



LOCATION:

**WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9th Street, Bldg. A, Reno**

**DATE March 18, 2022
TIME 9:00 a.m.**

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA**

I. The Washoe County Commission Chamber is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.

II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php

III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.

IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: dthompson@rtcwashoe.com.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Driver Recognition
- 1.4 Remembrance of Michael Moreno

2. PUBLIC COMMENT

Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the February 18, 2022 meeting (For Possible Action)
- 4.2 Approve Minutes of the January 21, 2022 meeting and workshop (For Possible Action)
- 4.3 Approve Minutes of the January 14, 2022 special meeting (For Possible Action)

Reports

- 4.4 Acknowledge receipt of the monthly Planning Activity Report (For Possible Action)
- 4.5 Acknowledge receipt of the monthly Engineering Activity Report (For Possible Action)

- 4.6 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)
- 4.7 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 4.8 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

Engineering Department

- 4.9 Approve a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the First Street Rehabilitation project from Sierra Street to Virginia Street in an amount not-to-exceed \$197,302 (*For Possible Action*)
- 4.10 Approve a contract with Jacobs Engineering Group, Inc., to provide engineering and survey services for the Oddie/Wells Corridor Project in an amount not-to-exceed \$298,270 (*For Possible Action*)
- 4.11 Approve Amendment No. 2 to the contract with Nichols Consulting Engineers, CHTD, for design and engineering during construction services for the Reno Consolidated 20-01 - Mayberry Drive, California Avenue and First Street project in the amount of \$61,159, for a new total not-to-exceed amount of \$1,134,054 (*For Possible Action*)
- 4.12 Approve Amendment No. 3 to the contract with Atkins North America, Inc., to perform additional design services and engineering during construction services for the Sky Vista Parkway Rehabilitation and Widening project in the amount of \$515,714, for a new total not-to-exceed amount of \$2,460,173 (*For Possible Action*)
- 4.13 Approve the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program (*For Possible Action*)
- 4.14 Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) to outline responsibilities for both NDOT and RTC to coordinate and manage tasks during construction of the roundabout on 4th Street (SR 647) defined as TE Spot 10 – South Project (*For Possible Action*)
- 4.15 Approve an Interlocal Cooperative Agreement (ICA) with Washoe County for RTC to fund the design and installation of culvert grates at the equalization culvert along Veteran's Parkway north of Clean Water Way, within City of Sparks limits, in an amount not-to-exceed \$30,000 (*For Possible Action*)

Public Transportation/Operations Department

- 4.16 Approve a contract with Krueger Transport, LLC, to provide a consultant study for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project in an amount not-to-exceed \$180,000 (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.17 Approve a contract with Thompson Coburn, LLP, for specialized legal services (*For Possible Action*)
- 4.18 Authorize the Executive Director to explore options to dispose of six (6) parcels acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project by sale, exchange or lease to a public agency for a reasonable public use related to affordable housing (*For Possible Action*)
- 4.19 Approve modifications to Regional Transportation Commission (RTC) Management Policy P-21, Travel Policy (*For Possible Action*)

- 4.20 Approve modifications to Regional Transportation Commission (RTC) Management Policy P-62, Business Expenses *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Acknowledge receipt of a report regarding the Lemmon Drive Segment 2 Roadway Alternatives Analysis Report *(For Possible Action)*
- 5.2 Acknowledge receipt of a report regarding a Micro-Mode Regional Traffic Management Strategy *(For Possible Action)*
- 5.3 Receive an update on planned efforts to rebuild public transportation through the FY 2023-2027 Transit Optimization Plan Strategies process based on input received at the Board's workshop in January 2022, and provide input and direction regarding next steps *(For Possible Action)*
- 5.4 Receive an update on planned efforts to examine RTC's role in transportation decision-making, development, and the future of our community based on input received at the Board's workshop in January 2022, and provide input and direction regarding next steps *(For Possible Action)*

6. REPORTS *(Informational Only)*

- 6.1 Executive Director Report
- 6.2 Federal Report
- 6.3 NDOT Report

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.

8. PUBLIC COMMENT

Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.

9. ADJOURNMENT *(For Possible Action)*

Posting locations: RTC principal office: 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

February 18, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Cole Mortensen, Deputy Director of NDOT (Alternate)**

NOT PRESENT:

Kristina Swallow, Director of NDOT

The regular monthly meeting, held via Zoom Webinar, was called to order by Chair Jardon. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

Item 2 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Ms. Amanda Nelson, Keolis coach operator, said they are still struggling to get passengers to wear masks on the buses since the local mandate has been lifted. She also mentioned that route 19 is a very important route that was cancelled with implementation of the Sunday service schedule. She would like to see that route come back, even if it's on a partial schedule. It is the only way for many to get to the social security office for their checks, etc.

Mr. Chris Fuqua, Vice President of Teamsters, Local 533, wanted to know why this meeting was not being held at the County Chambers now that the mask mandate has been lifted. He then reminded everyone that the MTM/Teamsters CBA for paratransit service expires June 30, 2022, and mentioned some of the topics up for discussion. He has invited MTM to an in-person negotiation session.

Ms. Donna Clontz, representing the Age Friendly Reno Action Planning Team, thanked RTC staff for listening to the requests of the seniors with regard to routes for reimplementation. She agrees that route 19 is an important route to bring back, even on a part-time basis.

Next, Ms. Clontz spoke in support of item 6.1 in this agenda.

Mr. Mac Rossi, local resident, said that the northern portion of the McCarran loop has been inundated with apartment communities and no safe way to get in/out of their communities. This problem has been going on for eight years and must be resolved in the upcoming study.

The next item Mr. Rossi mentioned is the request to move a bus stop McCarran and 7th Street. It's been four years now. They would like the stop moved approximately 70 feet down 7th Street for safety purposes.

Ms. Dora Martinez, local resident, spoke in support of Item 6.1 and agrees with Mr. Fuqua that the ACCESS drivers are not making a living wage and that needs to be addressed in the upcoming CBA. Those drivers have more responsibilities for their passengers and should be paid appropriately.

Ms. Martinez also continued to advocate for audio announcements of stops on the RIDE system.

There being no one else wishing to speak, the Chair closed public input.

Board Clerk Denise Thompson added that a copy of a signed petition by multiple seniors in support of Item 6.1 had been emailed to the Commissioners the evening before.

Item 3 APPROVAL OF AGENDA

RTC Executive Director Bill Thomas requested that Item 4.2 be pulled from the consent agenda.

On motion of Commissioner Hartung, seconded by Vice Chair Lawson, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved with the aforementioned modification.

Items 4.1 thru 4.14 CONSENT ITEMS

Minutes

- 4.1 Approve Minutes of the December 17, 2021, meeting (*For Possible Action*)**
- 4.2 Approve Minutes of the January 21, 2022, Board workshop (*For Possible Action*) *Item pulled from agenda under Item 3***

Reports

- 4.3 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)**
- 4.4 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**
- 4.5 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)**
- 4.6 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**

- 4.7 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

Planning Department

- 4.8 Approve Amendment 1 to the FY 2022 – FY 2023 Unified Planning Work Program (UPWP) (*For Possible Action*)

Engineering Department

- 4.9 Approve a contract with Wood Rodgers, Inc., to provide preliminary design and optional services, including environmental analysis, final design and engineering during construction for the 4th Street Station Expansion Project in an amount not-to-exceed \$693,880 (*For Possible Action*)
- 4.10 Approve a contract with Kimley-Horn and Associates, to provide design services for the Intelligent Transportation Systems (ITS) Strategic Master Plan (SMP) in an amount not-to-exceed \$350,000 (*For Possible Action*)
- 4.11 Approve a contract with Jacobs Engineering Group, Inc. (Jacobs), to provide design services and engineering during construction for the Mill Street Widening project in an amount not-to-exceed \$1,539,340 (*For Possible Action*)
- 4.12 Approve a contract with CA Group, Inc., to provide engineering during construction services for the Sparks Boulevard Project – Phase 1 from Greg Street to I-80 westbound ramps in an amount not-to-exceed \$612,978 (*For Possible Action*)
- 4.13 Authorize a request for proposals (RFP) for the selection of a consultant to provide preliminary design, environmental analysis, final design and construction management services for the South Virginia Street Bus Only Lane Project (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.14 Approve modifications to RTC Personnel Rule 11.8 (Time When Vacation Shall Be Taken) and 11.14 (Use of Sick Leave) (*For Possible Action*)

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.14 be approved with the exception of Item 4.2, which was pulled from the agenda under Item 3.

Item 5 METROPOLITAN PLANNING ORGANIZATION (MPO) ITEMS

- 5.1 Acknowledge receipt of a presentation on the Mt. Rose Highway Corridor Study (*For Possible Action*)

Chair Jardon opened the item to public input and asked if there was anyone wishing to speak. There was no one wishing to speak.

Ms. Sondra Rosenberg, NDOT Assistant Director of Planning, addressed the Board to give a presentation pertaining to the Mt. Rose Corridor Study. She began by explaining the process for the study and that the project is currently in the planning phase; however, it can take quite some time.

Input from public meetings and partner activities helped to complete an action plan. Existing conditions included what's there today as well as planned developments for the future. The action plan includes short and long-term needs. The limits of the study were Douglas Fir Dr. to the round-a-bout at Veterans and Geiger Grade, and safety and multimodal options were the ultimate concerns.

Ms. Rosenberg then explained that there are different roadway types and needs, depending on the section you are looking at. Next steps include design for the varying needs in the corridor.

A draft report will be sent out in February for advisory committee review and recommendations, and a final report will go out in March. It will then be integrated into the One Nevada prioritization process and project sponsors will be identified (NDOT, RTC, Washoe County, Private). The STIP will be amended and the project will be added into the RTC Washoe Regional Transportation Plan.

Upon conclusion, she offered to answer any questions.

Commissioner Hartung asked how many people responded to the survey.

Ms. Rosenberg said that only 70 people responded; however, there was also input from the public meetings.

Commissioner Hartung said he is frustrated that the same amount of attention is not being paid to the Pyramid Highway. Ms. Rosenberg replied that there are no capacity improvements being made to Mr. Rose Highway.

Commissioner Lucey asked what improvements are actually being looked at to decrease speed and increase safety on the corridor.

Ms. Rosenberg said there are several recommendations, such as round-a-bouts and other options, to encourage drivers to slow down. Drivers tend to think they are on a highway because the corridor is so wide. Center dividers are also being looked at with consideration to in/out access for neighborhoods.

In the past year, there were over 5,000 drivers statewide who were caught going over 100 mph, so the main goal is to encourage drivers to slow down.

Commissioner Lucey asked Ms. Rosenberg to address where signalized intersections may be placed vs round-a-bouts.

Ms. Rosenberg said some of the concepts are installing round-a-bouts at Callahan, at Bordeaux, and at Fawn Lane. Through the urban arterial areas, closer to the freeway, raised medians are being considered. There are currently 26 concepts being reviewed.

Commissioner Lucey believes the three round-a-bouts would be the priority for safety. He would also like the Butch Cassidy alignment to be moved up to meet at a four-way intersection with Thomas Creek. He likes the multimodal idea, but the priority needs to be the safety concerns.

Commissioner Hartung agrees that there can be some simple measures implemented that would improve safety, such as a center median wall.

Ms. Rosenberg thanked them for their comments and said staff will be looking to partner with other agencies for some of these ideas.

Chair Jardon commented that she has concerns about round-a-bouts because at similar meetings pertaining to North McCarran, it was stated that before round-a-bouts could be installed, another study is required. She does not want to see continuous studies with no applications being implemented.

Ms. Rosenberg said that staff is taking a different approach to Mt. Rose Highway than on North McCarran because if round-a-bouts are installed on McCarran, which serves a regional function, it changes the nature of the corridor without a full regional conversation.

Commissioner Lucey said he does not want to get stuck in “paralysis by analysis” with this project and the need is to focus on funding options and what can be done now.

E.D. Thomas said this item is agendaized as an action item, so his suggestion is to provide specific direction in the motion.

Commissioner Lucey made a motion to accept the report with the direction for RTC to work aggressively with NDOT to implement the safety improvement concepts provided, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that receipt of the report be acknowledged with the direction provided.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

6.1 Approve Amendment #9 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for Base Year 6 from \$62.11 to \$68.87 for normal service and from \$30.30 to \$35.42 for special/extra service (*For Possible Action*)

Chair Jardon opened the item to public input and asked if there was anyone wishing to speak.

Mr. Chris Fuqua, Vice President of Teamsters, Local 533, encourages the Board to pass Item 6.1 as recommended. He would like the RTC Board to take more action to ensure a larger portion of these increases go to the essential workers. He then reminded everyone that Tahoe Transit just gave all staff a \$4.00/hr raise, no matter their position or tenure.

Mr. Gary Watson, President of Teamsters, Local 533, supports Item 6.1, but believes more should have been done sooner with the rise of commodities, housing, etc. These increases should be directly allocated to the essential workers.

Ms. Dora Martinez, local resident, agrees with both Mr. Fuqua and Mr. Watson so that drivers do not need to move on to different jobs in order to survive the pricing inflation.

There being no one else wishing to speak, public input was closed.

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, gave a brief presentation on the purpose and need for Amendment #9 and offered to answer any questions regarding the recommendation to approve Amendment #9 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for Base Year 6 from \$62.11 to \$68.87 for normal service and from \$30.30 to \$35.42 for special/extra service, as set forth in the briefing materials for this agenda item.

E.D. Thomas explained that RTC has a relationship with MTM as its contractor and MTM has a duty to work with Teamsters, Local 533, during the CBA negotiations. The RTC is, by law, not permitted to participate in the negotiations in any manner as has been stated in the past during prior negotiations.

On motion of Vice Chair Lawson, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that Amendment #9 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for Base Year 6 from \$62.11 to \$68.87 for normal service and from \$30.30 to \$35.42 for special/extra service be approved with the increases as noted.

Items 7.1 thru 7.3 REPORTS

7.1 RTC Executive Director Report

1. E.D. Thomas started his report, saying that longtime RTC employee and Public Affairs Manager Michael Moreno had passed away. Michael's family will be holding a celebration of life on Saturday, March 5, from 3 p.m. – 7 p.m. at the Nevada Museum of Art. In addition, the RTC wants to honor his substantial contributions to the agency, and to his community, and will do so in-person at the next RTC Board Meeting on March 18. For now, our deepest condolences go to his family, friends and colleagues. He will be greatly missed.

Thank you to everyone who has reached out to us at the RTC. He truly meant so much to everyone in our community.

Commissioner Lucey commented that Mr. Moreno was an amazing man and amazing father and would like to see at a future meeting, a street named after Mr. Moreno in his honor.

Chair Jardon agreed wholeheartedly and said that she and Commissioner Delgado had also been considering something similar. The AGC also reached out and offered to participate in any kind of honoring.

Commissioner Hartung also agreed and is fully supportive of that idea.

2. E.D. Thomas then stated that this meeting was not set up as a Zoom webinar due to anything nefarious. It was reflective of the mask mandates and other safety recommendations at the time it was arranged. The next meeting, and hopefully future meetings to follow, will be in person.

3. Lastly, the APTA Legislative Conference occurs in mid-March in Washington DC and the ED plans to attend as a representative of the region. Vice Chair Lawson will be representing the RTC in Washington DC toward the end of March for the Chamber Fly-In meetings.

7.2 RTC Federal Report

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and said the most important message at this time are the meetings he discussed under the director report. Staff is still waiting on details of the Bipartisan Infrastructure Law, including the allocation of the money. This will hopefully occur in March.

Staff is working locally with regional and state partners on priority projects for this funding.

7.3 NDOT Director Report

NDOT Assistant Director Cole Mortensen addressed the Board to provide updates on the current safety statistics, the Advisory Working Group, the Spaghetti Bowl Express project, and Nevada bridges.

Upon conclusion of his report, Mr. Mortensen offered to answer any questions.

Chair Jardon said that although she appreciates the statewide safety report and statistics, she would like to also see a breakout of those statistics for Washoe County, including one for the year 2021 showing only Washoe County.

Commissioner Hartung requested regional traffic counts from Fernley to Washoe County, 395 North and I-580 South, Mt. Rose Highway, Pyramid Highway, and possibly the McCarran Loop.

Vice Chair Lawson said he believes those numbers for 2021 may not come out until June or so.

Mr. Mortensen said he will take a look and at least get the most recent numbers available.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Lucey announced that there is an RSCVA Strategic Planning meeting on March 4th and he would like members of the RTC to participate to discuss transportation.

Chair Jardon said she would like to participate if she's available.

Commissioner Hartung said he would like to attend that meeting and suggested that a posting for a possible quorum should be made.

Chair Jardon asked when discussion will take place with regards to traffic safety and how RTC will support and help to advance legislation that puts additional "teeth" into the safety issues in the region.

Item 9 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Mr. Chris Fuqua, Vice President of Teamsters, Local 533, thanked the Board for unanimously approving Item 6.1. Mr. Thomas mentioned having a relationship with MTM Transit, but Mr. Fuqua believes RTC should also have a relationship with the Teamsters, who are also constituents.

He then thanked Ms. Dora Martinez for speaking on behalf of her community.

Lastly, he reminded everyone that although a raise was negotiated with Keolis Transit for the CBA, it is still not enough.

There being no one else wishing to speak, the Chair closed public input.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:36 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

Presentations copies are available upon request. Contact dthompson@rtcwashoe.com.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

January 21, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Kristina Swallow, Director of NDOT**

The regular monthly meeting, held via Zoom meeting and in the RTC Administrative Building, 1st Floor, Reno, Nevada, was called to order by Chair Jardon. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

The clerk mentioned Erica Olson would be moderating the workshop portion of the meeting on behalf of RTC.

Item 2 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Ms. Dora Martinez, representing the Disability Peer Action Coalition, addressed the Board to say she would like the RTC to provide a Zoom link for public comment during the pandemic. Some of her coalition members wanted to attend but were not able to schedule a ride because the trip wasn't essential. Ms. Martinez is also concerned about losing paratransit vehicles to the FlexRIDE system and they will no longer be available to those who truly need them. Lastly, she asked that all stops be announced on the buses because that is not being done at this time.

Mr. Tim Hanifan, local resident, addressed the Board about how Reno would better benefit from a presence that encourages an innovative green system, such as the RTC transit system, and to show how the city is monitoring emissions to better understand and control greenhouse standards.

Mr. Dan Gallian, local resident and retiree of the RTC, addressed the Board to say he got a certified letter from the RTC regarding agenda item 4.3 and the letter indicated that all retirees must enroll in Medicare in order to keep the current county insurance. So his concern is that the exemption for that mandate with certain retirees will go away, in which case he would have absolutely no insurance.

Mr. Chris Fuqua, VP of Teamsters Local 533, addressed the Board and asked how it is a safe environment for him to attend at the RTC Administrative Building and would rather be at the County Chambers where there is more room to spread out. He then reminded the Board that the CBA for the paratransit service is expiring and mentioned some of the items the Teamsters would be looking for in a new CBA.

Mr. Noah Rotroff, representing the local chapter of the Sierra Club, addressed the Board to say that the RTC needs to have better policies to enhance transit ridership and take traffic off of the roads, which will put less of a stress on the environment. He believes RTC's current path is not sustainable.

The last "public comment" was a video put together by the RTC wishing Chair Jardon a happy birthday.

There being no one else wishing to speak, the Chair closed public input.

Item 3 APPROVAL OF AGENDA

A request was made by Vice Chair Lawson to pull Item 4.3 for discussion. On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved with Item 4.3 pulled for discussion.

Items 4.1 thru 4.3 CONSENT ITEMS

Engineering Department

4.1 Approve an Interlocal Cooperative Agreement (ICA) with Washoe County for RTC to fund the design and installation of culvert grates at all of the equalization culverts along Veteran's Parkway north of Pembroke Drive within Washoe County limits, in an amount not-to-exceed \$350,000 (For Possible Action)

Public Transportation/Operations Department

4.2 Approve the RTC Safety Management System Plan (Safety Management Plan) as required by FTA 49 C.F.R. Part 673 (For Possible Action)

On motion of Commissioner Hartung, seconded by Commissioner Lucey, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.2 be approved.

Executive, Administrative and Finance Departments

4.3 Acknowledge and accept that retired RTC employees that are eligible to participate in RTC's group health insurance plans (PPO/HMO), currently offered and administered by Washoe County on behalf of RTC, must enroll in Medicare (Part A and Part B) upon becoming eligible and maintain enrollment in order to participate in the plans, effective immediately, with the exception of 10 current retirees that did not enroll in Medicare during their initial eligibility periods (For Possible Action)

Ms. Stephanie Haddock, Director of Finance gave some history of why this agenda item was brought forward now. The primary reason was to make sure RTC is giving sufficient notice to every retiree who may be turning 65 this year. There are some very tight deadlines around enrollment in Medicare. So RTC wants to make sure that everybody was aware and had plenty of ample time to get ready for the enrollment and to make sure that people were aware that there is an actual benefit to enrolling in Medicare where you do not lose your Washoe County coverage at all. It just becomes secondary insurance and you end up having dual coverage. So, Medicare becomes primary and then Washoe County insurance becomes secondary. It actually has the added benefit of lowering some of your out-of-pocket costs.

To assure Dan Gallian, yes, RTC has grandfathered 10 employees in that for some reason may not have been able to enroll in Medicare or have already passed age 65. We recognize that, and there is no intent to not cover them. We also wanted to make sure that everybody had time to understand that this is bringing RTC into consistency with how Washoe County handles their retirees. The county manages RTC's healthcare for us and for our retirees and this requirement is also on their retirees.

Ms. Haddock also wanted to thank Washoe County staff, especially Christie and Ashley, who were so tremendous in their help and assistance in getting this item put together, and helping us understand the rules of Medicare and all the related requirements.

Vice Chair Lawson asked why there's been no money been paid into Medicare on behalf the public commenter.

Ms. Haddock responded that for anyone hired or working as a government employee before 1986, there was no legal requirement for government employees to pay into Medicare. That didn't change until 1986 and as Dan pointed out, he was hired in 1977, so that's why no money was paid into Medicare on his behalf.

On motion of Vice Chair Lawson, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that Consent Item 4.3 be approved.

Item 5. COMMISSIONER ANNOUNCEMENTS AND UPDATES

E.D. Bill Thomas highlighted that this week RTC had received a grant for \$300,000 from the federal government to do the TOD Planning Study along South Virginia Street to look at the potential to expand our BRT down to Summit Sierra.

Chair Jardon thanked E.D. Thomas and added that she got notifications that additional bus routes and stops have been added back into the system as well. It's slow going, but we're building back the system.

E.D. Thomas asked Mark Maloney if he has anything specific he wants to share. As new drivers come on and the number of drivers grow, we are strategically adding in service.

Mr. Mark Maloney, Director of Public Transportation and Operations, said we added service to the 54, the 56, and expanded frequency on the Lincoln line and the Virginia line; also two RAPID services. Keolis is doing a wonderful job, bucking the trend and being able to hire and have 12 right now in class, 13 behind the wheel and training. We're looking at our ridership demands will probably have full complimented drivers by the end of February. Staff is working on a March service change where we'll probably try to put some more frequency in to a lot of the routes that are been missing, based on the ridership demand.

The TOPS Program, our five-year plan of where we're going to go and what kind of mix of services and adjustments that comes out of those recommendations, that we'll be bringing back as and go through our service change process. Right now, we are running very reliable service, as was pointed out in the public comment.

Chair Jardon asked if he could talk briefly about the on-time issue; what it was vs what it is?

Mr. Maloney said missed trips is a huge portion of the problem because people confuse on-time performance with missed-trips, because when you're waiting for a bus and this doesn't show, then people think it's a major on-time issue where it's actually that the trip just didn't run. RTC was in the area of 30 or so missed trips in a day and are now down to approx. one or two per day. On-time performance is also ticking up. We were in the 80% range and now we're now up around 88%, and want to get back to 90% or more.

Item 6 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Mr. Chris Fuqua, Vice President of Teamsters, Local 533, addressed the Board to comment on the distractions of the room he was in. He also said the RTC needs to do a lot more for the reliability of the buses than what's being said publicly.

Ms. Dora Martinez, representing the Disability Peer Action Coalition, addressed the Board to say she agrees with Mr. Fuqua regarding the safety aspects of the room she is in when there is a pandemic, as well as the comment about RTC providing frequent and adequate transit to increase ridership.

There being no one else wishing to speak, the Chair closed public input.

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

Minutes for the Board Workshop begin on the next page.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA
BOARD WORKSHOP**

FRIDAY

9:45 A.M.

January 21, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Kristina Swallow, Director of NDOT**

**Brian Stewart, Director of Engineering
Mark Maloney, Director of Public Transportation/Operations
Stephanie Haddock, Director of Finance/CFO
Dan Doenges, Director of Planning
Angela Reich, Director of Administrative Services**

The workshop was called to order by Chair Jardon. Following the roll call, which included RTC Directors, the Board conducted the following business:

The clerk again mentioned Erica Olson would be moderating the workshop on behalf of RTC.

**NO ACTION WAS TAKEN AT THIS WORKSHOP
EXCEPT TO APPROVE THE AGENDA AND TO ADJOURN**

1. PUBLIC COMMENT

There was no public comment made.

2. APPROVAL OF AGENDA (For Possible Action)

On motion of Commissioner Delgado, seconded by Vice Chair Lawson, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved.

4. WORKSHOP

The purpose of the workshop was to discuss and possibly give general direction regarding policy and strategic objectives of the Regional Transportation Commission of Washoe County for the current Fiscal Year 2022 and Fiscal Year 2023, which may include, but not be limited to presentations, review, discussion, and possible direction to the Executive Director and staff.

4.1 KICK-OFF AND PROCESS OVERVIEW - *Verbatim*

E.D. Thomas prefaced the next phase of the workshop with an introduction of Erica Olson, who was retained to be the facilitator for this workshop. The desire and goal in this workshop was to provide an opportunity for as deep as of a discussion as possible about some key topics.

Ms. Olsen, said she was really looking forward to thoughtfully crafted direction that we're seeking from the Board in partnership with the directors. Clear direction, but not necessarily purposefully; not hard decisions. She then gave some instruction on how the meeting would flow electronically.

Chair Jardon thanked Ms. Olsen and reminded everyone that the meeting goes until 1:00 p.m.

4.2 CURRENT STATE OF RTC AND LOOKING FORWARD

Ms. Olsen said that from her conversations with everyone, including the directors, there is definitely a need to crystallize where RTC is going and why, in more concrete terms.

E.D. Thomas said that criticism needs to be seen in the right light, which is that it's a tool for perfecting and getting better. So a lot of what is going to be discussed may be considered in the negative sense, but he didn't think it was.

He went on to say that this is really about looking forward to ensure we're all in sync with where we are and how we should be spending our energy, our efforts and our resources. He began with the organization because he thinks that's probably the most important thing. Not only is RTC unique in our community, but it's also unique on a national scale and perspective. We have combined a three most important transportation functions in our county into a single entity. He's learned it's rare to find that arrangement across the country. RTC has the MPO function, which is the system-wide planning for our county, combined with the designing, building and maintaining of regional roadways. On top of that, we have the public transportation system. We've got all the critical pieces of managing and directing our transportation network, of course, in partnership with the state and the local governments.

Our mission statement is to build a better community through quality transportation. More than just words, this statement is our lighthouse, our benchmark, our compass to make sure we're true to our purpose and have the right reasons for the decisions we make. RTC and its staff are agents of Board policy direction. Staff has the expertise and can provide the Commissioners with advice, but at the end of the day, the five commissioners own the representation of the public while these critical decisions are made for our transportation network.

4.3 ENVISIONING THE COMMUNITY'S NETWORK EXPERIENCE (REGIONAL ROADS AND TRANSPORTATION)

The first topic for discussion was about the future of the transportation network. The FHWA issued a memo stating "FHWA will implement policies and undertake actions to encourage, and where permitted by law, require recipients of highway funding to select projects that improve the condition of existing infrastructure before advancing projects that add new general purpose travel lanes to single occupancy vehicles." On the surface, it might cause pause or some thought about how RTC moves forward with the bigger capacity projects that are already in play with the RTP, for example, Pyramid highway and the 395 North Widening, based on the definition provided, would probably fall on the side of not having any federal funding.

E.D. Thomas then spoke about how people are driving more, but there is a decrease per revenue mile with regards to fuel tax. Those specific taxes pay for the regional roads in our area and on average, it costs approximately \$10 million per mile to build a regional road. The RTC's annual fuel tax budget is approximately \$30 million, which doesn't cover much. At the same time, there is an increased expectation that RTC will provide more ancillary or tangentially related improvements, such as more expensive trees, multimodal paths, sound walls, lighting, etc. All of which increase the per mile cost of a roadway.

He added that lastly, there seems to be an increasing desire to shift more maintenance to the RTC as an increasing number of roads are being classified as regional.

With this comes making choices on how the funds coming in are divided between maintaining existing facilities vs meeting the needs for new facilities.

