



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

Day: Wednesday
Date: February 9, 2022
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Robert "Bob" Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

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 applicable Directives issued under authority of the Governor's Declaration of Emergency, including Directive 045 and 047, and subject to any potential changes in state or federal mandates or guidelines, face coverings are required to be worn when attending this meeting in person.

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

The public may provide public comment in advance of a meeting by written submission to the following email address: cmartinovich@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

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

Join by phone:
Phone Number: +1-408-418-9388
Meeting Number: 2495 907 1129

1. Call to Order – Regional Transportation Commission

2. Roll Call

3. Public Comment**

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

4. For Possible Action: Approval of Minutes – January 12, 2022

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding Carson City’s annual submission and certification to the Nevada Department of Transportation (“NDOT”) identifying the improved roads or streets maintained by the City within a public right-of-way, as required by Nevada Revised Statute (“NRS”) 365.550(8).

Staff Summary: NRS 365.550(8) requires the City to annually certify and submit to NDOT a list of the improved roads or streets maintained by Carson City as well the total mileage for those roads or streets. NDOT uses this submission to calculate annual Motor Fuel Tax revenue. As of December 31, 2021, Carson City maintains 303.73 centerline miles of improved roads.

5-B For Possible Action – Discussion and possible action regarding Amendment No. 3 (“Amendment”) to Contract No. 1516-018 (“Contract”) between the Carson City RTC and Ecolane USA, Inc. (“Ecolane”), to extend the contract period through December 17, 2022 and increase the contract funding by a not to exceed amount of \$6,695 for transit service software and support for Jump Around Carson (“JAC”) transit service operations and to authorize the Transportation Manager to sign the proposed Amendment.

Staff Summary: Since August of 2015, Ecolane has been providing transit software and other software support services to facilitate the operation of JAC through the Contract, which the RTC approved. Approval of the Amendment extends the existing contact period and conditions through December 17, 2022, allowing for the continued use of Ecolane’s transit software and software support services.

6. Non-Action Items

6-A Transportation Manager’s Report

6-B Street operations activity report for December 2021

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

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

7. Public Comment**

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

8. For Possible Action: To Adjourn

**PUBLIC COMMENT LIMITATIONS – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. Public comment will be taken at the beginning of the agenda before any action is taken and again at the end before adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. The Chair may call for or allow additional individual-item public comment at the time of the body's consideration of the item when: (1) the comment will be provided from a person who is directly involved with the item, such as City staff or an applicant; or (2) it involves any person's or entity's due process appeal or hearing rights provided by statute or the Carson City Municipal Code. Comments may be limited to three minutes per person or topic, at the discretion of the Chair in order to facilitate the meeting.

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

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agendized item.

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

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

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

www.carson.org/agendas

<http://notice.nv.gov>

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CARSON CITY REGIONAL TRANSPORTATION COMMISSION**Minutes of the January 12, 2022 Meeting****Page 1****DRAFT**

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, January 12, 2022, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chair Lisa Schuette
Commissioner Robert "Jim" Dodson
Commissioner Chas Macquarie (via telephone)
Commissioner Greg Stedfield

STAFF: Dan Stucky, Deputy Public Works Director
Chris Martinovich, Transportation Manager
Adam Tully, Deputy District Attorney
Kelly Norman, Transportation Planner/Analyst
Marquis Williams, Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Alex Cruz, Transit Coordinator
Tamar Warren, Senior Public Meetings Clerk

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

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

(5:03:38) – Chairperson Bagwell called the meeting to order at 5:03 p.m.

2. ROLL CALL

(5:03:45) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:04:01) – Chairperson Bagwell entertained public comments; however, none were forthcoming

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – DECEMBER 8, 2021.

(5:04:20) – Chairperson Bagwell introduced the item and entertained comments and/or corrections.

(5:04:33) – Commissioner Dodson moved to approve the minutes of the December 8, 2021 RTC meeting as presented. The motion was seconded by Vice Chair Schuette and carried 4-0-1, with Commissioner Novak abstaining as he was not present at that meeting.

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5. PUBLIC MEETING ITEMS

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING UPDATING THE CARSON CITY COMPLETE STREETS POLICY (“POLICY”).

(5:05:06) – Chairperson Bagwell introduced the item and entertained disclosures. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action.

(5:06:16) – Mr. Martinovich provided background and explained the two components of the Carson City Complete Streets Policy. He referenced SB 285 and noted that the first component of the agenda item would provide the Commission an update on how the Bill would affect future projects. Mr. Martinovich also noted that the second component would be to receive a recommendation from the commission on updates to Carson City’s Complete Streets program.

(5:07:03) – Mr. Williams gave background on the Policy which had been adopted in 2014, and reviewed the proposed updates, which are incorporated into the record as late material.

(5:10:33) – Mr. Martinovich reviewed a PowerPoint presentation, incorporated into the record, which included the proposed Complete Streets amendment implementation strategies and exceptions. He also responded to clarifying questions. Chairperson Bagwell agreed with the general direction; however, she cautioned against displacing on-street parking for bicycle lanes when rehabilitating existing roads. Discussion ensued and Mr. Martinovich highlighted a modification to the earlier Policy to now read:

Sec. 5. NRS 277A.285 is hereby amended to read as follows: 277A.285 1. A commission may adopt a policy for a Complete Streets Program and may plan and carry out projects as a part of a Complete Streets Program. To the extent practicable, the projects must integrate bicycle lanes and bicycle routes, facilities and signs into all plans, designs, construction and maintenance of roads.

(5:32:24) – Mr. Martinovich clarified that this discussion was the first step to bringing future agenda items to the RTC regarding future Complete Streets implementations, adding that it was a kickoff to future discussions.

(5:34:14) – Commissioner Macquarie believed that the amended Policy provided flexibility for rehabilitated streets; however, he recommended added clarity relating to guidelines and requirements for new developments and was in favor of a design manual or a toolbox for developers to follow. Commissioner Schuette was also in favor of a design manual and suggested clarifying the reasons behind the Policy to builders and residents. She wished to be mindful of street parking, but also believed that “people would participate in the community more by welcoming a Complete Streets Policy.” Commissioner Novak recommended that City Staff coordinate with all governmental and tribal entities.

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He was also informed by Mr. Martinovich that if the bicycle lane is adjacent to the travel lane, then it would be swept as part of the curb and gutter cleaning. Several minor typographical changes were also highlighted by the Commissioners. Chairperson Bagwell entertained additional comments and noted that the record should reflect the Commission's desire to have a toolbox integrated into the Policy. She also entertained a motion.

(5:45:37) – Commissioner Novak moved to approve the amendment to the Carson City Complete Streets Policy, as amended, [and direct staff to pursue other possible revisions and concepts to Carson City's Complete Streets program, as discussed on the record.] The motion was seconded by Commissioner Macquarie and carried 5-0-0.

