assessing fatalities and serious injuries on public roads. These statistics are reviewed annually to help channel investments fairly to areas with a high frequency of crashes.
- **Functional Classification Map:** The classification of roadways is a joint effort between local, regional, state, and federal agencies. To be eligible for federal funding, federal regulations require a roadway to be classified as a Collector or greater. Roads with higher classifications serve the mobility needs of a greater number of people and typically carry more traffic. Roads with lower classifications tend to provide access more to individual properties than serve the mobility needs of a greater number of people. As part of the project selection process, roadways with a higher classification are prioritized.

Environmental Justice Process - In 1994, Executive Order (EO) 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations was issued. EO 12898 emphasized a federal agency's responsibility to make environmental justice a goal by identifying and addressing the effects of programs, policies and activities on minority and low-income populations. This is accomplished by involving the public in developing transportation projects that fit within their communities without sacrificing equity, environmental justice, and safety.

Planning staff for RTC and CAMPO fulfills this requirement by adopting standards that distribute transportation investment dollars transparently and equitably. RTC and CAMPO promotes public participation through monthly public meetings and through the use of public outreach strategies discussed in Section 4.0 of this plan.

Environmental Justice (EJ) is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means (1) that all persons share in the benefits of our investments; and (2) that no person (including racial, ethnic, or low income groups) should bear a disproportionate share of the negative consequences resulting from the execution of federal, state, and local programs and policies.

Based on the guidance of the USDOT Order on Environmental Justice as cited in “An Overview of Transportation and Environmental Justice” there are three fundamental principles of environmental justice, and they are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects on minority populations and low-income populations
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

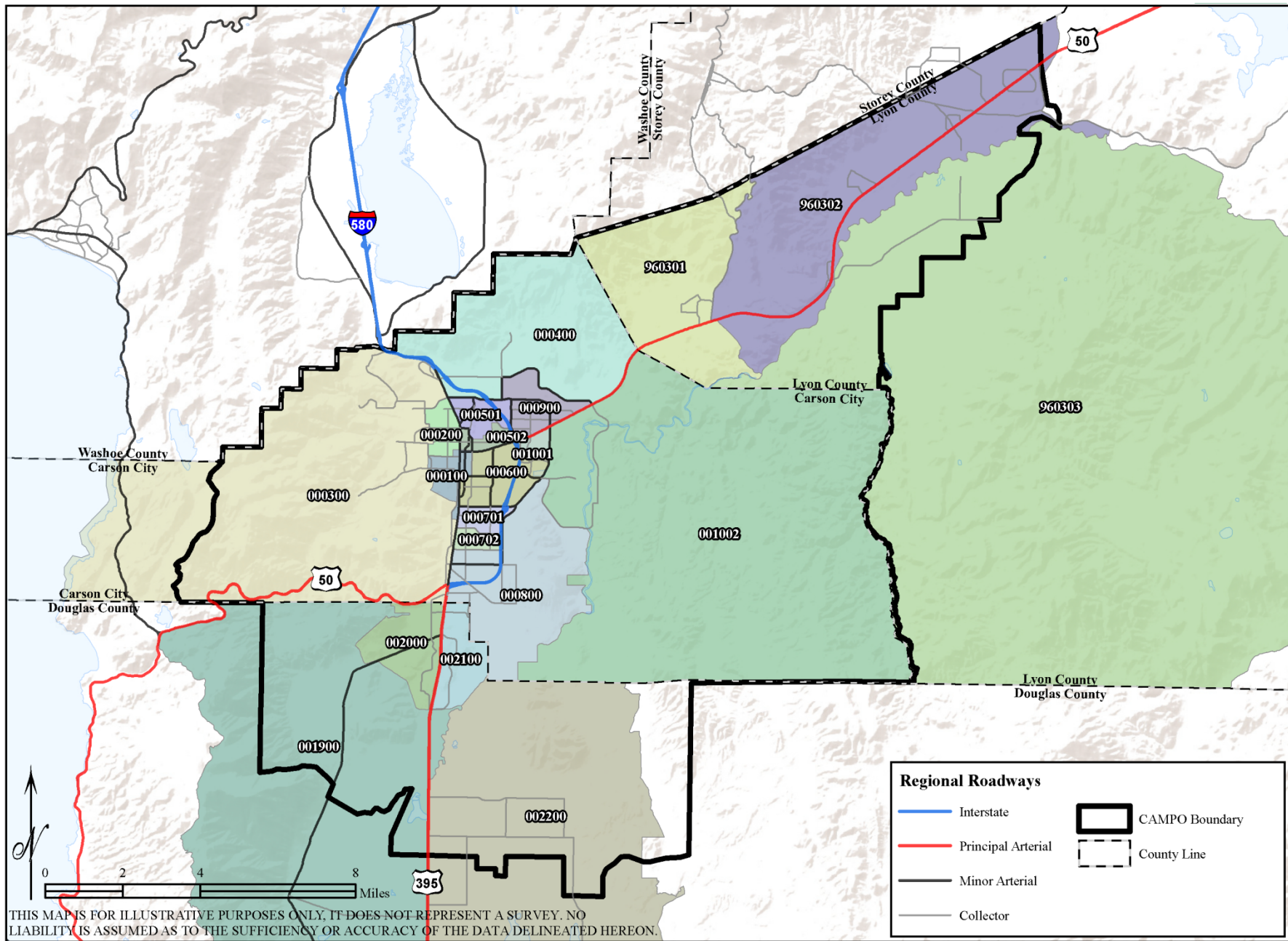
In accordance with Executive Order 12898 on EJ and the related US DOT and FHWA Orders, the RTC and CAMPO advances the principles of EJ in all programs, services and activities through the adoption of standards and by screening programs and projects at public meetings which aim to distribute investments fairly and to identify, avoid, minimize or mitigate disproportionately high and adverse impacts.

CAMPO and RTC collects and analyzes U.S. Census data on race, color, income, and national origin to ensure low-income or minority persons are not disproportionately adversely impacted or denied benefits of federal, state, or local funding. Based on an analysis of the census data and distribution of corridor plans and capital transportation projects, staff has not identified any disproportionate adverse impact or denial of benefits to census tracts with higher rates of minorities, of lower income, or are disproportionate to any one race or population of color.

Figures 1 through 8 provide data on demographics for both the CAMPO planning area and the Carson City RTC service area.

- Figure 1: Map of CAMPO and Carson City Census Tracts
- Figure 2: Table of Demographics on Ethnicity by Census Tract
- Figure 3: Table of Demographics on Race and Color by Census Tract
- Figure 4: Table of Demographics on Minorities by Census Tract
- Figure 5: Map of Census Tracts with Above Average Concentration of Minorities
- Figure 6: Table of Demographics on Household Income by Census Tract
- Figure 7: Map of Capital Projects with Census Tracts
- Figure 8: Map of Capital Projects with Census Tracts Below Average Median Households Income

Figure 1 - CAMPO and Carson City RTC Census Tracts



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Figure 2 - 2017 Demographics on Ethnicity by Census Tract for CAMPO and RTC

Geographic Area Census Tract (CT)	Total Population	Hispanic or Latino	Percentage	Not Hispanic or Latino All Races
Nevada	2,887,725	814,305	28%	2,073,420
Carson Area MPA	83,441	16,914	20%	66,527
CT 19, Douglas Cty	1,349	63	5%	1,286
CT 20, Douglas Cty	3,367	854	25%	2,513
CT 21, Douglas Cty	2,179	365	17%	1,814
CT 22, Douglas Cty	6,379	402	6%	5,977
CT 9603.01, Lyon Cty	1,689	543	32%	1,146
CT 9603.02, Lyon Cty	9,678	1,209	12%	8,469
CT 9603.03, Lyon Cty	4,581	813	18%	3,768
Carson City	54,219	12,665	23%	41,554
CT 1, Carson City	3,015	503	17%	2,512
CT 2, Carson City	3,451	246	7%	3,205
CT 3, Carson City,	3,708	242	7%	3,466
CT 4, Carson City	3,653	782	21%	2,871
CT 5.01, Carson City	6,027	1,727	29%	4,300
CT 5.02, Carson City	3,512	715	20%	2,797
CT 6, Carson City	6,529	1,769	27%	4,760
CT 7.01, Carson City	3,718	775	21%	2,943
CT 7.02, Carson City	3,268	521	16%	2,747
CT 8, Carson City	4,413	615	14%	3,798
CT 9, Carson City	5,142	1,720	33%	3,422
CT 10.01, Carson City	4,140	2,287	55%	1,853
CT 10.02, Carson City	3,643	763	21%	2,880