Sales tax, on the other hand, funds roughly 40 million of the 50 million spent to operate the public transportation system. Without the sales tax, it would be extremely difficult to fulfill many of the passenger needs mentioned earlier. Also, sales tax is a fixed rate that's volatile and swings with the economy, so RTC is forced to provide service based on a revenue income that is not tied directly to the desires and wants of the community. There are federal grants and formula money set aside for capital projects and maintaining assets, but it is not for use on the operating side of the system.

He wrapped up by saying that that RTC's purpose is best fulfilled by focusing on the role of being a service agency to the three local governments, as well as having that kind of perspective with the state. In other words, we're here to serve the local governments and the state, working as a team to make sure that we provide the best transportation network in our community. This will be achieved by focusing on and acknowledging agreements before projects are developed to the point of unresolvable conflict. So in other words, a little more time spent up front, making sure we're all in alignment and not waiting till the very end where we find out there's a conflict that may be too late to resolve.

Transit focused comments and questions from the commissioners are as follow:

Commissioner Lucey: We often speak that we have a driver market, we have a gaming and tourism based economy that drives much of our workforce. So there's so many different things that we rely upon when we say we go out and utilize outside perspective from

analysts and different individuals across the country. It's very difficult to analyze our type of transit, both in Las Vegas and in Reno, because we are so unique, in our way we're developed, the way we're situated.

We have continued to fight to provide fixed route service throughout our community, by expanding routes and discussions about moving Villanova and trying to build a new bus center so that we can continue to expand, because buses are changing. Our fixed routes and our rapid transit throughout the community are some of our best utilized, yet our ridership is around 10% and that, to me, is a broken system.

Commissioner Lucey would like to see the RTC move toward a more individualistic model instead of being a typical transit system.

Chair Jardon: I do think this is the opportunity where we evaluate the high ridership efficient fixed routes, make them better, make them more reliable, that fill the buses and augment the other locations in our community with the most appropriate transport platforms that we have, and we have a myriad of them. In addition, we need to educate passengers and have discussion about alternative transportation options that may fit better with their needs.

We don't talk about this very often but the school buses, they're certainly struggling as well. I imagine if we had a conversation, could there be a win-win somehow within that system that marries up maybe some school needs with public transit needs

Commissioner Hartung: We talked about passengers per day. In the digital community, we look at unique views and I'd like to know at some point, what those are. Are they unique passengers? So we had 19,000 and some passengers, how many times are they riding? And what's the actual number of passengers that we're trying to carry? Is that number really cut in half or is it maybe even a third of that? And that's where micro transit I think can step in. He would like to narrow the fixed routes to only those with high ridership and find alternatives for the other areas needing some sort of transit.

Commissioner Hartung also said he only sees empty coaches near the county building, except during peak morning and afternoon hours, so what do we do with it midday?

Mr. Maloney said it's very difficult to see actual ridership based on one stop four stops back at the station they could have put 15 people on the bus and ten people could get off before 9th street. The way RTC looks at that is by our productivity.

Commissioner Hartung said what he is hearing is that the system is fine the way it is and doesn't need improvement.

Mr. Maloney responded that it's not intended that way and this is exactly what the five-year plan is for. Previously, new services were added in, we changed how service was provided, we cut service, we added frequency, we adjusted routes, and we added two VRTs since that last five-year plan. So we are never stagnant and never think we've done good enough. We always want to push that envelope.

Director Swallow: I think it is very much a balance between all of the tools that we have, being cognizant of the resources that we have, the fleet management that we must do, and then thinking about the ways that we make sure on the other side, outside in our other roles, that we're making sure that the systems we're building work for the transit system we're trying to grow and develop. She supports the use of micro transit as a support system to the fixed route. For example, micro transit in a specific area could transport passengers to the stop that may be a mile away. That is a mile that many may not want to walk or are unable to walk, but by complimenting the fixed route system, it could help to increase ridership.

Chair Jardon: I think too that it is back to data. I think we have so many different options as it relates to transit that, let's say, the fixed route system, which ultimately at the end of the day, we're trying to do things better. So how are we getting our on-time status increased and getting our missed trips decreased, but also being efficient? So let's say Director Swallow missed the time of day for high usage fixed route options; from a user standpoint, it should be as simple as putting in that she is at X location and she needs to go to X location and RTC provides her the option of what is available and most efficient for her in that moment.

It directs her to the nearest fixed route if there is one, or is it the van pool that technology and data-wise shows you happens to be coming by that could grab her, or the FlexRIDE? Is it a taxi buck? Is it a senior ride? I think technology is going to be the answer to all of these. I don't think we should layer in more fixed routes during the off hours. We should think of what options can meet that user's needs, while always keeping those most in need at the front of the mind to meet those off peak usage routes with other transit opportunities on a digital platform that is in real-time door to door. I do think we can get there to meet those sorts of needs.

Commissioner Lucey: I think that we plan as a society, we plan our days and try to do everything we can to be succinct in what we do. We make sure that we're to our jobs on time, our appointments on time, meetings on time; however, we've got to work backwards and utilize the fact that transit is a foundational point in which we do everything. He is also in favor of combining services to make the most efficient service possible. Many of our citizens don't use transit because they don't have quick access to it. It's not efficient or necessarily accessible to them.

Commissioner Delgado: Without being the horse to death, I think there are definitely opportunities for us to run more efficient routes for many of our families and kids and seniors. I think there's also a big, huge communication gap between what we do and how we're trying to communicate that to our general public. I, for one, quite often get confused with the differences between ACCESS, RIDE, flex, and fixed routes. You end up getting a menu of options, and sometimes you just kind of throw your hands up and say, I don't know what to do so I'm just going to take the cab or ask somebody for a ride. And then because at times, from what I hear from the public, is we have all these options and then half of them are not available. He is also in favor of combining services for efficiency and better service to the passengers.

Vice Chair Lawson: This is a very complicated issue and I think we need to blow the thing up and start over from the brick one and build a better system. At Sparks we are taking those steps to condense our housing, and public transportation is a huge part of it. But we're looking at a system that we put \$45 million into each year for 25,000 passengers. That's around \$1,800

dollars a year at 1900 passengers. It's \$20, almost \$2,400 a year at, and if there's a two and a fro and those numbers are the same person twice a day, we're in essence supplementing \$3,600 to an individual that rides the bus each year.

Maybe we run the long buses in shorter routes and short buses in the other routes. I mean, if it takes you an hour to go around one route, maybe we cut it in half. To me there's so much to talk about here that I don't think we're even going to scratch the surface. And quite frankly, this needs to be a very robust conversation in a workshop by itself. I'd like to bring in some of the public, and the riding public, to know what would it take for them to decide that they want to ride the bus again. Or for the first time in many cases.

Chair Jardon: I agree with Mayor Lawson. This is a much larger discussion of which we need input from those that use the system or might use the system, and what are the reasons why they're not. And I would guess many of those that have never ridden the system have no idea of the options and opportunities available to them and the conveniences therein.

General conversation took place with regard to on-board surveys, better communications and education, and re-thinking how transit is offered in our community.

E.D. Thomas said that he heard a lot of ideas, concerns and suggestions from board members that will be helpful in the future design of the transit system. He added that RTC has a consultant onboard who can help to redirect this. There will also be more conversations coming forward before any decision point are made.

Commissioner Lucey: This is a five year plan and we're all going to be evolving. It's getting the future figured out as best as we can, but it's going to be constant shifting. On the good news note, by the end of February RTC is going to be 100% alternative fuels, either full electric or electric diesel hybrid, and the diesel electric hybrids run 35% of their time on full electric. So we are doing very good things in the way of the emissions for our fixed route system.

He then reminded everyone that RTC is out of storage space for the big coaches and NDOT will be reclaiming that property during the construction of the Spaghetti Bowl, Phase 4. We need to think about where another facility will be housed, and do we want to continue utilizing such large buses that take up significant space. He's talking about once we get 30 years out, when none of these board members in exist anymore, and we have to build another facility somewhere in the south to mirror the one in the north, to facilitate the buses to continue to suffice the capacity. We've got to have a long term strategy because if we're going to keep buying buses, let's keep buying buses, but let's have a discussion about the facilities and where those assets are.

Chair Jardon: I think it should likely operate more on a REMSA style dispersed throughout the community, so that you get to almost the AVL automatic vehicle locator style, Uber style. What's the closest, most appropriate transit opportunity, they move from an ecosystem of flexibility and where you aren't required to have so much real estate to house them every day.

RTC has a lot of remnant parcels which are strangely shaped and scattered throughout the community. So how are we marrying all of those with park and rides? I think there's opportunities here, but to Commissioner Lucey's point, we're looking way beyond five years

from now, 15 years from now. We're looking at a system that is just dramatically different and we have to click our minds off. Staff has done a tremendous job. We have the best staff around and they are going to be our partners in this systematic change and in the visioning of it. It is our job as the board to lay out the vision. It is the staff's job to execute on it.

Mr. Maloney: Our vanpool program that's 285 vehicles which Enterprise leases directly to a driver. Those go home to every night, out, around our area. They're not in one spot, they're not on a facility. So that's a perfect point.

(15-minute break)

4.4 REGIONAL ROLE, PROCESSES AND ENGAGING JURISDICTIONS ON RTC ROAD PROJECTS

Mayor Lawson: So I've heard from different elected officials, not ones that are on our board, that there's a perception, and to be honest, I kind of had it myself before I came into RTC, that RTC is rich, has plenty of money to do everything, that somehow we as an agency are the resource to do everything everybody wants that they can't get done in their own local world. And so that was a bit troubling to me because it's not a nefarious thing. It's just that people aren't understanding how much RTC has on our plate to get done to satisfy the community. The second thing is that I think there's such a major role for us to play in working together, because I don't believe any of the local government staffs have, or even probably NDOT have the resources to cover all the issues that each of you deal with in your local government role, and probably never will.

The idea that we're all tackling the same problem at the same level, just seems like a very inefficient way in the regional world. And what we need is that help starting from you as what I think is the best regional board. I'm not trying to be negative on anybody, but I think this is a good regional board. How do we make it even better in the context of getting things done that doesn't cause resentment, doesn't cause frustration, but moves the regional transportation network the way forward, the way it needs to go.

Commissioner Lucey: I think that RTC is misunderstood as a bank. We're not a bank. We provide a service and we have a lot of priorities in which we have to maintain, to continue to provide the services that we do for the community. However, I think that there is a way that we need to better organize our organization so that we can do [inaudible 02:43:55] these of the community and our sister municipalities. Not our sister government agencies, because RTC is the RTC of Washoe County, which is a, through a local agreement through Washoe County, Sparks and Reno, to facilitate transportation. We're not a bank and we're not a fourth government.

We, as a resource, can continue to compile building our roads and providing those transit sources. What we've had over years of planning that have, whether that's misunderstanding of growth or not being able to adapt quick enough to the growth that we've experienced, is that we've got this kind of convoluted understanding of a transit system. We've got roads that are state owned. We've got roads that are county owned. We've got roads that are city owned. We've got roads that are RTC maintained.

We need a really focused understanding of how do we clean-up, who owns what and how, and where the priorities lie and how, and who should be maintaining what? Cities should maintain

their roads. County should maintain their roads. RTC should maintain the arterials and the state should maintain the major, major roads, which are the freeways, right? I-80 and 395, plain and simple. The state should not be maintaining Holcomb Ranch Road or Huffaker. That's not in their Bailiwick. It takes resources away from them.

Chair Jardon: I tend to agree, and I'm looking at it from a user's standpoint. The end user that has a question or a concern about a road maintenance issue, or a capacity issue, or what have you. I think they get frustrated with a response of, well, that's not in the city, that's in the county, or that's not a county road, that's an NDOT road, and it's kind of this ping pong. And at the end of the day, they don't care. They just want to ensure that the issue with their road, a safety issue, pothole issue, expansion issue, whatever it is, that someone is getting back to them with communication and something's getting addressed.

Commissioner Hartung: We have all of these subdivisions adding capacity and I've got one guy now who wants to add 140 houses. Then I've got another one who wants to add 300 houses. Then you go down into Sparks and there's Five Ridges which is 1700 or 1800 houses, all adding ADTs on the Pyramid Highway. And nobody's keeping track of what the capacity is. Because they'll do an engineering study, they'll do a traffic study and they'll say there's plenty of capacity, but it's done in a 24 hour time period because that road's ability to carry capacity at two o'clock in the morning is zero. Maybe we need to change user fees. Maybe we need to update how we charge developers.

Director Swallow: Those roads that are the state highways, the extent of input that we have in terms of the development that occurs along those is minimized. If that development has an access point on the corridor, we are permitting role, but not if they put their access point on an adjacent corridor, or maybe they're half a mile off, but all of those cars still come on to the corridor.

NDOT has no input into the decisions that are being made. Further, there and I guess the one place that there is it's through the step. And we look at how we harmonize and then feed into the step. And we look at what the availability of funding is, and we all know that there's not enough funding. So yes, the system is broken. I did bring up an example about when I ride transit in Vegas and I think everybody forgot that. I also spent quite a bit of time up here and ride the transit system up here. I have to drive to get the bus when I ride transit up here. Because even though I have a short walk to what would be a hub, or maybe a corridor for a transit. there isn't a transit route on that corridor. And I don't know that it would be a very productive route even if there was.

I think there's lots of opportunity to figure out how we could work better together to make those decisions about land use and about growth, because that's what the core underlying challenge is. There just simply aren't enough resources, whether it's RTC resources, whether it's city or county resources, or whether it's state resources, there's just not enough money. Nor do I really think we want to build the roads that might be built if there was enough money because that has other challenges associated with it.

I'm at the table, willing to have the conversations about how we might be able to fix the system to make it work better, and to make sure that the transportation system as a whole works for everybody and how it might be better to address some of those challenges regarding affordable

fees, not just housing affordability, but housing and transportation, you really have to look at the combination of the two. I'm happy to have conversations.

Commissioner Lucey: I think there needs to be a more regional understanding and let NDOT have a process in reviewing all of development within all of our municipalities. There has to be, because right now, as to Commissioner Hartung's point, we feel that it's going to some central bank, right? Reno thinks it's going to some central bank that NDOT's paying attention to and Washoe County thinks that Reno's paying attention when the county isn't, and no one's paying attention. And the impact fee, the RRIF credits that Commissioner Hartung has been talking about for years has been a way for developers to say look, I paid them my RRIF credits. I got my RRIF credits, that's how they're tracking me. And we all go on our merry way.

Director Swallow: What I suggested is that perhaps NDOT should have a role in reviewing development and making comments if not requirements. We don't want to look at everything but there should be a threshold at some point, if it's over 100 daily trips, if it's over 500 daily trips, some sort of a threshold wherein, whether it has a driveway on Pyramid or it's a mile and a half away from Pyramid, ultimately those cars find their way to Pyramid or McCarren. And then we could say, "Look, we don't think those roads are going to hit the network. We're good." Or we could say, "Those trips are going to hit the network and this is what it's going to take to accommodate us and to be aware of."

Commissioner Hartung agrees that a process should be implemented somehow, but he also believes the existing RRIF system has created this flat currency and it needs to be overhauled.

Mayor Lawson: Vegas has done a very good job of that, they put it back on the development and they actually assign it to the homeowners to build that infrastructure, take out a bond. There's some \$9 billion worth of bonds issued in Vegas for just for infrastructure. It's something we have not really done very much of up here. It's a new strategy that we've really got to think about, especially if we're talking about the Northeast Connector with the road from La Posada over to USA Parkway. If we get a lands bill and we have infrastructure to go in for industrial east of Sparks, how do we pay for all those roads? It's got to go back on the landowners eventually.

Chair Jardon: I do think we have to work more towards how the jurisdictions are working together with all the universe needs. I think this board actually does a pretty good job of understanding the regional needs and not being so jurisdictionally stingy and saying, "I got to get mine over here in Reno and it's going to be at the deficit of what the county may need." I think this board is actually been pretty fair in looking at the global infrastructure needs from the RTC standpoint. But the NDOT portion of it and their inclusion in some of the discussions does need to be augmented and looked at differently.

Commissioner Lucey commented that strategic sessions, such as this, are to have discussion and come up with potential solutions for consideration, not to simply voice complaints.

Chair Jardon: I do think we do have at our disposal a number of things working for us. I do think strategic planning sessions are the time to talk about the difficult things and try to work through some of those difficulties to find a path forward. So that staff and director Thomas can then run with it and come back to us with some potential solutions as well. If we sat here this entire four hour session and patted ourselves on the back, that would be a complete disservice. Although we've had many great accomplishments over the last year, us having the difficult discussions and recognizing the warts and trying to address how we can fix them, is the point of this.

I think what director Thomas has, what he brings to the table, is fantastically suited for the position he's in, in that he sat in the management role at the city of Reno, possibly with the impression that RTC had at its disposal, or may have had opportunities that didn't exist, or weren't being used to the city's benefit the most, etc. Bill now sits in the other seat and understands that when we walk in somebody else's shoes, you see what someone may perceive may not be reality at all. What this board and this community has going for is, with some rare exceptions, we have great relationships jurisdictionally.

E.D. Thomas: Let me just start with an observation about, in my guess in Christina's world, where she reports to the governor and the governor has the whole state. So her structure is designed to look at the big picture of the whole state. My guess is out in the rural areas, Christina and her crew are transportation. There's probably no one else even thinking about it or even understanding it. So it's a different world from coming to the two urban areas where clearly Clark County's much bigger than us, but we're probably much more similar to them. And that's where you have these issues of state roads going into urban areas and the confusion.

In our world, the RTC is a partner with NDOT on many projects because even if it's a state road, the RTC may be in a better place and have the capacity to work on a particular project.

General discussion then took place on the project review processes within the RTC, with the Director of Planning, Dan Doenges, explaining the steps taken and their specific purposes, and the role of RTC as the Metropolitan Planning Organization (MPO). He also briefly described the manner in which TMRPA assists the RTC under a paid agreement.

Additionally, Ms. Olsen reviewed the topics, direction and discussion which took place during this workshop.

A suggestion was made, more than once, that going forward, roadways and transit should potentially be broken out into separate workshops as they are both "big" topics that require lengthy discussion and ideas.

4.5 FUNDING STRATEGIES – this item was skipped due to time constraints.

5. PUBLIC COMMENT

There was no public comment made.

6. ADJOURNMENT (*For Possible Action*)

There being no further business to come before the Board, the meeting adjourned at 1:04 p.m.

NEOMA JARDON, Chair
Regional Transportation Commission

Presentations copies are available upon request. Contact dthompson@rtcwashoe.com.

DRAFT

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

January 14, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

Bob Lucey, Washoe County Commissioner

The special meeting, held via Zoom meeting and in the RTC Administrative Building, 1st Floor, Reno, Nevada, was called to order by Chair Jardon. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

Item 2 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Dr. Paco Lachoy, representing the City of Reno Senior Citizen Advisory Committee, thanked the RTC for listening to the concerns of seniors pertaining to changing all routes to Sunday service and adding some service back in to assist in needed medical, grocery and other visits. He also requested a route going to the new Northern Nevada Medical Center on Longley Lane, opening this spring.

Ms. Betty Manson, local resident, thanked the RTC on behalf of the seniors in her 89512 community for listening and helping with the addition of transit services.

Mr. Mac Rossi, local resident, thanked the RTC for their evaluation and rescheduling of some of the routes.

Mr. Chris Fuqua, Vice President of the Teamsters, Local 533, believe more money needs to be put into the system in order to attract the people needed as coach operators. He also reminded

everyone to remember that the paratransit services agreement is also coming up and the wages are far too low. He would like to avoid any strikes, such as with the Keolis agreement. There being no one else wishing to speak, the Chair closed public input.

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved.

Items 4.1 SPECIAL PRESENTATION (informational only)

NDOT Director Kristina Swallow gave a presentation on the Nevada Sustainable Transportation Funding Study and Advisory Working Group. She detailed information on the following subjects involved in the study for this topic:

1. Nevada’s growing population and broader inflation in construction costs are straining the existing system.
2. The gas tax remains the largest single source of transportation funding in Nevada. Counties are also heavily reliant on gas tax revenue.
3. Transportation revenue is not keeping pace with the system costs and demands.
4. The erosion in gas tax revenue will accelerate as more vehicles use less gasoline (or no gas at all).
5. The Legislature directed NDOT to conduct an in-depth study of sustainable transportation funding and the topics of the study are provided in the presentation.
6. The Advisory Working Group Membership has 29 members:



7. Each AWG meeting has an overall objective, with specific agenda items and outcomes to support that objective and reach key project milestones.
8. AWG's Transportation Revenue Guiding Principles:
 - Aspirational outcomes
 - Serve as a “ruler” to measure how different funding mechanisms perform (i.e., the degree to which the revenue mechanisms can achieve the desired outcomes)
 - AWG members crafted and unanimously adopted these in November 2021.
9. Guiding Principles for Future Transportation Revenue Sources.
10. Revenue mechanisms being analyzed.
11. Study timeline and next steps.

Upon conclusion, E.D. Thomas stressed what a complex issue this is and believes it will have value. NDOT will be giving this presentation to multiple jurisdictions around the state. However, the legislature will need to make any final decisions.

Director Swallow then offered to answer any questions, along with her team.

Mayor Lawson said his concern is that as always, Las Vegas ends up with more than Washoe County when it comes to funding and Washoe County may lose more than is gained.

Director Swallow said this is meant to look at the state funding needs and “grow the pie” so that everyone will receive more than they currently have.

Mayor Lawson responded that his main concern is when it gets to the legislature, who are mostly made up of Las Vegas representatives.

Commissioner Hartung asked if VMTs are being discussed and Director Swallow said yes, it does reflect VMTs as a source of funding options.

Commissioner Hartung’s concern is that those with combustion engines will be double-taxed for fuel and VMTs. It could hurt to pay that VMT tax in one shot with a registration when it doesn’t hurt quite so much to pay fuel tax in smaller increments.

Director Swallow said this is mainly for the EVs and does have some implementation and maintenance issues so that no one is double-taxed.

Commissioner Hartung said he would like to see a presentation on the Utah model and how well it has worked.

Chair Jardon asked Legal Counsel Adam Spear if any tax modifications requiring legislative approval can be worked on in advance of the session. Mr. Spear said he believes that is how it’s been done in the past and shouldn’t be a problem.

Chair Jardon then asked Mr. Spear if any modification of the Washoe County fuel indexing would have to go back to a vote of the people or can the legislature take action on their own.

Mr. Spear responded that there are several different laws pertaining to fuel tax, so all of those issues would need to be worked through and it would be a complicated process.

Chair Jardon thanked everyone who has jumped in to tackle this and does not want to mess with what was voted in by the Washoe County residents. She also does not want a huge registration bill for VMTs becoming part of the norm.

Director Swallow then quickly reviewed the next steps and timeline, and will provide updates at the monthly RTC Board meetings.

E.D. Thomas thanked the Board members for taking the time out for this presentation on such an important topic.

Item 10 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

There being no one wishing to speak, the Chair closed public input.

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 9:53 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.4

From: Daniel Doenges, PTP, RSP, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

PLANNING STUDIES

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Draft Existing Conditions Report completed. Virtual outreach event and survey scheduled for March.</i>	

RTC Public Participation Plan Update	
Rebecca Kapuler, Project Manager	https://www.rtcwashoe.com/mpo-projects/public-participation-plan/
<i>Status: Draft plan has been submitted to Directors for input/remarks.</i>	

Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/verdi-area-multimodal-transportation-study/
<i>Status: Developing an initial analysis of existing conditions in the study area.</i>	

Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan	
James Weston, Project Manager	https://www.rtcwashoe.com/wp-content/uploads/2021/02/Advanced-Mobility-Plan_DRAFT_2021.12.16_For-Public-Review.pdf
<i>Status: Final draft complete. Anticipate recommended approval at April Board meeting.</i>	

ONGOING PROGRAMS

Bicycle and Pedestrian Planning	
RTC Planning Staff	https://www.rtcwashoe.com/metropolitan-planning/
<p><i>Status: The Project team is developing and contacting members of The RTC is collaborating with other partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i></p> <ul style="list-style-type: none"> <i>• The data collection counts for active transportation modes occur biannually and the project is on schedule. The draft written report is going to the Advisory Committees in March and to the RTC Board in April.</i> <i>• Transportation Alternatives (TA) Set-Aside project on Peckham Lane in Reno was completed. This project implemented a shared use path along Peckham lane adjacent to the airport.</i> 	

Development Review	
Rebecca Kapuler, Project Manager	Website N/A
<p><i>Status: RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:</i></p> <ul style="list-style-type: none"> <i>• Washoe County – 0</i> <i>• City of Reno – 5</i> <i>• City of Sparks – 4</i> <p><i>This does not include proposals that were reviewed on which staff did not have any comments.</i></p>	

Vision Zero Truckee Meadows	
Rebecca Kapuler, Project Manager	https://visionzerotruckeemeadows.com/
<p><i>Status: The last meeting was held on 2/28/22 and meeting topics included Nevada Moves Day, new bus tail messages, WCSD school zone improvements, TA Set-Aside, and Sacred Shoes.</i></p>	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Lauren Ball, Project Manager	
<p><i>Status: RTC staff conducted the following outreach activities from February 15 – March 18:</i></p> <p><i>February 15 North Valleys CAB - Lemmon Drive Project Update</i></p> <p><i>February 17 Ward 4 NAB - Lemmon Drive Project Update</i></p> <p><i>February 22 Reno Access Advisory Committee Meeting - Presentation of 2022 Projects</i></p> <p><i>March 2 RTC Technical Advisory Committee (TAC) Meeting</i></p> <p><i>March 3 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i></p> <p><i>March 17 RTC St. Patrick's Day FREE Safe RIDE</i></p>	

Media Relations & Social Media
RTC Communications Team
<i>Status: The RTC issued four news releases and received 11 media inquiries regarding construction on the Bus Stop Improvement and Connectivity Program, mask requirements on transit, Presidents Day office closures and transit information, the possibility of a railway to the TRI Center, the Mill Street project, bus routes, RTC's investment in transit services for seniors and people with disabilities, the Oddie Wells Project, bus driver hiring practices, the state of the region's infrastructure, the Lemmon Drive project, and more.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, the Bus Stop Improvement and Connectivity Program, mask requirements on transit, construction detours for the Oddie Wells Project, snow routes for transit during winter-weather days, Presidents Day office closures and transit information, RTC's investment in transit services for seniors and people with disabilities, how to stay updated on the RTC's programs, projects, and transit operations, the Mill Street Project, and more.</i>
<i>Social media metrics for the month of February: 23,622 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production
RTC Communications Team
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Sparks Boulevard Project, the Arlington Bridges Project, St. Patrick's Day free safe RIDE, and the McCarran Blvd. Corridor Study.</i>

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.5

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Construction began on Phase 3 of the project on February 28, 2022, and will continue through June 2022.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: (30%) design plans are produced. Additional traffic analysis of the downtown road network is occurring as needed to support the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

Mill Street Complete Street - Terminal Way to McCarran Boulevard	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/
<i>Status: Bids were opened November 16, 2021, and Spanish Springs Construction provided the lowest bid. Construction started on February 7, 2022, and is expected to be complete before July 2022.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: Titan Electrical was awarded construction contract. Construction began on March 7, 2022.</i>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com .

Status: The South Phase bid documents are being finalized in preparation of the project going to bid. The plans for the South Phase project are also under review by NDOT for necessary permitting. Work activities also included acquisition of easements that will be necessary for this phase. This phase is on track for construction in spring 2022. Work during the last reporting period also included finalizing technical reports and documents associated with Environmental Assessment for the north segment (phase 2) of the project.

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/

Status: The project team is developing 90% design plans. Construction is anticipated to start by the fall of 2022.

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/

Status: Optimization and new timing on SE McCarran Boulevard and Longley Lane are ongoing.

Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/

Status: Construction continues on Rectangular Rapid Flashing Beacon (RRFB) locations, which are anticipated to be complete in March.

Traffic Engineering (TE) Spot 10 – North	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-north-2/

Status: The new signal configuration at Battle Born Way and Victorian Ways is operational. The project is on hold until April 2022 for pavement slurry seal.

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/

Status: Final bid documents are being prepared with advertisement scheduled for March 2022.

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Advertised for construction on February 22, 2022, with a bid opening in March 10, 2022.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: (90%) plans were submitted for review by City of Reno.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: Preliminary design is underway.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: A second Aesthetic Stakeholder Working Group Meeting was held and aesthetic elements are being refined into three concepts. Design Review Committee Meetings are underway and the team has defined the design criteria and presented hydraulic modeling results. Continued coordination with NDOT and FHWA to finalize funding agreements for the project continues. A pre-recorded public informational meeting is live this month, which includes a survey to help us get feedback from the community.</i>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
Dale Keller, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 1 - Q&D Construction (Q&D) finishes paving the middle lanes and the U-Turn north of Sky Vista Parkway/Buck Drive is open. Deteriorated concrete panels at the Military/Lemmon and Sky Vista/Lemmon intersections continue to be replaced. Areas disturbed along the edges of the project alignment have been seeded and signage has been installed. Education outreach on “How to Drive a DDI” continues.</i>	

The construction team takes advantage of additional space as closures at the Lemmon/US395 interchange are now in place. The DDI improvements are moving quickly and the interchange is starting to take place. Storm drainage improvements are almost complete, foundations for sign structures are in place, conduit for street lighting and fiber is almost complete, and a temporary signal at the Golden Valley interchange was installed.