6. NON-ACTION ITEMS:

6-A TRANSPORTATION MANAGER'S REPORT

(5:47:25) – Mr. Martinovich praised the street maintenance crews for the snow and tree removal caused by the recent storms. He also encouraged visiting the carsonproud.com site to provide input as part of the public outreach for the East William Street Corridor project and to review the Colorado Street project which was nearing the 100 percent design phase. Mr. Martinovich clarified that the Kings Canyon project had been placed on hold due to weather issues, adding that the road was paved; however, some drainage issues still needed addressing. He also welcomed Commissioner Novak to the RTC.

6-B STREET OPERATIONS ACTIVITY REPORT FOR NOVEMBER 2021

(5:49:54) – Chair Bagwell referenced the Street Operations Activity Report for November 2021 and entertained questions; however, none were forthcoming.

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

- FUTURE AGENDA ITEMS
- STATUS REVIEW OF ADDITIONAL PROJECTS
- INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS
- CORRESPONDENCE TO THE RTC
- ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC
- ADDITIONAL STAFF COMMENTS AND STATUS REPORTS

7. PUBLIC COMMENT

(5:50:40) – Chairperson Bagwell entertained final public comments. Dee Dee Foremaster, Executive Director of the Rural Center for Independent Living (RCIL) and Do Drop In, noted that those performing street improvements should follow the Americans with Disabilities Act (ADA) requirements. She also requested that when working on a sidewalk on one side of the road, the sidewalk on the other side should remain accessible. Ms. Foremaster recommended training the construction crews on ADA requirements prior to the start of the project.

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8. FOR POSSIBLE ACTION: TO ADJOURN

(5:54:36) – Chairperson Bagwell adjourned the meeting at 5:54 p.m.

The Minutes of the January 12, 2022 Carson City Regional Transportation Commission meeting are so approved this 9th day of February, 2022.



STAFF REPORT

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

Meeting Date: February 9, 2022

Staff Contact: Kelly Norman, Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding Carson City’s annual submission and certification to the Nevada Department of Transportation (“NDOT”) identifying the improved roads or streets maintained by the City within a public right-of-way, as required by Nevada Revised Statute (“NRS”) 365.550(8).

Staff Summary: NRS 365.550(8) requires the City to annually certify and submit to NDOT a list of the improved roads or streets maintained by Carson City as well as the total mileage for those roads or streets. NDOT uses this submission to calculate annual Motor Fuel Tax revenue. As of December 31, 2021, Carson City maintains 303.73 centerline miles of improved roads.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to certify that Carson City maintains the improved roads or streets identified in the Carson City Road Inventory, as presented.

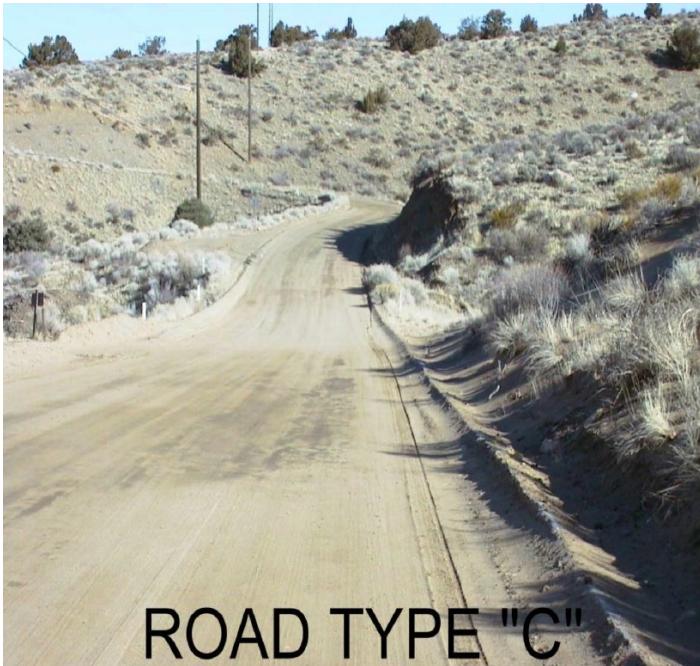
Background/Issues & Analysis:

Carson City currently maintains 303.73 centerline miles of improved roads that are accessible to the public. NDOT requests that each county or incorporated city identify the improved roads it maintains and certify the total centerline miles of those roads for the purpose of calculating the annual Motor Fuel Tax revenue for that county or incorporated city. NRS 365.550 requires this road maintenance disclosure for the City to receive reimbursement for fuel taxes collected by the State of Nevada.

Each year, staff identifies all improved, City-maintained streets and calculates their total centerline miles. This number is revised annually to incorporate any abandoned roads, newly constructed or accepted roads, and to reflect changes to the City’s road maintenance obligations. NRS 365.550(8) requires a public hearing in which the roads maintained by the City are identified and presented.

For a road to be eligible for fuel tax compensation, it must be classified as Type “C” or greater roadway, as defined by NDOT and the Legislative Committee for Local Government Taxes and Finance. Figure 1 provides an example of a Type “C” road. These roads shall be aligned and graded to allow reasonable convenient use by a motor vehicle and drained sufficiently by a longitudinal and transverse drainage system to prevent serious impairment of the road or street by surface water.

Figure 1: Example of a Type “C” road



Applicable Statute, Code, Policy, Rule or Regulation
NRS 365.550(8)

Financial Information

Is there a fiscal impact? Yes No

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

Is it currently budgeted? Yes No

Financial Explanation: There is no immediate impact to the current budget, however, the information within this item will be used by NDOT to calculate the amount of Motor Fuel Tax revenue allocated to the City.

Alternatives

Do not certify the mileage of improved roads or streets maintained by the City and provide alternate direction to staff.

Supporting Material

- Exhibit-1: Map of improved roads or streets maintained by Carson City as of December 31, 2021-West
- Exhibit-2: Map of improved roads or streets maintained by Carson City as of December 31, 2021- East

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

(Vote Recorded By)

WEST CARSON CITY

Exhibit-1: Map of improved roads or streets maintained by Carson City as of December 31, 2021-West

WASHOE COUNTY

CARSON CITY

CARSON CITY

DOUGLAS COUNTY

2021 Public Right-of-Way Maintained as of December 31, 2021

All Roads in Carson City

■ Carson City

Douglas

■ Lyon

14

Washed
3,00

1000

Washoe
3,000
Feet

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Exhibit-2: Map of improved roads or streets maintained by Carson City as of December 31, 2021- East

EAST CARSON CITY

WASHOE COUNTY

LYON COUNTY

Carson City Road Inventory

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

2021 Public Right-of-Way Maintained as of December 31, 2021

All Roads in Carson City

Carson City

Douglas

Lyon

Washoe

Packet Page 13

0 2,400 Feet

N

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STAFF REPORT

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

Meeting Date: February 9, 2022

Staff Contact: Alex Cruz, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding Amendment No. 3 (“Amendment”) to Contract No. 1516-018 (“Contract”) between the Carson City RTC and Ecolane USA, Inc. (“Ecolane”), to extend the contract period through December 17, 2022 and increase the contract funding by a not to exceed amount of \$6,695 for transit service software and support for Jump Around Carson (“JAC”) transit service operations and to authorize the Transportation Manager to sign the proposed Amendment.