Figure 3 - 2017 Demographics on Race and Color by Census Tract for CAMPO and RTC

Geographic Area Census Tract (CT)	Total Population	Not Hispanic or Latino By Race											
		White	%	Black or African American	%	American Indian and Alaska Native	%	Asian	%	Native Hawaiian & Pacific Islander	%	Other races and Two or more races	%
Nevada	2,887,725	1,457,272	50%	242,682	8%	24,402	1%	228,268	8%	17,510	1%	103,286	4%
Carson Area MPA	83,441	60,053	72%	1,068	1%	1,510	2%	1,564	2%	99	0%	2,233	3%
CT 19, Douglas Cty	1,349	1,242	92%	0	0%	31	2%	0	0%	0	0%	13	1%
CT 20, Douglas Cty	3,367	2,329	69%	5	<1%	66	2%	50	1%	0	0%	63	2%
CT 21, Douglas Cty	2,179	1,676	77%	13	1%	0	0%	25	1%	0	0%	100	5%
CT 22, Douglas Cty	6,379	5,808	91%	82	1%	38	1%	0	0%	0	0%	49	1%
CT 9603.01, Lyon Cty	1,689	1,105	65%	0	0%	0	0%	31	2%	0	0%	10	1%
CT 9603.02, Lyon Cty	9,678	7,426	77%	107	1%	262	3%	135	1%	40	<1%	499	5%
CT 9603.03, Lyon Cty	4,581	3,563	78%	8	<1%	50	1%	30	1%	0	0%	117	3%
Carson City	54,219	36,904	68%	853	2%	1,063	2%	1,293	2%	59	<1%	1,382	3%
CT 1, Carson City	3,015	2,323	77%	88	3%	43	1%	58	2%	0	0%	0	0%
CT 2, Carson City	3,451	2,739	79%	1	<1%	0	0%	369	11%	26	<1%	70	2%
CT 3, Carson City	3,708	3,011	81%	53	1%	225	6%	76	2%	0	0%	101	3%
CT 4, Carson City	3,653	2,545	70%	0	0%	125	3%	103	3%	0	0%	98	3%
CT 5.01, Carson City	6,027	3,812	63%	154	3%	34	1%	199	3%	0	0%	101	2%
CT 5.02, Carson City	3,512	2,548	73%	91	3%	27	1%	45	1%	0	0%	86	2%
CT 6, Carson City	6,529	4,082	63%	87	1%	203	3%	49	1%	29	<1%	310	5%
CT 7.01, Carson City	3,718	2,721	73%	26	1%	17	<1%	108	3%	0	0%	71	2%
CT 7.02, Carson City	3,268	2,435	75%	34	1%	38	1%	25	1%	0	0%	215	7%
CT 8, Carson City	4,413	3,081	70%	262	6%	213	5%	112	3%	4	<1%	126	3%
CT 9, Carson City	5,142	3,313	64%	0	0%	60	1%	26	1%	0	0%	23	<1%
CT 10.01, Carson City	4,140	1,548	37%	25	1%	74	2%	44	1%	0	0%	162	4%
CT 10.02, Carson City	3,643	2,746	75%	32	1%	4	<1%	79	2%	0	0%	19	1%

*ACS Demographic and Housing Estimates, 2017 5-Year Estimates, Table DP05

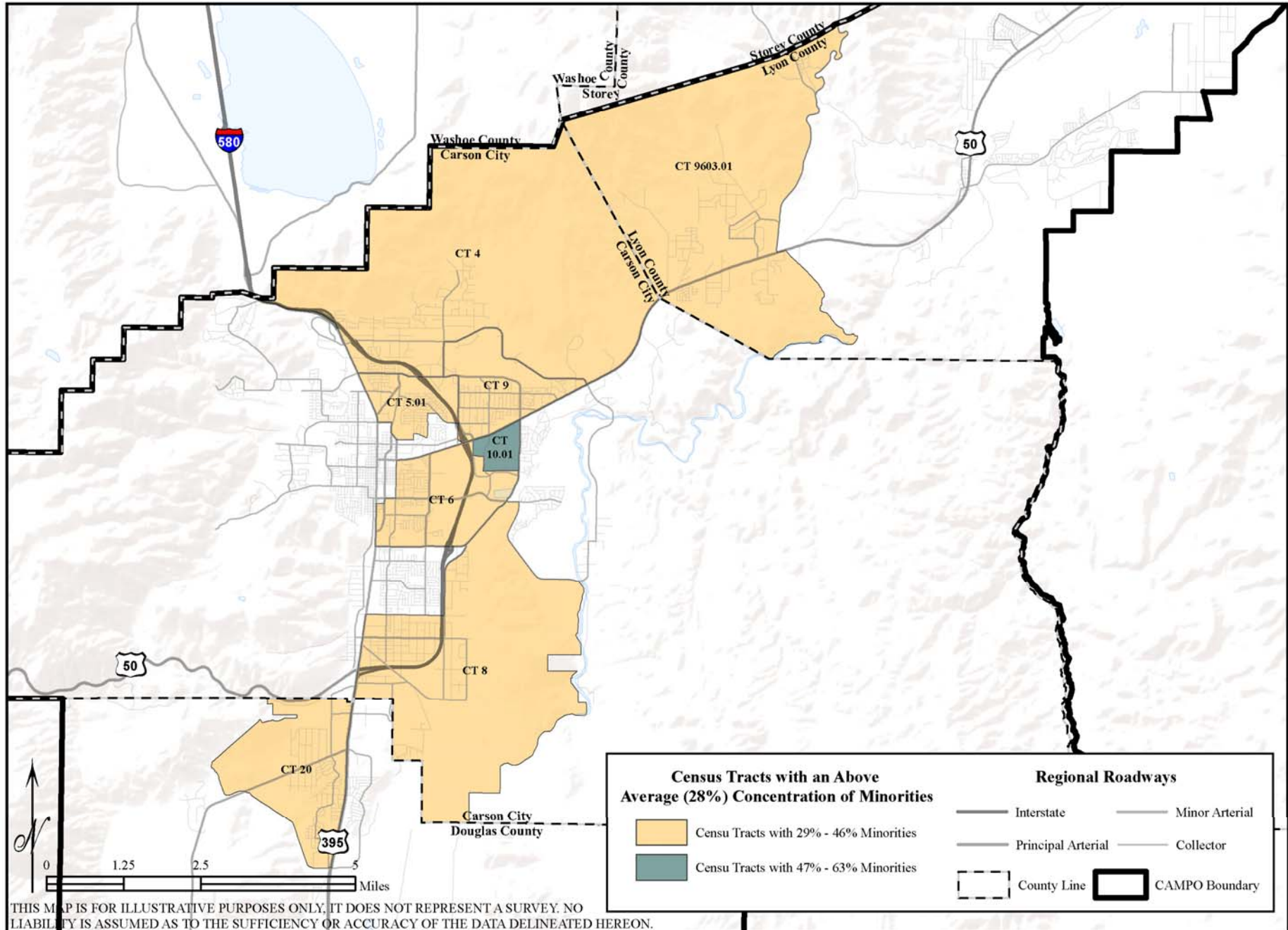
Figure 4 - 2017 Demographics on Minorities by Census Tract for CAMPO and RTC

Geographic Area Census Tract = CT	Total Population	Majority Race (White)		Aggregate of Minorities	
		#	%	#	%
State of Nevada	2,887,725	1,457,272	50%	-	-
Carson Area MPO	83,441	60,053	72%	23,388	28%
CT 19, Douglas County	1,349	1,242	92%	107	8%
CT 20, Douglas County	3,367	2,329	69%	1,038	31%
CT 21, Douglas County	2,179	1,676	77%	503	23%
CT 22, Douglas County	6,379	5,808	91%	571	9%
CT 9603.01, Lyon County	1,689	1,105	65%	584	35%
CT 9603.02, Lyon County	9,678	7,426	77%	2,252	23%
CT 9603.03, Lyon County	4,581	3,563	78%	1,018	22%
Carson City	54,219	36,904	68%	17,315	32%
CT 1, Carson City	3,015	2,323	77%	692	23%
CT 2, Carson City	3,451	2,739	79%	712	21%
CT 3, Carson City,	3,708	3,011	81%	697	19%
CT 4, Carson City	3,653	2,545	70%	1,108	30%
CT 5.01, Carson City	6,027	3,812	63%	2,215	37%
CT 5.02, Carson City	3,512	2,548	73%	964	27%
CT 6, Carson City	6,529	4,082	63%	2,447	37%
CT 7.01, Carson City	3,718	2,721	73%	997	27%
CT 7.02, Carson City	3,268	2,435	75%	833	25%
CT 8, Carson City	4,413	3,081	70%	1,332	30%
CT 9, Carson City	5,142	3,313	64%	1,829	36%
CT 10.01, Carson City	4,140	1,548	37%	2,592	63%
CT 10.02, Carson City	3,643	2,746	75%	897	25%

*Source: ACS Demographic and Housing, 2017 5-Year Estimates, Table DP05

**Aggregate defined as all other races

Figure 5 - 2017 Map of Census Tracts with Above Average Concentration of Minorities for CAMPO and RTC



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Figure 6 - 2017 Demographics on Household Income by Census Tract for CAMPO and RTC