Segment 2 - The project team is finalizing the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) is identifying an Agency Endorsed Alternative.

Mill Street Widening (Kietzke Lane to Terminal Way)

Roy Flores, Project Manager

<https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/>

Status: Final Design contract with Jacobs Engineering Group, Inc., was approved at the February 2022 RTC Board Meeting. Currently scheduling a design kick-off meeting.

Oddie Boulevard / Wells Avenue Improvement

Maria Paz Fernandez, Project Manager

<http://oddiewellsproject.com/>

Status: Construction started at the end of November 2021. During the first quarter of 2022, construction includes underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three construction seasons and be complete by the third quarter of 2024. Construction along El Rancho Drive between Oddie Boulevard and Greenbrae Drive started last month and it is expected to be complete by the end of this month. As weather permits, paving operations along Oddie Boulevard (Phase 1 section) will start soon.

Sky Vista Parkway Widening Rehabilitation

Blaine Petersen, Project Manager

<https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/>

Status: Right of way activities continue for necessary construction easements. Advertisement is anticipated in April 2022.

Truckee River Shared Use Path

Jeff Wilbrecht, Project Manager

<https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/>

Status: Coordination efforts this month included ongoing coordination with NDOT for their advancement of the final design of the project and preparation for construction activities this summer. Coordination also occurred with the Reno Sparks Indian Colony regarding acquisition of necessary right of way.

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance	
Scott Gibson, Project Manager	
<i>Status: The project is complete except for utility raising activities. This work has been delayed due to short load concrete availability and COVID.</i>	
4th Street Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The 50% preliminary plans and estimate have been received from the consultant and are under review. Coordination with Transit and bus stop improvements have been identified. Right-of-way activities are underway</i>	
Arrowcreek Parkway Rehabilitation	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The 50% preliminary plans and estimate have been received from the consultant and are under review.</i>	
Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The construction contract with Sierra Nevada Construction has been executed and pre-construction work is underway in preparation of starting construction in April.</i>	
Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Project is currently advertising for bids. Construction is scheduled to start in August.</i>	
Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: Granite Construction company will commence work this month. Engineering During Construction has begun as submittals and RFIs are being evaluated.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: A pre-construction meeting is scheduled for March with construction to begin in April.</i>	

Reno Consolidated 23-01 – Sutro Street and Enterprise Road	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Preliminary design is expected by the third quarter of 2022. Construction is tentatively scheduled for spring 2023.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: The contract for design services with Wood Rodgers is executed and preliminary work has been initiated to start preliminary design of the project.</i>	

Peppermill BRT Station	
Jeff Wilbrecht, Project Manager	
<i>Status: The design consultant, Kimley-Horn Associates, Inc., is advancing towards final design. Temporary construction easements are necessary for the project; the acquisition of the right of way are underway.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Sky Vista Parkway Widening/Rehabilitation Project	VIP Fund II, LLC	\$6,270	\$0
Sky Vista Parkway Widening/Rehabilitation Project	Cado SV Land LLC	\$1,000	\$0
TE Spot 10 – South Project	100 Woodland, LLC	\$111,025	\$0

CONTRACTS UP TO \$100,000

Carter-Ott Appraisal, in the not-to-exceed amount of \$3,900 for the appraisal of two parcels associated with the Peppermill BRT Station Project.

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$3,500 for the review appraisal of two parcels associated with the Peppermill BRT Station Project.

Paragon Partners Ltd., in the not-to-exceed amount of \$12,470 for the right of way activities for two parcels associated with the Peppermill BRT Station Project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.6

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Activity Report.

BACKGROUND AND DISCUSSION

Highlights

National Transit Operator Appreciation Day – Friday, March 18, is designated *National Transit Operator Appreciation Day*. In recognition of Keolis and MTM drivers, maintenance crews and staff, RTC sponsored a donut breakfast at the Villanova and Sutro locations. Both contractors celebrate this day locally and corporate-wide throughout their properties. RTC would like to extend its gratitude to all of the staff for their hard work and dedication to public that they serve.

RTC Washoe-Lyft Rides Program – In February 2022, the RTC entered into an agreement with Lyft to provide Reno-Sparks rider's greater flexibility and more options for their transportation needs. This program provides alternative, reliable and affordable transportation to Washoe County residents who are 60 years and older, RTC ACCESS clients (any age) and Washoe County Veterans (any age). The RTC Washoe-Lyft Rides transportation program was modeled after the existing RTC Washoe Senior Ride program, but instead of taxis we partnered with Lyft. Through this program, RTC subsidizes 75% of the fare (up to \$9) for up to 5 trips per month on Lyft that start and end in the Reno-Sparks area. With this program, eligible customers may now use Lyft at a substantially discounted rate with a portion of the ride subsidized by the RTC of Washoe County. RTC Washoe-Lyft Rides Program is funded by the ¼ % of Washoe County sales tax that is allocated for public transportation.

RTC RIDE Key Highlights – February

- Additional service added effective February 14, 2022, including more RAPID Virginia Line buses in service
- A pedestrian/bus accident occurred on February 16 near McCarran and West 7th Street. The operator was not cited and the pedestrian is recovering from their injuries.
- Six New Flyer coaches were placed into service the week of February 28.
- Received approval from the Nevada DMV 3rd Party Program Manager to implement seat modification prototype on training buses for required third party CDL testing.
- Keolis Staffing update:
 - Released 16 trainees to operations for revenue service
 - 4 Operator resignations

- New Coach Operator Classes held:
 - February 7 with 4 attendees
 - February 14 with 7 attendees
 - February 28 with 7 attendees

Headcount as of February 25, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	18	Ongoing
Coach Operators	151	6
Dispatchers	4	1
Mechanic A	6	0
Mechanic B	3	1
Mechanic C	4	1
EV Technician	2	1
Body Technician	1	0
Foreman	0	1



- Keolis and RTC hosted an After Super Bowl Valentine's Day luncheon for all staff at both Villanova and 4th Street Station.

RTC ACCESS Key Highlights – February

February Safety Blitz & Safety Meeting – February's topic for the safety meetings and blitzes focused on ADA Sensitivity training, and Mobility Device securement.

- Provide sensitivity and empathy to all passengers
- Provide excellent customer service
- Correctly use lift and ramp equipment
- Properly secure passenger mobility devices

Safety:

Accidents: 1
 Injuries: 1
 YTD Preventable Accident Count: 3
 YTD Injury Count: 0
 27 Days preventable collision free

Operations:

Due to the assistance of Taxi's/Uber, MTM was able to increase its on time performance from 80.1% (January) to 84.8% (February).

Employee Incentive:

NEW GOLD STAR AWARD PINS

MTM will be awarding pins when they observe “something done right.”

- iDrive events showing great safety or customer service
- Customer or internal commendations
- Supervisor or Manager observations



The program is open to all employees from all departments.

The number of stars accrued may also be included as part of a monthly or annual prize.

Recruitment/Staffing Update

February 7, 2022 class – 1 new hire who ended up being a no show

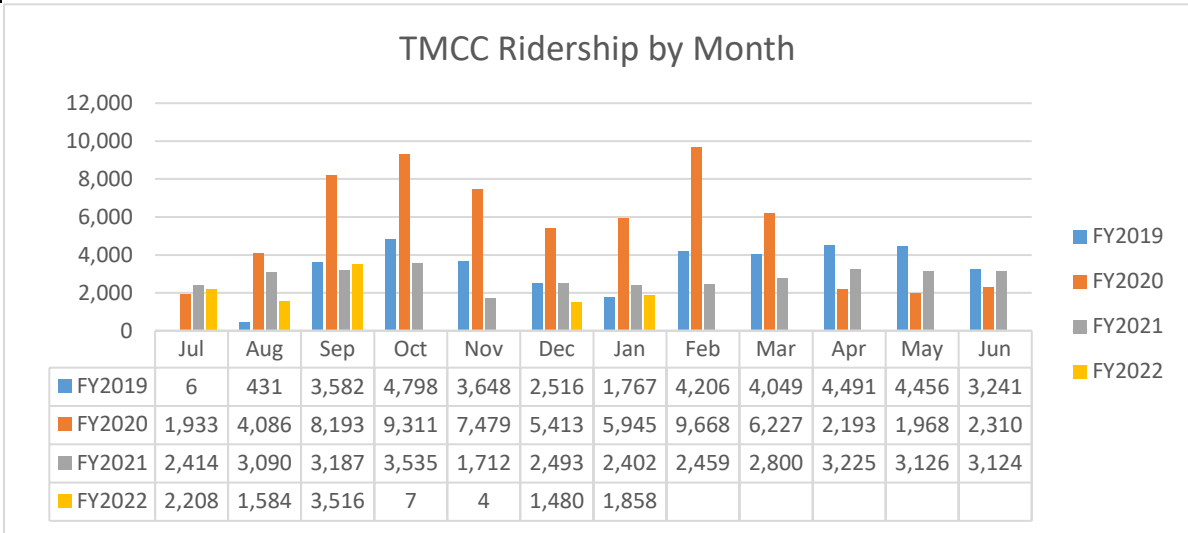
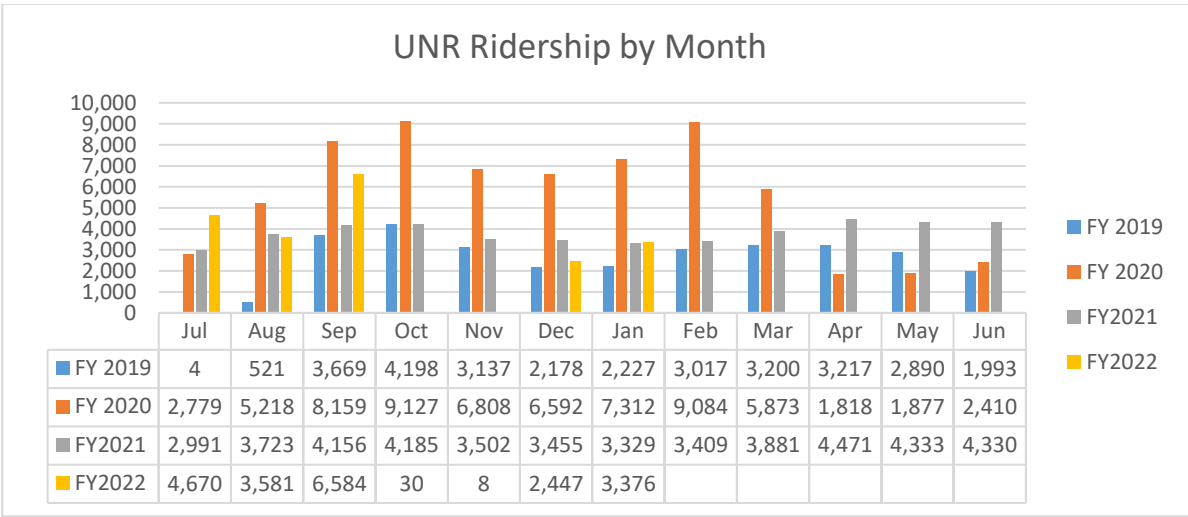
February 28, 2022 class – 1 new hire

Headcount as of February 25, 2022:

Position	Total Employed	#Needed
Drivers	39FT – 6PT	16FT – 0PT
Dispatchers	5FT	0
Reservationists	4.5 FTE's	0
Mechanic A	4 FT	0

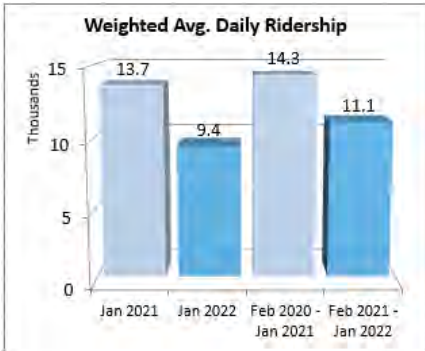
TRANSIT DEMAND MANAGEMENT (TDM) Update –

- Vanpools increased to 300 from 294
- No events were held in February
- Giveaway items have been ordered for the Earth Day event. They include eco pens and a sticky note pad, the back of which can be planted to grow cornflowers
- The Northern Nevada Transportation Management Association (TMA) has been finalized and staff will set up a meeting with participating agencies and private companies to create the association by-laws
- Ridership numbers from the ED Pass Program through the month of January are reflected below. Staff is working with UNR to continue to market the program on campus

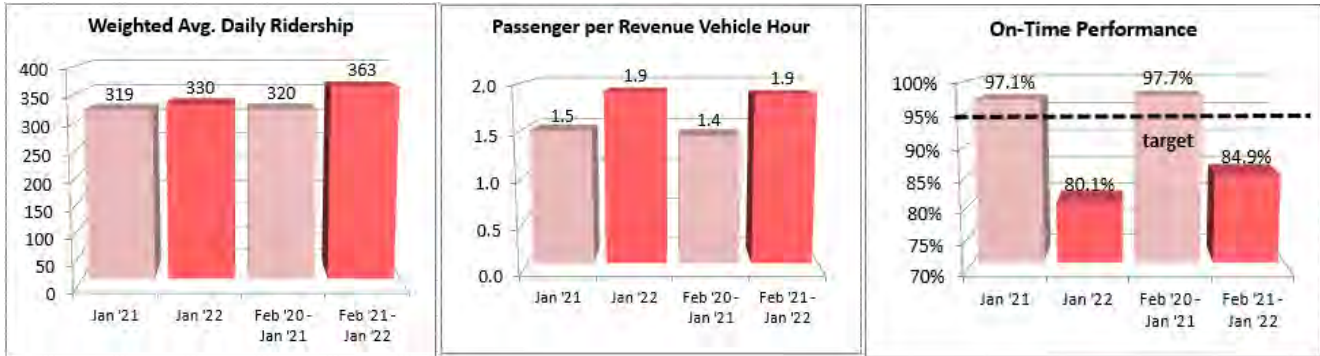


JANUARY 2022 TRANSIT PERFORMANCE

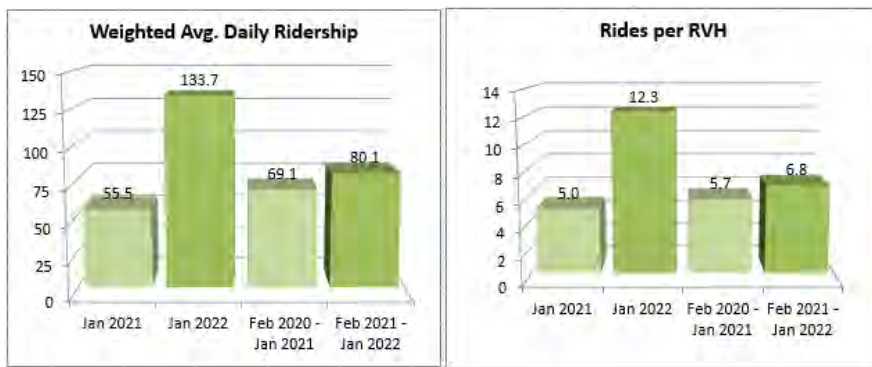
RTC RIDE



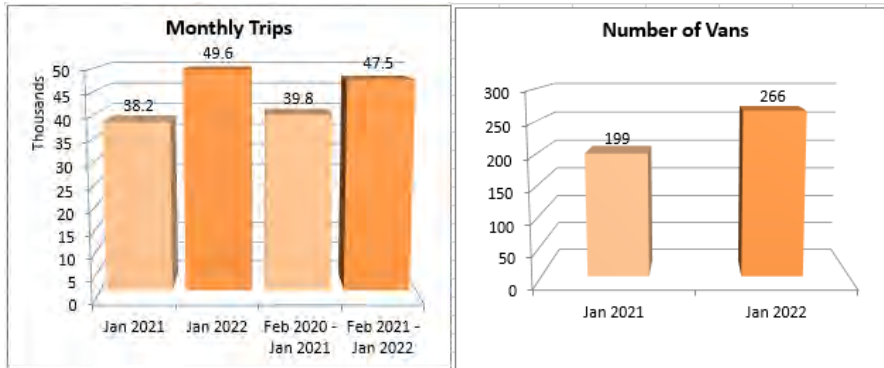
RTC ACCESS



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.7

From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
ITS Phase 4 Project	March 22, 2022
Peckham Lane Rehabilitation	March 25, 2022

<u>Request for Proposals (RFP)</u>	
Project	Due Date
S. Virginia BRT & Bus Only Lane	April 19, 2022

REPORT ON INVITATION FOR BID (IFB) AWARDS

Per NRS 332, NRS 338 and RTC’s Management Policy P-13 “Purchasing,” the Executive Director has authority to negotiate and execute a contract with the lowest responsive and responsible bidder on an Invitation for Bid (IFB) without Commission approval.

There were none.

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

Per RTC’s Management Policy P-13 Executive Director has authority to approve contracts greater than \$25,000 and less than (or equal to) \$100,000.

Project	Contractor	Contract Amount
RTC Washoe Lyft Rides Program	Lyft, Inc.	\$30,000

CHANGE ORDERS AND CONTRACT AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S RTC’S P-13 PURCHASING POLICY AUTHORITY

There were none.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.8

From: Dan Doenges, PTP, RSP
Director of Planning

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

BACKGROUND AND DISCUSSION

The RTC has three advisory committees that provide input on a wide range of policy and planning issues as well as key planning documents and the RTC Budget. The committees include:

- The Citizens Multimodal Advisory Committee (CMAC), which includes three individuals who use RTC RIDE, two individuals who use RTC ACCESS, five individuals who represent bicyclists/pedestrians, and five individuals who represent general multimodal transportation. The RTC Board approves appointments to this advisory committee.
- The Technical Advisory Committee (TAC), which includes local public works directors, community development directors, and staff from other key agencies.
- The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC), which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives and four private sector members who are appointed by the RTC Board.

The agenda and minutes of each advisory committee are provided to the RTC Board.

This staff report summarizes comments along with any action taken by the RTC advisory committees.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on March 2, 2022, and received presentations on the FY 2022 – 2026 Transit Optimization Plans Strategies (TOPS), Status of Projects Administered by the RTC Engineering Department, Lemmon Drive Segment 2 Project, Micro-Mode Regional Traffic Management Strategy, and the 2021 Bicycle & Pedestrian Data Collection Annual Report.

Technical Advisory Committee (TAC)

The TAC met on March 3, 2022, and received presentations on the FY 2022 – 2026 TOPS, Status of Projects Administered by the RTC Engineering Department, Lemmon Drive Segment 2 Project, Micro-Mode Regional Traffic Management Strategy, and the 2021 Bicycle & Pedestrian Data Collection Annual Report.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in March.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.9

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the First Street Rehabilitation project from Sierra Street to Virginia Street in an amount not-to-exceed \$197,302.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD., is for professional design services for the First Street Rehabilitation project in the amount of \$87,517 and optional engineering during construction services (EDC) in the amount of \$109,785. The project includes the traffic signal replacement and reconstruction of the First Street and Sierra Street intersection, and rehabilitation of First Street from Sierra Street to Virginia Street.

In September 2021, the City of Reno requested that a complete replacement of the traffic signal system at the First/Sierra Street intersection be included within the Reno Consolidated 20-01 project. Due to timing, traffic signal procurement, coordination, and agreement execution the First Street Rehabilitation work was removed from the Reno Consolidated 20-01 project and the First Street Rehabilitation Project was created. The traffic signal modifications will now be incorporated into the plans and specifications for this new project. An Interlocal Cooperative agreement with the City of Reno to reimburse the RTC for the cost of the design and construction associated with traffic signal modifications is under development.

Nichols Consulting Engineers, CHTD., was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Nichols Consulting Engineers, CHTD.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 20, 2019 Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of March 21, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Nichols Consulting Engineers, CHTD. from the RTC Design and Construction shortlist to perform Engineering Design and Engineering During Construction services in connection with First Street Rehabilitation Project.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 2.1.A to 2.1.H)	\$82,516.50
Contingency – Design Services (Task 2.1.I)	\$5,000.00
Total EDC Services (Task 2.1.J to 2.1.N)	\$104,785.25
<u>Contingency – Construction Services (Task 2.1.O)</u>	<u>\$5,000.00</u>
Total Not-to-Exceed Amount	\$197,301.75

3.3. For any work authorized under Section 2.4, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, “Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable

interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is *** _____ *** or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is *** _____ *** or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
Judy Tortelli
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)335-1824

CONSULTANT: Angie Hueftle, P.E.
Principal
Nichols Consulting Engineers, CHTD
1885 South Arlington Avenue, Suite #111 Reno, NV 89509
(775) 329-4955

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Angie Hueftle, P.E., Principal

SAMPLE

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A

SCOPE OF SERVICES FOR THE FIRST STREET PROJECT

2.1. SCOPE OF SERVICES

CONSULTANT will provide engineering services for the First Street Project. The project limits include First Street from and including the intersection of Sierra Street to and excluding the intersection of South Virginia Street. Anticipated improvements include major signal modifications, sidewalk and pedestrian ramp replacement, roadway rehabilitation, and utility adjustments. The scope of services will generally consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project duration will be 7-months.
2. Project Coordination
 - a. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT'S Project Manager will participate in 50% and 90% design review meetings, and one coordination meeting with RTC and City of Reno.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Condition Survey. Not applicable.
3. Traffic Data. Not applicable.
4. Geotechnical Investigation. Not applicable.

5. Backcalculation Analysis. Not applicable.
6. Develop Feasible Rehabilitation/Reconstruction Alternatives. Not applicable.
7. Conduct Life-Cycle Cost Analysis. Not applicable.
8. Identify Optimum Rehabilitation/Reconstruction Alternative. Not applicable.
9. Utility Investigation/Depiction
 - a. Overhead Utilities: Not applicable.
 - b. Subsurface Utilities: Not applicable.
 - c. Utility Coordination: CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies. Utility coordination with NV Energy and TMWA will be required to facilitate completion of the design of the utility relocations. CONSULTANT will coordinate with NV Energy, TMWA, and RTC as needed to facilitate the design and relocation of their facilities, including but not limited, providing NV Energy and TMWA the project design, reviewing NV Energy's and TMWA's design of the relocated facilities, and incorporating the relocated facilities into the project plans.

CONSULTANT will distribute design review submittals (50% and 90%) to utility agencies for review and comment and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
10. Report. Not applicable.

2.1C. Topographic Mapping

1. Topographic Survey. Not applicable.

2.1D. Right-of-Way Engineering

1. Preliminary Title Reports. Not applicable.
2. Boundary Survey. Not applicable.

3. Right-of-Way Setting. Not applicable.
4. Right-of-Way Maps. CONSULTANT will update the right-of-way map including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.
5. Legal Descriptions and Exhibits. CONSULTANT will update one (1) legal descriptions and exhibit figures.
6. Permission to Construct. Not applicable.

Deliverables:

1. Updated right-of-way map
2. Updated legal descriptions and exhibit

2.1E. Public Outreach. Not applicable.

2.1F. Preliminary Design. Not applicable.

2.1G Final Design

1. CONSULTANT will design major modification of the traffic signal system along with necessary improvements associated with the signal design at the intersection of First Street and Sierra Street.

The major modification of the traffic signal system will consist of:

- Establish new equipment locations consistent with the proposed intersection modifications (new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfigurations, etc.)
- All new signal poles, pull boxes, conduit, ped heads, and other equipment
- Design of push button locations, ped heads, and other equipment
- ADA accessible design for pedestrian buttons coordinated with the existing/proposed ramp locations
- Provide notes, equipment schedules, and conduit/conductor schedules
- Ped ramp design to accommodate new signal poles and ADA accessible design

CONSULTANT will prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – Two 11”x17” sets to RTC, six 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – Two 11”x17” sets to RTC and one 11”x17” set to Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets to RTC and one 11”x17 set to Local Entity.
- Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

c. Constructability Review. Not applicable.

2. Final Engineer’s Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.H. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.

2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

2.1.I. Design Contingency (Optional)

1. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.H. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

2.1.J - O Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.J. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Prepare conformed plans and specifications
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - Review and provide recommendations on test results
 - Review and provide recommendations on contractor's construction schedule and work progress
 - Review construction for acceptance and/or mitigation
 - Provide verification and approval of contractor's monthly pay request
 - Supervise the inspection, surveying and material testing activities

- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2.1.K. Construction Surveying (Optional)

1. Provide construction staking as follows:
 - Stakes for the storm drain infrastructure will consist of offset and line stakes set for the proposed connection points, piping, and catch basin.
 - One set of final curb and gutter, sidewalk, tree wells, driveway approaches, and pedestrian ramps. Construction stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, centerline of driveways, begin and end of curves, 25' station increment along curves, and points on line not to exceed 50' increments.
 - One set of offset stakes for traffic signals and utility pull boxes and vaults.

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 8-hour work days and a 30-working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 16 hours of field inspection and sampling and 8 hours of Nuclear Gauge time are anticipated.

2.1.M. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 0 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 103 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.N. As-Built Information (Optional)

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:

1. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
2. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

2.1.O Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.J. to 2.1.N. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit B

Cost Proposal and Rates

SAMPLE

**Exhibit B
Cost Proposal
First Street**

			Expenses			Subconsultants			Totals	
			Non Labor	Markup	Cost	Labor	Markup	Cost	# of Hours	Cost
					\$			\$		\$
2.1A	Project Management	1. Team and Project Management	500	25	\$ 525.00		0	\$ -	27	\$ 5,205.00
		2. Project Coordination		0	\$ -		0	\$ -	6	\$ 1,290.00
		Sub-Totals			\$ 525.00			\$ -	33	\$ 6,495.00
2.1B	Investigation of Existing Conditions	9.c Utility Coordination		0	\$ -		0	\$ -	56	\$ 9,620.00
		Sub-Totals			\$ -			\$ -	56	\$ 9,620.00
2.1D	Right-of-Way Engineering	4. Right of Way Maps		0	\$ -		0	\$ -	3	\$ 590.00
		5. Legal Descriptions		0	\$ -	250	12.5	\$ 262.50	2	\$ 592.50
		Sub-Totals			\$ -			\$ 262.50	5	\$ 1,182.50
2.1.G	Final Design	1.a Prepare 50% P&E	150	7.5	\$ 157.50	5000	250	\$ 5,250.00	45	\$ 12,867.50
		1.a (cont'd) 90%, 100% and Final PS&E	350	17.5	\$ 367.50	15000	750	\$ 15,750.00	178	\$ 45,547.50
		2. Prepare Final Engineer's Estimate	40	2	\$ 42.00		0	\$ -	10	\$ 1,882.00
		Sub-Totals			\$ 567.00			\$ 21,000.00	233	\$ 60,297.00
2.1.H	Bidding Services	1. Distribute Final PS&E		0	\$ -		0	\$ -	5	\$ 920.00
		2. Conduct Pre-Bid Meeting & Addenda	140	7	\$ 147.00		0	\$ -	17	\$ 3,082.00
		3. Attend Bid Opening and Tabulate Bids		0	\$ -		0	\$ -	5	\$ 920.00
		Sub-Totals			\$ 147.00			\$ -	27	\$ 4,922.00
2.1.I	Design Contingency (Optional)								\$ 5,000.00	
Sub-Total Design Services					\$ 1,239.00		\$ 21,262.50	354	\$ 87,516.50	
2.1.J-O	Construction Services (Optional)	J. Contract Administration (Optional)		0	\$ -	13000	650	\$ 13,650.00	112	\$ 31,170.00
		K. Construction Surveying (Optional)		0	\$ -	8500	425	\$ 8,925.00	0	\$ 8,925.00
		L. Inspection (Optional)	3000		\$ 3,000.00	7600	380	\$ 7,980.00	240	\$ 42,180.00
		M. Material Testing (Optional)		0	\$ -	16155	807.75	\$ 16,962.75	0	\$ 16,962.75
		N. As-Builts (Optional)	150	7.5	\$ 157.50	1000	50	\$ 1,050.00	28	\$ 5,547.50
		O. Construction Contingency (Optional)		0	\$ -		0	\$ -	0	\$ 5,000.00
	Sub-Totals			\$ 3,157.50			\$ 48,567.75	380	\$ 109,785.25	
GRAND TOTALS					\$ 4,396.50		\$ 69,830.25	734	\$ 197,301.75	

**Exhibit B
Cost Proposal
First Street**

		Project Manager/Principal Engineer		Associate Engineer		Project Engineer		Senior Designer		Staff Engineer/Sr. Construction Manager		Sr. Technician/Inspector		CAD Technician		Clerical		Expenses		Subconsultants			Totals		
		Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Non Labor	Markup	Cost	Labor	Markup	Cost	# of Hours	Cost
2.1A	Project Management	1. Team and Project Management	260		215		165		155		145		130		110		90		500	25				27	
		2. Project Coordination	260		215		165		155		145		130		110		90							6	
		Sub-Totals	0		24		0		0		0		0		0		9							33	
2.1B	Investigation of Existing Conditions	3.c Utility Coordination	260		215		165		155		145		130		110		90							56	
		Sub-Totals	4		0		52		0		0		0		0		0						56		
			4		0		52		0		0		0		0		0						56		
2.1D	Right-of-Way Engineering	4. Right of Way Maps	260		215		165		155		145		130		110		90						3		
		5. Legal Descriptions	260		215		165		155		145		130		110		90						2		
		Sub-Totals	1		0		4		0		0		0		0		0				250		12.5		
2.1.G	Final Design	1.a Prepare 50% P&E	260		215		165		155		145		130		110		90						45		
		1.a (cont'd) 90% 100% and Final PS&E	260		215		165		155		145		130		110		90						178		
		2. Prepare Final Engineer's Estimate	260		215		165		155		145		130		110		90						10		
2.1.H	Bidding Services	1. Distribute Final PS&E	260		215		165		155		145		130		110		90						5		
		2. Conduct Pre-Bid Meeting & Addenda	260		215		165		155		145		130		110		90						17		
		3. Attend Bid Opening and Tabulate Bids	260		215		165		155		145		130		110		90						5		
2.1.I	Design Contingency (Optional)	Sub-Total Design Services	36		24		154		72		51		0		0		17						354		
			9,360.00		5,160.00		25,410.00		11,160.00		7,395.00		-		-		1,530.00						21,262.50		
2.1.J-O	Construction Services (Optional)	J. Contract Administration (Optional)	260		215		165		155		145		130		110		90						112		
		K. Construction Surveying (Optional)	260		215		165		155		145		130		110		90						0		
		L. Inspection (Optional)	260		215		165		155		145		130		110		90						240		
		M. Material Testing (Optional)	260		215		165		155		145		130		110		90						0		
		N. As-Builts (Optional)	260		215		165		155		145		130		110		90						28		
		O. Construction Contingency (Optional)	260		215		165		155		145		130		110		90							0	
GRAND TOTALS		Sub-Totals	10		0		20		12		96		240		31,200.00		2						380		
			2,600.00		3,300.00		1,860.00		13,920.00		3,200.00		31,200.00		180.00		3,157.50						48,567.75		



Exhibit C

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS
[NRS 338 DESIGN PROFESSIONAL]

2021-10-18 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, and City of Reno including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are based upon or arising out of the professional services of CONSULTANT; and
- B. Violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) not consented to by CONSULTANT.