Staff Summary: Since August of 2015, Ecolane has been providing transit software and other software support services to facilitate the operation of JAC through the Contract, which the RTC approved. Approval of the Amendment extends the existing contact period and conditions through December 17, 2022, allowing for the continued use of Ecolane’s transit software and software support services.

Agenda Action: Formal Action/Motion

Time Requested: 5 Minutes

Proposed Motion

I move to approve Amendment No. 3 as presented and to authorize the Transportation Manager to execute the Amendment.

Background/Issues & Analysis:

Ecolane’s software provides operational and administrative support to JAC including services for both fixed-route and paratransit such as route and passenger ridership data, route scheduling and coordination, and the dial-a-ride program that provides transportation for individuals with disabilities.

The RTC approved the Contract with Ecolane in August 2015. The Contract included two options to extend the Contract by two years, and both of those options were exercised. This contract amendment will extend the terms of the existing contract to December 17, 2022.

Staff are currently reviewing other software applications for fixed-route and paratransit services that will provide Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) services to integrate with the previously approved additions of a contactless fare payment system, automatic passenger counters, and free WiFi for riders. The Amendment is intended to maintain the status quo for a relatively short period while staff completes diligence on these potential software applications.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(h)

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Transit fund, Technical Equipment / 2253026-500676

Is it currently budgeted? Yes No

Financial Explanation: If approved, the Transit fund, Technical Equipment account will be reduced by \$6,695. This project is funded at 50% federal share with existing Federal Transit Administration grants. The 50% required local match of \$3,347.50 is available within the Transit fund. The budget available is \$13,514.

Alternatives

Do not approve the contract Amendment and provide alternate direction to staff.

Supporting Material

- Exhibit-1: Amendment No. 3 to Contract 1516-018.
- Exhibit-2: Executed Contract 1516-018 & Amendments 1 & 2

Board Action Taken:

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

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract#: # 1516-018
Title: Bus Service Software
Amendment # 3

If Consideration will be amended, please indicate amount: Add a third maintenance option to the contract, with a one-year term expiring December 17, 2022 and compensation for a not to exceed amount of \$6,695 to Consultant.

Reason for amendment: Extend the terms of the contract.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when approved by the Carson City Regional Transportation Commission.

Approved by:

(1) City Department: Public Works

Name/Title: Christopher Martinovich, Transportation Manager

Signature: _____ Date: _____

(2) District Attorney's Office

Name/Title: Adam Tully, Deputy District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Consultant, Ecolane USA, Inc.:

Name/Title: Spiro Gjorgjievski, President

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract#: # 1516-018
Title: Bus Service Software
Amendment # 3

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of February 9, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment # 3 to **CONTRACT No. 1516-018**. Further, the Regional Transportation Commission authorizes the Transportation Manager for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Amendment for Contract in accordance with the action taken.

CARSON CITY, NEVADA

CHRISTOPHER MARTINOVICH
Transportation Manager

DATED this ____ day of February, 2022.

ATTEST:

AUBREY ROWLATT
Clerk-Recorder

DATED this ____ day of February, 2022.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: July 29, 2015

Agenda Date Requested: August 12, 2015

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1516-018 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Ecolane USA, Inc., to provide Transit Service Software and Support Software for the Jump Around Carson's (JAC) bus system through December 17, 2017, for a not to exceed amount of \$69,666.00 with two (2) additional two (2) year maintenance options at \$6,500 per year to be reimbursed by Federal Transit Administration (FTA) 5307 grant funds at a rate of 80%.

Staff Summary: Staff is requesting approval of a contract with Ecolane USA, Inc. for transit service software and software support. The software will provide operations and administrative support to Jump Around Carson's (JAC) bus system, including its dial-a-ride program that provides transportation for individuals with disabilities. Development of the customized software and implementation, including staff training, will take several months. The new software will go into effect on December 17, 2015, and will have performance advantages from the current software provider. JAC will terminate the current software provider's contract on December 31, 2015, allowing for an overlap in contracts to ensure JAC operations have continued use of transit software during this transition. Additionally, the City is contracting separately with Bishop Peak Technology, as a complementary contract, to provide mobile applications for transit customers and additional administrative analytical software for JAC operations.

Type of Action Requested: (check one)

() None – Information Only
() Formal Action/Motion

Recommended Commission Action: I move to approve Contract No. 1516-018 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Ecolane USA, Inc., to provide Transit Service Software and Software Support for the Jump Around Carson's (JAC) bus system through December 17, 2017, for a not to exceed amount of \$69,666.00 with two (2) additional two (2) year maintenance options at \$6,500 per year.

Explanation for Recommended Commission Action: Pursuant to NRS 332.115(1)(b): (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and NRS 625.530, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$69,666.00

Explanation of Impact: \$69,666.00 with 80% reimbursement from FTA 5307 funds

Funding Source: FTA 5307 grant funds in account 225-3026-430.06-76 will fund the initial invoice of \$34,272, as provided for in FY 2015/2016. FY 2015/2016 budget is \$36,000. The remaining cost of \$35,394 will be funded by FY 2015 ending fund balance.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1516-018 and Exhibit A and B.

Prepared By: Laura Tadman, Purchasing and Contracts Administrator

Reviewed By: Peter Boller Date: 8/3/15
(Transportation Manager)
Art. Jr. Date: 8/4/15
(Public Works Director)
Sam Pauers Date: 8/3/15
(Finance Director)
Joseph L. Wenzel Date: 8/3/15
(District Attorney's Office)

Commission Action Taken:

Motion: Approved 1) M. Kimbrough Aye/Nay
2) J. Smolewski 5-0-0

TH
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

THIS CONTRACT made and entered into this 19 day of August 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Ecolane USA, Inc. hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

WHEREAS, this Contract (does involve) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(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) (See Exhibit B); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for CONTRACT No. 1516-018 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

For P&C Use Only	
CCBL expires	<u>12/31/15</u>
GL expires	<u>7/1/16</u>
AL expires	<u>5/29/16</u>
PL expires	<u>11/15</u>
WC expires	<u>10/1/15</u>

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

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

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

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

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

2.8 CITY Responsibilities:

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

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

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

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

3. CONTRACT TERM:

3.1 This Contract shall be effective from August 13, 2015, subject to Carson City Regional Transportation Commission to December 17, 2017, with two (2) additional two (2) year maintenance options, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

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4. NOTICE:

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

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

(Rex A Clark, III, Vice President of Sales
Ecolane USA, Inc.
1150 First Avenue, Suite 910
King of Prussia, PA 19406
610-312-0033 Ext 123) / 712-764-6101
email: rex.clark@ecolane.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and CITY agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty-Nine Thousand Six hundred and Sixty-six Dollars and 00/100 (\$69,666.00), with two (2) additional two (2) year maintenance options at Six Thousand Five Hundred Dollars and 00/100 (\$6,500) per year 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

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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 **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,

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work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (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

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

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

7.6 Notice of Termination:

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract 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

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

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

- 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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governmental entity.