Geographic Area Census Tract (CT)	Total households	Less than \$24,999		\$25,00 to \$49,999		\$50,000 to \$99,999		\$100,000 or more		Median Household Income
	# of Households	# of Households	%	# of Households	%	# of Households	%	# of Households	%	
Nevada	1,052,249	213,535	20%	261,426	25%	342,735	33%	234,553	22%	\$55,434
CAMPO	33,695	7,124	21%	8,361	25%	11,011	33%	7,199	21%	\$60,109
CT 19, Douglas Cty	526	33	6%	66	13%	132	25%	295	56%	\$135,764
CT 20, Douglas Cty	1,317	247	19%	293	22%	551	42%	226	17%	\$57,325
CT 21, Douglas Cty	869	72	8%	141	16%	407	47%	249	29%	\$71,653
CT 22, Douglas Cty	2,688	280	10%	429	16%	1,021	38%	958	36%	\$81,441
CT9603.01, Lyon Cty	721	291	40%	113	16%	235	33%	82	11%	\$41,971
CT9603.02, Lyon Cty	3,607	642	18%	877	24%	1,446	40%	642	18%	\$53,472
CT9603.03, Lyon Cty	1,809	316	17%	450	25%	630	35%	413	23%	\$58,634
Carson City	22,158	5,243	24%	5,992	27%	6,589	30%	4,334	20%	\$49,341
CT 1, Carson City	1,483	399	27%	342	23%	493	33%	249	17%	\$50,036
CT 2, Carson City	1,603	268	17%	399	25%	603	38%	333	21%	\$60,823
CT 3, Carson City	1,653	219	13%	280	17%	498	30%	656	40%	\$84,543
CT 4, Carson City	1,640	383	23%	446	27%	442	27%	369	23%	\$49,619
CT 5.01, Carson City	2,541	592	23%	547	22%	753	30%	649	26%	\$57,597
CT 5.02, Carson City	1,666	695	42%	507	30%	333	20%	131	8%	\$30,478
CT 6, Carson City	2,302	658	29%	762	33%	633	27%	249	11%	\$40,495
CT 7.01, Carson City	1,561	322	21%	334	21%	619	40%	286	18%	\$54,926
CT 7.02, Carson City	1,404	232	17%	371	26%	461	33%	340	24%	\$57,390
CT 8, Carson City	1,127	124	11%	293	26%	321	28%	389	35%	\$67,684
CT 9, Carson City	2,155	805	37%	665	31%	557	26%	128	6%	\$34,435
CT 10.01, Carson City	1,587	360	23%	725	46%	414	26%	88	6%	\$39,151
CT 10.02, Carson City	1,436	186	13%	321	22%	462	32%	467	33%	\$74,750
*Income Estimates in 2017 Inflation-Adjusted Dollars										
**Source: ACS Economic Characteristics, 2017 5-Year Estimates, Table DP03										
***Shaded boxes denote census tracts below the median income										

Figure 7 - Map of Capital Projects with Census Tracts for RTC

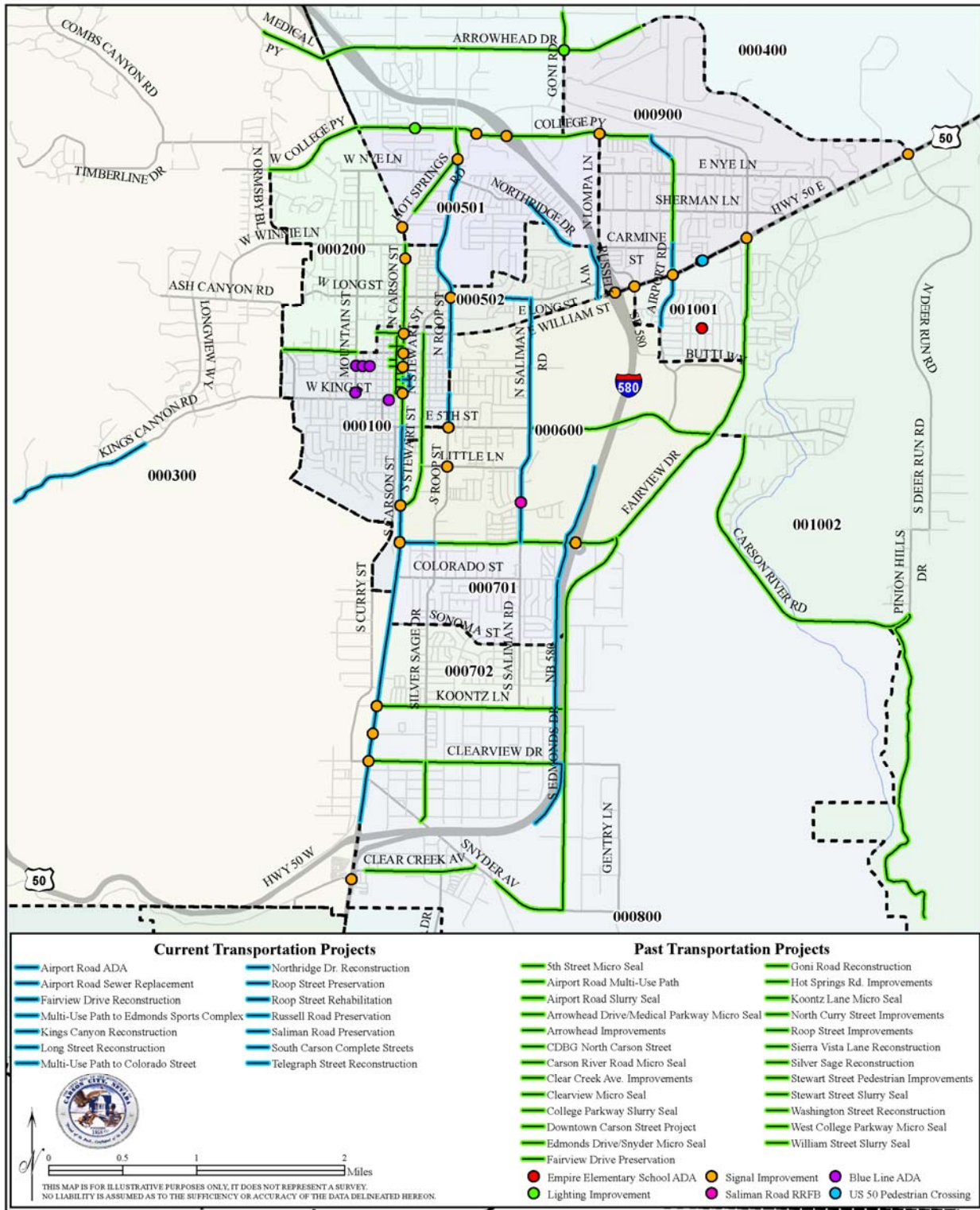
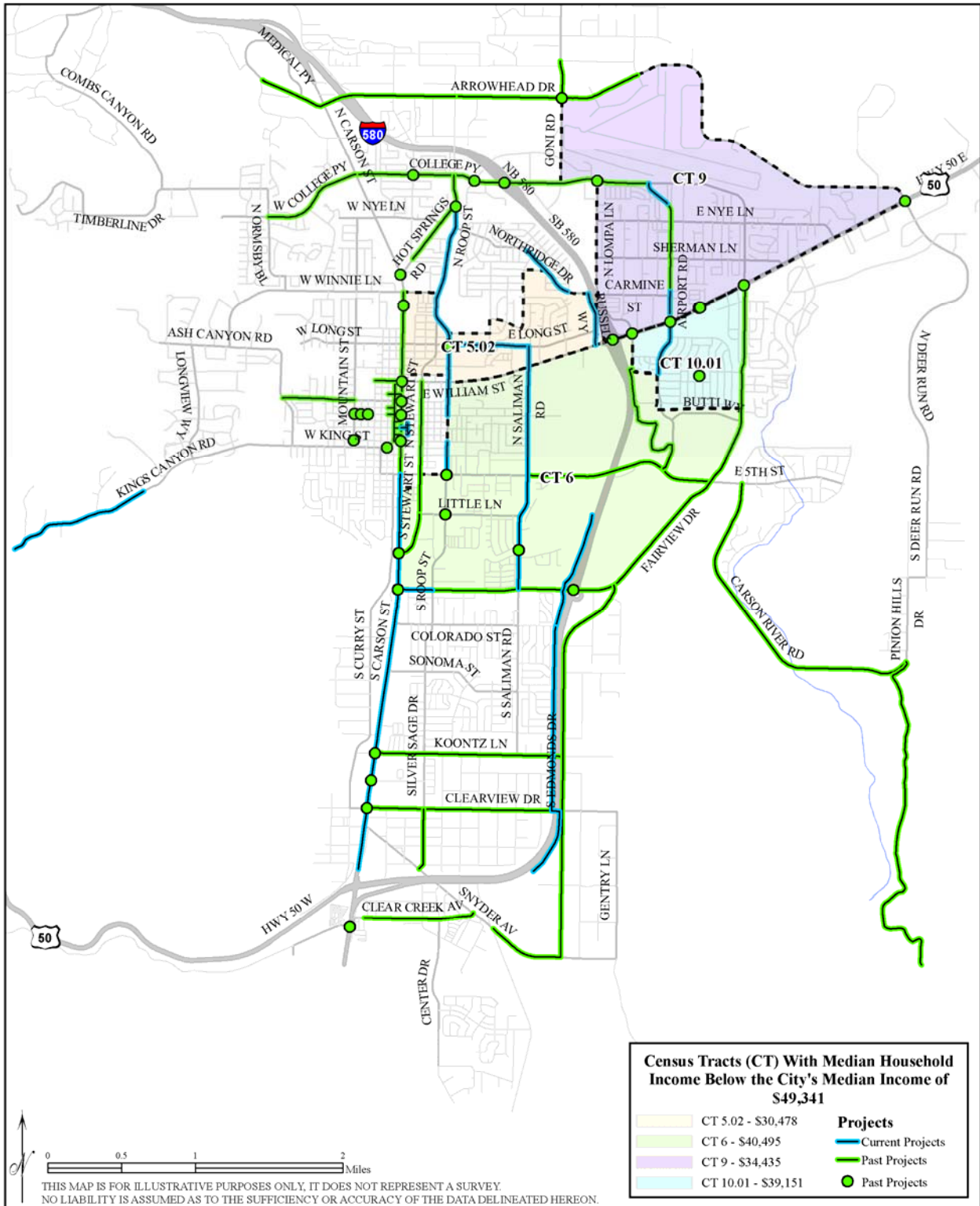


Figure 8 - Map of Capital Projects with Census Tracts Below Average Median Household Income for RTC



2.2 Design

The RTC utilizes both in-house and external design services. The majority of projects are designed in house from start to finish. In an effort to design projects consistently, fairly, and properly, design standards are utilized. CAMPO staff does not provide design services.