CONSULTANT further agrees to defend, save and hold harmless and fully indemnify the Indemnitees from and against any and all Damages arising out the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are not based upon or arising out of the professional services of CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONSULTANT or anyone else for whom CONSULTANT is legally responsible, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

The provisions of this Agreement are separate and severable and it is the intent of the Parties hereto that in the event any provision of this Agreement should be determined by any court of competent jurisdiction to be void, voidable or too restrictive for any reason whatsoever, the remaining provisions of this Agreement shall remain valid and binding upon said Parties. It is also understood and agreed that in the event any provision should be considered, by any court of competent jurisdiction, to be void because it imposes a greater obligation on CONSULTANT than is permitted by law, such court may reduce and reform such provisions to limitations which are deemed reasonable and enforceable by said court.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon request. Copies of applicable policy forms or endorsements

confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, and City of Reno as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

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

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any subconsultants by RTC. CONSULTANT, and any subconsultants, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each subconsultant evidencing that CONSULTANT and each subconsultant maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any subconsultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.10

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a contract with Jacobs Engineering Group, Inc., to provide engineering and survey services for the Oddie/Wells Corridor Project in an amount not-to-exceed \$298,270.

BACKGROUND AND DISCUSSION

This PSA with Jacobs Engineering Group, Inc., (Jacobs) is for engineering and survey services for the Oddie/Wells Corridor Project in the amount of \$298,270. The services included in the scope of work are to provide professional service for locating the as-built condition of the screen walls along the Oddie/Wells Corridor in both the City of Reno and the City of Sparks, to provide legal descriptions of the excess right-of-way between the back of screen wall, and legal descriptions of the changed parcels for the cities to use their process to abandon the excess right-of-way.

Jacobs was selected from the RTC's prequalified list. They are the best suited firm to provide the required services due to their work along the corridor supporting acquisition activities. They have the required resources and have performed well on other RTC projects. The RTC entered into negotiations with Jacobs for the subject services. Successful negotiation of scope, schedule and budget resulted in the total agreement amount for the services that is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Draft Professional Services Agreement with Exhibits

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Jacobs Engineering Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Jacobs Engineering Group, Inc. from the RTC Design and Construction short list to perform Survey and Right of Way Engineering Services in connection with the Oddie/Wells Complete Streets Project.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will

expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 2)	\$297,770.00
<u>Direct Expenses</u>	<u>\$500.00</u>
Total Not-to-Exceed Amount	\$298,270.00

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.

- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a

court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take

place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

12.1. RTC's Project Manager is Maria Paz Fernandez or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.

12.2. CONSULTANT' Project Manager is Roland Brooks or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)348-3255

CONSULTANT: Roland Brooks
Project Manager
Jacobs Engineering Group, Inc.
50 West Liberty Street, Suite 205
Reno, NV 89501
(775) 848-9852

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

JACOBS ENGINEERING GROUP, INC.

By: _____
Ken Gilbreth, P.E., Vice President

SAMPLE

Exhibit A

SCOPE OF SERVICES **FOR THE** **ODDIE/WELLS WALL LEGAL DESCRIPTIONS**

BACKGROUND

The Oddie/Wells Corridor Multi-Modal Improvements Project is a Complete Streets Project that includes safety improvements to several modes of transportation and includes sidewalks and bike lanes. The project provides for comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, and more. Sound walls are included for properties along Oddie Boulevard.

SCOPE

Jacobs Engineering Group Inc (CONSULTANT) scope of work is to prepare up to three hundred ninety (390) legal descriptions and exhibits for up to one hundred thirty (130) lots for areas of City right of way abandonment and maintenance easements between new walls that are being installed along the roadway and the back of existing lots that lie adjacent to said right of way. The legal descriptions will be prepared using an updated boundary survey as a base map. A right of way survey for the existing streets and blocks has been provided. This survey will be checked and refined to determine the location of the individual lots that lie adjacent to the right of way.

TASK 1. PROJECT MANAGEMENT

1.1. PROJECT EXECUTION

CONSULTANT will provide project management services for the duration of the scope of work for the project. Project management includes project setup and administration, monthly budget monitoring and invoicing, preparation and reporting of project progress (work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), and coordination with the RTC Project Manager. The work is assumed to take twenty-one (21) months to complete, from April 2022 through December 2023.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager will coordinate with the project team to discuss the project's progress and identify issues and action items to be addressed. All significant communications from third parties, if any, shall be documented and reported to the RTC Project Manager.

CONSULTANT will update and maintain all project files (electronic and hardcopy as appropriate) throughout the project. Word processing, databases, spreadsheets, etc., will be prepared using a format compatible with Microsoft Office.

1.2. PROJECT MANAGEMENT MEETINGS

1.2.1. Project Kickoff Meeting

CONSULTANT will hold a kickoff meeting with RTC to confirm the project objectives, approach, milestones, and potential project challenges. Only the CONSULTANT project manager will attend the meeting. The CONSULTANT will prepare a meeting agenda, take and distribute meeting notes to the RTC and the CONSULTANT team, and track concerns about the project from the attendees.

1.3. DELIVERABLES

- Monthly Invoices
- Monthly Progress Reports (to be included with the invoices)
- Schedule updates, as necessary
- Meeting Agenda & Meeting Notes for Kickoff Meeting

TASK 2. WALL LEGAL DESCRIPTIONS

2.1 Perform research of the county public records database for current deeds, parcel maps, tract maps, and records of survey impacting the project area.

2.2 Check the provided boundary and right of way base map against the documents noted above.

2.3 Check survey control provided with the existing boundary map.

2.4 Perform field QC survey of the existing boundary map.

2.5 Compare field evidence with the existing boundary map.

2.6 Perform additional field boundary monument searches to find internal lot corner monuments.

2.7 Integrate the existing boundary map with the field QC survey and the found internal lot corner monuments to create a final boundary map for use as the legal description base map.

2.8 Locate the walls as constructed.

2.9 Using the above-ground wall locations, determine the theoretical location of the wall foundation based on plan details.

2.10 Prepare legal description and exhibit for up to one hundred thirty (130) lots showing the portion of existing City right of way being abandoned to the private property owner for each lot.

2.11 Prepare legal description and exhibit for up to one hundred thirty (130) lots showing the maintenance easement area, based on the surveyed location of the back of wall and the foundation detail, to be reserved within the portion of the City's right of way being abandoned.

2.12 Prepare legal description and exhibit for up to one hundred thirty (130) lots that shows both the right of way abandonment and the maintenance easement locations.

2.13 Perform QC on each legal description and the combined exhibit.

2.14 Deliver signed and stamped legal descriptions as noted above.

ASSUMPTIONS

- Documents of record will be available from Washoe County.
- Right of entry will be provided to all areas.
- Internal lot corners for the subdivision areas are in existence.

EXCLUSIONS

- The acquisition and analysis of title commitments are not included.
- A topographic survey is not included.
- Subsurface utility locating is not included.
- Engineered traffic control is not included.
- No new boundary monuments will be set.
- No record of survey will be filed.

SITE SAFETY; CONTRACTOR MEANS AND METHODS

The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the RTC and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for

coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

DELIVERABLE

- Signed and stamped legal descriptions for each area described in tasks 2.10 through 2.12.

SAMPLE

EXHIBIT B

Jacobs Fee Summary for Oddie/Wells Wall Legal Descriptions - v3 - 02/13/2022													
Tasks		Classifications, Hours, and Fee											
Project Title	Sr. Project Manager	Project Manager	Office Survey Cals	Field Survey Chief	Office Survey Cals	Office Survey Cals	Field Survey	ROW PLS	Project Accountant	Hours	Subtask Cost	Total Costs	
Task	Year 2022 Rate*	\$250.00	\$155.00	\$155.00	\$185.00	\$120.00	\$120.00	\$150.00	\$230.00	\$65.00			
1.0	Project Management	16	82	0	0	0	0	0	0	68	166	\$ 21,130	
1.1	Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management	16	80							68	164	\$ 20,820	
1.2	Kickoff Meeting		2								2	\$ 310	
											0	\$ -	
2.0	Wall Legal Descriptions	0	0	1140	64	0	140	276	130	0	1750	\$ 276,640	
2.1	Tie Into Existing Control (County-Published Control)				16			16			32	\$ 5,360	
2.2-2.7	Refine Boundary/ROW Base Map with Parcel Map Lots			20			60	100	60		240	\$ 39,100	
2.8	Measure Location of Constructed Walls				48			160			208	\$ 32,880	
2.9	Prepare Wall Envelope			20							20	\$ 3,100	
2.10-2.12	Prepare Legal Descriptions and Exhibits			1080			60		60		1200	\$ 188,400	
2.13	QC Existing Boundary / ROW Base Map			20			20		10		50	\$ 7,800	
	Hours Per Staff	16	82	1140	64	0	140	276	130	68	1916		
	Base Scope Direct Labor Costs	\$ 4,000	\$ 12,710	\$ 176,700	\$ 11,840	\$ -	\$ 16,800	\$ 41,400	\$ 29,900	\$ 4,420		\$ 297,770	
	Direct Expenses											\$ 500	
	Misc. Exp.	\$ 500											
TOTAL PROPOSED BASE FEE												\$ 298,270	\$ 298,270

* Note that an annual rate escalation of 4% will apply to labor rates on January 1, 2023, and every January 1st thereafter. We anticipate that this project work will be completed before January 1, 2023.

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS [NRS 338 DESIGN PROFESSIONAL]

2021-10-18 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC and City of Reno including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are based upon or arising out of the professional services of CONSULTANT; and
- B. Violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) not consented to by CONSULTANT.

CONSULTANT further agrees to defend, save and hold harmless and fully indemnify the Indemnitees from and against any and all Damages arising out the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are not based upon or arising out of the professional services of CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONSULTANT or anyone else for whom CONSULTANT is legally responsible, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

The provisions of this Agreement are separate and severable and it is the intent of the Parties hereto that in the event any provision of this Agreement should be determined by any court of competent jurisdiction to be void, voidable or too restrictive for any reason whatsoever, the remaining provisions of this Agreement shall remain valid and binding upon said Parties. It is also understood and agreed that in the event any provision should be considered, by any court of competent jurisdiction, to be void because it imposes a greater obligation on CONSULTANT than is permitted by law, such court may reduce and reform such provisions to limitations which are deemed reasonable and enforceable by said court.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC shall have the right to review, with reasonable notice and subject to a nondisclosure agreement, the redacted Declarations Page of the insurance policies required herein and the endorsements or other sections of the policy document that affirm the coverages

requirements detailed above. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC and City of Reno as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$50,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

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

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any subconsultants by RTC. CONSULTANT, and any subconsultants, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each subconsultant evidencing that CONSULTANT and each subconsultant maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any subconsultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.11

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve Amendment No. 2 to the contract with Nichols Consulting Engineers, CHTD, for design and engineering during construction services for the Reno Consolidated 20-01 - Mayberry Drive, California Avenue and First Street project in the amount of \$61,159, for a new total not-to-exceed amount of \$1,134,054.

BACKGROUND AND DISCUSSION

This amendment adds funds for design and engineering during construction (EDC) services for the Reno Consolidated 20-01 - Mayberry Drive, California Avenue and First Street project. In September 2021, the City of Reno asked if complete replacement of the traffic signal system at the First/Sierra Street intersection could be included with the project. Due to timing, traffic signal procurement, coordination, and agreement execution, the First Street portion of work was pulled from the project. The 100% design plans, specifications, and estimate (PS&E), submitted on July 28, 2021, was modified to remove all improvements related to First Street from Sierra Street to Virginia Street. Nichols Consulting Engineers, CHTD, (NCE) provided a revised PS&E package for bidding. During bidding, the construction performance period increased from 75 to 100 working days. This amendment includes reallocating unused budget from various tasks. The additional funding is the result of RTC-directed extra work and 25 additional working days that were not anticipated in the original contract for design and EDC.

This amendment reallocates \$10,844 of unused design budget to other design services and adds \$21,560 to the current contract design amount of \$705,447 for a new total not-to-exceed amount of \$727,007. This amendment also reallocates \$9,151 of unused EDC budget to other construction services and adds \$39,599 to the current contract EDC amount of \$367,448, for a new total not-to-exceed amount of \$407,047. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 22 Capital Budget.

PREVIOUS BOARD ACTION

April 16, 2021	Approved Amendment No. 1 to contract to provide additional engineering services and EDC for increased scope of work
September 20, 2019	Approved a contract with NCE to provide engineering and construction management services

ATTACHMENT(S)

A. Professional Services Amendment No. 2

AMENDMENT NO. 2

The Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD. (“Consultant”), entered into an agreement dated October 1, 2019, as previously amended by Amendment No. 1 dated April 16, 2021 (the “Agreement”). This Amendment No. 2 is dated and effective as of March 21, 2021.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to increase the scope of work to modify final design and increase the budget to cover design and construction services as described below; and

WHEREAS, added scope includes modification of 100% design plans and specifications to remove improvements on First Street from Sierra Street to Virginia Street; and R/W Engineering, Public Outreach, and Bidding Services budget shall be reallocated and additional design services shall be necessary to provide a new Plans, Specifications, and Estimate package for the Project; and

WHEREAS, the construction contract performance period has increased by 25 working days; and Construction Surveying and Materials Testing budget shall be reallocated and additional engineering during construction services shall be necessary to provide contract administration and inspection services associated with construction of the Project; and,

WHEREAS, the parties desire to amend the Agreement in order to reallocate \$5,316.62 of unused Right of Way Engineering budget and \$3,145.62 of unused Public Outreach budget to other design services, provide an additional \$21,560.00 of budget for design services, provide an additional \$33,099.25 of budget for construction services, and reallocate \$4,725.00 of Construction Surveying budget and \$4,425.75 of Materials Testing budget to other construction services.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Section 3.2 shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 2.1.A to 2.1.C and 2.1.E to 2.1.H)	\$677,007.00
Contingency – Design Services (Task 2.1.I)	\$50,000.00
Total EDC Services (Task 2.1.J to 2.1.N)	\$387,047.25
<u>Contingency – Construction Services (Task 2.1.O)</u>	<u>\$20,000.00</u>
Total (Including Optional Services)	\$1,134,054.25

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Angie Hueftle, P.E., Principal

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **RENO CONSOLIDATED 20-01 – MAYBERRY DRIVE, CALIFORNIA AVENUE, AND** **FIRST STREET PROJECT**

2.1. SCOPE OF SERVICES

CONSULTANT will provide engineering services for the Reno Consolidated 20-01 Project. The project limits include California Avenue from and excluding the intersection of Booth Street to and excluding the intersection of Hunter Lake Drive, Mayberry Drive from California Avenue to Memory Lane, and First Street from and including the intersection of Sierra Street to and excluding the intersection of South Virginia Street. Portions of California Avenue currently do not have bicycle or pedestrian facilities. Anticipated improvements include new sidewalk, sidewalk replacement, bicycle lanes, pedestrian ramps, grading and drainage improvements. The intersection of Mayberry Drive and California Avenue will be reconfigured and reconstructed to improve safety. New curb, gutter and sidewalk along portions of California Avenue and the reconfiguration of the California/Mayberry intersection will require new drainage inlets and storm drain improvements. Anticipated improvements for First Street include portions of sidewalk and pedestrian ramp replacement, roadway rehabilitation, and utility adjustments. This scope of services does not include landscape or structural design. The scope of services will generally consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 21-months.
 - b. CONSULTANT'S Project Manager will perform project management tasks during construction including monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project construction duration will be 6-months.
2. Project Coordination
 - a. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email

or phone call. CONSULTANT'S Project Manager will participate in a project kickoff meeting as well as 50%, 60%, and 90% design review meetings, and up to three coordination meetings with RTC and City of Reno.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements.
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.
 - b. CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.
4. Geotechnical Investigation.
 - a. Coring/Boring. Prior to start of the geotechnical investigation, CONSULTANT shall perform Subsection Identification and Core Location Selection. Information from both the FWD testing and condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that

approximately 7 pavement core locations and 4 bores will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types.

CONSULTANT will obtain an encroachment permit from the City of Reno for coring.

Following pavement coring, the subsurface soils will be hand augered, if possible, to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. If the subsurface soils are unable to be augered by hand, a drill rig will be mobilized to complete the investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. The results of the field investigation and associated laboratory testing will be summarized in a written report.

- b. Soils Investigation. CONSULTANT will perform a geotechnical investigation to formulate geotechnical recommendations for design and construction of this project. Based on our experience in the area, the project site is anticipated to be underlain by glacial outwash deposits. In order to penetrate the very dense gravel, cobbles, and boulders, CONSULTANT will utilize ODEX drilling methods to drill 3 borings to depths of about 10 feet below the existing surface or to refusal, whichever comes first. Soil samples collected in the field will be laboratory tested to evaluate the engineering and mechanical properties. A geotechnical investigation will be completed and will include construction and design recommendations including trench excavatability and backfill; recommendations for trench excavation, corrosion potential, dewatering recommendations if warranted, and foundation recommendations for manhole and/or vault construction.

5. Backcalculation Analysis. Not applicable.

6. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of the backcalculation, CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Full-depth patching (plus AC overlay)
- Mill and fill (plus AC overlay)
- Full Reconstruction
- Roadbed modification (reconstruction)

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest (1993) AASHTO Guide for Design of Pavement Structures to generate the design layer thickness associated with each pavement alternative.

7. Conduct Life-Cycle Cost Analysis. (Not Applicable)
8. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
9. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.F, Preliminary Design.
 - b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level B/A.
 - c. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans. As a result of the utility investigation, potholing completed as part of Task 2.1I Design Contingency task, and the project design, it has been determined that relocation of NV Energy's gas line in California Avenue from Westfield Avenue to Mayberry Drive and at the intersection of North Sierra Street and First Street is required. CONSULTANT will coordinate with NV

Energy and RTC as needed to facilitate the design and relocation of their facilities, including but not limited, providing NV Energy the project design, reviewing NV Energy's design of the relocated facilities, participating in the relocation project pre-construction meeting, and incorporating the relocated facilities into the project plans.

As a result of the utility investigation, potholing completed as part of Task 2.II Design Contingency task, and the project design, it has been determined that the top of an existing AT&T slurried trench on Mayberry Drive and California Avenue from Memory Lane to Booth Street will need to be ground down as part of the project. CONSULTANT will participate in meetings with AT&T and RTC to determine the scope, schedule, and limits of the work.

City of Reno maintenance department has identified the existing storm drain inlets on California Avenue near the Booth Street intersection as an area that receives multiple calls for service during heavy downpours. CONSULTANT will coordinate with RTC and the City of Reno to identify storm drain solutions to minimize impacts to last year's rehabilitation project at Booth Street.

City of Reno had identified a buried/abandoned storm drain structure on California Avenue west of the Mayberry Drive intersection. This section of storm drain can not be inspected with a camera. In addition, the existing storm drain line in this area from Westfield Avenue to Mayberry Drive is too shallow to connect new drop inlets. CONSULTANT will coordinate with RTC and the City of Reno to investigate and provide a design to clean up this section of storm drain.

CONSULTANT will prepare the project information sheet requesting new electric service for new street lights associated with the project, provide NV Energy the project information needed for them to complete their design, and pay the initial payment of \$3000 for the design initiation agreement.

Monthly utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed twelve (12) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from RTC to pothole a sufficient number of locations to make such a determination, as part of Task 2.1I, Design Contingency.
10. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.B (with the exception of the utility investigation task) shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1C. Topographic Mapping

1. Topographic Survey. CONSULTANT will conduct a topographic survey of the street right-of-ways. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable within 20' from the back of curb on Mayberry Drive and California Avenue and to face of building on W. 1st Street. CONSULTANT will utilize the boundary information and the data gathered during the topographic survey to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, easements and right-of-ways, roadway and site improvements, planometrics, and evidence of existing utility services (i.e. existing telephone or power, water, storm drain, and sanitary sewer infrastructure etc.).

CONSULTANT will conduct a topographic survey of newly constructed improvements at Booth Street and additional areas at Charles Drive, Forson Drive, Lahontan Way, and west of Booth Street necessary to extend project improvements to meet PROWAG.

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.

2.1D. Right-of-Way Engineering (Optional)

1. Preliminary Title Reports. It is estimated that eighteen (18) temporary construction easements and four (4) permanent easements on twenty-five (25) properties will be required for construction of driveway transitions, improvements at the California and Mayberry intersection, and pedestrian path sidewalk improvements. CONSULTANT will obtain twenty-five (25)

preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the 25 title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

2. Boundary Survey. CONSULTANT will review title reports for an estimated twenty-five (25) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize the Washoe County Assessor & Recorder's on-line data base to conduct records research, and obtain current documentation and mapping regarding the various subdivisions and individual parcels which are adjacent to and whose boundaries define the configuration of street right-of-ways associated with the Project. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum and the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will then perform field boundary surveys of the subject subdivisions and individual parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels and associated right-of-way boundaries.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the project site. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

3. Right-of-Way Setting. CONSULTANT will participate in a meeting to set the right-of-way requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a right-of-way summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The summary will be updated as needed throughout the project to reflect updated

vesting deeds and final easements.

4. Right-of-Way Maps. CONSULTANT will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.
5. Legal Descriptions and Exhibits. CONSULTANT will utilize the boundary basemap assembled under Task 2.1D.2 to prepare up to 22 legal descriptions and exhibit figures.
6. Permission to Construct. CONSULTANT will prepare 18 permission to construct exhibits.

Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance is not included within this task.

Deliverables:

1. Preliminary title reports and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Right-of-way maps
5. Legal descriptions and exhibits
6. Permission to construct exhibits

2.1E. Public Outreach

1. Public Information Meetings. CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Presentations will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in two (2) pre public information meetings with RTC staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information, two weeks prior to their public release for review and comment.

It is assumed RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables:

1. Public information meeting exhibits
2. One-on-One Meetings With Community Stakeholders. CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to twenty (20) one-on-one presentations and/or meetings during the course of this project. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

1. Community stakeholder meeting exhibits and summaries

2.1.F. Preliminary Design

1. Conceptual Design. CONSULTANT will develop and evaluate up to three concepts to improve the California Avenue/Mayberry intersection. CONSULTANT will prepare conceptual intersection geometrics, signing and striping, level of service analysis, and memorandum documenting the basis of the recommendations. CONSULTANT will include new sidewalk and signage improvements to demonstrate pedestrian and bicycle connectivity on California Avenue from Hunter Lake Drive to Booth Street.
2. Plans and Estimate. Prepare preliminary Plans and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
3. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal and interconnect system at the First Street/Sierra Street intersection. Work will include:
 - Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - ADA accessible design for pedestrian buttons
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors

It is assumed that modifications at the First Street/Arlington and First Street/South Virginia intersections will not be required and are not included.

2.1.G. Final Design

1. Prepare Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Intersection, Grading, and Pedestrian Ramp Detail Sheets (at 1"=10' scale)
- Traffic Signal Modification Sheets (at 1"=10' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

CONSULTANT will prepare the design, specifications, and estimate for the grinding of the AT&T slurried trench on Mayberry Drive and California Avenue from Memory Lane to Booth Street.

CONSULTANT will remove the First Street improvements from the Reno Consolidated 20-01 project. CONSULTANT will update the Reno Consolidated 20-01 100% plans, contract documents, technical specifications, and final cost estimate to reflect the removal of the First Street improvements.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – Two 11”x17” sets to RTC, six 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – Two 11”x17” sets to RTC and one 11”x17” set to Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets to RTC and one 11”x17 set to Local Entity.
- Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

- b. Drainage Analysis and Design. CONSULTANT will perform hydrologic and hydraulic analyses of the California/Mayberry intersection, California/Booth Street intersection, and the project area where new curb and gutter and drainage inlets will be installed to assess existing drainage patterns and infrastructure and determine pipe sizes and inlet spacing. CONSULTANT will request mapping of existing storm drain facilities for the project and surrounding areas from the City of Reno, aerial photographs, and topographic information to aid in identifying existing drainage patterns contributing flows to the project area. A hydrologic and hydraulic analysis will be performed per methodology outlined in the Truckee Meadows Regional Drainage Manual to determine peak flows of the design storm at existing and proposed inlets. The results of the hydrologic analysis will include hydraulic calculations and modeling focusing on potential capacity and drainage issues related

to catch basins and conveyance within the street section. Regional hydraulic modeling of the storm drain pipe network within the project area is not part of this scope.

The results of the hydrologic and hydraulic analyses will be compiled into a drainage report. Collection and conveyance facilities will be designed to meet current standards as described in the Truckee Meadows Regional Drainage Manual and the City of Reno Public Works Design manual.

CONSULTANT will prepare the design, specifications, and estimate for a storm drain system on California Avenue at Booth Street, including extending the limits of pavement rehabilitation to Booth Street and as needed to tie-in to the existing storm drain system.

CONSULTANT will prepare the design, specifications, and estimate for a replacement storm drain system on California Avenue between Westfield Avenue and Mayberry Drive.

Deliverables:

1. Draft, Draft Final and Final Drainage Report.
 - c. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel, project manager, and engineer shall attend and a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.H. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.

2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

2.1.I. Design Contingency (Optional)

1. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.H. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

2.1.J - O Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.J. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Prepare conformed plans and specifications
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - Review and provide recommendations on test results
 - Review and provide recommendations on contractor's construction schedule and work progress
 - Review construction for acceptance and/or mitigation
 - Provide verification and approval of contractor's monthly pay request
 - Supervise the inspection, surveying and material testing activities

- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2.1.K. Construction Surveying (Optional)

Provide construction staking as follows:

- Layout of proposed storm drain improvements on California Avenue for NV Energy's gas relocation construction project
- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50 foot stations and 25 foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 100 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 60 hours of field inspection and sampling and 60 hours of Nuclear Gauge time are anticipated.