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

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

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**.

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

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

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

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

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

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

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

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

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

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

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

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

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

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

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

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

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

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

13.22.1 *Minimum Limit required:*

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

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

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

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

14. BUSINESS LICENSE:

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

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

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally

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and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. **WAIVER OF BREACH:**

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

17. **SEVERABILITY:**

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

18. **ASSIGNMENT / DELEGATION:**

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

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

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are

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presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

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

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

23. **LOBBYING:**

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

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

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

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

24. **GENERAL WARRANTY:**

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

25. **PROPER AUTHORITY:**

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

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

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. **GOVERNING LAW / JURISDICTION:**

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

28. **ENTIRE CONTRACT AND MODIFICATION:**

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-018
Title: Bus Service Software (Ecolane USA, INC.)

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

By: Nancy Paulson

Nancy Paulson, Finance Director

Dated 8/3/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: Joseph L. Ward Jr.

Deputy District Attorney

Dated 8/3/15

CITY'S ORIGINATING DEPARTMENT

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

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

By: D. Schulz

Dated 8/4/15

Funding Source: 225-3026-430.06-76
Project # N/A

PROJECT CONTACT PERSON:

Graham Dollarhide, Transit Coordinator
Telephone: 775-283-7583

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

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: Steve Ross

TITLE: Chief Executive Officer

FIRM: Ecolane USA, Inc.

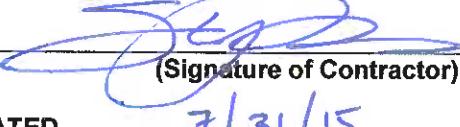
CARSON CITY BUSINESS LICENSE #: 15-

Address: 1150 First Avenue, Suite 910

City: King of Prussia **State:** PA **Zip Code:** 19406

Telephone: (610) 312-0033 EXT 156/ **Fax:** (712) 764-6101

E-mail Address: steve.ross@ecolane.com


(Signature of Contractor)

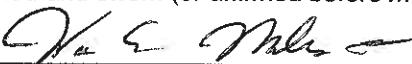
DATED 7/31/15

STATE OF PENNSYLVANIA)

)ss

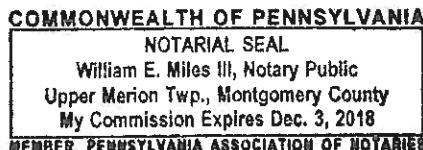
County of Montgomery)

Signed and sworn (or affirmed before me on this 31st day of JULY, 2015.



(Signature of Notary)

(Notary Stamp)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1516-018

Title: Bus Service Software (Ecolane USA, INC.)

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of August 12, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-018**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA



Brad Bonkowski, Chairperson

DATED this 12th day of August, 2015.

ATTEST:

For: 
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 12th day of August, 2015.

Ecolane DRT Price Proposal for Carson City, NV
Effective August 11, 2015

Ecolane

Number of Demand Response Vehicles	7
Fixed Route Vehicles	7
Fixed Routes	4
1. Ecolane DRT system	
Ecolane DRT Software System - Includes all advanced reporting	\$ 13,300
Includes map data for service area - typically for their service area <5 counties	
Ecolane Fixed Route Software including manual passenger counting	\$ 8,000
Includes static GTFS data	
Carson City 25% discount off FR Software	\$ (2,000)
2. Ecolane Touch Screen MDT Software	
Ecolane MDT Software for Android platform includes turn by turn navigation	\$ 11,200
Centers View Portal	\$ 6,995
Self Service Web Requests	\$ 12,995
3. Hardware	
Tablets using Android OS Carson City supplied	
Ecolane mounting hardware \$199 per vehicle	\$ 2,786
4. Installation/Implementation/Training/Go Live	
Installation of Ecolane DRT System and MDT's	\$ 9,900
Training/Go Live Support	\$ 11,880
Other: Travel (Three on-site trips)	\$ 8,100
5. Maintenance and Support and System Hosting	
First year Hosting included	\$ -
First year Support included	\$ -
Annual Map License (match with row 9) included	\$ -
Annual Maintenance (Years 3-6, per year) Includes updates and hosting	\$ 6,500
Annual Hosting included	\$ -
Annual Support included	\$ -
Upgrades included	\$ -
Updates included	\$ -
PURCHASE TOTAL COST	
DRT Licenses and MDT Software Licenses (Item 1 + Item 2)	\$ 52,490
Year 2 License including all support, updates and hosting	\$ 6,500
40% (not added to total again)	\$ 23,596.00
60% (not added to total again)	\$ 35,394.00
Carson City discount	\$ (21,990)
Hardware ****	\$ 2,786
Services (Item 4)	\$ 29,880
Total System Purchase Costs before guarantee is met	\$ 34,272
Total System Purchase Costs after guarantee is met	\$ 69,666
Annual Costs Yrs. 3-6	\$ 6,500

Implementation/Training assumes 8 hours per day on-site excluding weekends and holidays.

Prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.

Customer may purchase Android tablets and airtime for Tablets through cellular provider. Prices for Tablets range from \$0 to \$499 depending on carrier. Please coordinate your cellular provider with Ecolane prior to ordering hardware.

Customer responsible for Google Earth (see:earth.google.com)

*Data plan does not include web browsing, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for any overages.

**Upgrade and webinar training is included for upgrades, additional on site or new employee training is charged at Refresher Training rate plus travel as applicable.

*** SMS Text messaging also includes text messaging costs of \$1500 per every 10,000 text messages

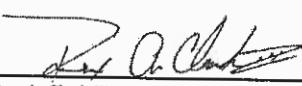
**** Client may purchase tablets and deduct cost from this estimate. Hardware includes factory warranty only.

Pricing is valid for 60 days

Pricing terms: \$34,272 due at contract signing; \$35,394 due at due upon acceptance of guarantee no longer than 90 days from go live

Exhibit A

Signed
Name
Title
Date


Rex A. Clark III
Vice President of Sales
August 11, 2015
Packet Page 37

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-018
Title: Bus Service Software (Ecolane USA, INC.)