The following is a list of design standards used to deliver transportation projects: the Manual on Uniform Traffic Control Devices (MUTCD), the Green Book (A Policy on Geometric Design of Highways and Streets), the Nevada Department of Transportation Access Standards, the 2010 ADA Accessibility Guidelines, the Carson City Municipal Code, the Orange Book (Standards Specification for Public Works Construction), and Carson City Standard Details for Public Works Construction.

2.3 Right-of-Way Acquisition

Right-of-way in the form of temporary easements, permanent easements, and through deeds is acquired by the RTC periodically. CAMPO does not acquire right-of-way. The most common type of acquisition is for temporary easements to allow for construction. RTC projects are commonly funded in part by local, state, and federal funds. RTC complies with all applicable federal and state regulations regarding right-of-way acquisitions, including but not limited to compliance with the Uniform Act.

The RTC employs a Real Property Manager to facilitate right-of-way acquisitions. Furthermore, NDOT staff is consulted to ensure compliance with the Uniform Act. The acquisition of property is based on need and related to transportation projects. All transportation projects are prioritized and selected based on a variety of analytics and factors, which were discussed in Section 2.1 of this program document. Additionally, Section 2.2 provides design standards which are used to establish right-of-way needs.

2.4 Construction of Transportation Projects

Transportation projects are undertaken by the RTC based on an assessment of needs and availability of resources. Information about capital improvement project selection and design is discussed in Sections 2.1 and 2.2 of this document. CAMPO does not construct projects.

RTC makes every effort to provide quality, responsive, and customer service-oriented purchasing, contracting, and related services in accordance with the Nevada Revised Statutes; and to insure that all bid processes are fair and equitable affording vendors an equal opportunity of doing business with the RTC. All construction contracts are required to comply with Executive Order 11246, which requires affirmative action and prohibits federal contractors from discriminating on the basis of race, color, or national origin. Contractors are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations. All federal construction contracts include the appropriate non-discrimination clauses, contained in attachments 1 (Title VI Assurances) and 2 (Form 1273).

All Projects are subject to competitive bidding processes. The RTC uses the [Nevada Government Electronic Marketplace \(NGEM\)](#) to facilitate bidder registration, solicitation publishing, and to transact solicitations electronically.

2.5 Special Emphasis Program Areas

FHWA has not yet identified or designated Special Emphasis Program Areas.

3.0 Limited English Proficiency (LEP)

CAMPO and the RTC are committed to assisting people who do not speak English or do not speak English well. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are limited English proficient, or LEP. These individuals may be entitled to language assistance with respect to a particular type of program, service or activity. This section outlines the LEP protections and plans for compliance. Title VI and Executive Order 13166 prohibit recipients of federal financial assistance from discrimination based on national origin.

- It is the policy of the RTC and CAMPO to take reasonable steps to provide Limited English Proficient individuals with meaningful access to all programs, services or activities
- The RTC and CAMPO shall take reasonable steps to effectively inform the public of the availability of language accessible programs, services, and activities

In line with federal guidance, a “four factor analysis” has been completed to understand language assistant needs and allocate resources appropriately.

Factor 1 - Number and Proportion of LEP Population: An analysis on limited English-speaking households has been conducted to meet the requirements under Title VI of the Civil Rights Act of 1964, which seeks to improve access to services for persons identified as LEP. The purpose is to ensure that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

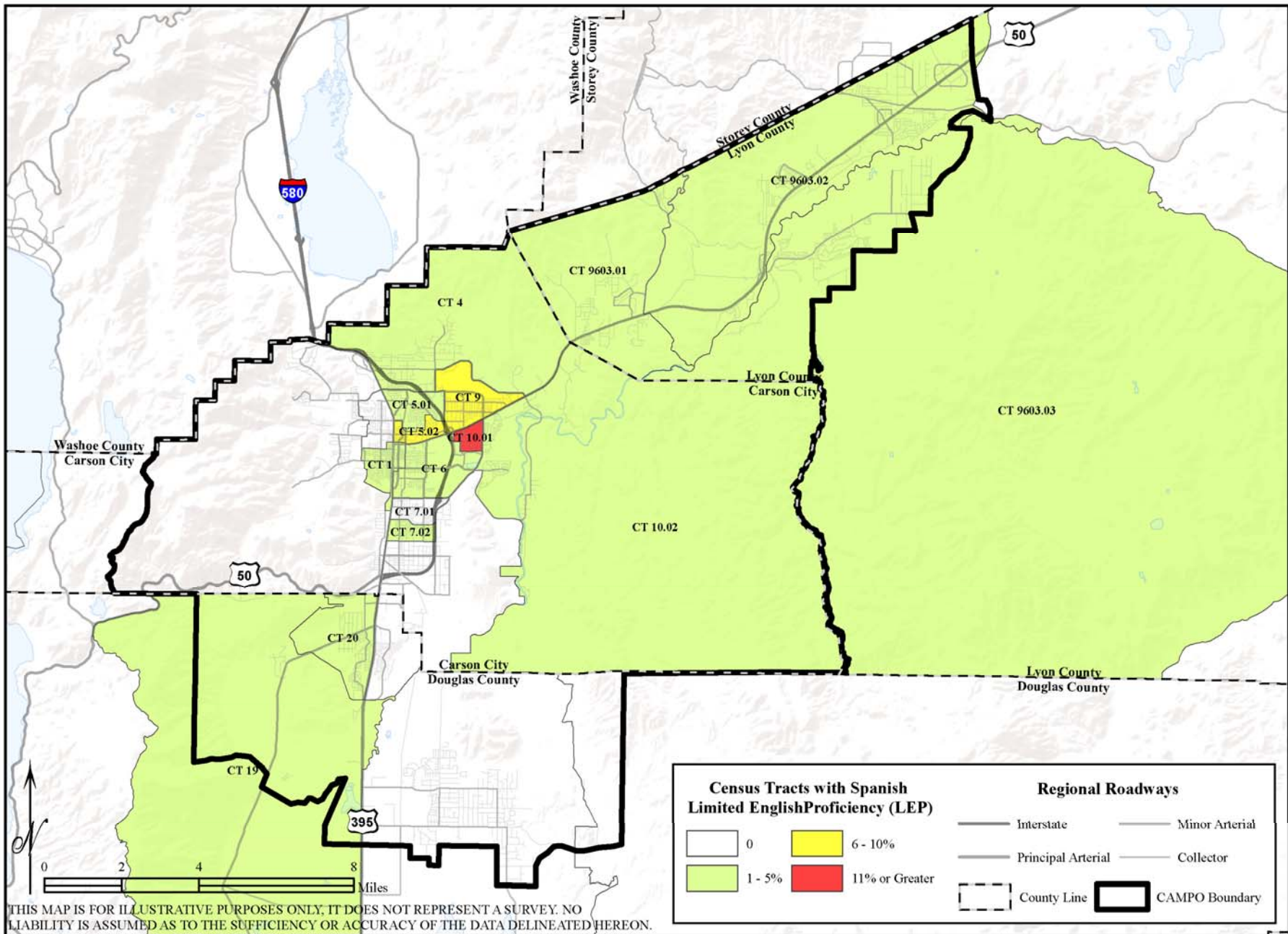
CAMPO and the RTC serve a largely English-speaking community; however, the region has experienced growth in the Spanish-speaking population over recent years. As part of the research for this Title VI Plan, the *2017 American Community Survey (ACS) Block Group 5-Year Estimates* were used to obtain household language data for the Metropolitan Area and Carson City.

Figure 9 below summarize the findings. Limited English-speaking households by origin range between 3.9% and 0.01% of the total number of households for both the CAMPO and Carson City areas. In general, the limited English speaking households are similar between the CAMPO and Carson City areas. This program will continue to track this statistic with future updates to understand translation needs.

Figure 9 - Number of Households and Percent of Limited English Speaking Households				
	CAMPO		Carson City	
Total Service Area Households	33,695	100%	22,158	100%
English Only	27,623	82.0%	17,650	79.7%
Language other than English	6,072	18.0%	4,508	20.3%
Limited English Speaking	1,295	3.8%	1,075	4.9%
Spanish	4,498	13.3%	3,362	15.2%
-Limited English Speaking	1,042	3.1%	868	3.9%
Other Indo-European languages	785	2.3%	573	2.6%
-Limited English Speaking	148	0.4%	141	0.6%
Asian and Pacific Islander languages	606	1.8%	476	2.1%
-Limited English Speaking	77	0.2%	44	0.2%
Other languages	183	0.5%	97	0.4%
-Limited English Speaking	28	0.1%	22	0.1%
<i>*Source: 2017 American Community Survey Block Group 5-Year Estimates, Table C16002</i>				

Figure 10 on the following page displays the physical distribution of Spanish Households (based on Figure 9 data) with limited English speaking individuals in Carson City and the CAMPO area. A concentration of Spanish LEP households is prevalent in the northeastern area of Carson City.