2.1.M. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 18 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 432 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.N. As-Built Information (Optional)

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:

1. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
2. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

2.1.O Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.J. to 2.1.N. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

**Exhibit B
Cost Proposal
Reno Consolidated 20-01**

			Expenses			Subconsultants			Contract Amendment 1 Reallocation of Funds	Contract Amendment 2 Reduced Scope & Reallocation of Funds	Totals	
			Non Labor	Markup	Cost	Labor	Markup	Cost			# of Hours	Cost
					\$			\$				
2.1A	Project Management	1.a Team and Project Management		0	\$ -		0	\$ -			118	\$ 22,440.00
		1.b Project Management During Construction									16	\$ 2,580.00
		2. Project Coordination	500	25	\$ 525.00		0	\$ -			52	\$ 11,445.00
		Sub-Totals			\$ 525.00			\$ -	\$ 4,000.00	\$ -	186	\$ 32,465.00
2.1B	Investigation of Existing Conditions	2.a. Condition Survey	200	0	\$ 200.00		0	\$ -			29	\$ 3,630.00
		2.b. Curb/Gutter Survey	25	1.25	\$ 26.25		0	\$ -			29	\$ 3,821.25
		2.c SAD Documents	50	2.5	\$ 52.50		0	\$ -			46	\$ 7,572.50
		3.a. Traffic Analysis		0	\$ -		0	\$ -			4	\$ 620.00
		3.b ESALs for RTC Ride		0	\$ -		0	\$ -			6	\$ 930.00
		4.a Coring/Boring	6750	0	\$ 6,750.00	4710	235.5	\$ 4,945.50			24	\$ 15,075.50
		4.b. Geotechnical Investigation		0	\$ -	14380	719	\$ 15,099.00			2	\$ 15,514.00
		6. Develop Feasible Alternative	25	1.25	\$ 26.25		0	\$ -			38	\$ 6,326.25
		8. Develop Recommended Alternative		0	\$ -		0	\$ -			20	\$ 3,305.00
		9.a and 9.b. Utility Investigation		0	\$ -		0	\$ -			22	\$ 2,870.00
		9.c Utility Coordination	500	25	\$ 525.00		0	\$ -		\$ 2,929.10	196	\$ 31,544.10
10. Prepare Written Report	200	10	\$ 210.00		0	\$ -			39	\$ 5,610.00		
Sub-Totals			\$ 7,790.00			\$ 20,044.50	\$ 27,667.75	\$ 2,929.10	455	\$ 124,486.35		
2.1C	Topographic Mapping	1. Topographic Survey		0	\$ -	27000	1350	\$ 28,350.00	\$ 6,471.25	\$ -	5	\$ 35,556.25
2.1D	Right of Way Engineering (Optional)	1. Preliminary Title Reports	38500	1925	\$ 40,425.00		0	\$ -			61	\$ 49,985.00
		2. Boundary Survey		0	\$ -	37000	1850	\$ 38,850.00			2	\$ 39,140.00
		3. Right of Way Setting	50	2.5	\$ 52.50		0	\$ -			20	\$ 3,262.50
		4. Right of Way Maps	500	25	\$ 525.00		0	\$ -			90	\$ 12,135.00
		5. Legal Descriptions	50	2.5	\$ 52.50	41000	2050	\$ 43,050.00			59	\$ 51,372.50
		Sub-Totals			\$ 41,055.00			\$ 81,900.00	\$ -	\$ 82,405.00	\$ -	5,316.62
2.1E	Public Outreach	1. Public Information Meetings	1500	75	\$ 1,575.00		0	\$ -			86	\$ 16,055.00
		2. One-on-One Meetings	250	12.5	\$ 262.50		0	\$ -			64	\$ 10,002.50
		Sub-Totals			\$ 1,837.50			\$ -	\$ 3,500.00	\$ -	3,145.62	\$ 26,411.88
2.1F	Preliminary Design	1. Conceptual Design	500	25	\$ 525.00	5000	250	\$ 5,250.00			112	\$ 23,175.00
		2. Preliminary 30% P&E	1000	50	\$ 1,050.00		0	\$ -			268	\$ 39,930.00
		3. Traffic Signal Modification Design		0	\$ -	18000	900	\$ 18,900.00			6	\$ 19,770.00
		Sub-Totals			\$ 1,575.00			\$ 24,150.00	\$ -	\$ -	386	\$ 82,875.00
2.1.G	Final Design	1.a Prepare 50% P&E	500	25	\$ 525.00	3000	150	\$ 3,150.00			326	\$ 48,585.00
		1.a (cont'd) 90%, 100% and Final PS&E	1000	50	\$ 1,050.00	3000	150	\$ 3,150.00			935	\$ 138,875.00
		1.b. Drainage Analysis and Design	500	25	\$ 525.00		0	\$ -			182	\$ 28,445.00
		1.c Constructability Review	50	2.5	\$ 52.50	2250	112.5	\$ 2,362.50			32	\$ 6,975.00
		2. Prepare Final Engineer's Estimate		0	\$ -	1000	50	\$ 1,050.00			25	\$ 4,630.00
		3. Remove W. First Street PS&E			\$ -	5000	250	\$ 5,250.00			77	\$ 18,980.00
		Sub-Totals			\$ 2,152.50			\$ 14,962.50	\$ 48,766.00	\$ 7,915.39	1577	\$ 303,171.39
2.1.H	Bidding Services	1. Distribute Final PS&E		0	\$ -		0	\$ -			6	\$ 890.00
		2. Conduct Pre-Bid Meeting & Addenda		0	\$ -		0	\$ -			26	\$ 4,120.00
		3. Attend Bid Opening and Tabulate Bids		0	\$ -		0	\$ -			8	\$ 1,240.00
		Sub-Totals			\$ -		0	\$ -	\$ -	\$ 2,382.25	40	\$ 6,250.00
2.1.I	Design Contingency (Optional)						\$ -	\$ -			\$ 50,000.00	
Sub-Total Design Services				\$ 54,935.00		\$ 169,407.00	\$ -	\$ -		3031	\$ 727,007.00	
2.1.J-O	Construction Services (Optional)	J. Contract Administration (Optional)	500	25	\$ 525.00		0	\$ -			224	\$ 88,765.00
		J.a. Contract Administration Additional Days			\$ -		0	\$ -			50	\$ 7,250.00
		K. Construction Surveying (Optional)		0	\$ -	42200	2110	\$ 44,310.00	\$ -	4,725.00	0	\$ 39,585.00
		L. Inspection (Optional)	7000		\$ 7,000.00		0	\$ -			750	\$ 104,500.00
		L.a. Inspection Additional Working Days	2500		\$ 2,500.00		0	\$ -			300	\$ 41,500.00
		M. Material Testing (Optional)		0	\$ -	97010	4850.5	\$ 101,860.50	\$ -	9,360.75	0	\$ 92,499.75
		M.a. Material Testing Additional Working Days		0	\$ -	4700	235	\$ 4,935.00			0	\$ 4,935.00
		N. As-Builts (Optional)	50	2.5	\$ 52.50		0	\$ -			66	\$ 8,012.50
		O. Construction Contingency (Optional)		0	\$ -		0	\$ -			0	\$ 20,000.00
		Sub-Totals			\$ 10,077.50			\$ 151,105.50	\$ -	\$ 14,085.75	1690	\$ 407,047.25
		GRAND TOTALS				\$ 65,012.50		\$ 320,512.50	\$ -	\$ 14,085.75		4721

**Exhibit B
Cost Proposal
Reno Consolidated 20-01**

		Project Manager/Principal Engineer		Associate Engineer		Senior Engineer		Project Engineer		Senior Designer		Staff Engineer/Sr. Construction Manager		Construction Inspector		CAD Technician		Clerical		Expenses		Subconsultants		Contract Amendment 1	Contract Amendment 2	Totals					
		Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	Cost	Non Labor	Mark-up	Cost	Cost	Mark-up	Cost	Cost	# of Hours	Cost			
2.1A	Project Management	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	18	\$ 1,440.00	0	\$ -	0	\$ -			118	\$ 22,440.00		
	1.a Team and Project Management	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	18	\$ 1,440.00	0	\$ -	0	\$ -			118	\$ 22,440.00		
	1.b Project Management During Construction	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	6	\$ 480.00	0	\$ -	0	\$ -			16	\$ 2,580.00		
	2. Project Coordination	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	24	\$ 1,920.00	500	\$ 525.00	0	\$ -			52	\$ 11,445.00		
	Sub-Totals	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 1,920.00	\$ 525.00	\$ -	\$ -	\$ 4,000.00			186	\$ 32,465.00		
2.1B	Investigation of Existing Conditions	2.a. Condition Survey	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	3	\$ 240.00	200	\$ 200.00	0	\$ -			29	\$ 3,630.00	
		2.b. Curb/Gutter Survey	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	25	\$ 1,920.00	25	\$ 26.25	0	\$ -			29	\$ 3,821.25	
		2.c. S&D Documents	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	50	\$ 3,900.00	0	\$ -	0	\$ -	14380	719	\$ 15,099.00	2	\$ 2,580.00
		3.a. Traffic Analysis	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -			4	\$ 620.00	
		3.b. ES&LS for RTC Ride	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -			6	\$ 930.00	
		4.a. Coring/Boring	260	\$ -	210	\$ -	180	\$ -	155	\$ 360.00	155	\$ 155.00	145	\$ -	135	\$ -	120	\$ -	110	\$ -	2	\$ 150.00	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,630.00	
		4.b. Geotechnical Investigation	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	4	\$ 320.00	6750	\$ 6,750.00	4710	\$ 235.5	\$ 4,945.50	0	\$ -	24	\$ 15,075.00
		5. Develop Feasible Alternative	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	25	\$ 1,920.00	0	\$ -	0	\$ -	38	\$ 6,336.25	
		6. Develop Recommended Alternative	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 3,060.00	
		9.a and 9.b. Utility Investigation	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	12	\$ 900.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22	\$ 2,870.00	
2.1C	Topographic Mapping	1. Topographic Survey	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	19	\$ 1,520.00	0	\$ 7,790.00	0	\$ -			455	\$ 124,486.35	
		Sub-Totals	13	\$ 3,380.00	0	\$ -	20	\$ 3,600.00	143	\$ 22,165.00	118	\$ 17,110.00	92	\$ 12,420.00	36	\$ 4,320.00	14	\$ 1,540.00	19	\$ 1,520.00	0	\$ -	0	\$ -	27000	1350	\$ 28,350.00	\$ 6,471.25	5	\$ 3,556.25	
			13	\$ 3,380.00	0	\$ -	20	\$ 3,600.00	143	\$ 22,165.00	118	\$ 17,110.00	92	\$ 12,420.00	36	\$ 4,320.00	14	\$ 1,540.00	19	\$ 1,520.00	0	\$ -	0	\$ -	27000	1350	\$ 28,350.00	\$ 6,471.25	5	\$ 3,556.25	
2.1D	Right of Way Engineering (Optional)	1. Preliminary Title Reports	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	38500	\$ 1925	\$ 40,425.00	0	\$ -			61	\$ 49,985.00		
		2. Boundary Survey	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	37000	\$ 1850	\$ 38,850.00	0	\$ -	2	\$ 39,140.00		
		3. Right of Way Setting	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	50	\$ 3,900.00	2.5	\$ 26.25	0	\$ -	20	\$ 3,262.50			
		4. Right of Way Maps	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	50	\$ 3,900.00	0	\$ -	50	\$ 3,900.00	0	\$ -	90	\$ 12,135.00			
		5. Legal Descriptions	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	50	\$ 3,900.00	2.5	\$ 26.25	0	\$ -	59	\$ 51,372.50			
Sub-Totals	6	\$ 1,560.00	0	\$ -	0	\$ -	76	\$ 11,780.00	60	\$ 8,700.00	40	\$ 5,400.00	0	\$ -	50	\$ 3,900.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	81900.00	\$ -	\$ 82,405.00	\$ 5,316.62	232	\$ 68,173.38	
2.1E	Public Outreach	1. Public Information Meetings	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	15000	\$ 75	\$ 1,575.00	0	\$ -			86	\$ 16,065.00		
		2. One-on-One Meetings	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	250	\$ 1,920.00	12.5	\$ 125.00	0	\$ -	64	\$ 10,002.50			
Sub-Totals	18	\$ 4,680.00	0	\$ -	0	\$ -	40	\$ 6,200.00	92	\$ 13,240.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,500.00	\$ 3,145.62	150	\$ 26,411.88	
2.1F	Preliminary Design	1. Conceptual Design	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	500	\$ 25	\$ 525.00	5000	\$ 250	\$ 5,250.00			112	\$ 23,175.00	
		2. Preliminary 30% P&E	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	1000	\$ 50	\$ 1,050.00	0	\$ -	18000	900	\$ 18,900.00	268	\$ 39,930.00	
		3. Traffic Signal Modification Design	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 19,770.00	
Sub-Totals	24	\$ 6,240.00	0	\$ -	0	\$ -	84	\$ 13,020.00	186	\$ 26,970.00	32	\$ 4,320.00	0	\$ -	60	\$ 6,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24150.00	\$ -	386	\$ 82,875.00	
2.1G	Final Design	1.a. Prepare 50% P&E	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	500	\$ 25	\$ 525.00	3000	\$ 150	\$ 3,150.00	0	\$ -	326	\$ 48,585.00	
		1.a. (cont'd) 90%, 100% and Final P&E	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	1000	\$ 50	\$ 1,050.00	3000	\$ 150	\$ 3,150.00	0	\$ -	935	\$ 138,875.00	
		1.b. Drainage Analysis and Design	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	50	\$ 3,900.00	25	\$ 26.25	0	\$ -	152	\$ 28,445.00			
		1.c. Constructability Review	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	50	\$ 3,900.00	2.5	\$ 26.25	2250	\$ 112.5	\$ 2,362.50	0	\$ -	32	\$ 6,975.00
		2. Prepare Final Engineer's Estimate	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	1000	\$ 50	\$ 1,050.00	25	\$ 4,630.00		
Sub-Totals	104	\$ 27,040.00	20	\$ 4,200.00	0	\$ -	341	\$ 52,855.00	288	\$ 41,760.00	0	\$ -	520	\$ 70,200.00	0	\$ -	300	\$ 33,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14,962.50	\$ 48,766.00	\$ 7,915.39	1577	\$ 303,171.38
2.1H	Bidding Services	1. Distribute Final P&E	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -			6	\$ 890.00	
		2. Conduct Pre-Bid Meeting & Addenda	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -			26	\$ 4,120.00	
		3. Attend Bid Opening and Tabulate Bids	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -			8	\$ 1,240.00	
Sub-Totals	2	\$ 520.00	0	\$ -	0	\$ -	22	\$ 3,410.00	16	\$ 2,320.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 3,967.75	
2.1I	Design Contingency (Optional)																												\$ 50,000.00		
Sub-Total Design Services		167	\$ 43,420.00	182	\$ 38,220.00	20	\$ 3,600.00	707	\$ 109,585.00	764	\$ 110,780.00	684	\$ 92,340.00	36	\$ 4,320.00	424	\$ 46,640.00	47	\$ 3,760.00	0	\$ -	\$ 54,935.00	\$ 169,407.00	\$ -	\$ -			3031	\$ 727,007.00		
2.1J-O	Construction Services (Optional)	J. Contract Administration (Optional)	260	\$ 6,240.00	210	\$ -	180	\$ -	155	\$ 54,000.00	145	\$ -	135	\$ -	120	\$ -	110	\$ -	80	\$ -	500	\$ 25	\$ 525.00	0	\$ -			524	\$ 88,765.00		
		J.a. Contract Administration Additional Days	260	\$ -	210	\$ -	180	\$ -	155	\$ -	145	\$ 7,250.00																			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.12

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve Amendment No. 3 to the contract with Atkins North America, Inc., to perform additional design services and engineering during construction services for the Sky Vista Parkway Rehabilitation and Widening project in the amount of \$515,714, for a new total not-to-exceed amount of \$2,460,173.

BACKGROUND AND DISCUSSION

The amendment adds funds for additional final design services needed for the roundabout located at the intersection of Sky Vista Parkway and Silver Lake Road and engineering during construction (EDC) services for construction of the project.

This amendment adds \$515,714 to the current contract amount of \$1,944,459 for a new total not to exceed amount of \$2,460,173. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 23 Capital Budget.

PREVIOUS BOARD ACTION

March 19, 2021	Approved contract Amendment No. 1 for an increase for design services.
December 23, 2019	Approved the contract with Atkins North America and authorized the Executive Director execute the contract.

ATTACHMENT(S)

A. Attachment A – PSA Amendment No. 3

AMENDMENT NO. 3

The Regional Transportation Commission of Washoe County (“RTC”) and Atkins North America, Inc. (“CONSULTANT”), entered into an agreement dated December 23, 2019, as previously amended by Amendment No. 1 dated March 19, 2021 and Amendment No. 2 dated May 14, 2021 (the “Agreement”). This Amendment No. 3 is dated and effective as of March 21, 2022.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform engineering design and engineering during construction services in connection with the Sky Vista Parkway Rehabilitation Project (the “Project”); and

WHEREAS, additional effort and services are needed in connection with the design of the roundabout at the intersection of Sky Vista and Silver Lake and construction services; and

WHEREAS, the parties desire for CONSULTANT to provide Final Design (Task 5), additional Bidding Services (Task 6) and Construction Services (Task 8) as described in Exhibit A, at an additional cost of \$515,714.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Section 3.2 will be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 – 6)	\$1,229,168
Design Contingency (Task 7)	\$50,000
Construction Services (Task 8)	\$1,174,962
Record Information (Task 9)	\$6,043
Construction Contingency (Task 10)	\$50,000
<hr/> Total Not-to-Exceed Amount	<hr/> \$2,460,173

2. Exhibit A is replaced in its entirety with the version of Exhibit A attached hereto.
3. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
4. All other provisions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

ATKINS NORTH AMERICA, INC.

By: _____
Roger Philippi, P.E

SAMPLE

**EXHIBIT A
SCOPE OF WORK**

SAMPLE



Member of the SNC-Lavalin Group

Our reference: 100069049

Your reference: 512017

Blaine Petersen
RTC Washoe
1105 Terminal Way, Suite 108
Reno, NV 89502

Atkins
10509 Professional Circle
Suite 102
Reno, NV 89521
Tel: +1 775 828 1622
Fax: +1 775 581 1687
Direct: 775-789-9831
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01 March 2022

Subject: Amendment 3, to revise roundabout design to avoid HOA property and perform construction management services.

Dear Blaine

As discussed, Atkins is submitting this letter for Amendment 3 to incorporate new design changes and perform construction management services.

Original Project Understanding: CONSULTANT will provide engineering services for the Sky Vista Parkway Rehabilitation Project.

The project limits include Sky Vista Parkway from and including the Vista Knoll Parkway intersection to and including the Silver Lake Road intersection.

Anticipated improvements include reconstructing and widening the existing two-lane roadway (one lane in each direction) to include four lanes (two lanes in each direction) with a raised median; dedicated left turn lanes; dedicated right turn lanes where necessary; new curb, gutter and sidewalk along both sides of the roadway; bicycle lanes; pedestrian ramps; traffic signal infrastructure; utility adjustments; grading; and drainage improvements. Existing raised median; transit pullouts; curb, gutter and sidewalk; and multi-use path reconfiguration, removal, and/or replacement will be necessary. The intersections along Sky Vista Parkway including Vista Knoll Parkway, Trading Post Road, Black Bear Drive, and Silver Lake Road will be reconfigured and reconstructed to accommodate the widened roadway section. Multiple existing and future development access locations including the North Valleys Regional Park will also be reconfigured and reconstructed to accommodate the widened roadway section.

New Project Understanding: The RTC is requesting Atkins to make post-final submittal design changes to the roundabout at Sky Vista Parkway and Silver Lake Road. Design changes will be incorporated into the design plans and specifications, the quantities and cost estimate will be updated, and QC will be performed on the final submittal. A brief review will be performed by the RTC and City of Reno and the final plans will be signed and sealed for advertisement. Construction management will be performed as detailed below.

Contains *sensitive* information

Atkins North America, Inc.
Registered office: 4030 West Boy Scout Boulevard, Suite 700, Tampa FL 33607, United States

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

Original Contract: CONSULTANT will provide project management services for the duration of the Sky Vista Parkway Rehabilitation Project including closeout activities; assumed to be thirteen (13) months, January 2020 through January 2021.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

Amendment 3: No Change.

1.2. Project Coordination

Original Contract: CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT Project Manager will participate in a project kickoff meeting as well as 50%, 90%, and 100% design review meetings, and up to three coordination meetings with the RTC and City of Reno.

Deliverables – Meeting agendas and minutes; Invoicing and progress reports.

Amendment 3: No Change.

1.3. Project Management Plan (PMP)

Original Contract: CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols; Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Safety Plan. The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

Amendment 3: No Change.

1.4. Quality Management Plan (QMP)

Original Contract: CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Sky Vista Parkway and Rehabilitation Project. A Quality Manager will be assigned and will be responsible for the development and implementation of the plan. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on each design deliverable including the 50%, 90%, 100%, and Final milestone packages.

Amendment 3: No Change.

2. PUBLIC AND AGENCY INVOLVEMENT

2.1. Public Information Meetings

Original Contract: CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Public Information Meetings will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic control, driveway access, public notification requirements, and any concerns of adjacent properties before the plans and specifications are finalized. It is assumed the RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables - Public information meeting exhibits and summaries.

Amendment 3: No Change.

2.2. Stakeholder Meetings

Original Contract: CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to five (5) one-on-one presentations and/or meetings during this project. CONSULTANT will provide meeting minutes as directed by the RTC.

Deliverables - Community stakeholder meeting exhibits and summaries.

Amendment 3: No Change.

2.3. City of Reno Council Presentation Assistance

Original Contract: CONSULTANT will provide materials to the RTC staff for up to two (2) presentations to the RTC Board and Reno City Council if required.

Deliverables – Meeting materials, PowerPoint presentations.

Amendment 3: No Change.

3. INVESTIGATION OF EXISTING CONDITIONS

3.1. Condition Survey

Original Contract: CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements.

Amendment 3: No Change.

3.2. Traffic Data

Original Contract: Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from RTC and/or City of Reno traffic records. Additionally, CONSULTANT will utilize the 2035 RTP traffic volumes for Sky Vista Parkway identified in the North Valleys Multimodal Transportation Study with updated traffic count information for the intersection locations provided by the RTC to determine traffic operations and turn lane storage lengths.

CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.

CONSULTANT shall review previously completed private developer traffic studies provided by the RTC for applicability to this project and utilize the information within to the extent practicable.

Minor stop-controlled side street intersections will not be evaluated. Signal timing will not be evaluated. No separate traffic study will be performed. Traffic analysis will be performed to support roadway design development, but no standalone Traffic Report will be produced.

Amendment 3: No Change.

3.3. Geotechnical Investigation

Original Contract: In addition to the widening of Sky Vista Parkway to four lanes, it is assumed the existing two-lane roadway will be reconstructed. CONSULTANT will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations.

Amendment 3: No Change.

3.3.1. Research

Original Contract: CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction. Research will also include review of

published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

Amendment 3: No Change.

3.3.2. Field Exploration

Original Contract: Prior to start of the geotechnical investigation, CONSULTANT shall perform Subsection Identification and Core Location Selection. Information from the condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC.

CONSULTANT will obtain an encroachment permit from the City of Reno for field exploration activities. A third-party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings and borehole locations cannot be adjusted, CONSULTANT will notify the RTC, and with the RTC Project Manager's concurrence, request approval to pothole a sufficient number of locations to obtain more detailed information, as part of Task 7, Design Contingency. If pothole information is not needed or concurrence by the RTC Project Manager is not obtained, CONSULTANT will take every precaution to lower the risk of damaging underground structures; however, if insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the RTC.

It is anticipated that exploration will be completed by 14 exploratory borings to depths of 5 to 10 feet below the existing grade surface. It is anticipated that exploration will require 3 days to complete. Borings will be backfilled with cement grout per City of Reno requirements.

CONSULTANT will log material encountered during exploration in the field. The existing structural section will be measured. Bulk samples of the subgrade soils will be obtained for R-value and moisture-density relationship testing. Representative samples will be returned to CONSULTANT's Reno laboratory for testing.

Percolation testing will also be completed at 3 locations along the roadway alignment in the road shoulders at depths of 4 to 5 feet. The soil profile will be determined to 10 feet at these locations.

Amendment 3: No Change.

3.3.3. Laboratory Testing

Original Contract: Representative samples of each significant soil type will be tested in the laboratory as to index properties, such as moisture content, grain size distribution and plasticity. These index properties are indicative of mechanical behavior of the soils.

Moisture-density curve relationship tests will also be completed on representative subgrade soils. Optimum moisture content determined by these tests will be compared to in-place subgrade soil moisture contents and provides a basis to determine if unstable subgrade soils will be encountered.

R-value testing will be performed on representative samples of anticipated subgrade soils. R-value testing is a measure of subgrade strength and expansion potential and is used in the design of flexible pavements.

Amendment 3: No Change.

3.3.4. Structural Testing Design

Original Contract: Structural section design recommendations will be based on AASHTO methodology and the current RTC Flexible Pavement Design Manual. Design recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

Traffic projections will be provided by the RTC as discussed in Section 3.2. These traffic projections will be utilized to determine growth factors and ESAL counts. The average ESAL factors for the roadway functional classification will be based on the latest NDOT Annual Traffic Report.

Amendment 3: No Change.

3.3.5. Geotechnical Investigation Report

Original Contract: Upon completion of the field, laboratory testing, and analysis phases of the investigation, the findings and recommendations will be summarized in a draft report for submittal to the RTC and the City of Reno including the following:

- Description of the project site with the approximate locations of the explorations presented on a site plan
- Descriptive logs of the explorations performed for this study
- Summary of existing structural section thicknesses
- General summary of subgrade soil description
- Subgrade soil moisture and ground water conditions
- Laboratory test results
- Subgrade soil design resilient modulus
- Soil percolation rates for infiltration design
- ESAL count determination
- Structural section alternative design recommendations
- Construction recommendations including:
 - Site preparation and grading recommendations
 - Subgrade soil stabilization alternatives
 - Structural section construction recommendations
 - Anticipated construction difficulties

A final report will be issued addressing the comments; only one round of review and comments is scoped. After addressing any comments, a final Geotechnical Investigation Report will be completed.

Deliverables – Geotechnical Investigation Report.

Amendment 3: No Change.

3.4. Subsurface Utilities

Original Contract: Utilities within the project area will be located and assessed for possible conflict with the proposed project.

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project and prepare the initial notification for placement on RTC letterhead and for RTC signature. CONSULTANT will distribute to the utility agencies on the list and coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Monthly utility coordination meetings will not be held with the RTC and affected utility companies.

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Task 4, Preliminary Design, and Task 5, Final Design. An inventory of subsurface utility surface features by owner, type, location, and depth of feature or pipe invert.

Amendment 3: No Change.

3.5. Utility Potholing

Original Contract: Should insufficient information be available from existing records to determine if conflicts between the proposed work and existing utilities will occur, CONSULTANT shall request approval from the RTC to pothole a sufficient number of locations to make such a determination. CONSULTANT will hire a potholing subconsultant to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated up to a total of 20 potholes will be conducted to locate facilities within the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Task 4, Preliminary Design, and Task 5, Final Design.

Amendment 3: No Change.

3.6. Topographic Survey

Original Contract: Topographic mapping and Boundary will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. The existing ground topography shall extend 500-feet to 1,000-feet past the intersections with Vista Knoll Parkway and the Silver Lake Road as necessary.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves, boxes and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments; location of underground utility carsonite markers (if any); and any other key existing features. Field survey will include up to 25 right of way centerline monuments, boundary corners, section corners, and applicable public land survey monuments within the project limits.

CONSULTANT will perform an aerial planimetric survey. CONSULTANT will provide aerial imagery and topography for 200-feet beyond centerline on each side of the roadway from and including 500-feet to 1,000-feet beyond the Vista Knoll Parkway and the Silver Lake Road intersections.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; MicroStation V8i .dgn file with topographic linework, InRoads existing ground .dtm including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; one (1)-foot existing ground contour intervals at a scale of 1" = 20' for 200-feet beyond the existing centerline and 500-feet to 1,000-feet beyond each of the project limit intersection returns.

Amendment 3: No Change.

Contains *sensitive* information

3.7. Right-of-Way Mapping

Original Contract: CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps that identify road rights-of-way and boundary lines.

CONSULTANT will prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. Field surveys to adequately locate existing boundary lines is included in Section 3.6.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering services included in Section 3.8. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Record Right of Way in electronic CADD format.

Amendment 3: No Change.

3.8. Access Management

Original Contract: According to the RTCs 2040 Regional Transportation Plan, Sky Vista Parkway is classified as a "Medium Access Control Arterial." The traffic volumes for Sky Vista Parkway (2035 RTC) exceed the threshold for a minor arterial roadway and qualify for a major arterial roadway, therefore requiring the use of a raised median island. Access Management will be evaluated with the proposed design of a raised median island utilizing the RTCs Access Standards as outlined in the 2040 Regional Transportation Plan and the City of Reno Public Works Design Manual.

Amendment 3: No Change.

3.9. Safety Assessment

Original Contract: CONSULTANT will review the August 2010 to August 2015 crash data provided in the 2017 North Valleys Multimodal Transportation Study and will also obtain updated crash data from NDOT for August 2015-August 2018. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

Amendment 3: No Change.

3.10. Data Collection

Original Contract: CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Sky Vista Parkway project limits from the RTC and/or the City of Reno if available.

Amendment 3: No Change.

4. PRELIMINARY DESIGN

4.1. Design Criteria

Original Contract: CONSULTANT will develop design criteria for the project and will establish guidance based on:

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- City of Reno Public Works Design Manual, 2009
- City of Reno Construction Standard Details, 2018
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version

If structural design is needed beyond what is included in the Orange Book, The NDOT Structures Manual, 2008 and subsequent revisions, shall be used.

CONSULTANT will prepare draft-design criteria with a summarized listing of the governing standards and references, for review by the RTC and City of Reno for review and approval. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC or City of Reno direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

Deliverables – Draft and Final Design Criteria memorandums.

Amendment 3: No Change.