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Karen White
3505 Butti Way
Carson City NV 89701

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

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

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**REQUIRED FEDERAL CLAUSES
(Procurements Exceeding \$25,000)**

Vendor agrees to comply with the following required clauses for this FTA-assisted procurement:

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

EXHIBIT B

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.34%. A separate contract goal has not been established for this procurement.
- b. The contractor 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 this DOT-assisted contract. 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 City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of

EXHIBIT B

payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

AMENDMENT FOR CONTRACT

Contract #: # 1516-018

Title: Bus Service Software

Amendment # 1

If Consideration will be amended, please indicate amount: Additional \$13,000 and exercise the first contract extension option for 2-year maintenance term through December 17, 2019

Reason for amendment: Extend the terms as per the contract

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: M. Schulz Date: 10/16/17

(2) District Attorney's Office:

Name/Title: Deputy District Attorney

Signature: J. M. Rader Date: 10/20/17

(3) Carson City Purchasing and Contracts:

Name/Title: Laura Rader, Purchasing and Contracts Administrator

Signature: Laura Rader Date: 10/24/17

(4) Ecolane USA, Inc.:

Name/Title: Steve Ross, Chief Executive Officer

Signature: Steve Ross Date: 10/13/17

AMENDMENT FOR CONTRACT

Contract #: # 1516-018

Title: Bus Service Software

Amendment # 2

If Consideration will be amended, please indicate amount: Additional \$13,000 and exercise the second contract extension option for 2-year maintenance term through December 17, 2021.

Reason for amendment: Extend the terms as per the contract.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: D. Schulz Date: 12/11/19

(2) District Attorney's Office:

Name/Title: Todd Reese, Deputy District Attorney

Signature: Todd Reese Date: 12/11/19

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: Carol Akers Date: 12/12/19

(4) Ecolane USA, Inc.:

Name/Title: Steve Ross, Chief Executive Officer

Signature: Steve Ross Date: 12/11/19

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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: February 9, 2022
To: Regional Transportation Commission
From: Justin Tearney, Street Supervisor
Date Prepared: February 3, 2022
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission's Information

Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of December 2021

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	220
Street Patching Operation (tons of asphalt)	26	407
Pot Holes Repaired	0	34

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	0	156
Tree Removal	0	15
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	0	3,771

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	15	191
Curb & Gutter (linear feet)	36	1,422
Sidewalk & Flat Work (sq/ft)	634	6,391
Wheel Chair Ramps	0	2
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	1066
Shoulder Work on Asphalt Roads (feet)	135	4,645
Debris Cleaned	6	151

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	325	2,276
Lineal foot of ditch cleared	1,040	8,206
Pipe Hydro Flushed (linear feet)	599	4,068

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	505	4,384
Material Picked Up (yards)	233	2,128
City Parking Lots Swept	0	26

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	49	190
Bins Hauled for Sweeping Operation (yards)	19	169
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	0	20
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	7	107
Signs Replaced	5	50
Sign Post Replaced	2	23
Signs Refurbished/Replaced due to Graffiti Damage	9	19
Delineators Replaced	45	89
Cross Walks Painted	0	104

Stop Bars Painted	0	179
Yield Bars Painted	0	41
Right Arrows Painted	0	2
Left Arrows Painted	0	1
Straight Arrows Painted	0	1
Stop (word) Painted	0	47
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	0	13
Curb Painted (linear feet)	0	25

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	12	12
Sand/Salt mixture applied (Yards)	494	494
Brine mixture applied (Gallons)	3790	3,790
Rain Event/Flood Control	2	4
Drainage Inlets Cleared	9	830
Material removed from S/D system	0	128.5
Wind	0	0



Project Status Report

6-C

Carson City Regional Transportation Commission Capital Project Information

Meeting Date: February 9, 2022

Time Requested: 10 Minutes

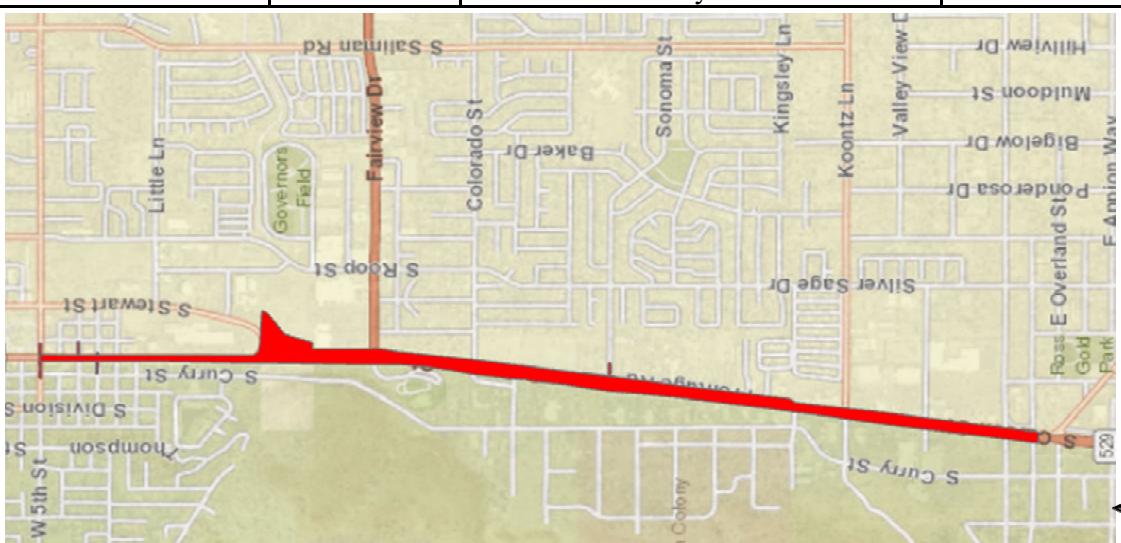
To: Regional Transportation Commission

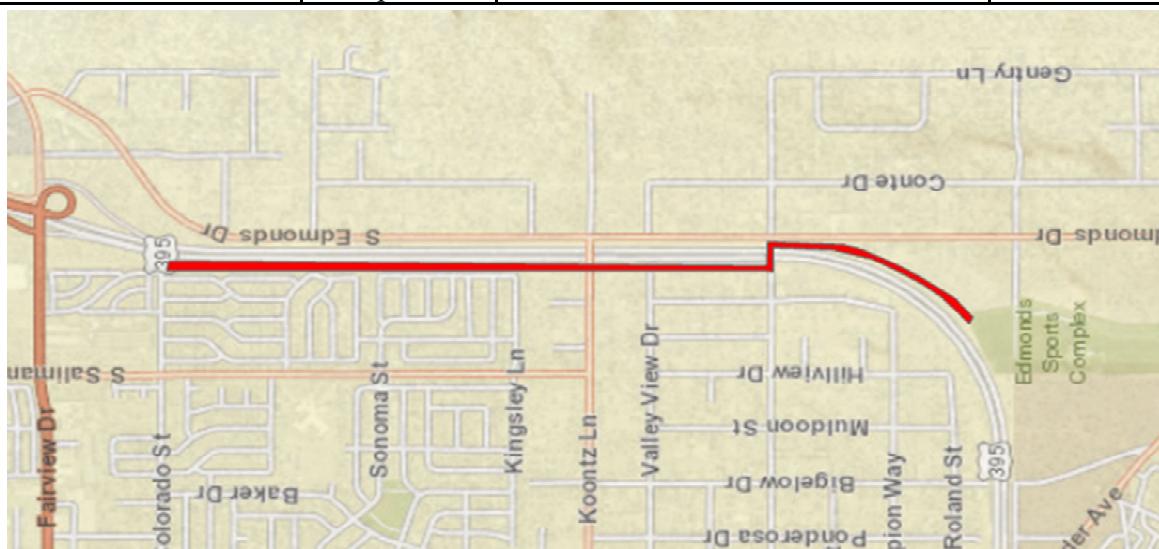
From: Chris Martinovich, Transportation Manager