Figure 10 – 2017 LEP Household Distribution in Carson City and CAMPO Area



Factor 2 - Frequency of Contact: Contact with LEP individuals is limited. However, both RTC and CAMPO make continued efforts to engage with all portions of the population.

The most frequent point of contact with LEP individuals is at construction sites when prevailing wage interviews are conducted as part of a RTC construction project. Typically, the construction site foreman has other workers available to translate if needed. If not, translation services are procured.

The second most frequent point of contact with LEP individuals would include public outreach efforts. The frequency of contact differs depending on the subject. Public outreach related to transit route planning, non-motorized transportation planning, and upcoming construction projects would typically have a higher frequency of contact with LEP individuals.

Factor 3 - Nature and Importance of Programs, Services, and Activities: Transportation significantly impacts an individual's quality of life, as such, programs, services, and activities that influence ones transportation habits are important.

Factor 4 - Resources Available: Spanish speaking individuals represent between 13% and 15% of the total population for CAMPO and the Carson City Area, respectively. Spanish speaking LEP individuals represent fewer than four percent of the total population, with other language LEP individuals representing between 0.1-0.6 percent of the population. As a result, public outreach efforts in languages other than English only include Spanish.

As resources allow, the translation of public outreach efforts into Spanish are prioritized for transit route planning, non-motorized transportation planning, and upcoming construction projects. Recently, an online survey for CAMPO's 2050 Regional Transportation Plan was translated into Spanish.

4.0 Public Participation

The RTC and CAMPO are committed to compliance with all federal laws and regulation throughout the public participation process including adherence to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. The following is a list of objectives that CAMPO has committed to achieve through the Public Participation Plan:

1. Notification of the Public and Targeted Groups
2. Solicited Input
3. Demonstrated Consideration
4. Continued Evaluation

Both RTC and CAMPO meet the second Wednesday of every month in the Sierra Room of the Carson City Community Center. All individuals from the public are welcome to attend these meetings, except during emergencies.

The following is a list of efforts for public meetings, employed by RTC and CAMPO to engage all individuals of the public.

- Written notice of all meetings will be given at least three (3) working days before the meeting
- Agendas shall include the time and location of meetings, will be posted in multiple locations, and will be made available upon request. This policy is in accordance with the Nevada open meetings laws (NRS: Chapter 241 – Meetings of State and Local Agencies)
- All agendas/meeting notices and, to the extent possible, all other technical information will be made electronically available on the website at:
<https://www.carson.org/government/departments-g-z/public-works/transportation/rtc-agendas>
- All agenda materials will be written in a concise manner that can be easily understood by the general public
- A diverse mailing list of interested parties including various federal, state and local agencies, organizations, private providers, and local media is maintained. Meeting agendas are electronically mailed to every individual on the distribution list
- All meetings will be open and public, all persons shall be permitted to attend, except in an emergency
- Reasonable efforts will be made to assist and accommodate persons with physical disabilities desiring to attend
- Meetings will be held at convenient and accessible locations in close proximity to public transportation with consideration and accommodation made for individuals covered under the Americans with Disabilities Act (ADA)

- Except in an emergency, all agendas are posted a minimum of three (3) working days prior to the meeting (as per NRS 241) at the following locations:
 - City Hall, 201 North Carson Street
 - Community Center, Sierra Room, 851 East William Street
 - Carson City Library, Carson City Library, 900 North Roop Street
 - Carson City Public Works, 3505 Butti Way
 - Carson City Planning Division, 108 E. Proctor Street
 - Douglas County Executive Offices, 1594 Esmeralda Ave., Minden (CAMPO only)
 - Lyon County Manager's Office, 27 South Main Street, Yerington (CAMPO only)
 - Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
 - Carson City Website: www.carson.org/agendas
 - Official State Website: <https://notice.nv.gov>
- An effort will be made to meet translation or enlargement requests for documents made by Limited English Proficient (LEP) individuals and persons with visual impairments. Services for an interpreter/translator will be acquired as needed

Required by federal regulations, CAMPO has a public participation plan, which is available online: <https://www.carson.org/home/showdocument?id=67564>

Staff will produce and distribute information periodically across the following outlets:

- The *Nevada Appeal* Newspaper
- Online news platforms, such as Carsonnow.org and the Nevadaappeal.com
- Electronic newsletters
- Websites, such as Carson.org and CarsonProud.com, CarsonAreaMPO.com
- Social Media, including Carson City and Public Works Facebook pages

5.0 Contractor Consultant and Vendor Review Procedures

CAMPO and RTC makes every effort to provide quality, responsive, and customer service-oriented purchasing, contracting, and related services in accordance with the Nevada Revised Statutes and federal regulations; and to insure that all bid processes are fair and equitable affording vendors an equal opportunity of doing business.

In all federal procurements requiring a written contract or Purchase Order (PO), the RTC and CAMPO include the following non-discrimination language:

“CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship... CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.”

All construction contracts are required to comply with Executive Order 11246, which requires affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractors are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations. All federal construction contracts and Purchase Orders will include Title VI Assurances (Attachment 1) and FHWA Form 1273 (Attachment 2).

All construction projects over \$100,000 are subject to competitive bidding processes. The RTC uses the [Nevada Government Electronic Marketplace \(NGEM\)](#) to facilitate bidder registration, solicitation publishing, and to transact solicitations electronically.

6.0 Data Collection

The RTC and CAMPO is required by federal regulation to collect statistical data on the race, color, and national origin of participants in and beneficiaries of its programs. The following is a brief description of data collection efforts conducted by RTC and CAMPO:

- Right-of-Way: Race and ethnicity of appraisers used for right of way acquisition and of residents / business owners who have been relocated through the Right of Way acquisition process for capital projects. This information will be reported as part of Title VI Plan updates.
- Planning and Environmental: As part of the Planning Process and this Title VI Plan, staff analyzes demographic maps which include:
 - Demographics on race, color, and national origin by Census Tract
 - Demographics on Household Income
 - Distribution of Capital Projects as it relates to national origin, race, color, and income
- RTC and CAMPO Public Meetings: Sign-in sheets will include space for participants to note race, color, and national origin. This information will be retained for a minimum of three years.

7.0 Compliance and Enforcement Procedures

The RTC and CAMPO is a subrecipient of federal financial assistance and is committed to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 (Title VI). RTC, CAMPO, and its subrecipients of federal-aid funds are committed to ensuring all of its programs and activities are operated in a nondiscriminatory manner. Activities to ensure nondiscrimination compliance:

- Ensure project information is adequately distributed to stakeholders and the public
- Carefully review project activities to avoid disproportionately high or adverse impacts to underserved communities during the construction phases
- Carefully review the distribution of transportation investment dollars to ensure equitable distribution
- Regularly check all contracts and random subcontracts to ensure appropriate nondiscrimination language and required contract inclusions
- Manage all ADA complaints
- Monitor current policies and practices for implementing ADA requirements

8.0 Title VI Notice of Rights and Complaint Procedures

**** Rights Against Discrimination under Title VI of the Civil Rights Act of 1964****

The RTC and CAMPO operate programs and services without regard to race, color, and national origin. Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any RTC or CAMPO program or activity because of their race, color, or national origin may file a discrimination complaint.

Federal law prohibits discrimination on the basis of race, color, or national origin in any RTC or CAMPO programs or activities. This prohibition applies to all branches of RTC and CAMPO, its contractors, consultants, and anyone else who acts on their behalf. Discrimination includes lack of access, harassment, retaliation and disparate impacts from a program or activity. Harassment includes a wide range of abusive and humiliating verbal or physical behaviors. Retaliation includes intimidating, threatening, coercing, or engaging in other discriminatory conduct against anyone because they filed a complaint or otherwise participated a discrimination investigation.

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the RTC or CAMPO may file a Title VI complaint by completing and submitting the Title VI Complaint Form. CAMPO and RTC have established complaint procedures and a form to facilitate the complaint process. Complaints are encouraged to be filed with CAMPO and RTC initially to allow for the quickest resolution.

Complaint procedures and forms are available online or can be picked up at the Carson City Public Works Department. Attachment 4 of this document contains both the English and Spanish versions of the complaint procedures and forms. Complaints maybe submitted via mail, email, fax or in person.

- English Complaint Procedures
- English Complaint Form
- Spanish Complaint Procedures
- Spanish Complaint Form

These will be hyperlinked once the plan is approved.

Complaints will be forwarded to the Nevada Department of Transportation within seven business days. All formal complaints are investigated by NDOT or FHWA, not the RTC or CAMPO. All complaints submitted to NDOT will follow their Title VI Implementation Plan, available online here: <https://www.nevadadot.com/home/showdocument?id=13978#:~:text=The%20Title%20VI%20Implementation%20Plan,regulations%2C%20and%2For%20policy.>

If assistance is needed to file a complaint or if interpretation services are needed, please contact:

Lucia Maloney
 FHWA Title VI Coordinator
 3505 Butti Way
 Carson City, NV 89701
 Phone: 775-887-2355
 E-mail: lmaloney@carson.org

Complaints can also be filed with the NDOT or FHWA. For questions or to file a complaint, please contact either:

Sonnie Braih, Civil Rights Officer,
 Nevada Department of Transportation (NDOT)
 3014 W. Charleston Blvd., Ste. 150, Las Vegas NV 89102
 Main: (702) 730-3301 Fax: (702) 486-0487

Rhonda Motley, Civil Rights Program Manager
 U.S. Department of Transportation, Federal Highway Administration, Nevada Division
 705 N. Plaza Street #220, Ste. 220, Carson City, NV 89701
 Main: (775) 687-1204 Fax: (775) 687-3803
 Office email: nevada.fhwa@fhwa.dot.gov

Federal law dictates that neither CAMPO nor RTC can investigate complaints. However, are required to track and report discrimination complaints. At this time, neither CAMPO or RTC have active or closed Title VI investigations, complaints, or lawsuits. CAMPO and RTC acknowledges, all recipients are required to prepare and maintain a list of any of active investigations, lawsuits, and complaints naming the recipient that allege discrimination on the basis of race, color, or national origin.