4.2. Alternative Development

Original Contract: CONSULTANT will prepare and submit for review a proposed alternative for a widened four-lane typical section utilizing the City of Reno's four (4) lane section for a major arterial roadway recommended in the City of Reno Public Works Design Manual, including development of up to two (2) conceptual alternatives for the proposed Silver Lake Road intersection. Considerations will build upon elements within the previous North Valleys Multimodal Corridor Study if applicable and will consider LOS, the existing right of way width, number of lanes entering and exiting the intersections, turning movements and storage lengths, other access locations in proximity, typical lane widths, bicycle lanes, sidewalks, pedestrian ramps, bus and other large traffic turning movements and the physical constraints of the project area.

CONSULTANT will identify the R/W needed, (if any) and prepare conceptual construction cost estimates for the proposed intersection alternatives.

Deliverables – Alternative Exhibits and planning level estimates.

Amendment 3: No Change.

4.3. Drainage Analysis

Original Contract: CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to or addition of curb and gutter, sidewalk, and raised median for Sky Vista Parkway. Drainage will be reviewed, and recommendations made to improve any drainage deficiencies. The Drainage Analysis will require on-site and off-site components and will be performed in accordance with the April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM). Sky Vista Parkway will be considered an Arterial for calculation of the on-site minor and major storm events in the TMRDM as well as dry width criteria. The Rational Formula will be used to calculate on-site runoff for the 5-year and 100-year, minor and major storm events respectively. HEC-22 methodology will be used to evaluate drainage inlet interception, bypass, flow depth, and flow spread. Any areas of design exception will be summarized and discussed within the drainage report.

This section of Sky Vista Parkway falls within the Swan Lake watershed and therefore will require storage of impervious area runoff volumes in accordance with Section 709 of the TMRDM to achieve no-adverse-impact (NAI) to Swan Lake. On-site volumetric analysis will be based on the 100-year, 10-day storm event, while off-site routing of peak flows will be based on the 100-year, 24-hour storm event. Volumetric analysis and mitigation are assumed to be limited to added impervious areas (e.g. added roadway width, sidewalk, curb and gutter, etc.). Sky Vista Parkway is within a FEMA Zone X and therefore no submittals to FEMA are included in this scope of work.

A Draft Technical Drainage Report will be prepared to summarize the results of the on-site and off-site analysis performed for the 50% design. The report will summarize the criteria and guidelines used in the analyses, the anticipated performance of the drainage facilities within the project design, conformance with criteria, and any noted design criteria exception areas.

Deliverables – Draft Technical Drainage Report (50%), Final Technical Drainage Report (90%), Drainage Report Addendum (100%, if needed).

Amendment 3: No Change.

4.4. Environmental Analysis

Original Contract: It is assumed no environmental analysis, including sound studies, and/or environmental permits will be required.

Amendment 3: No Change.

4.5. Lighting and Electrical Design

Original Contract: Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy

for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design, if any, for the 50% submittal will be conceptual only. No detailed analysis will be completed at the 50% design for lighting. Proposed street lighting will include intersection locations only.

ITS design will not be included.

Amendment 3: No Change.

4.6. Right-of-Way Engineering Services

Original Contract: It is estimated up to twenty (20) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 20 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT will obtain Title Reports and updates as required and will invoice the RTC for these items as reimbursable expenses.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance is not included within this task.

Deliverables – Property Boundary for 20 parcels along with exhibit maps and legal descriptions for easements on each parcel.

Amendment 3: No Change.

4.7. 50% Design

Original Contract: Incorporating the results of the alternative development, traffic analysis, and drainage analysis CONSULTANT will prepare preliminary design for widening Sky Vista Parkway to four (4) lanes. Roadway plans will be designed in accordance with design criteria developed in sub-task 4.1. CONSULTANT will prepare a list of the exceptions (if any) identifying station limits, standards, and potential mitigations.

Plan sheets will be drafted electronically at full size 1" = 25' scale, on 22" x 34" size paper, and produced electronically in .pdf format, but printed at only half size 1" = 50' scale, on 11" x 17" sized paper.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 50% Design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (2)

- As-constructed and proposed improvement typical sections
- Minimum and maximum roadway widths
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations (if necessary)
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (9)

- Existing Right of Way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Removals and Utility Sheets (5)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

Roadway Plan and Profile Sheets (9)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Drainage Plan and Profile Sheets (9)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Striping Sheets (5)

- Proposed striping detailing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Approximately 42 Sheets Total.

Exclusions from the 50% Design:

- Specific/Custom Details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall and/or Sound Wall plans will not be prepared
- Lighting Plans will not be prepared
- Signal, Traffic Signal Interconnect, and ITS plans will not be prepared
- Detailed analysis for electrical will not be completed
- Cross Sections will not be prepared
- No landscape and aesthetic design for new or remediation for project impacts is included

Amendment 3: No Change.

4.8. Cost Estimate, and Technical Specification Outline

Original Contract: CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 50% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

Amendment 3: No Change.

4.9. 50% Design Submittal

Original Contract: CONSULTANT will submit the 50% Design as summarized:

RTC:

- 3 copies 11" x 17" 50% Design plans, Design Exception Summary (if necessary)
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 50% Design plans; Engineer's estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report

- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 2 copies 11" x 17" 50% Design plans, Design Exception Summary (if necessary)
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 50% Design plans; Engineer's estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 50% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Amendment 3: No Change.

4.10. 50% Design Review Comment Resolution

Original Contract: CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 50% Design. CONSULTANT will consolidate and provide responses to the 50% Design plan review comments with the 90% Design deliverables.

Amendment 3: No Change.

4.11. 90% Design

Original Contract: Incorporating agency comments from the 50% Design review, CONSULTANT will advance the design and prepare 90% Design plans, a corresponding 90% preliminary engineer's estimate, and 90% technical specifications.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 50% Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90% Design submittal.

Plan sheets included in the 50% Design submittal will be advanced to the 90% level of detail.

Additional sheets to be included are:

- Geometric Control and Grading plans (6) - Geometric control and grading plan information for median islands, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Signal and Traffic Signal Interconnect plans (6)

- Detailed analysis for lighting and/or electrical (8)
- Other Special Structural Features (2)
- Detail Sheets (10)

Approximately 74 Sheets Total.

Exclusions from the 90% Design:

- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and/or Sound Wall plans will not be prepared
- ITS plans will not be prepared
- Cross Sections will not be prepared
- No landscape and aesthetic design for new or remediation for project impacts is included

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 90% Design.

Amendment 3: No Change.

4.12. Constructability, Cost Estimate, and Technical Specification Review

Original Contract: CONSULTANT will provide an independent constructability review of the 90% design plans, an independent review of the 90% cost estimate, an independent review of the technical specifications, and develop a draft construction schedule to determine the number of working or calendar days, as appropriate, for the construction of the project.

Amendment 3: No Change.

4.13. 90% Design Submittal

Original Contract: CONSULTANT will submit the 90% Design as summarized:

RTC:

- 3 copies 11" x 17" 90% Design plans, Design Exception Summary (if necessary)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

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- 2 copies 11" x 17" 90% Design plans, Design Exception Summary (if necessary)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 90% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Amendment 3: No Change.

4.14. 90% Design Review Comment Resolution

Original Contract: CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 90% Design. CONSULTANT will consolidate and provide responses to the 90% plan review comments with the 100% Design deliverables.

Amendment 3: No Change.

5. FINAL DESIGN

5.1. 100% Design

Original Contract: Incorporating agency comments from the 90% Design review, CONSULTANT will advance the design and prepare 100% Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100% plans, specifications and engineer's estimate to RTC, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Additional changes to the drainage report are not anticipated after the 90% design submittal; however, if required, a drainage report addendum will be issued for the 100% design submittal.

Amendment 3: No Change.

5.2. Final Design

Original Contract: Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

Amendment 3 Add: CONSULTANT will incorporate post-final design changes to the west leg of the roundabout, update design plans, perform QC, sign/seal/stamp final plans. Roundabout deficiencies will be noted, quantities and cost estimate will be updated. Specifications will be updated to incorporate NVEnergy, TMWA and banner pole information. Permission to Construct (PTC) exhibits will also be updated. CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

Assumptions:

- Approximately 35 sheets will require updating for the roundabout changes.
- A brief review will be conducted of the final plans by the RTC and City of Reno.

5.3. Final Design Submittals

Original Contract: CONSULTANT will submit the 100% Design submittal as summarized:

RTC:

- 3 copies 11" x 17" 100% Design plans, Design Exception Summary (if necessary)
- 1 copy 100% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

City of Reno:

- 2 copies 11" x 17" 100% Design plans, Design Exception Summary (if necessary)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 copy 11" x 17" 100% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

For the Final Design submittal CONSULTANT will provide a full sized .pdf and a .pdf of the Technical Specifications to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit a 11" x 17" hard copy of the Final Design plans and 1 hard copy of the Technical Specifications to the RTC and City of Reno.

Amendment 3: No Change.

5.4. Final Engineer's Opinion of Probable Construction Costs and Time

Original Contract: CONSULTANT will provide a final engineer's opinion of probable construction costs for the project based on the final design. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. CONSULTANT will also provide the final estimate of the number of working or calendar days, as appropriate, for the construction of the project.

Amendment 3: No Change.

6. Bidding Services

Original Contract: CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Amendment 3 Add: CONSULTANT will perform services as described in the original contract. Budget shifted to address previous out of scope issues will be restored.

7. Design Contingency

Original Contract: This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 6. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 6, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

Amendment 3: No Change.

8. Contract Administration

Original Contract: Construction services were estimated based on best available knowledge of the project design and included optional tasks for Construction Administration, Construction Surveying, Inspection, and Materials Testing.

Amendment 3 Add: Task is no longer optional and CONSULTANT will perform construction services as follows based on the current project which includes additional design elements incorporated since the original contract. These design elements include landscape and aesthetics treatments, installation of a TMWA water meter, three retaining walls, energy dissipator, art foundation, Washoe County Regional Park Sign, corridor lighting, NVEnergy switch relocation, and a general increase in the scope of the project.

8.1. Contract Administration

Original Contract: CONSULTANT will provide one full time contract administrator and a half time resident engineer for the entire 220 working day contract period. CONSULTANT shall provide contract administration services as follows:

- Resident engineer will be the prime point of contact for the RTC, will prepare agendas and run weekly meetings, track overall budget
- Resident engineer and contract administrator will facilitate stakeholder meetings to discuss design modifications during construction.
- Respond to construction RFIs
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Public outreach is expected to include notices to stakeholders, preparation of press releases, and project update writeups for posting on RTC's website. Up to one hundred (100) hours have been allocated for this effort.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.2. Construction Surveying

Original Contract: Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults

- Roadway monuments, referenced in four directions

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.3. Inspection

Original Contract: CONSULTANT will provide one full time inspector during all construction activities and an additional half-time inspector during critical activities. 10-hour working days and a 220 working day contract period are anticipated for the full time inspector. These inspectors will:

- Attend the preconstruction conference
- Monitor the work performed by the contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public, and others
- Prepare daily inspection reports submitted weekly to the RTC and CC'd to the appropriate government jurisdiction(s)
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blue-line set of drawings to incorporate contractor
- record drawing mark-ups

Construction inspection vehicles will be expenses as \$55/day per the Project's Hourly Rate Fee Schedule. Two (2) vehicles have been assumed for the duration of the project.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4. Materials Testing

8.4.1. Materials Testing

Original Contract: CONSULTANT will provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.2. AC Plant Inspection and Testing

Original Contract: CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 12 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.3. Asphalt Cement Testing

Original Contract: CONSULTANT will provide asphalt cement testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory or testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.4. On-site Nuclear Gauge Testing and Sampling

Original Contract: CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 1,023 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.5. Plantmix Bituminous Pavement Testing

Original Contract: CONSULATANT will provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow and stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.6. Plantmix Bituminous Pavement Coring

Original Contract: CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

8.4.7. Top Lift Longitudinal Joint Testing and Coring

Original Contract: CONSULTANT will provide top lift longitudinal joint testing and coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200-foot intervals per every 1,000-foot segment. A core will be taken in every 1,000-foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

9. Record Information

Original Contract: The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format (22" x 34"), will be provided to the RTC for its files and distribution to the City of Reno. The .pdf file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by the RTC and local government representatives, signed and stamped by CONSULTANT) and identified as record drawings.

Amendment 3 Add: Task is no longer optional and will be performed to support construction.

10. Construction Contingency (Sole Option and Discretion of RTC)

Original Contract: The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8 and Task 9. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 8 and Task 9, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

Amendment 3: No Change.

Project Schedule for Amendment 3: Atkins will coordinate with the RTC to deliver final design plan prior to advertisement which is currently scheduled for April 6, 2022. Construction management activities are expected to extend from June 1, 2022, to December 2023.

Compensation: Atkins proposes to provide these services on a time and materials basis in accordance with the contract's Hourly Rate Fee Schedule. Atkins estimates the total fee for Amendment 3 to be \$515,714 for a total contract price of \$2,460,173.

Please feel free to call me with any questions you have at 775-789-9831.

Kind regards



Brian Janes, P.E.
Sr. Project Director
Atkins North America, Inc.

SAMPLE

**EXHIBIT B
COMPENSATION**

SAMPLE

Exhibit B-1 - Amendment 3 Fee Summary Detail - Sky Vista Parkway Rehabilitation Project

Task No.	Item No.	Task	Office Personnel																	Construction Management Personnel			
			Project Principal	Project Director	Design Manager	Quality Manager	Sr. Engineer III	Sr. Engineer II	Sr. Engineer I	Project Engineer II	Project Engineer I	Structures Manager	Sr. Structural Engineer II	Structural Engineer II	Structural Engineer I	Landscape Architect Manager	Sr. Landscape Architect III	Sr. Landscape Architect II	Public Information Specialist	Office/Clerical	Sr. PM/RE	Scheduler/Estimator	Office Engineer/Inspector
		Staff	Matt Baird	David Dodson	Brian Janes	Roger Philippi	Mike Dempsey/ Matt Nussbaumer	Kamal Qaiser	Austin Collier	Bryan Hutchins/ Bradley Miller	TBD	Yuhe Yang	Ningyu Gao	Pete Vomvas/ TBD	TBD	Wilson McBurney	Chad Hayes/ Leslie Rohner	Lindsay Green	McKenna Keefer	Stacy Yokoyama	Sergio Callegari	Beth Sprague	Lincoln Riley
		Year 1 Bill Rates (2020)	\$260.00	\$240.00	\$240.00	\$220.00	\$190.00	\$180.00	\$155.00	\$135.00	\$120.00	\$240.00	\$180.00	\$135.00	\$120.00	\$190.00	\$135.00	\$120.00	\$85.00	\$80.00	\$200.00	\$200.00	\$90.00
1	01	Project Management																					
2	02	Public and Agency Involvement																					
3	03	Investigation of Existing Conditions																					
4	04	Preliminary Design																					
5	05	Final Design		4	4	1	24	20	160	121													
	05.02.01	Post-final design changes		4	4	1	24	20	160	121													
6	06	Bidding Services																					
	06.01	Bidding Services																					
7	07	Design Contingency																					
8	08	Construction Services			51				88											1760	1144	880	
	08.01	Contract Administration			51				88											1760	1144		
	08.02	Construction Surveying																					
	08.03	Inspection																				880	
	08.04	Materials Testing																					
9	09	Record Information		2					20	20													
	09.01	Record Drawings		2					20	20													
10	10	Construction Contingency (Optional)																					
		Total Hours	-	6	55	1	24	20	268	121	20	-	-	-	-	-	-	-	-	1,760	1,144	-	880
		Rate/Hour Escalated to Midpoint of Project Phase	\$262.73	\$242.52	\$242.52	\$222.31	\$192.00	\$181.89	\$156.63	\$136.42	\$121.26	\$242.52	\$181.89	\$136.42	\$121.26	\$192.00	\$136.42	\$121.26	\$85.89	\$83.39	\$208.47	\$208.47	\$93.81
		Total Cost		\$1,455	\$13,339	\$222	\$4,608	\$3,638	\$41,976	\$16,507	\$2,425									\$146,764	\$238,492		\$82,555

Escalation Factor for Design Phase
Escalation Factor for CM Phase

1.05%
4.24%

Exhibit B-1 - Amendment 3 Fee Summary Detail - Sky Vista Parkway Rehabilitation Project

Task No.	Item No.	Task	Construction Management Personnel			Survey Personnel			Summary													
			Senior Inspector	Office Engineer/Inspector	Office Admin	Professional Land Surveyor	Senior Party Chief	2 Person Survey Crew	Total Hours	Labor	Expense	5% Sub Markup	Atkins	CME	CFA	PK Electrical	SUE	Aerotech	Total Subs	Total Price		
		Staff	TBD	Ian Chamberlain (Field)	Rene Alfaro (Field)	Eric Christianson	Andrew Hauskaas															
		Year 1 Bill Rates (2020)	\$140.00	\$130.00	\$100.00	\$130.00	\$110.00	\$190.00														
1	01	Project Management																				
2	02	Public and Agency Involvement																				
3	03	Investigation of Existing Conditions																				
4	04	Preliminary Design																				
5	05	Final Design							334	51435			51435								\$51,435	
	05.02.01	Post-final design changes							334	\$51,435.00			\$51,435								\$51,435	
6	06	Bidding Services								\$5,260			\$5,260								\$5,260	
	06.01	Bidding Services								\$5,260			\$5,260								\$5,260	
7	07	Design Contingency																				
8	08	Construction Services		2200					6123	\$760,680.00	\$24,200		\$784,880	\$298,382	\$91,700					\$390,082	\$1,174,962	
	08.01	Contract Administration							3043	\$395,480			\$395,480								\$395,480	
	08.02	Construction Surveying												\$91,700						\$91,700	\$91,700	
	08.03	Inspection		2200					3080	\$365,200	\$24,200		\$389,400								\$389,400	
	08.04	Materials Testing												\$298,382						\$298,382	\$298,382	
9	09	Record Information							42	\$6,043			\$6,043								\$6,043	
	09.01	Record Drawings							42	\$6,043			\$6,043								\$6,043	
10	10	Construction Contingency (Optional)																			\$50,000	
Total Hours			-	2,200	-	-	-	-														
Rate/Hour Escalated to Midpoint of Project Phase			\$145.93	\$135.51	\$104.24	\$135.51	\$114.66	\$198.05														
Total Cost				\$298,115					6,499	\$823,418	\$24,200		\$847,618	\$298,382	\$91,700					\$390,082	\$1,287,700	

Escalation Factor for Design Phase
Escalation Factor for CM Phase

Total Price for Tasks Shown	Hours	Price
	6,499	\$1,287,700
Total Amendment (Original Tasks 8, 9, 10 removed)	3,079	\$515,714

Exhibit B-2 - Amendment 3 Fee Summary - Sky Vista Parkway Rehabilitation Project

Task No.	Task								
		Original Contract Fee	Amendment 1 Contract Fee	Restored & Additional Services	Sub-Consultants	5% Sub Markup	Expense	Amendment 3 Total	Amendment 3 Contract Fee
1	Project Management	\$119,602.78	\$165,964.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,965
2	Public and Agency Involvement	\$31,588.23	\$31,588.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,588
3	Investigation of Existing Conditions	\$168,832.64	\$168,832.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,833
4	Preliminary Design	\$463,558.14	\$595,650.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,650
5	Final Design	\$91,950.90	\$148,917.84	\$ 51,435	\$ -	\$ -	\$ -	\$ 51,435	\$ 200,353
6	Bidding Services	\$11,519.70	\$11,519.70	\$ 5,260	\$ -	\$ -	\$ -	\$ 5,260	\$ 16,780
7	Design Contingency	\$50,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
8	Construction Services	\$715,942.97	\$715,942.97	\$ 234,992	\$ 199,827	\$ -	\$ 24,200	\$ 459,019	\$ 1,174,962
9	Record Information	\$6,042.79	\$6,042.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,043
10	Construction Contingency (Optional)	\$50,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Cost		\$1,709,038	\$1,944,459	\$ 291,687	\$ 199,827	\$ -	\$ 24,200	\$ 515,714	\$ 2,460,173

* Note: Amendment 2 was a time extension.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.13

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

BACKGROUND AND DISCUSSION

RTC implemented a comprehensive qualifications-based procurement of certain architectural and engineering services specified under state law N.R.S. 625.530 and N.R.S. 332.115(1)(b). RTC Management Policy P-13 and related procedures allowed staff to procure such professional services in connection with the following programs and projects:

1. **Traffic Engineering Program.** Traffic engineering design and construction management services for traffic signals, lighting, signing, pavement marking, corridor studies, and other traffic engineering studies.
2. **Intelligent Transportation Systems Engineering (ITS) Program.** Traffic engineering design and construction management services for systems engineering, ITS software development, strategic planning including ITS communication and device design.

A selection committee consisting of RTC staff and local agency representatives, reviewed, evaluated, and scored the statements of qualifications received. Pursuant to the terms of the procurement, the RTC selected the seven (7) consultants with the highest scores for the qualified list.

Pending approval of this agenda item, the RTC will use the qualified list to engage consultants for future Traffic Engineering and ITS projects. The list is unranked and the RTC may assign multiple projects to the same firm when deemed prudent due to the size, nature, or interrelatedness of the projects and the consultant's demonstrated qualifications and ability to execute them.

RTC reserves the right not to award any contracts to any firm if it is not in the best interest of the RTC. The list will be effective for a period of three years.

FISCAL IMPACT

No fiscal impact will result from this action

PREVIOUS BOARD ACTION

December 17, 2021

Authorized the procurement of a qualified list of consultants to provide engineering design and construction management series for the Traffic Engineering Program and the Intelligent Transportation System (ITS) Engineering Program.

ATTACHMENT

- A. Qualified List of Consultants for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program

Qualified List of Consultants

Traffic Engineering Program and Intelligent Transportation Systems (ITS) Program

Service Providers
Atkins North America
CA Group
HDR Engineering
Headway Transportation
Kimley Horn
Westwood Professional Services
Wood Rodgers

List is alphabetical and not sorted by rank or scoring.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.14

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) to outline responsibilities for both NDOT and RTC to coordinate and manage tasks during construction of the roundabout on 4th Street (SR 647) defined as TE Spot 10 – South Project.

BACKGROUND AND DISCUSSION

RTC has designed the project, acquired required right-of-way for construction of the project and coordinated with NDOT, City of Reno and Washoe County. Each entity maintains certain limits of the roadways within the project boundaries. Once the project has been complete, RTC will transfer parcels that are proposed to be within NDOT right-of-way as shown in Attachment A.

NDOT will issue occupancy permits for utilities that are proposed to be within the parcels to be transferred to NDOT as shown in Attachment A. NDOT will also observe, review and inspect all work associated with project during construction and report any items of concern to the RTC Project Manager.

FISCAL IMPACT

This Project is funded by Regional Road Impact Fees (RRIF). It is included in the project budget for the approved FY 2022 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Attachment A – Draft ICA

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, hereinafter called the "RTC".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS the RTC is initiating a project to design and construct a roundabout on State Route 647 (SR-647), at the intersection of Woodland Avenue in Reno, Washoe County (hereinafter "PROJECT"); and

WHEREAS the purpose of this Agreement is to outline responsibilities for both the DEPARTMENT and the RTC, to properly coordinate and manage tasks associated with, and necessary for the successful completion of the PROJECT; and

WHEREAS the services of the RTC will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS the RTC is willing and able to perform the services described herein.

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

ARTICLE I - RTC AGREES

1. To appraise and acquire all right-of-way required for the PROJECT in accordance with all applicable local, state, and federal standards.
2. To perform or have performed by consulting services, the design, construction, and administration of the PROJECT.
3. To obtain an occupancy permit from the DEPARTMENT, at no cost to the RTC, allowing RTC and its contractor/contractors to occupy the DEPARTMENT's right-of-way for the purpose of construction and administration of the PROJECT.

4. To obtain or assist others in obtaining an occupancy permit from the DEPARTMENT for existing utilities within those parcels proposed to be transferred to the DEPARTMENT, as depicted in Exhibit "A".

5. To invite and allow the DEPARTMENT to attend PROJECT meetings including field reviews, traffic control reviews, right-of-way settings, plan review meetings, and the pre-construction conference.

6. To provide final survey data to the DEPARTMENT's Right-of-Way division for review and approval.

7. To transfer to the DEPARTMENT by Quitclaim Deed those parcels that are proposed to be within the DEPARTMENT's right-of-way as depicted in Exhibit "A", upon completion and acceptance of the project by the DEPARTMENT.

8. The RTC shall, at no cost to the DEPARTMENT, obtain and pay for all licenses, permits, and/or fees, and comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, along with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, but not limited to, worker's compensation, and licensing laws and regulations.

ARTICLE II - DEPARTMENT AGREES

1. To issue an occupancy permit to the RTC, at no cost to, and allowing the RTC and its contractor/contractors to occupy the DEPARTMENT's right-of-way for the purpose of planning and design of the PROJECT, prior to initiating construction of the PROJECT.

2. To issue occupancy permits for existing utilities within those parcels proposed to be transferred to the DEPARTMENT as depicted in Exhibit "A".

3. To attend PROJECT meetings including: field reviews, traffic control reviews, right-of-way settings, plan review meetings, and the pre-construction conference.

4. To observe, review, and inspect all work associated with the PROJECT during construction, with the understanding that any and all items of concern are reported to the RTC's Project Manager for correction.

5. To accept those parcels acquired by the RTC, proposed to be within the DEPARTMENT's right-of-way as depicted in Exhibit "A", upon completion and acceptance of the PROJECT by the DEPARTMENT.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2023, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

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

3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent

of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by 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 set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Alex Wolfson, P.E.
Nevada Department of Transportation
Division: District 2
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 834-8300
Fax: (775) 834-8390
E-mail: awolfson@dot.nv.gov

FOR RTC:

Bill Thomas, AICP
Attn: Blaine Peterson
RTC of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1871
Fax: (775) 324-3503
E-mail: bpetersen@rtcwashoe.com

5. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

6. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

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

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

after the intervening cause ceases.

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

10. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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, including another breach of the same provision.

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

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

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

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

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

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

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

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

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

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

Regional Transportation Commission
of Washoe County

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

On behalf of Director

Name and Title (Print)

Approved as to Legality and Form:

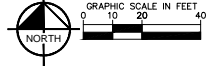
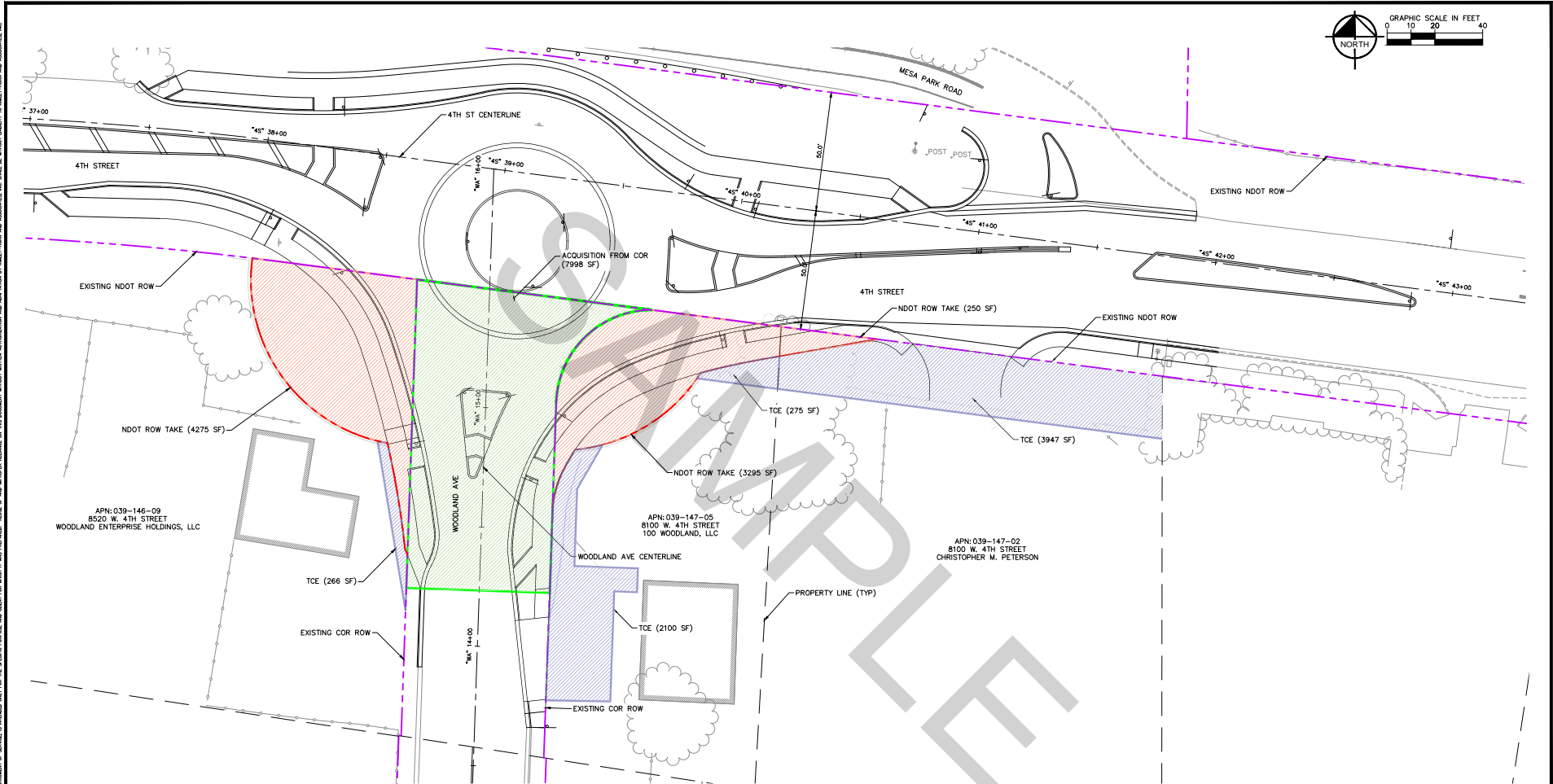
Deputy Attorney General

Name and Title (Print)

Approved as to Form:

Attorney

Exhibit "A"



- LEGEND:**
- NDOT RIGHT-OF-WAY (ROW) TAKE
 - TEMPORARY CONSTRUCTION EASEMENT (TCE)
 - ACQUISITION FROM CITY OF RENO (COR)
 - EXISTING ROW LINE

FOR REVIEW
NOT FOR CONSTRUCTION

60%

PRELIMINARY DESIGN

Call before you Dig

1-800-521-2800

TE SPOT 10 SOUTH PROPOSED ROW AND TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA



PROJECT No: **092528015** DESIGNED BY: **MSM**
 DATE: **07/12/2021** DRAWN BY: **FR**
 CHECKED BY: **MSM**

SCALE	SHEET NAME ROW EXHIBIT SHEET 1 OF 36 632015
HORIZ: 1"=20'	
VERT: N/A	
FIELD BOOK	
NONE	

REV NO	DATE	DESCRIPTION	APPROVED

1.1.1.2021 1:17 PM 092528015 - 632015 - ROW EXHIBIT A
 1.1.1.2021 1:17 PM 092528015 - 632015 - ROW EXHIBIT A
 THIS DOCUMENT IS THE PROPERTY OF RTC. WAASHOE COUNTY, NEVADA. IT IS TO BE USED ONLY FOR THE PROJECT AND CANNOT BE REPRODUCED OR CLEAR FOR ANY OTHER PROJECTS.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.15

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with Washoe County for RTC to fund the design and installation of culvert grates at the equalization culvert along Veteran’s Parkway north of Clean Water Way, within City of Sparks limits, in an amount not-to-exceed \$30,000.