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

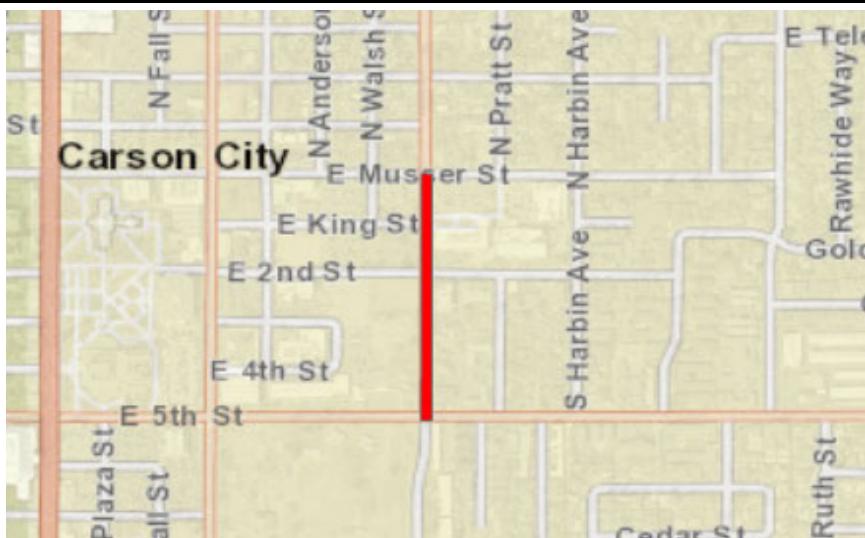
Project Name	*Project Cost to Date	Page #
P303518001 - South Carson Street Complete Streets Project	\$21,049,731	2
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$80,971	3
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$152,415	4
P303519009 - Roop Street Rehabilitation Project	\$103,754	5
P303520001 - FY 2020 District 2 Long Street Project	\$1,458,794	6
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$289,837	7
P303521001 - Colorado Street CDBG Pavement Project	\$131,412	8
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$107,201	9
P303521007 - 2021 School Zones	\$267,535	10
P303521008 - District 3 E. 5th Street Reconstruction Project	\$27,996	11
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$9,092	12
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$9,634	13
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$9,267	14
P751021001 - East William Complete Streets Project	\$8,153	15
	\$23,705,791	

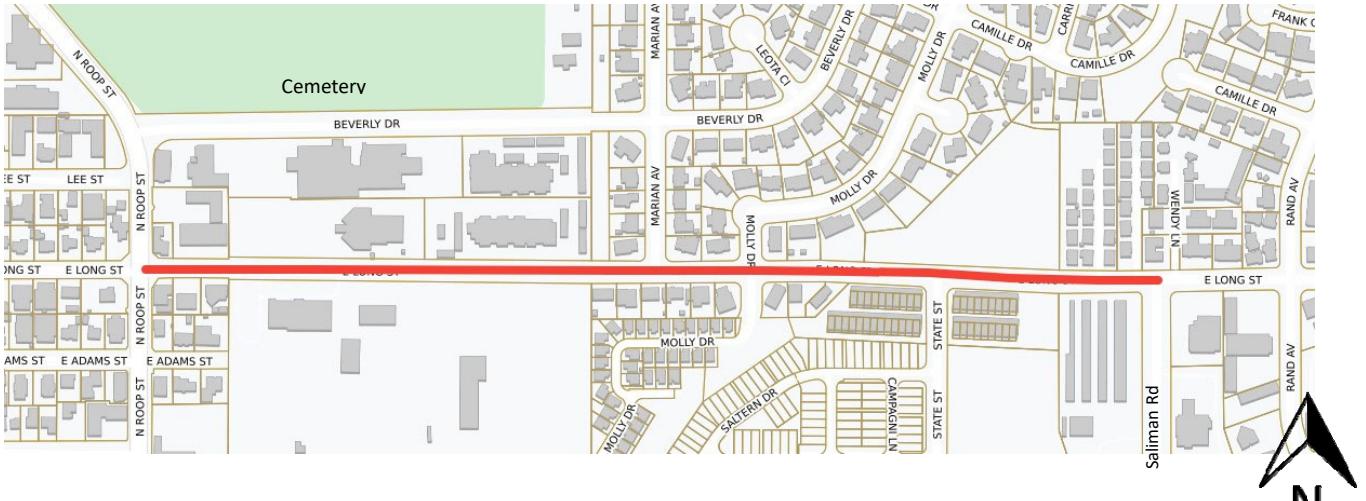
*As of February 2, 2022; includes design, construction management, and construction costs to date.

Project Name:	South Carson Street Complete Streets Project							
Project Number:	P303518001 & P303517037							
Department Lead:	Public Works							
Project Cost to Date	\$21,049,731	As of Date	Grant Funded	Total Budget				
		February 2, 2021	Yes	\$21,366,993				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
5053705	507010	Stormwater Fund	19/20	\$3,610,811				
5203502	507010	Water Fund	19/20	\$557,000				
5103205	507010	Wastewater Fund	19/20	\$231,000				
2503035	507010	RT Fund (State/TIGER)	19/20	\$14,188,384				
6037510	507010	Redevelopment Fund	19	\$205,000				
3100615	507010	Infrastructure Fund	19/20	\$2,574,798				
Project Description								
Project Length	2.5 Miles of roadway reconstruction, sidewalk and utility improvements.							
This project includes roadway resurfacing and the addition of Complete Streets improvements on South Carson Street corridor between Fifth Street & Appion Way (includes a portion of the Frontage Road). The contractor building the project is Sierra Nevada Construction (SNC).								
Project Justification								
Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372.								
Project Status								
All work is completed and accepted with the exception of the plant warranty period. Dead plants falling under the warranty will be replaced in the spring. Staff is closing out the project. A presentation summarizing the TIGER Grant and continued reporting requirements will be provided at the March meeting. This project will be removed from this report.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed					
Design	Aug-18	Oct-19	N/A					
Construction	Mar-20	May-21	12/27/2019					
								