Below is the list used for tracking investigations, complaints, and lawsuits in the event such action is brought to CAMPO or RTC:

Investigations, Complaints, and Lawsuits

	Date (month, day, year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) taken
Investigations				
1.				
2.				
Complaints				
1.				
2.				
Lawsuits				
1.				
2.				

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The Carson City Regional Transportation Commission (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Title VI Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Title VI and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

" The Carson City Regional Transportation Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Carson City Regional Transportation Commission also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Carson City Regional Transportation Commission gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Title VI Program. This ASSURANCE is binding on Nevada, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Title VI Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Carson City Regional Transportation Commission

by _____
Brad Bonkowski, Chair

DATED _____

APPENDIX A

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, 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 CFR 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 Federal Highway Administration 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 Federal Highway Administration, 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 Federal Highway Administration 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 Federal Highway Administration 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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Carson City Regional Transportation Commission will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, U.S.C, the Regulations for the Administration of Title VI Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Carson City Regional Transportation Commission all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Carson City Regional Transportation Commission and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Carson City Regional Transportation Commission, its successors and assigns.

The Carson City Regional Transportation Commission, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Carson City Regional Transportation Commission will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Agency Name Here will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Carson City Regional Transportation Commission pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Agency Name Here will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Agency Name Here and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Agency Name Here pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will there upon revert to and vest in and become the absolute property of Agency Name Here and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The Carson Area Metropolitan Planning Organization (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Title VI Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Title VI and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

" The Carson Area Metropolitan Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Carson Area Metropolitan Planning Organization also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Carson Area Metropolitan Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Title VI Program. This ASSURANCE is binding on Nevada, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Title VI Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Carson Area Metropolitan Planning Organization

by _____
 Mark Kimbrough, Chair

DATED _____

APPENDIX A

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, 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 CFR 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 Federal Highway Administration 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 Federal Highway Administration, 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 Federal Highway Administration 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 Federal Highway Administration 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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Carson Area Metropolitan Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, U.S.C, the Regulations for the Administration of Title VI Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Carson Area Metropolitan Planning Organization all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Carson Area Metropolitan Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Carson Area Metropolitan Planning Organization, its successors and assigns.

The Carson Area Metropolitan Planning Organization, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Carson Area Metropolitan Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Agency Name Here will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Carson Area Metropolitan Planning Organization pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Agency Name Here will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Agency Name Here and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Agency Name Here pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Agency Name Here will there upon revert to and vest in and become the absolute property of Agency Name Here and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) 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 (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated 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 Federal 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 contract, the making of any Federal grant, the making 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

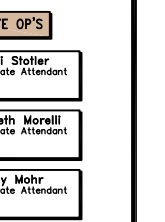
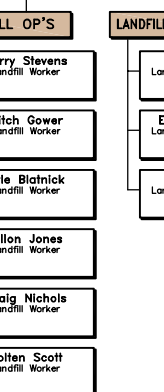
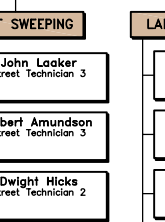
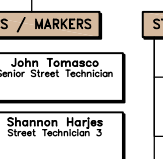
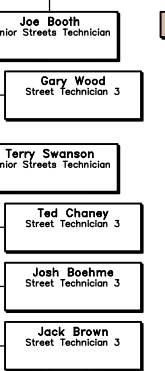
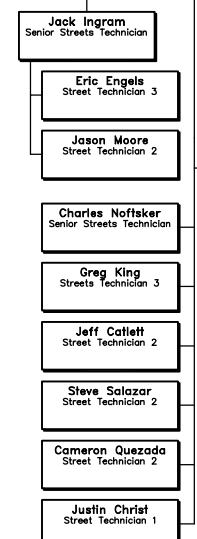
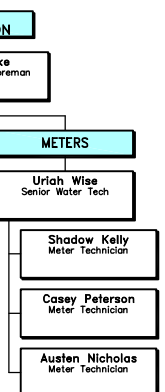
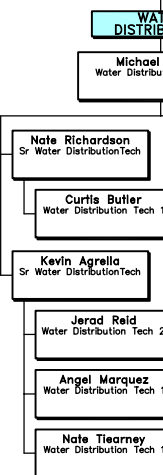
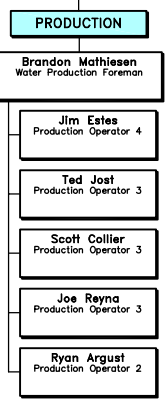
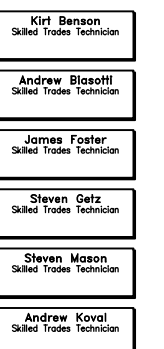
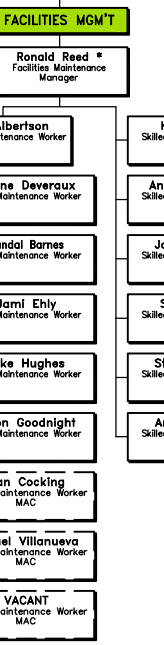
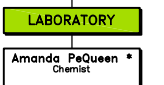
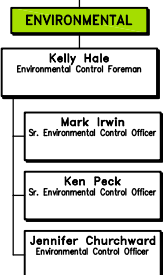
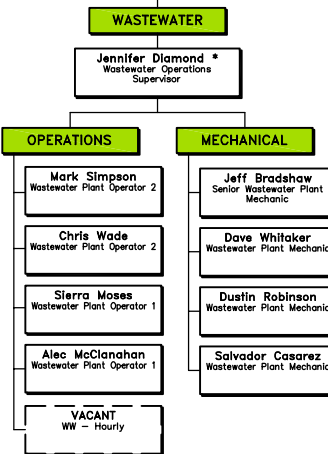
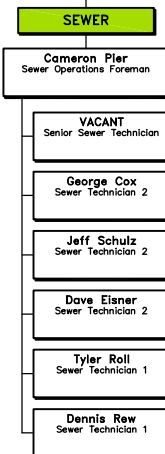
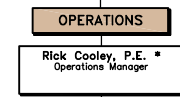
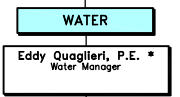
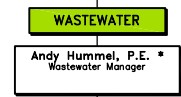
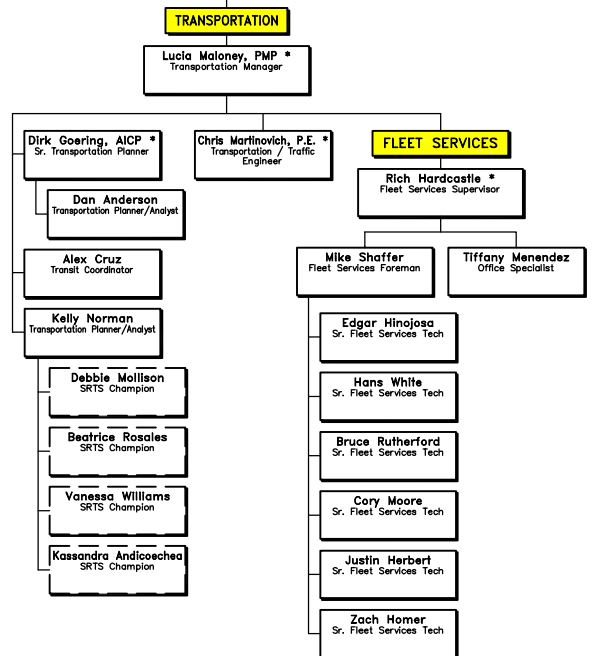
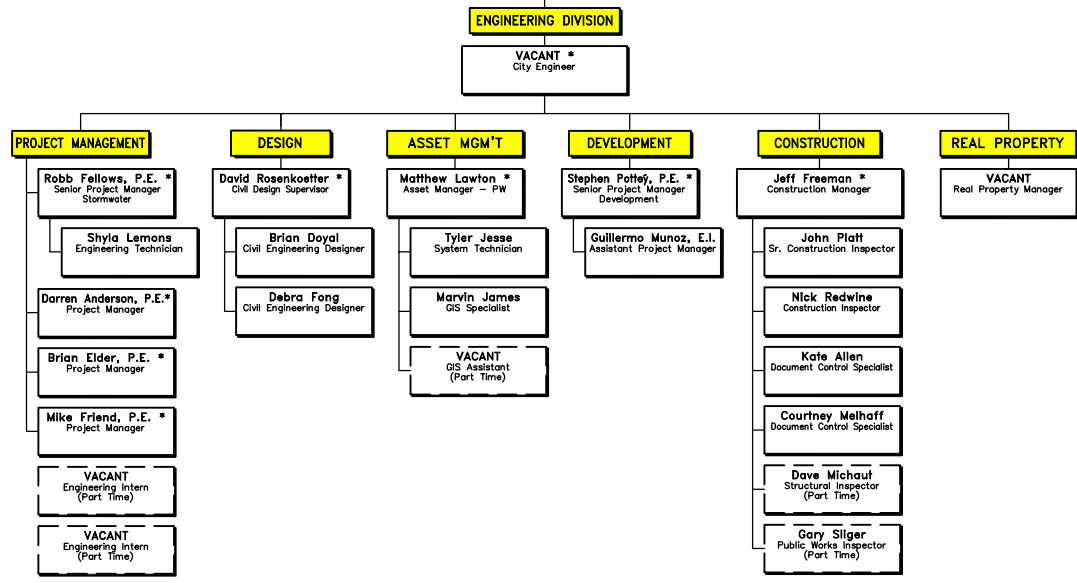
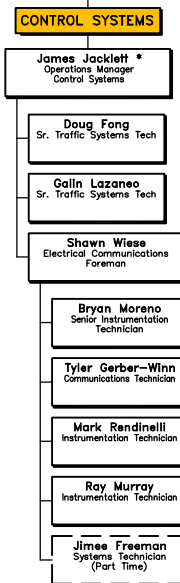
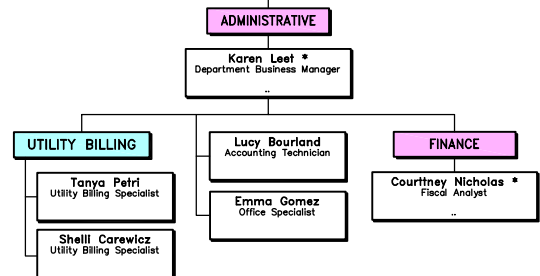
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Public Works Department