BACKGROUND AND DISCUSSION

Staff from the County, RTC and the City of Sparks have identified a safety issue that was not anticipated during the original design of the SouthEast Connector (Veteran’s Parkway). People are camping inside the equalization culverts. To prevent unauthorized entry into the culverts, a locked grate is proposed at each end of the barrels of the equalization culverts. The grate will be designed to continue to equalize flood flows, but prevent human entry. The County has agreed to be responsible for the design and installation of grates at the culvert just south of the south bridge abutment for the Truckee River Bridge on Truckee Meadows Wastewater Regional Facility (TMWRF) property. The work is for a signal box culvert treating both inlet and outlet with grates.

FISCAL IMPACT

Funding for this item will be provided in the FY 2023 budget.

PREVIOUS BOARD ACTION

January 21, 2022 Approved an ICA with Washoe County for the County owned culverts.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement is dated and effective as of _____, 2022, by and between Washoe County, Nevada (“COUNTY”) and the Regional Transportation Commission of Washoe County (“RTC”).

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC completed construction of the “South East Connector Project,” now known as Veterans Parkway; and

WHEREAS, the project was approved by RTC, the COUNTY authorized the use of fuel tax on the project, and RTC and COUNTY entered into interlocal cooperative agreements with the local jurisdictions to specify roles and responsibilities for the project; and

WHEREAS, an unforeseen dangerous situation has developed with people living in the culverts that were constructed as part of the project and unauthorized entry into the culverts needs to be prevented; and

WHEREAS, to address the situation, COUNTY will design, construct and install grates for the inlet and the outlet to the culvert within the city limit of the City of Sparks on TMWRF property just south of the Truckee River Bridge south abutment along Veterans Parkway to prevent public entry (the “IMPROVEMENTS”); and

WHEREAS, COUNTY is in the process of completing design of the IMPROVEMENTS; and

WHEREAS, upon completion of design, COUNTY will select a contractor to purchase, construct and otherwise install the IMPROVEMENTS; and

WHEREAS, RTC will reimburse COUNTY for the cost to construct the IMPROVEMENTS, in an amount not-to-exceed \$30,000; and

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

COUNTY AGREES:

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the IMPROVEMENTS.
2. To select a third-party contractor to furnish and construct the IMPROVEMENTS.
3. To provide RTC the cost to construct the IMPROVEMENTS upon execution of a contract with the third-party contractor.
4. To allow RTC to review and approve any contract change orders associated with the construction of the IMPROVEMENTS.
5. To execute change orders upon written approval from RTC.
6. To invoice RTC within 60 days of the completion of the IMPROVEMENTS.
7. Obtain permissions for contractor to access TMWRF property along Veterans Parkway to install the grates.

RTC AGREES:

1. To reimburse COUNTY for the actual construction costs of the IMPROVEMENTS in an amount not-to-exceed the amount set forth in the contract with the third-party contractor as reflected in Exhibit A.
2. To direct all questions or requests pertaining to the IMPROVEMENTS to the COUNTY Project Manager.
3. To remit payment within forty-five (45) calendar days following receipt of an invoice from COUNTY.

IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above until June 30, 2023.
2. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
3. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

4. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

COUNTY: Dwayne Smith, P.E.
Community Services Department
Division Director Engineering and Capital Projects
Washoe County
1001 E. 9th Street
Reno, Nevada 89512
(775) 328-2043

5. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

6. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

7. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

8. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

9. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

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SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, AICP, Executive Director

WASHOE COUNTY, NEVADA

BY: _____
Chair

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
Washoe County Clerk

BY: _____
Attorney

SAMPLE

EXHIBIT A

Description of IMPROVEMENTS:

Furnish and installation of grates to prevent people from entering equalization culverts on TMWRF Property within the City of Sparks city limits.

Reimbursable costs:

Furnish and install culvert grates and appurtenances \$30,000

TOTAL MAXIMUM REIMBURSABLE AMOUNT \$30,000

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.16

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve a contract with Krueger Transport, LLC, to provide a consultant study for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project in an amount not-to-exceed \$180,000.

BACKGROUND AND DISCUSSION

This is a sole source procurement for consulting services for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project. With Board approval of the recommendation to award to Krueger Transport LLC, (KTC), RTC plans to begin work on the project March 21, 2022, with project completion scheduled for late 2023.

FISCAL IMPACT

Funding for this project is made possible through the FY 2021 Low or No Emission Bus Program (5339(c)) grant.

PREVIOUS BOARD ACTION

There has been no previous board action related to this item.

ATTACHMENT(S)

- A. Agreement for Professional Services

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of March 21, 2022 by and between the Regional Transportation Commission of Washoe County (“RTC”) and Krueger Transport, LLC (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC approached Krueger Transport, LLC (KTC) and requested a Proposal for its Hydrogen Fuel Cell Project; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the services.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through May 5, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in scope of work. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consists of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the project schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Task 1 – Project Preparation and Launch	\$6,970
Task 2 - Bus & Infrastructure Requirement Analysis	\$12,090
Task 3 – Infrastructure Procurement Design and Build	\$121,810
Task 4 – Bus and Infrastructure Deployment	\$15,470
Task 5 – Deployment Validation	\$9,230
Task 6 – Training and Grants	\$6,240
<u>Task 7 – Project Closeout</u>	<u>\$8,190</u>
Total Not-to-Exceed Amount	\$180,000

3.3. For any work authorized under Section 2.4, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates

and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to

RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is David Carr or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT’ Project Manager is Sydney Krueger or such other person as is later designated in writing by CONSULTANT. CONSULTANT’s Project Manager has authority to act as CONSULTANT’s representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
David Carr
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)3322161

CONSULTANT: Sydney Krueger
Managing Partner
Krueger Transport LLC (KTC)
847 Portal Avenue
Oakland Ca 94610
510-590-0943

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC’s Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC’s Executive Director.

- 14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT’s performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes

CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KRUEGER TRANSPORT LLC (KTC)

By: _____
Sydney Krueger, Managing Partner

SAMPLE

EXHIBIT A SCOPE OF SERVICES

KTC will accomplish the following scope of services for \$180,000 on a cost-reimbursable basis. The timeline for this project is after the scope of services.

KTC's Project Management Plan details the 9 primary phases that will be used to guide RTC Washoe to complete the proposed project objective and scope of the RTC Washoe Fuel Cell Electric Bus & Infrastructure Deployment.

The plan includes KTC's project control and risk management procedures to guide the effective and efficient management of the project. Many of the components of KTC's Project Management Plan incorporate elements of FTA's Quality Management System.

The proposed project will be executed in 9 primary phases, as follows:

1. FTA Award and Project Partner Contract Execution The project will not begin until the FTA has awarded and executed a grant with RTC Washoe. RTC Washoe will then execute a contract with Krueger Transport LLC (KTC) to begin the project. We assume that this will take at least three months from the time that FTA announces the awardees.

2. Project Preparation and Launch This phase will include comprehensive project planning to finalize the scope, approach, responsibilities, duties and schedule. This phase will result in an RTC Washoe and KTC formal kick-off of the project with all stakeholders and project team members to align the project team on responsibilities, assignments, duration of tasks, and expectations to successfully meet project goals and objectives. KTC will work with RTC Washoe to further develop the comprehensive schedule. Based on each team member's inputs, KTC will identify the critical path for the plan and identify any project risks. KTC will be responsible for maintaining the overall schedule with input from team members. In development of the fueling station design KTC will work with their network of current station operators such as AC transit, OCTA, SARTA, BAKERSFIELD (GET) to review existing H2 refueling stations across the country and advise on best practices, challenges, solutions, and lessons learned to facilitate a successful station build at RTC Washoe. KTC will also advise on proactive steps that can be taken during initial station design to allow for station growth into phase 2 while reducing budgetary impacts and station downtime (such as, as an example, laying pads, larger trenches for ground storage expansion).

3. Bus & Infrastructure Requirements Analysis This phase includes validation of the technical specifications for the bus and fueling. KTC will help collect and analyze data on the RTC Washoe specific routes where the FCEB will be deployed i.e. distance, speed, acceleration, GPS coordinates, and its grade. KTC will use this data, along with specifications for the bus model and the hydrogen fuel production and dispensing system, to develop a baseline route and station performance metric. This will be presented to New Flyer to determine if any changes are required to the bus specifications, routes, electric drive, or operating service to ensure sufficient throughput during RTC Washoe's fueling window. KTC will validate the performance characteristics of the New Flyer XHE40 bus to ensure the performance of the bus on RTC Washoe's routes mirrors existing bus operation with respect to driver handling, speed, acceleration, gradeability, and braking characteristics. KTC will work with the hydrogen fuel system supplier and New Flyer to provide a seamless fueling interface that will meet RTC Washoe's maintenance requirements for

refueling its fleet and fueling window to achieve full fill and dispenser uptime. The results of these analyses will be presented to RTC Washoe, New Flyer, and the fuel system supplier to determine if any changes are required to the bus specifications or station and dispenser design and software.

4. Infrastructure Procurement, Design and Build KTC will provide project guidance, project oversight and coordination of all project partners during infrastructure procurement. KTC will assist RTC Washoe with project management of the hydrogen production, storage and dispensing system. This will include managing with RTC Washoe the process of fueling infrastructure site/station design, equipment procurement and purchase or lease, permitting, station construction and installation, training, performance and monitoring and closure.

KTC will help to manage the sole source awards. If necessary, outside of these specific awards, KTC will administer (alongside RTC Washoe's internal procurement group) the development and creation of any RFP/IFBs

KTC's project management will involve managing the:

1. *A/E design* - (including civil, electrical, and mechanical)- KTC will assist RTC Washoe to ensure the design has a seamless interface with RTC Washoe FleetWatch or management control system.
2. *Permitting* - KTC, Marathon Finishing Services and the fuel supplier will assist RTC Washoe in the development of site and installation plans for the station and obtaining all necessary permits.
3. *Construction* - KTC will help manage that fueling station construction stays on schedule and on budget
4. *Equipment procurement or direct award of equipment to named Low No partner* - KTC will assist RTC Washoe in purchasing equipment with the goal of a highly efficient fueling system for transit
5. *Liquid supply agreement* – KTC will assist Reno in adding in contract provisions demanding prioritization of RTC Washoe hydrogen delivery prior to other commercial customers in order to maintain ultimate bus and station uptime
6. *Operation and Maintenance of the station agreement* - KTC will help with the 2-3 year O&M contract
7. *Maintenance facility upgrades* - RTC Washoe will contract with Marathon Finishing Services to provide engineering services to design and manage the maintenance facility upgrades for the storage of fuel cell buses.
8. *Emergency Response Plan updating* - KTC and the Fuel system provider will assist RTC Washoe in updating their Emergency Response Plan and will organize and coordinate all staff and First Responder training activities at the time the station is commissioned.

KTC will assist in managing communication with RTC Washoe and all vendors ensuring the project stays on schedule in regards to all deadlines. KTC will do this through regularly scheduled calls and project reporting. All team members will participate in a bi-weekly call to discuss project status and any issues. KTC will assist with scheduling and managing the calls alongside RTC Washoe as well as taking meeting minutes.

In regards to reporting KTC will provide RTC Washoe with Quarterly Management Reports with a summary of progress of the previous quarter and projections for the remainder of the project. The report will allow RTC Washoe to seamlessly incorporate the information into the required FTA Quarterly Report.

5. Bus and Infrastructure Deployment KTC will provide project management on successful delivery of the buses by New Flyer and successful first fueling of the h2 station through a series of tests to confirm the buses can be fueled properly. KTC will assist with tests to validate the performance and operation of the buses. These tests will include route validation of temperature, AC load, passenger load and traffic patterns to validate the bus against the performance specification. RTC Washoe will place the buses in shadow service for a period acceptable to demonstrate full operational capability. Once buses and the fueling station have completed testing and acceptance by RTC Washoe, they will be phased into passenger service.

6. Deployment Validation KTC will help RTC Washoe to analyze New Flyer Connect data points to prepare a report on operational performance and realized advantages in the form of energy savings, cost savings, and greenhouse gas emissions reductions resulting from the deployment of fuel cell electric buses into transit passenger service. The performance indicators will be availability, reliability, energy efficiency, fuel costs, maintenance costs, and driver acceptance. This will assess the overall impact and benefits of fuel cell electric buses vs other buses in RTC Washoe fleet.

7. Training and Grants KTC will coordinate technical expertise and training from the h2 equipment provider, New Flyer and Ballard. New Flyer will provide maintenance, operator, and parts manuals training. Ballard will provide level 1-3 training on the Fuel Cell Power Module. KTC will assist in planning performance/safety seminars and coordinating proper maintenance training for each product. KTC will work on locating, applying for, and working to secure additional grant funding for related h2 projects and future and subsequent Low no's. Possible grant applications include BUILD/RAISE, EPA and Bus and Bus Facilities. If a new grant application will exceed 20 hours of work on the part of KTC, KTC will seek advanced approval in writing to bill RTC a reasonable mutually agreed upon amount for completion and successful submittal of the grant.

8. Project Close-out After the data collection period is over, KTC will issue a final report summarizing project results, findings, and lessons learned. RTC Washoe will close out the project with FTA.

9. Project Management KTC will project manage the entire project by control and risk management procedures detailed below.

10. Tools - KTC will provide an on-line, cloud based, collaborative project management website to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

11. Communication - (detailed in scope assignment 4)- KTC will schedule and manage calls using google calendar invites. Meeting minutes will be taken and stored on the project website. Zoom or Webex will be used for group presentations per RTC Washoe's request.

12. Reporting - KTC will provide Quarterly Management Reports to summarize progress and accomplishments of the previous quarter and projections for the remainder of the project. KTC will always isolate any known risks and plans for mitigation.

13. Schedule - A detailed schedule was developed by KTC and team members as part of this proposal that includes projected durations for all project stages. During the project's Preparation and Launch or Start phase, KTC will work with each team member to develop a detailed schedule. KTC will identify, document, and track any issues.

KTC will identify the critical path for the plan and identify any project plan risks. KTC will be responsible for maintaining the overall schedule and budget with input from team members. Team members will manage the schedule for their assigned tasks and report schedule status for each regular team call. If the actual progress for a task is determined to be late per the planned schedule, KTC will determine if curative action must be made based on the schedule deviation, the amount of work remaining, the impact on other jobs, and impact on the overall schedule. Corrective action, if necessary, will be identified during the team conference calls.

14. Risk Management and Mitigation Plan KTC provides robust supervision of project progress through the group of management controls and procedures outlined above. KTC's management method ensures swift detection of any project risks that occur. Our project approach includes identifying, documenting, and tracking concerns. Concerns are given to project team members for investigation, study, and resolution. Issues and related tasks are prioritized to ensure that project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to RTC Washoe management for immediate attention.

15. Project Schedule:

WBS	Task Name	Duration	Start	Finish
1	FTA Award and Project Partner Contracts	180 Days	3/21/2022	9/21/2022
2	Project Preparation and Launch	15 days	10/3/2022	10/21/2022
3	Requirements Analysis	20 days	10/24/2022	11/18/2022
4	FCEB Build, Delivery, and Acceptance	13 months	10/3/2022	11/3/2023
5	Infrastructure Build and Facility Modifications	16 months	10/3/2022	2/3/2024
6	Deployment Validation	30 days	2/3/2024	3/3/2024
7	Project Close out	30 days	3/3/2024	4/4/2024
8	Project Management and Reporting	570 Days	10/3/2022	5/5/2024

**EXHIBIT B
COST BREAKDOWN**

The contract to be executed between RTC Washoe and KTC includes an estimated profit margin of 14%. KTC’s project scope cost breakdown per task is detailed below and based off the total number of hours per task and the hourly rate of staff. Sydney Krueger is the Project Manager and is at a billable rate of \$65/ hour. Ed Krueger is a Senior VP Project Engineer and is at a rate of \$65/ hour.

FTA Award and Project Partner Contract Execution

The project will not begin until the FTA has awarded and executed a grant with RTC Washoe. RTC Washoe will then execute a contract with Krueger Transport LLC (KTC) to begin the project. We assume that this will take at least three months from the time that FTA announces the awardees.

# of Tasks	Description	Quantity	Hours	Hourly Rate	Total Price
Task 1	Project Preparation and Launch	2	53.62	65	6,970
Task 2	Bus & Infrastructure Requirement Analysis	2	93	65	12,090
Task 3	Infrastructure Procurement, Design and Build	2	937	65	121,810
Task 4	Bus and Infrastructure Deployment	2	119	65	15,470
Task 5	Deployment Validation	2	71	65	9,230
Task 6	Training and Grants	2	48	65	6,240
Task 7	Project Close-Out	2	63	65	8,190
Total Project Cost		2	1384.62	\$65	\$180,000

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, Washoe County, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described herein insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. The CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the

additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not

be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.

- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

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

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any Subs by RTC. The CONSULTANT, and any Subs, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each Sub evidencing that CONSULTANT and each Sub maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

EXHIBIT D
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. 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 the Agreement. Upon execution of the Agreement, 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 Agreement or the FTA assisted project for which the 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.
- B. 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. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. 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.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, 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 the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. 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.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, 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. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The 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 the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor 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. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR

Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - 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, and FTA's Master Agreement, 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 RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted award;
 - 2. Suspended from participation in any federally assisted award;
 - 3. Proposed for debarment from participation in any federally assisted award;
 - 4. Declared ineligible to participate in any federally assisted award;
 - 5. Voluntarily excluded from participation in any federally assisted award; or
 - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals,

affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

10 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

11 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates

of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

12 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material

breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.

- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

15 - PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16 - CENTERS FOR DISEASE CONTROL AND PREVENTION MASK ORDER

Unless and until it is repealed, Contractor shall comply with the Centers for Disease Control and Prevention Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs, or any updated or superseding order ("CDC Mask Order"). The Contractor shall also require its subcontractors at all tiers to comply with the CDC Mask Order.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

Print: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official: _____

Name and Title of Contractor’s Authorized Official: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.17

From: Adam Spear, General Counsel

RECOMMENDED ACTION

Approve a contract with Thompson Coburn, LLP, for specialized legal services.

BACKGROUND AND DISCUSSION

RTC contracts with a number of different law firms and attorneys to provide legal services on an as-needed basis. As the need for legal services arises, the General Counsel works with staff to assign work to the appropriate attorneys. Attorneys are only paid for work that is assigned and performed.

Thompson Coburn, LLP and its attorneys have provided specialized legal services to RTC since 2011. The firm specializes in federal law and regulations applicable to federally funded transit operations and public works projects, including complex procurement and contracting matters. The firm's familiarity with RTC and the challenges it faces as a regional transportation commission make the firm uniquely qualified to advise RTC in those areas if and when needed. The firm and its attorneys have a proven ability to work with staff and provide excellent services.

The firm and its attorneys have agreed to hourly rates that are competitive for these types of services and in line with the other firms and attorneys that represent RTC. Those rates would be fixed for the term of the contract.

Note, RTC also has a contract with the firm for one of its attorneys (Jane Sutter Starke) to provide legal services to the Executive Director to support RTC's federal advisory services team. That contract is separate and distinct from this contract.

The General Counsel will continue to work with the Executive Director to evaluate RTC's legal resources and recommend additional contracts for legal services as needed.

FISCAL IMPACT

Funding for legal services is included annually in the RTC Board approved budget.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Agreement for Legal Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is dated and effective as of February 1, 2022, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Thompson Coburn, LLP ("Firm").

WITNESSETH:

WHEREAS, RTC desires to retain the Firm to perform specialized legal services pertaining to the development of various procurement and contract documents, to statutory, regulatory and grant requirements of the Federal Transit Administration (FTA) and other federal agencies, and other transactional and litigation matters, as may be requested by the RTC; and

WHEREAS, the Firm represents it has the technical expertise and experience to perform said legal services for the RTC; and

NOW, THEREFORE, RTC and the Firm, in consideration of the mutual covenants contained herein and other good and other valuable considerations do agree as follows:

A. SCOPE OF SERVICES

The Firm agrees to provide the legal services set forth in Exhibit A.

B. TERM

The term of this Agreement shall be from February 1, 2022, and shall continue through January 31, 2025, unless sooner terminated.

C. PAYMENTS TO FIRM

1. Compensation

RTC shall pay the Firm in accordance with the "Fee Schedule and Costs" attached as Exhibit B.

2. Invoices and Time of Payment

Invoices shall be submitted and payments made in the following manner:

a) Fees and costs shall be presented with a reasonable explanation as to what work was performed and the time to do that work. The invoice, together with documents to support direct costs (if requested by the RTC) may be submitted to the RTC on or before the 15th of each month following the month in which services were performed.

b) Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

c) The Firm shall maintain complete records supporting every request for payment which may become due. RTC shall have the right to receive and copy said records.

D. OTHER PROVISIONS

1. Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by mutual consent for such additional periods as the parties may approve. No extension of time shall be valid unless reduced to writing and signed by the authorized representative of each party.

2. Non-Transferability

This Agreement is for the Firm's professional services, and the Firm's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.

3. Hold Harmless

The Firm agrees to save and hold harmless and fully indemnify the RTC and all its employees or agents from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the Firm or any of its servants, employees, or agents in providing the services required by this Agreement.

4. Insurance

The Firm shall, at its own expense, self-insure or maintain in effect at all times during the performance of this Contract, at least the following coverage and limits of insurance which shall be maintained with insurers and under forms and policies reasonably satisfactory to the RTC: Professional Liability, \$1,000,000 per claim; \$1,000,000 in aggregate. The Firm shall furnish to the RTC a certificate of professional liability insurance coverage.

5. Relationship of Parties

The Firm is an independent contractor to the RTC under this Agreement. The Firm is free to contract to provide similar services for others while it is under contract

to the RTC, so long as said services and advocacy are not in conflict with services being provided by the Firm to the RTC and confidentiality is maintained.

6. E-mail Communication

The RTC consents to and allows the Firm, and any attorneys or employees of the Firm, to initiate communications with the RTC and its employees via e-mail and to respond to e-mail communications from the RTC and its employees via e-mail. The foregoing consent extends to the initiation of electronic communications with, and the electronic response to communications from such others as the Firm deems necessary or appropriate in the performance of services hereunder. Consent includes the attachment of electronic copies of RTC documents to any electronic communications. The Firm will exercise extraordinary care to ensure it restricts its communications to the intended recipient and that confidentiality is maintained.

7. Termination and Withdrawal

The RTC may terminate this Agreement, in whole or in part, at any time by written notice to the Firm when it is in RTC's best interests. The Firm shall be paid for costs incurred and work performed up to the time of termination. If the Firm has any property in its possession belonging to the RTC, the Firm will account for the same, and dispose of it in the manner the RTC directs.

The Firm reserves the right to withdraw from representation of the RTC with the client's consent or for any reason consistent with the Nevada Supreme Court's rules of professional responsibility. This may include (without limitation) the failure to honor the terms of this Agreement, the failure to pay undisputed amounts billed in a timely manner, the failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would reasonably impair an effective attorney-client relationship or which would render the Firm's continuing representation unlawful or unethical. The Firm will be entitled to be paid for services rendered and direct costs made or incurred on the RTC's behalf prior to the date of withdrawal.

8. Notices

Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be made by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the United States Mail.

TO RTC: Executive Director
 Regional Transportation Commission of Washoe
 County
 P.O. Box 30002
 Reno, Nevada 89502

TO FIRM: Jane Sutter Starke, Esq.
Thompson Coburn, LLP
1909 K Street, N.W. Suite 600
Washington, D.C. 20006

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is deposited by registered or certified mail.

9. Governing Law; Jurisdiction

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.

10. Severability

To the extent that any term or provision of this Agreement or the application thereof to any circumstance shall be deemed to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted therefore to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

11. Entire Agreement

There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

12. Amendments

No alternation, amendment, or modification of this Agreement is effective unless it is in writing and signed by both parties.

13. Regulatory Compliance


The Firm agrees to comply with all federal, state and local government laws, regulations and ordinances in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: 
Bill Thomas, AICP
Executive Director

THOMPSON COBURN, LLP

By: 
Jane Sutter Starke, Esq.
Partner

SAMPLE

EXHIBIT A

Scope of Services

1. Advise on the implementation of transit services contracts, including addressing legal and contractual issues that arise under those contracts.
2. Advise on the development of procurement documents and in the preparation and drafting contract terms and conditions for the RTC's transit system, vehicle purchases, and other procurements and contract documents.
3. Advise on the administration and implementation of procurement processes, as requested by the RTC, including industry outreach and reviews; responses to questions from prospective proposers; interviews; review and evaluation of proposals; and negotiation of contract terms and conditions.
4. Advise on vehicle, equipment, and construction procurements, and in contract implementation issues.
5. Advise on Federal statutory, regulatory, and compliance issues and Federal Transit Administration (FTA) legal and grant requirements including Buy America, Davis-Bacon, DBE issues, the National Environmental Policy Act, the FTA capital investment grant program, and other matters.
6. Assist with general labor, workplace and workforce development issues.
7. Assist and provide subject matter expertise relating to litigation and other specialized legal matters and issues upon the RTC's request.

EXHIBIT B

Fee Schedule and Costs

<u>Attorneys</u>	<u>Rate/Hour</u>
Jane Sutter Starke, Tony Anderson, Kathleen Kraft	\$400
Associates	\$275

NOTE: Other partners of the Firm may provide legal services from time to time and will be billed at the hourly rate for Jane Sutter Starke, Tony Anderson and Kathleen Kraft unless otherwise agreed by the parties.

COSTS: Monthly billings will include reimbursement for reasonable costs incurred by the Firm in the performance of services under this Agreement. Such costs include, but are not limited to, lodging and food while on travel; parking expenses; coach airfare; copying charges; express mail, and similar expenses. RTC will reimburse costs for lodging and food while on travel based on applicable per diem rates for Reno, Nevada, at gsa/travel/plan-book/per-diem-rates.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.18

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Authorize the Executive Director to explore options to dispose of six (6) parcels acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project by sale, exchange or lease to a public agency for a reasonable public use related to affordable housing.

BACKGROUND AND DISCUSSION

RTC acquired various property between 1999 and 2004 for a planned US 395/Clear Acre/Sutro Interchange Improvement Project. Phase 1 was a project to make improvements to US 395 ramps on Clear Acre and McCarran Blvd. Phase 1 was completed. RTC is currently working with NDOT to finalize property transfers that are required as part of the final documentation for Phase 1. Phase 2 was planned as a project to make improvements to Sutro St. and to extend Sutro St. to Clear Acre Lane. Phase 2 never proceeded past 30% design. The Sutro St. improvements and Sutro St. extension no longer appear in the 2050 Regional Transportation Plan. The six parcels shown on the maps attached as Attachment A are no longer needed for the project.