Project Name:	Freeway Multi-Use Path to Edmonds Sports Complex							
Project Number:	P303518008							
Department Lead:	Public Works							
Project Cost to Date	\$80,971	As of Date	Grant Funded	Total Budget				
		February 2, 2021	Yes	\$1,618,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100				
2503035	507010	RT Fund	FY20	\$80,900				
Project Description								
Project Length	2.3 miles of multi-use path.							
This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.								
Project Justification								
This project is in line with the City's Unified Pathways Master Plan and goals from the CAMPO 2040 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.								
Project Status								
This project is currently in the design phase. 90% design has been completed. Portions of the path fall within BLM property and thus require an easement. The City has submitted an application to the BLM to allow for the multi-use path within BLM property. Initial indications from the BLM is that the easement will be authorized this spring or summer. As a result, the construction is likely delayed until 2023.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Jan-20	Oct-22	23-Sep-19					
Construction	Apr-23	Oct-23	TBD					
								

Project Name:	Kings Canyon Trailhead Improvements and Roadway Reconstruction Project							
Project Number:	P303519006							
Department Lead:	Public Works							
Project Cost to Date	\$152,415	As of Date	Grant Funded	Total Budget				
		February 2, 2022	Yes	\$5,367,525				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625				
2503035	507010	RT Fund	FY20	\$118,200				
2503035	507010	RT Fund	FY21	\$81,800				
5053705	507010	Stormwater Drainage	FY21	\$35,400				
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500				
Project Description								
Project Length	0.82 miles (4,300 feet) of full roadway reconstruction.							
This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.								
Project Justification								
The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.								
Project Status								
FHWA has issued a pause in the construction due to wet and muddy conditions at the site. Prior to the pause, the contractor has completed all paving on the project and has installed the majority of the signs, fencing, and other roadside features. Final grading of the slopes and installation of the permanent erosion control measures will resume in the spring once the soil conditions allow access. Construction management and inspection are being conducted by FHWA. Staff are continuing to coordinate with individual owners.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Oct-18	Dec-20	N/A					
Construction	Jul-21	May-22	N/A					
<img alt="A map of the Kings Canyon area showing the project location. A red line highlights the section of Kings Canyon Road being reconstructed, starting from the trailhead parking area and extending eastward. A red dot marks the starting point of the red line. The map includes labels for various streets and landmarks, such as 4th Canyon Rd, Gorno Way, Manhattan Dr, Newman Dr, Plantation Dr, W Washington St, Ash Canyon Creek, N Dorothy Blvd, Calaveras Dr, W. Washington St, W. 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Project Name:	Roop Street Rehabilitation Project							
Project Number:	P303519009							
Department Lead:	Public Works							
Project Cost to Date	\$103,754	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$1,201,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000				
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000				
5103205	507010	Wastewater Utility Fund	FY21	\$465,000				
2503035	507010	RT Fund	FY21	\$95,000				
Project Description								
Project Length	0.2 miles (1,200 feet) of full roadway reconstruction.							
This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.								
Project Justification								
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.								
Project Status								
The project is currently in the design phase. The City has executed a contract with Farr West Engineering who is completing the 100% design. The project will be bid in March with the construction anticipated to start in May or June.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Aug-19	Feb-22	N/A					
Construction	May-22	Sep-22	N/A					
								

Project Name:	FY 2020 District 2 Long Street Project							
Project Number:	P303520001							
Department Lead:	Public Works							
Project Cost to Date	\$1,458,794	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$1,797,507				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	FY20	\$226,000				
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662				
5203505	507010	Water Fund	FY20	\$898,305				
5103205	507010	Wastewater Utility Fund	FY20	\$207,540				
Project Description								
Project Length	0.55 miles (2,900 feet) of sewer, water, and roadway replacement.							
The project includes the installation of 8" waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.								
Project Justification								
The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.								
Project Status								
Construction on the waterline in Long Street and stormdrain in Rand Avenue has been completed. The contractor is currently working on the sewer line replacement which will be completed in approximately 1-2 weeks. The contractor has also started concrete improvements. Paving still planned for Spring.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Feb-20	Nov-20	NA					
Construction	Jul-21	Apr-22	8/1/2021					
								

Project Name:	Robinson Area Sewer Replacement Project							
Project Number:	P320121001							
Department Lead:	Public Works							
Project Cost to Date	\$289,837	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$2,923,409				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	FY21	\$75,000				
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504				
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905				
Project Description								
Project Length	5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.							
The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.								
Project Justification								
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.								
Project Status								
Construction is ongoing. Aspen Developers will continue replacing sewer mains and laterals through February on Telegraph, Spear, and Robinson Streets, followed by water mains and services on Robinson through mid-March. Surface improvements will continue to be replaced within the work area. The Robinson Street roadway is scheduled to be reconstructed in April.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	May-20	Mar-21	NA					
Construction	Jul-21	Apr-22	NA					

Project Name:	Colorado Street CDBG Pavement Project							
Project Number:	P303521001							
Department Lead:	Public Works							
Project Cost to Date	\$131,412	As of Date	Grant Funded	Total Budget				
		February 2, 2022	Yes	\$3,095,512				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
5203505	507010	Water Fund	FY 22	\$1,194,398				
2750620	507010	RT Fund (Federal-CDBG)	FY 21	\$340,868				
2750620	507010	RT Fund (Federal-CDBG)	FY 22	\$131,637				
2503035	507010	RT Fund (Federal-STBG)	FY 20	\$741,292				
2535005	507010	V&T Infrastructure Fund	FY 21	\$357,317				
6037510	507010	Redevelopment Capital	FY 22	\$330,000				
Project Description								
Project Length	0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.							
This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.								
Project Justification								
There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high maintenance costs associated with the wide pavement area. This project was awarded a CDBG grant for ADA improvements. Project costs are being supplemented with Federal STBG and V&T Infrastructure funding.								
Project Status								
The design has been completed the NDOT has issued the notice to proceed. Staff plan to bid the project this February for award in April. Construction is expected for this summer.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Oct-20	Nov-21	Jan-21					
Construction	Apr-22	Sep-22	TBD					

Project Name:	District 3 Center Drive Reconstruction Project							
Project Number:	P303521006							
Department Lead:	Public Works							
Project Cost to Date	\$107,201	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$990,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	FY21	\$765,000				
5103205	507010	Waste Water Fund	FY21	\$225,000				
Project Description								
Project Length	2,550 feet of sewer installation and roadway reconstruction.							
Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of sanitary sewer, and drainage improvements.								
Project Justification								
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.								
Project Status								
The design consultant, NCE, has completed the project design. The project is currently out to bid. Construction is anticipated to begin this spring.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	May-21	Dec-21	NA					
Construction	Apr-22	Jul-22	NA					