Darren Schulz, P.E. *
Director of Public Works

Dan Stucky, P.E. *
Deputy Public Works Director



Total:
135 Full Time Employees
4 Part Time Employees

* DENOTES FLSA "EXEMPT"

REVISED 6/2/2020

Attachment 4

- English Complaint Procedures
- English Complaint Form
- Spanish Complaint Procedures
- Spanish Complaint Form



TITLE VI COMPLAINT PROCEDURES

Federal law prohibits discrimination on the basis of race, color, or national origin in any Carson City Regional Transportation Commission (RTC) or Carson Area Metropolitan Planning Organization (CAMPO) programs or activities. This prohibition applies to all branches of the RTC and CAMPO, its contractors, consultants, and anyone else who acts on behalf of RTC and CAMPO.

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the RTC, CAMPO, or its affiliates may file a Title VI complaint by completing and submitting a Title VI Complaint Form.

Any such complaint may be submitted via mail, email, fax or in person within 180 days following the date of the alleged discriminatory occurrence.

The complaint form may be downloaded from the Links and Resources page at:

<https://www.carson.org/government/departments-g-z/public-works/campo-carson-area-metropolitan-planning-organization-7358>, or by contacting the Title VI Coordinator below.

Complaints should be submitted to:

Attn: Lucia Maloney
FHWA Title VI Coordinator
3505 Butti Way, Carson City, NV 89701
Phone: 775-887-2355 Fax: 775-887-2122
E-mail: lmaloney@carson.org

Title VI complaints shall be documented by the representative receiving the complaint on a form provided for this purpose. Documentation shall include the name of the person filing the complaint, the time, date and place the alleged incident occurred, as well as any other information necessary to fully explain the situation. The complaint shall be dated and assigned a control number for tracking purposes.

Complaints will be forwarded to the Nevada Department of Transportation within seven business days. All formal complaints are investigated by NDOT or FHWA, not the RTC or CAMPO. All complaints submitted to NDOT will follow their Title VI Implementation Plan, available online here:

<https://www.nevadadot.com/home/showdocument?id=13978#:~:text=The%20Title%20VI%20Implementation%20Plan,regulations%2C%20and%2For%20policy>.

Complaints can also be filed with the NDOT or FHWA. For questions or to file a complaint, please contact:

Sonnie Braih, Civil Rights Officer,
Nevada Department of Transportation (NDOT)
3014 W. Charleston Blvd., Ste. 150, Las Vegas NV 89102
Main: (702) 730-3301 Fax: (702) 486-0487

Rhonda Motley, Civil Rights Program Manager
U.S. Department of Transportation, Federal Highway Administration, Nevada Division
705 N. Plaza Street #220, Ste. 220, Carson City, NV 89701
Main: (775) 687-1204 Fax: (775) 687-3803
Office email: nevada.fhwa@fhwa.dot.gov



TITLE VI COMPLAINT FORM



Staff Use Only

Date of Complaint Received: _____ Tracking No. _____

All Title VI complaints shall be forwarded to the Nevada Department of Transportation (NDOT) within seven business days.

---Additional Information available in Title VI Complaint Procedures---

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by CAMPO or the RTC may file a Title VI complaint by completing and submitting this Title VI Complaint Form. The RTC nor CAMPO investigates complaints. All formal complaints are investigated by NDOT or FHWA.

1. Name of Complainant _____
2. Address _____
3. City: _____ State: _____
4. Phone No. _____ E-mail: _____
5. Person Discriminated Against (if other than Complainant): _____
 - a. Address _____
 - b. Phone No. _____
 - c. Email Address _____
 - d. Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: Yes No
6. Date, Time & Place Incident Occurred: _____
7. Nature of Complaint: Race Color National Origin
8. Details of Complaint: please describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known).

9. Where did the discrimination occur? _____
10. Dates and times discrimination occurred? _____

11. Were there any other witnesses to the discrimination?

Name	Organization/Title	Telephone

12. How would you like to see this situation resolved?

13. Have you filed your complaint, grievance, or lawsuit with any other agency or court?

- a. Who _____
- b. When _____
- c. Status (pending, resolved, etc.) _____
- d. Result, if known _____
- e. Complaint number, if known _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature

Date

Please submit this form in person, or mail to:

Lucia Maloney
FHWA Title VI Coordinator
3505 Butti Way
Carson City, NV 89701
Phone: 775-887-2355



TÍTULO VI PROCEDIMIENTOS DE RECLAMACIÓN

La ley federal prohíbe la discriminación por motivos de raza, color, o origen nacional en cualquier programa o actividad de la Comisión de Transporte Regional de Carson City (RTC) o de la Organización de Planificación Metropolitana del Área de Carson (CAMPO). Esta prohibición se aplica a todas las sucursales de RTC y CAMPO, sus contratistas, consultores y cualquier otra persona que actúe en nombre de RTC y CAMPO.

Cualquier persona que crea que él o ella ha sido discriminada por motivos de raza, color, o origen nacional por el RTC, CAMPO o sus afiliados puede presentar una queja del Título VI completando y presentando un Formulario de Queja del Título VI.

Cualquier queja de este tipo puede ser presentada por correo, correo electrónico, fax o en persona dentro de los 180 días posteriores a la fecha del supuesto hecho discriminatorio.

El formulario de queja se puede descargar desde la página de Enlaces y Recursos en:

<https://www.carson.org/government/departments-g-z/public-works/campo-carson-area-metropolitan-planning-organization-7358>, o contactando al Coordinador del Título VI a continuación.

Las quejas deben enviarse a:

Attn: Lucia Maloney
FHWA Coordinador del Título VI
3505 Butti Way, Carson City, NV 89701
Teléfono: 775-887-2355 Fax: 775-887-2122
Correo electrónico: lmaloney@carson.org

Las quejas del Título VI deben ser documentadas por el representante que recibe la queja en un formulario provisto para este propósito. La documentación debe incluir el nombre de la persona que presenta la queja, la hora, la fecha y el lugar donde ocurrió el supuesto incidente, así como cualquier otra información necesaria para explicar completamente la situación. La queja deberá tener fecha y se le asignará un número de control para fines de seguimiento.

Las quejas serán enviadas al Departamento de Transporte de Nevada dentro de los siete días hábiles. Todas las quejas formales son investigadas por NDOT o FHWA, no por RTC o CAMPO. Todas las quejas enviadas a NDOT seguirán su Plan de Implementación del Título VI, disponible en línea aquí:

<https://www.nevadadot.com/home/showdocument?id=13978#:~:text=The%20Title%20VI%20Implementation%20Plan,regulations%2C%20and%2For%20policy>.

Las quejas también se pueden presentar ante el NDOT o FHWA. Para preguntas o presentar una queja, comuníquese con:

Sonnie Braih, Oficial de Derechos Civiles,
Departamento de Transporte de Nevada (NDOT)
3014 W. Charleston Blvd., Ste. 150, Las Vegas NV 89102
Principal: (702) 730-3301 Fax: (702) 486-0487

Rhonda Motley, Gerente del Programa de Derechos Civiles
Departamento de Transporte de EE. UU., Administración Federal de Carreteras, División de Nevada
705 N. Plaza Street #220, Ste. 220, Carson City, NV 89701
Principal: (775) 687-1204 Fax: (775) 687-3803
Correo electrónico: nevada.fhwa@fhwa.dot.gov



TITLE VI FORMULARIO DE RECLAMACIÓN



Staff Use Only

Date of Complaint Received: _____ Tracking No. _____

All Title VI complaints shall be forwarded to the Nevada Department of Transportation (NDOT) within seven business days.

---Additional Information available in Title VI Complaint Procedures---

Cualquier persona que crea que ella o él ha sido discriminado por motivos de raza, color, o origen nacional por CAMPO o el RTC puede presentar una queja de Título VI completando y presentando este Formulario de queja de Título VI. El RTC ni CAMPO investiga las quejas. Todas las quejas formales son investigadas por NDOT o FHWA.