Project Name:	2021 School Zones			
Project Number:	P303521007			
Department Lead:	Public Works			
Project Cost to Date	\$267,535	As of Date	Grant Funded	Total Budget
		February 2, 2022	No	\$340,920
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$300,000
2503035	507010	RT Fund from P303517008	FY21	\$40,920
Project Description				
Project Length	Five School Zones			
Adjustment of existing signing and installation of new school zone beacons and speed radar signs at select school zones in Carson City. School Zone include, Fritsch Elementary, Carson Middle School, Bordewich Bray Elementary, Eagle Valley Middle School, and Pioneer High School.				
Project Justification				
The Board of Supervisors budgeted \$300,000 from the General Fund for use by the RTC for a review and refinement of school speed limit zones, including possible changes to school speed limit zone sign locations, installation of new flashing beacons, and revisions to the school speed limit zone time restrictions. Revisions to be implemented as a part of this project are recommended to be focused primarily on those zones listed above. RTC approved staff's proposed approach at the March 10, 2021 meeting and provided direction to implement the identified possible refinements. Should any of the \$300,000 authorized remain, staff received RTC authorization to implement refinements to other school zone areas city-wide, in a consistent manner until funding is expended.				
Project Status				
Construction is complete. All of the beacons at each of the schools is operational. Final punchlist work remains.				
Project Schedule				
Phase	Start Date	Completion Date	Notice to Proceed Date	
Design	Mar-21	Jun-21	NA	
Construction	Aug-21	Dec-21	NA	
City Wide				

Project Name:	District 3 E. 5th Street Reconstruction Project		
Project Number:	P303521008		
Department Lead:	Public Works		

Project Cost to Date	\$27,996	As of Date	Grant Funded	Total Budget
		February 2, 2022	Yes	\$3,495,200
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	2022	\$646,000
2503035	507010	RT Fund (Federal-STBG)	2022	\$2,366,000
2533035	507010	V&T Infrastructure Fund	2022	\$108,200
5203035	507010	Water Fund	2022	\$375,000

Project Description

Project Length	1.2 Miles
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E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

Project Justification

The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

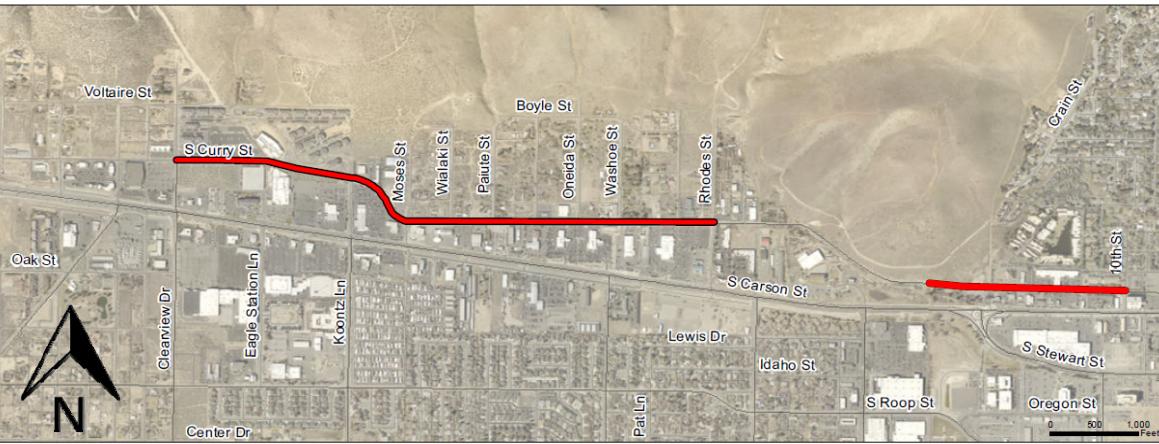
Project Status

Design for the right-turn lane has been completed and will soon be out to bid. Construction of the right-turn lane is planned for this spring. The design for the roundabout and other portions of the project is ongoing with construction planned for 2023. A status update on the project will be provided to the RTC in the coming months.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Feb-23	8/5/2021
Construction	Apr-23	Dec-23	TBD



Project Name:	District 4 Curry Street Pavement Preservation Project							
Project Number:	P303522001							
Department Lead:	Public Works							
Project Cost to Date	\$9,092	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$395,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	2022	\$395,000				
Project Description								
Project Length	1.1 miles of slurry seal and ADA upgrades							
This is a pavement preservation project (Type 3 Modified Slurry Seal) of Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Koontz Lane. Other items of work include pavement patching and striping.								
Project Justification								
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the roadway.								
Project Status								
Staff have completed the 90% design plans. The project will be advertised to bid in February or early March.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Aug-21	Mar-22	NA					
Construction	May-22	Aug-22	NA					
								

Project Name:	District 4 Saliman Road Pavement Preservation Project							
Project Number:	P303522002							
Department Lead:	Public Works							
Project Cost to Date	\$9,634	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$376,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	2022	\$376,000				
Project Description								
Project Length	0.88 miles of slurry seal and ADA upgrades							
This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, minor landscaping, and striping.								
Project Justification								
Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.								
Project Status								
Staff have completed the 90% design plans. The project will be advertised to bid in February or early March. Improvements in the area of the multi-use path are planned.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Aug-21	Mar-22	NA					
Construction	Jun-22	Aug-22	NA					
								

Project Name:	District 4 Silver Sage Drive Pavement Preservation Project							
Project Number:	P303522003							
Department Lead:	Public Works							
Project Cost to Date	\$9,267	As of Date	Grant Funded	Total Budget				
		February 2, 2022	No	\$588,000				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2503035	507010	RT Fund	2022	\$588,000				
Project Description								
Project Length	0.87 miles of slurry seal.							
<p>This is a pavement preservation project (Type 3 Modified Slurry Seal) of Silver Sage Drive between Koontz Lane and Colorado Street. It also includes a slurry seal of Colorado Street between S. Carson Street and Roop Street. The project includes minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops. Other items of work include pavement patching, striping, and installation of an RRFB across Koontz Lane near the Raley's.</p>								
Project Justification								
<p>Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan increasing accessibility for pedestrians and transit users.</p>								
Project Status								
<p>Staff have completed the 90% design plans. The project will be advertised to bid in February or early March.</p>								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Aug-21	Mar-22	NA					
Construction	May-22	Jun-22	NA					
								

Project Name:	East William Complete Streets Project							
Project Number:	P751021001							
Department Lead:	Public Works							
Project Cost to Date	\$8,153	As of Date	Grant Funded	Total Budget				
		February 2, 2022	Yes	\$19,450,047				
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget				
2453028	501210	CAMPO	2022	\$100,000				
2503035	507010	RT Fund (RAISE)	2023	\$9,300,000				
3100615	507010	Infrastructure Fund	2022/2023/2024	\$4,459,260				
6037510	507010	Redevelopment Capital	2022/2023	\$435,000				
		Water / Sewer / Stormwater	2023/2024	\$5,155,787				
Project Description								
Project Length	1.5 Miles of complete streets improvements and associated utility infrastructure							
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.								
Project Justification								
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with only minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant in the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street								
Project Status								
The feasibility study phase of the project is underway. Public outreach is occurring and staff have held three public meetings. A traffic study and a preliminary environmental review are also underway. The study is anticipated to be completed this June. Design and construction will follow.								
Project Schedule								
Phase	Start Date	Completion Date	Notice to Proceed Date					
Design	Nov-21	May-23	NA					
Construction	Jun-23	Dec-24	TBD					