1. Nombre del Delmandante _____
2. Dirección _____
3. Ciudad: _____ Estado: _____
4. Numero de Teléfono _____ Correo Electronico: _____
5. Persona Discriminada (si no es el demandante): _____
 - a. Direccion _____
 - b. Numero de Teléfono. _____
 - c. Correo Electronico _____
 - d. Confirme que ha obtenido el permiso de la parte perjudicada si está presentando una solicitud en nombre de un tercero: Si No
6. Fecha, Hora & Lugar del Incidente Ocurrido: _____
7. Naturaleza de la Queja: Raza Color Origen Nacional
8. Detalles de la Queja: describa a todas las personas involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se sabe).

9. Donde ocurrió la discriminación? _____
10. Fechas y Horas en que ocurrió la discriminación? _____

11. Hubo otros testigos de la discriminación?

Nombre	Organización/Título	Teléfono

12. Como le gustaría ver resuelta esta situación?

13. Ha presentado su queja, reclamo, o demanda ante cualquier otra agencia o tribunal?

- a. Quien _____
- b. Cuando _____
- c. Estado (pendiente, resuelto, etc.) _____
- d. Resultado, si se sabe _____
- e. Numero de Queja, si se sabe _____

Puede adjuntar cualquier material escrito o otra información que considere relevante para su queja.

Firma

Fecha

Envíe este formulario en persona o envíelo por correo a:

Lucia Maloney
FHWA Coordinadora del Título VI
3505 Butti Way
Carson City, NV 89701
Teléfono: 775-887-2355

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Exhibit-2: CAMPO's Unified Planning Work Program Cost/Funding Summary Table

The attached Cost/Funding Summary Table is an excerpt from:

The Carson Area Metropolitan Planning Organization's

Unified Planning Work Program

Last amended February 12, 2020

Full document available here: <https://www.carson.org/home/showdocument?id=69358>

**Table 5.1 CAMPO FY 2019 and FY 2020 UPWP Cost/Funding Summary
Amended 02/12/2020**

Major Work Element	Work Task		Funding Breakdown		
	Task #	Description	CPG	Local Match	Total Cost
1.0 MPO Administration	1.1	General Administration and Work Program Oversight	\$149,743	\$7,881	\$157,624
	1.2	UPWP Development and Administration	\$16,466	\$867	\$17,333
	1.3	MPO Representation	\$56,375	\$2,967	\$59,342
	1.4	Professional Development	\$49,020	\$2,580	\$51,600
2.0 Regional Coordination and Engagement	2.1	Public Participation	\$19,000	\$1,000	\$20,000
	2.2	Regional Transit Coordination and Engagement	\$12,360	\$651	\$13,010
3.0 Regional Multimodal Planning	3.1	2040 Regional Transportation Plan (RTP)*	\$32,259	\$1,698	\$33,957
	3.2	Transit Planning*	\$74,670	\$3,930	\$78,600
	3.3	ITS Planning	\$13,348	\$703	\$14,050
	3.4	Updates to Supporting Regional Planning Documents and Policies*	\$34,422	\$1,812	\$36,234
	3.5	Regional Consistency Review	\$23,767	\$1,251	\$25,018
4.0 Transportation Performance Management	4.1	MAP-21/FAST Act Implementation and Performance Measures	\$37,145	\$1,955	\$39,100
	4.2	Update and Maintain the Transportation Improvement Program	\$24,751	\$1,303	\$26,054
	4.3	Maintain Travel Demand Model*	\$40,565	\$2,135	\$42,700
	4.4	Data Management, Collection, and Performance Measurement	\$43,736	\$2,302	\$46,038
5.0 Asset Planning and Management	5.1	Maintain Pavement Management System*	\$42,706	\$2,248	\$44,954
	5.2	Roadway Asset Management	\$28,671	\$1,509	\$30,180
	5.3	Non-Motorized Asset Management*	\$25,365	\$1,335	\$26,700
	5.4	Transit Asset Management	\$11,590	\$610	\$12,200
Total Funding			\$735,959	\$38,735	\$774,694

*Consultant involvement is expected



STAFF REPORT

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

Meeting Date: August 12, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Discussion Only – Presentation and discussion on ongoing public outreach and development of CAMPO’s 2050 Regional Transportation Plan (RTP).

Staff Summary: Staff will provide an informational update on the ongoing development of the 2050 RTP.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

Over the past six months staff has been developing CAMPO’s 30-year regional transportation plan, the 2050 RTP. To date, the following work has been completed:

- Initial Public Outreach
 - An online survey (open between April 28 - June 9) to understand current and future needs for regional transportation
- Financial assumptions and projections were developed and presented at the June 10, 2020 CAMPO meeting
- Updates to CAMPO’s Travel Demand Model and development of Travel Demand Model outputs depicting roadway Level of Service projections for years 2020, 2030, and 2050
- Development of the Active Transportation Section of the RTP
- Development of the Transit Section of the RTP
- Crash Data and performance measures analyses
- Development of a draft Project List
- Public outreach efforts for comments on material presented to date:
 - Staff-level meetings with Douglas County and Lyon County staff
 - Public Open House Meeting at the Carson City Community Center on June 29, 2020
 - Virtual Presentation and Discussion with the Transportation Resource Advisory Forum for Carson City (TRAFCC), Bicycle and Pedestrian Advisory Committee (BPAC), and Regional Governmental Stakeholders on July 14 and 15, 2020

Upcoming milestones include:

- September 9, 2020 – Public Hearing on the Draft 2050 RTP
- October 14, 2020 – Presentation, public hearing, and CAMPO Board consideration of the Final 2050 RTP

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: CAMPO fund, Unified Planning Work Program account / Task 3.0 – Multimodal Planning / G302820001; and CAMPO fund, 2050 RTP Development / G302820003.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: This work was budgeted under Work Element 3.0 Multimodal Planning of CAMPO’s Unified Planning Work Program (UPWP) (\$230,568). An additional \$40,000 is available for reimbursement per agreement P211-20-804, approved at the June 10, 2020 CAMPO meeting.

Supporting Material

-Exhibit-1: CAMPO’s Unified Planning Work Program Cost/Funding Summary Table

The attached Cost/Funding Summary Table is an excerpt from:

The Carson Area Metropolitan Planning Organization's

2021/2022 Unified Planning Work Program

Full document available here: <https://www.carson.org/home/showdocument?id=71952>

Table 5.1 CAMPO FY 2021 and FY 2022 UPWP Cost/Funding Summary, Adopted May 13, 2020

Work Element	Activity				Funding Breakdown, Overall FY 21 & FY 22					
	#	Description	Milestones (Excludes Ongoing/Recurring Milestones)	Estimated Completion Date	CPG	Local Match	Total Cost			
1.0 MPO Administration	1.1	MPO Administration and Work Program Oversight	Adoption of the FY 2023-2024 UPWP	May 2022	\$275,500	\$14,500	\$290,000			
			Annual Monetary Agreement	May 2021; May 2022						
	1.2	Transportation Improvement Program (TIP) Administration	Adopted FFY 2020-2023 TIP	September 2020						
			Annual Federal Obligations Report	December 30, 2020; December 30, 2021						
1.3	Professional Development									
2.0 Outreach and Engagement	2.1	MPO Representation			\$104,500	\$5,500	\$110,000			
	2.2	Public Participation								
	2.3	Regional Transit Coordination and Engagement	Transit Rider Survey	June 2021						
			Transit Non-Rider Survey	June 2022						
			Establishment of a CAMPO Coordination Coalition	January 2021						
	Establishment of a Transit Ambassador Pilot Program	September 2021								
2.4	Regional Consistency Review									
3.0 Multimodal Planning	3.1	2040/2050 Regional Transportation Plan (RTP)	Final, Adopted 2050 RTP	September 2020	\$219,040	\$11,528	\$230,568			
	3.2	Transit Planning	JAC ADA Paratransit Eligibility Process	March 2021						
			JAC Fixed-Route Policy	July 2021						
	3.3	ITS Planning*	Carson Area Transportation System Management Plan	October 2021						
	3.4	Active Transportation Planning	Review of local ordinances related to e-scooter/e-bicycles	January 2021						
	3.5	Updates to Supporting Regional Planning Documents and Policies*	Local Road Safety Plan for Carson City	August 2021						
US 50 E/William Street Corridor Study			November 2021							
4.0 Transportation Performance Management	4.1	MAP-21/FAST Act Implementation and Performance Measures	Safety Performance Measure Targets	February 2021; February 2022	\$237,500	\$12,500	\$250,000			
			Public Transit Agency Safety Targets	February 2021; February 2022						
			Transit Asset Management Targets	October 2020; October 2021						
			Supporting NDOT's CMAQ Targets	October 2020; October 2021						
	4.2	Maintain Travel Demand Model*								
	4.3	Data Management, Collection, and Performance Measurement	Annual CAMPO Monitoring Report	September 2020; September 2021						
	4.4	Maintain Pavement Management System*	Completed pavement survey for Carson City	June 2021						
			Annual performance reporting of pavement condition within the CAMPO planning area	July 2020; July 2021						
	4.5	Non-Motorized Asset Management	Expanded ADA inventory of narrowness barriers	June 2022						
	4.6	Transit Asset Management								
Total Funding					\$836,540	\$44,028	\$880,568			

**Consultant involvement is expected*