Recently, multiple public and private entities have approached the Executive Director about interest in developing an affordable housing project on those parcels. When property is sought by another public agency for a reasonable public use, NRS 277A.255(c) allows RTC to offer the property to the public agency at its fair market value pursuant to NRS 277.050. RTC could potentially dispose of the parcels to a public agency for an affordable housing project.

The Executive Director is seeking board authorization to explore a potential disposal of the parcels to a public agency for a reasonable public use related to affordable housing. If this item is approved, the Executive Director will proceed with exploring options and return to the Board with a recommendation as to which specific options are available and in the best interests of the RTC as required by Management Policy P-63 (Real Property Disposition). If this item is not approved, staff will explore other disposal options including a sale by sealed bids or public auction.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Map of Parcels





REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.19

From: Stephanie Haddock, CGFM, Director of Finance/CFO

RECOMMENDED ACTION

Approve modifications to Regional Transportation Commission (RTC) Management Policy P-21, Travel Policy.

BACKGROUND AND DISCUSSION

The revisions to RTC Management Policy P-21, Travel include minor modifications to update language and intent of the policy. Revisions include language changes reflecting conversion to an electronic process for approval of travel and expense reimbursements, and revisions for clarifying travel status timeframes.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

PREVIOUS BOARD ACTION

July 17, 2020 Approved modifications to Regional Transportation Commission (RTC) Management Policy P-21, Travel.

ATTACHMENT(S)

- A. RTC Management Policy P-21, Travel.

RTC Management Policy P-21
Date Approved: 12/09/1982
Date Revised: 07/22/1993
03/23/1995
03/15/1996
07/18/2008
08/21/2015
07/17/2020
03/18/2022

MANAGEMENT POLICY

SUBJECT: TRAVEL

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to provide uniform guidelines and procedures for requesting, authorizing, and reimbursing reasonable and customary expenses associated with RTC employee or Commissioner travel for Agency business.

II. SCOPE

- Public
- X Board Members
- X RTC Officers
- X RTC Employees
- Other: _____

III. DEFINITIONS

- A. Travelers – The RTC Board of Commissioners (Commissioners) or RTC employees.

IV. POLICY

- A. RTC will allow travel when there is a valid business purpose and all other available options have been evaluated. The Board Chair approves travel for the Commissioners and the Board Vice Chair approves travel for the Board Chair. Accordingly, where this policy requires approval or review by the Executive Director, this policy shall be read to require review or approval of the Board Chair or Vice Chair with regard to Commissioner travel, as appropriate to implement this policy.

- B. The Executive Director is responsible for approving employee travel. The Executive Director or department directors are responsible for ensuring the necessity and appropriateness of travel for a seminar, conference, or other meeting and determining whom should attend.
- C. Travelers are required to know and follow this policy prior to travel and to follow the procedures as set forth in this policy for requesting, approving, monitoring, and reporting all travel and associated per diem expenses.
- D. Employee failure to follow this policy, including falsification of travel expense reports, may result in disciplinary action, up to and including termination of employment.
- E. Request for Permission to Travel: All requests for employee travel and the resulting expenditures shall be approved in advance by the Executive Director who is authorized by RTC to approve or deny such requests. The Executive Director's requests for travel over \$1,000 shall be approved by the Board Chair.
- F. Reimbursement of Travel Expenses
 - 1. Except as otherwise provided by law, when any traveler is entitled to receive expenses in the transaction of public business outside Washoe County or more than 50 miles outside of the cities of Reno or Sparks, the traveler shall be paid necessary and reasonable travel expenses.
 - 2. Any personal travel or additional expenses incurred by a guest accompanying a traveler on RTC business, shall not be an RTC expense.
- G. Travel Expenses
 - 1. Travel should be by the least expensive method reasonably available when such factors as total travel time, traveler salary, RTC-owned automobile availability, and transportation costs are considered.
 - 2. Advanced planning for travel is required in order to obtain significantly reduced rates.
 - 3. Air Travel
 - a. Air travel shall be coach class. Exceptions require written pre-approval by the Executive Director.
 - b. Airfare will be paid directly to the airline, preferably by use of an RTC procurement card. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name, travel destination, and method of payment.

- c. Reimbursement will not be given for meals or checked baggage fees included in the cost of airfare. Checked baggage fees to and from travel destination will be reimbursed for the first checked bag. Additional fees beyond the first checked bag or an overweight bag will not be reimbursed without prior written approval of the Executive Director.
- d. Airline preferred seating or boarding fees are not reimbursable.
- e. Airline Wi-Fi fees are not reimbursable.
- f. Traveler parking a personal vehicle at the airport must use the least expensive available parking lot.
- g. Unless approved by the Executive Director, the costs of air travel cancellation or flight change fees will be the traveler's responsibility. Any air travel refunds or credits issued to traveler must be used for future RTC business travel.

4. Use of RTC or Private Vehicles

- a. If travel by RTC-owned automobile or public conveyance is not the most economical means of transportation, or is otherwise impractical, use of a private vehicle may be permitted and will be reimbursed at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service.
- b. In the event a traveler does not report to their assigned business office before going directly to an authorized travel destination, reimbursable roundtrip mileage will be calculated from/to the traveler's RTC business address.
- c. If a private vehicle is used for reasons of personal convenience in the transaction of RTC business and is not the most economical or practical means of transportation, reimbursement will be at the Executive Director's discretion. Prior written approval is required. Where use of a personal vehicle is approved, reimbursement will be at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service, but will not exceed the equivalent amount of the least expensive mode of travel.
- d. No mileage reimbursement of any kind will be allowed for employees who receive a vehicle allowance.

- e. Only RTC employees are authorized to drive RTC-owned vehicles and only persons in the custody or care of RTC employees in the course of official RTC business are authorized to ride in RTC-owned vehicles.
- f. It is a violation of this policy to use an RTC vehicle for anything other than official purposes.

5. Rental Vehicle

- a. Written justification for the use of a rental vehicle must be included in the electronic Expense Authorization Request and authorized in advance by the Executive Director. Reimbursement for a rental car generally will not be allowed when the traveler is staying at the conference hotel/event site. Exceptions may be made for geographical isolation from nearby dining establishments or for personal safety reasons.
- b. When authorized to use a rental vehicle, the traveler must reserve and pay for vehicle by means of RTC's established account with a preferred rental agency.

6. Lodging

- a. Traveler will be selective and prudent in choosing lodging. Every effort should be made to find the most economical rates possible.
- b. Discounted conference rates or governmental rates should be used when available.
- c. Use of an RTC procurement card or traveler's personal credit card is the required method of payment for all approved lodging expenses. If an RTC procurement card is used as method of payment, additional charges (e.g., room service, bar charges, restaurant charges, movies) are not reimbursable. Travelers should make arrangements to have such charges or fees paid by traveler's personal credit card, or other means.
- d. With prior written approval from the Executive Director, lodging wi-fi fees used for business purposes are reimbursable.
- e. Prior written approval is required and proper documentation of hotel rates must be submitted with the Expense Authorization Request. Unapproved lodging expenditures will not be reimbursed.
- f. No reimbursement for lodging will be made without receipts.

7. Registration: Approved registration or conference fees will be paid directly to the organization sponsoring the event. Payment will be made by either an RTC procurement card or check. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name and method of payment.

8. Meals and Incidental Expenditures

- a. A traveler who is in travel status is eligible for meal reimbursement at the GSA per diem rate as published for the travel time. Per diem rates include taxes and tips, so traveler will not be reimbursed separately for these items.
- b. Traveler is not required to submit receipts for reimbursement of meal per diems.
- c. Traveler is considered to be in travel status and may claim meal per diem reimbursements during the PST timeframes as follows:

Meal	Timeframe
Breakfast	Traveler flight departs before 8:00 a.m. or returns after 10:00 a.m.
Lunch	Traveler flight departs before 11:00 a.m. or returns after 1:00 p.m.
Dinner	Traveler flight departs before 6:00 p.m. or returns after 7:00 p.m.

- d. When registration or conference fees provide for meals, traveler will deduct such furnished meals from the meal per diem reimbursement. Continental breakfasts are not considered a furnished meal.
- e. Meals shall not be charged to RTC procurement cards unless approved in advance in the Expense Authorization Request. If traveler is approved to charge meals to an RTC procurement card, traveler is responsible for meal charges in excess of GSA rates.
- f. All other reasonable and necessary travel expenses such as taxis, shuttles, limousine fares, parking fees, rental car fuel, or any other incidental expenses will be reimbursed. Receipts must be obtained wherever feasible, and all receipts and actual travel expenses should be itemized and uploaded in the electronic Expense Report system. Expenses not accompanied by a receipt will be tested for reasonableness and may not be reimbursed. Expenses for the personal enjoyment or convenience only of traveler are not

reimbursable.

- g. When in travel status, traveler shall not be reimbursed for the cost of alcohol incurred in the course of such person's travel.
- h. Generally, employees classified as non-exempt under the Fair Labor Standards Act (FLSA) should not travel overnight due to overtime considerations. When approved to travel, FLSA travel work time regulations will be used for compensating non-exempt employees during their travel status.

H. Requests for Approval of Training or Travel

- 1. Traveler must complete an electronic Expense Authorization Request and submit it for approval. The Executive Director has final approval authority of all request for employee travel. In the case of commissioners, the Board Chair approves travel for Commissioners and the Vice Chair approves travel for the Board Chair.
- 2. Traveler must upload a copy of the registration form, brochure, and agenda for the requested event into the electronic Expense Authorization Request. If there are no such documents, the traveler must upload a memorandum into the electronic Expense Authorization Request describing the event, sponsor name, sponsor address, event dates, cost, location, and purpose.
- 3. The approved Expense Authorization Request shall be authorization for any travel expenses charged to RTC procurement cards.
- 4. The electronic Expense Authorization Request can be found on the RTC's accounting software. Instructions for completing the Expense Authorization Request can be found on SharePoint.

I. Travel Advances: No advances will be made for any authorized travel expenditure. In lieu of an advance, per diem meals may be charged to an RTC procurement card with prior approval by the Executive Director on the Travel/Training Request. If approved, the traveler will be responsible for meal charges in excess of GSA rates.

J. Travel/Training Expense Reimbursement

- 1. An electronic Travel/Training Expense Report must be submitted for approval, along with any required receipts within 14 days after travel is completed. RTC may refuse payment of claims submitted more than 45 days after completion of travel, and expenses that do not conform to this policy.
- 2. Approved electronic Travel/Training Expense Reports submitted to the Finance Department will be paid within five business days of approval.

3. When RTC procurement cards are used for travel expenses, travelers must attach a copy of the approved Expense Authorization Request and all accompanying receipts to the monthly procurement card statement and follow the standard procurement card statement processing procedures.
 4. The electronic Travel/Training Expense Report can be found on RTC's accounting software. Instructions for completing the Travel/Training Expense Report can be found on SharePoint.
- K. Payment of Travel Claims Presumed Full Compensation: Any Travel/Training Expense filed and paid in accordance with this policy shall be considered full compensation for all travel and living expenses, including transportation, meals, lodging, and other incidental expenses associated with the submission as authorized in accordance with the provisions of this policy.
- L. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

- END -



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 4.20

From: Stephanie Haddock, CGFM, Director of Finance/CFO

RECOMMENDED ACTION

Approve modifications to Regional Transportation Commission (RTC) Management Policy P-62, Business Expenses.

BACKGROUND AND DISCUSSION

The revisions to RTC Management Policy P-62, Business Expenses include minor modifications to update language and intent of the policy. Revisions include language changes reflecting conversion to an electronic process for business expense reimbursements and addition of dollar threshold for advanced approval of local or webinar training by Executive Director.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

PREVIOUS BOARD ACTION

July 17, 2020 Approved Regional Transportation Commission (RTC) Management Policy P-62, Business Expenses.

ATTACHMENT(S)

- A. RTC Management Policy P-62, Business Expenses

RTC Management Policy P-62
Date Approved: 07/17/2020
Date Revised: 03/18/2022

MANAGEMENT POLICY

SUBJECT: BUSINESS EXPENSES

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to reimburse employees for business expenses that meet the following criteria:

- Necessary to perform a valid RTC business purpose; and
- Reasonable in that the expense is not extreme or excessive, reflects an amount normally spent in a specific situation, and demonstrates a prudent decision to incur the expense; and
- Appropriate in that the expense is suitable and fitting in the context of the valid RTC business purpose; AND
- Allowable according to any applicable federal regulation, state regulation or RTC policy.

II. SCOPE

Public

- X Board Members
- X RTC Officers
- X RTC Employees

Other: _____

III. DEFINITIONS

None.

IV. POLICY

A. General

1. The Executive Director and department directors are responsible for approving business expenses and determining that the above criteria have been met.
2. RTC employees are required to know and follow this policy prior to incurring business expenses and must follow the procedures set forth in this policy for requesting and authorizing individual reimbursement or use of an RTC p-card for a business expense.

3. Employees who are unsure whether a particular business expense qualifies for reimbursement should contact their department director and inquire before incurring the expense.
4. Employee failure to follow this policy, including falsification of business expenses, may result in disciplinary action, up to and including termination of employment.
5. Employees who use an RTC p-card for non-RTC-related expenses will be required to reimburse the RTC for the expense.
6. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

B. Business Expenses

1. The list below highlights common allowable expenses and is not intended to identify every business expense:
 - a. Awards: Employee appreciation/achievement or project recognition awards (i.e., plaques, shirts, coffee cups) must be of nominal value and consistent with the contribution that the award is intended to recognize. This does not apply to employee length of service awards per RTC Personnel Rules.
 - b. Food and Beverages: Detailed itemized receipts are required for all food and beverage expenses. The cost should be reasonable based on the number of people attending and within the approved fiscal year departmental budget. Potentially allowable expenses may include:
 - 1) Food and beverages for a meeting or in-house training scheduled during lunch time. Generally, meetings should not be scheduled around lunch hours.
 - 2) Food and beverages for employee recognition or morale booster (i.e., department lunch), on a limited basis, no more than twice per fiscal year.
 - 3) Food and beverages for RTC project ceremonies, public meetings, and public participation/input for project planning, design, and corridor studies.
 - 4) Food and beverages for RTC advisory committee meetings at a nominal cost.

- 5) Food and beverages for hosting/entertaining RTC business-related third parties or elected officials locally or while traveling and approved by the Executive Director. These expenses are separate from food and beverage per diems covered under RTC Travel Policy.
- 6) Food and beverages for employee social events planned by the Event Committee.
- 7) New employee lunch with direct supervisor or department director.
- 8) Employee attendance at professional association breakfasts or luncheons with supervisor approval.
- 9) Food and beverages for an employee officially retiring into PERS at a nominal cost.
- 10) Breakroom supplies such as coffee, tea, hot chocolate, powdered creamer, sweeteners, utensils, and paper goods when made available to all members of a department and visitors.
- 11) Prohibited food and beverage costs include:
 - Food and beverages for RTC contractor or vendor employees;
 - Food and beverages provided by or included in consulting or construction contracts;
 - Food and beverages for voluntarily terminating employees;
 - Food and beverages for employee birthdays, baby showers, weddings, or other personal celebrations;
 - Food and beverages for spouse/partner; OR
 - Alcoholic beverages.
- 12) Food and beverages for employee training while traveling are covered under RTC Travel Policy.

- c. Gifts, Prizes, Recognition Favors, Mementos, and Donations or Contributions
- 1) Prizes to a maximum value of \$15 for employee social events planned by the Event Committee are allowable. Pursuant to IRS regulations, cash or cash equivalent gift cards must be treated as employee taxable compensation and should not be given as prizes.
 - 2) A modest recognition favor or memento for recognizing a significant RTC event or accomplishment is allowable. The nominal cost for a project favor or memento included in an RTC vendor contract is allowable. In all cases, the cost amount should be reasonable and equitable. Recognition favors or mementos can be given to employees and nonemployees associated with event or accomplishment.
 - 3) Prohibited uses of RTC funds:
 - Gifts to RTC contractors or vendors;
 - Charitable donations;
 - Political contributions of any type; OR
 - Employee gifts such as flowers, balloons, gift baskets, etc., for events such as but not limited to promotions, retirements, voluntary terminations, death in family, marriage, birth of employee's child, or illness. Employees are not prohibited from personally purchasing or donating to employee gifts.
- d. Allowable Memberships, Licensing Fees, and Professional Subscriptions: Potentially allowable expenses may include:
- 1) Memberships in professional associations related to assigned position at RTC with department director approval;
 - 2) Licensing fees required to perform assigned RTC duties with department director approval;
 - 3) Subscriptions to appropriate publications and journals relative to an employee's responsibilities; OR
 - 4) Subscriptions to publications intended to increase business or educational knowledge for departmental or agency use.

- e. Employee Relocation or Moving Expenses: Employee relocation or moving expenses are allowable up to a maximum amount of \$5,000 with department director approval.

- f. Employee Uniform and Boot Allowances
 - 1) RTC facility maintenance employees are entitled up to a \$250 boot reimbursable allowance and up to a \$75 prescription safety glasses reimbursable allowance per fiscal year.
 - 2) Other RTC employees required to visit construction sites are entitled up to a \$150 boot reimbursable allowance per fiscal year.
 - 3) Expenses for RTC-provided uniforms, safety glasses and vests, hard hats, or necessary personal protection equipment is allowable.
 - 4) New employees are entitled to one RTC-provided logo shirt of their choice. RTC also may provide logo wear to employees at its discretion.

- g. RTC Vehicle Allowances and Mileage Reimbursements
 - 1) Employees receiving vehicle allowances are not eligible for mileage reimbursements unless otherwise allowable per RTC Travel Policy.
 - 2) Employees receiving annual vehicle allowances shall not use RTC-provided vehicles. Occasional carpooling to business meetings or events with another employee eligible to use an RTC-provided vehicle is allowable.
 - 3) Mileage for eligible employees is reimbursed at Internal Revenue Service rates in effect when mileage is incurred. Mileage must be for approved RTC business purposes and shall be submitted on employee's timecard for the period (dates) for which the mileage was incurred or RTC may refuse reimbursement.
 - 4) Expenses for car rentals, taxis, or transportation network vehicles (Uber, Lyft) are subject to RTC Travel Policy.

- h. Credit Card Fees or Late Fees
 - 1) Annual fees on personal credit cards is not allowable even if the card is used for RTC business purposes.
 - 2) Late charges or interest charges incurred due to the faulty actions of an employee are not allowable.
- i. Parking Tickets or Traffic Violations: Not allowable when using either a personal or RTC vehicle even if incurred while conducting RTC business.
- j. Sales Tax: RTC will not reimburse sales tax for a transaction that would have qualified for a sales tax exemption if it had been properly processed through the appropriate RTC purchasing procedures.
- k. Sponsorships: Expenses associated with participating in regional, state, or national organization activities or events that affect the RTC's business interests are allowable.
- l. Webinars: Webinars or training classes/seminars held locally are allowable. Advance written approval shall be obtained from department director for webinar or local training costs up to \$500. Advance written approval shall be obtained from Executive Director for webinar or local training costs greater than \$500. Registration and other expenses must be paid following normal policies and procedures.

C. Business Expense Reimbursement

- 1. Business expense reimbursement shall be submitted electronically in RTC's accounting software within 14 days of an expense being incurred and accompanied by detailed receipts documenting each expense. Expense reimbursements must document that the business expense met the requirements of this policy. RTC may refuse payment of claims submitted more than 45 days after incurred expense or expenses do not conform to this policy.
- 2. Approved business expense reimbursement submitted to the Finance Department will be paid within five business days of receipt.
- 3. Instructions for completing the electronic business expense reimbursement form can be found on SharePoint.

- END -



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 5.1

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a report regarding the Lemmon Drive Segment 2 Roadway Alternatives Analysis Report.

BACKGROUND AND DISCUSSION

The Lemmon Drive Segment 2 project (Project) will reconstruct 3.7 miles of Lemmon Drive between Fleetwood Drive to Ramsey Way above the 100-year flood plain of Swan Lake. The Project will also widen Lemmon Drive from Fleetwood Drive to Palace Drive, provide safe connections to the Heppner subdivisions, and improve the multimodal connectivity.

After considering a wide range of alternatives, the Project's Technical Advisory Committee (TAC) endorsed three top roadway alternatives to advance into Level 2 evaluation. The top three alternatives are:

- **Alternative 2 - Raise Existing Lemmon Drive:** This alternative would elevate the existing Lemmon Drive above the 100-year floodplain.
- **Alternative 6 – Natural Berm Realignment:** This alternative would realign Lemmon Drive to the west along the natural berm of Swan Lake. The realignment would begin near Deodar Way and possibly end at the northern end by Pompe Way.
- **Alternative 8 – Deodar Way Realignment:** This alignment would realign Lemmon Drive to the east and follow the current Deodar Way corridor to Chickadee Drive.

The Level 2 evaluation applied more quantitative criteria to measure the potential benefits and impacts and highlight differentiating characteristic among the alternatives. As such, the Level 2 screening identified higher versus lower performing alternatives for each criterion.

The Project team, along with our partner agencies, is reviewing the draft final report with an Agency Endorsed Alternative (Alternative 6 – Natural Berm Realignment) recommendation. The Agency Endorsed Alternative will be presented to the public for public input.

The RTC is working closely with Washoe County and the City of Reno as the Swan Lake recovery plan continues, and long-term mitigation alternatives are prepared and vetted.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget, and there is no additional cost in connection with this action. With the recent release of a Notice of Funding Opportunity for the

RAISE Grant and Alternative 6 – Natural Berm Realignment being recommended as the Agency Endorsed Alternative an application will be submitted for the maximum funding allowed by the April 14, 2022, deadline. Staff has evaluated the project criteria and believe the Agency Endorsed Alternative for Lemmon Drive Segment 2 Improvements rates high in all evaluation categories.

PREVIOUS BOARD ACTION

October 16, 2020	Received an update on the project
September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive project
April 17, 2019	Received an update on the project

ATTACHMENT(S)

- A. Alternative 6 – Natural Berm Realignment Exhibit



0 0.125 0.25 Miles

Data Sources: FEMA, Jacobs, and Washoe County

ROADWAY SECTION DRAWING HERE

Figure 6. Natural Berm Alignment

Construct a ten foot wide multi-use path west of the existing Lemmon Dr alignment to act as a berm/levee





REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 5.2

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a report regarding a Micro-Mode Regional Traffic Management Strategy.

BACKGROUND AND DISCUSSION

The Reno/Sparks area is experiencing significant growth, and with this growth comes a larger demand on the regional roadway network. Simultaneously, developments in technology and mobility sharing in the last decade have made micro-modes (bicycles, e-bikes, e-scooters) increasingly accessible and popular choices for transportation. This presentation discusses the role of micro-modes within the local transportation network and how strategic implementation of micro-mode targeted infrastructure can help support region-wide traffic management.

FISCAL IMPACT

No fiscal impact will result from this action.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 5.3

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Receive an update on planned efforts to rebuild public transportation through the FY 2023-2027 Transit Optimization Plan Strategies process based on input received at the Board's workshop in January 2022, and provide input and direction regarding next steps.

BACKGROUND AND DISCUSSION

At the Board's workshop in January 2022, the Board emphasized the need to reevaluate existing public transit services and other transportation services and outlined issues that should be addressed when formulating recommendations on transit system improvements. These issues include:

- Evaluate ongoing ridership and workforce trends to guide the development of new transit services.
- Review the provision of RTC RIDE services to ensure that the vehicle size and vehicle type match the demand for the service.
- Support the creation of additional microtransit services including areas of poorly performing fixed routes or suburban areas where no transit service exists.
- Leverage technology to improve operational efficiency and effectiveness including improving the customer experience by having a single application for both trip planning and payment.

Staff analyzed the issues identified by the Board and, based on the input received, will focus on the following goals and objectives:

- **Rethink the Transportation System** – Focus on customers' experiences, needs, and how best to meet those needs. Define cost effectiveness of services. Determine how to allocate resources equitably. Establish objective metrics of success to measure performance in advancing community needs.
- **Healthy Transportation Services** – Develop a suite of public transportation options to meet the current ridership. Develop opportunities to serve more of our residents. Provide access to everyone who needs public transportation while balancing customer needs, costs and limited resources.

Staff will analyze the goals and objectives outlined above, and any further input and direction provided by the Board, and will ensure that they are reflected in the upcoming RTC's Transit Optimization Plan Strategies (TOPS). RTC prepares a TOPS every 4-5 years to identify recommendations on transit system improvements over the next 4-5 years. Development of the FY 2023-2027 TOPS began on July 14, 2021 and, when completed and approved by the Board, will serve as the operating and capital business plan to guide transit service delivery over the next five years.

Staff anticipates a draft of the TOPS will be presented to the Board at its April meeting. Staff will continue to gather public comment on strategies and will bring those back as part of the presentation at that meeting. That meeting will provide another opportunity for the Board to participate in the TOPS process and provide further input prior to it being finalized.

FISCAL IMPACT

There is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTIONS:

- May 21, 2021 Approved an agreement with Transportation Management & Design Inc. for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430.

- Nov 20, 2020 Authorized a Request for Proposals (RFP) for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOPS).



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 5.4

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Receive an update on planned efforts to examine RTC's role in transportation decision-making, development, and the future of our community based on input received at the Board's workshop in January 2022, and provide input and direction regarding next steps.

BACKGROUND AND DISCUSSION

At the Board's workshop in January 2022, the Board discussed RTC's regional role, processes, and engagement of jurisdictions on RTC road projects. Staff is returning to the Board with recommendations on how to move forward based on the Board input received.

The Board emphasized a desire to address development impacts on transportation differently. Staff is evaluating the landscape of transportation decision-making across our region and looking at how to align this better to serve the needs of the community. That evaluation appears to be best divided into two distinct categories: new/expanded roads and the current system. Staff internally brainstormed how a more regional view on development could be cultivated, how to increase RTC's collaboration with our regional partners, and how transportation can be thought about more proactively. These discussions were grounded in considerations about who owns which road types and which entities should be maintaining which road types, as this was also a primary topic of interest expressed by the Board at its workshop.

Staff is recommending that we approach the three regional governments and NDOT to clarify and potentially re-define relationships and responsibilities, for both maintenance and project leadership. The goal of these discussions would also be to make our interactions more collaborative with each other. The outcome of these discussions could potentially be solidified in partnership agreements that are beneficial to all stakeholders.

FISCAL IMPACT

There is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: March 18, 2022

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
March 18, 2022 Board Meeting
Prepared March 9, 2022

Appropriations

The Federal Government continues to be funded by a continuing resolution that will expire on March 11. As we understand it, congressional leadership has reached agreement on domestic and defense spending for fiscal year 2022 including assistance to Ukraine. In the wee hours of Wednesday, March 9th, the House release a \$1.5 trillion, 2,700-page omnibus bill that they plan to pass but objections have been raised in the Senate related to cuts to their home states' unused coronavirus aid.

The bill as released encompasses transportation appropriations for FY 2022 and *Community Projects*, including among them \$2 million for the RTC's Arlington Bridges project.

The House will also vote on a 4 day continuing resolution in case the Senate is unable to pass the bill before the Friday federal funding cliff.

Work on the FY 2023 appropriations bills has not yet begun. However, individual House members are soliciting *Community Projects* in anticipation that the Appropriations Committee will provide formal guidance later in March or early April.

Build Back Better

The White House seems to be engaged in discussions on introducing a new version of the Build Back Better Act (BBB). A revised version of the budget reconciliation measure would have more focus on deficit reduction to try to garner the support of Senator Joe Manchin (D-WV), who previously suggested a smaller version of the bill could be attainable if it went through the traditional hearing and markup process.

Manchin outlined a counteroffer to save some components of BBB shortly after the State of the Union address. The Senator offered a package that would bypass a Republican filibuster if prescription drug savings and tax reforms were addressed with priority on reducing inflation and the federal deficit and generating revenue for climate and utilizing any remaining revenue for social spending programs.

Infrastructure Law Implementation

The Federal Transit Administration (FTA) issued a joint Notice of Funding Opportunity (NOFO) for the Fiscal Year (FY) 2022 Grants for Buses and Bus Facilities and Low- or No-Emission Grant Program. The *Bipartisan Infrastructure Law* (BIL) (enacted as the Infrastructure Investment and Jobs Act (IIJA), PL 117-58) required FTA to consolidate the solicitations for the two programs into one combined NOFO. There is \$1.1 billion in total funding for the Low-No program, a historic increase to support the purchase and leasing of low- or no- emission buses that use advanced technologies for transit revenue operations, as well as related equipment and facilities. There is another \$372.3 million in funding for the Buses and Bus Facilities Program, with the purpose of supporting the replacement, rehabilitation, purchase, or leasing of buses and related equipment and the rehabilitation, purchase, construction, or leasing of related facilities. The deadline to submit an application for both programs is May 31, 2022.

In addition, FTA held a webinar to outline changes to Public Transportation Agency Safety Plan (PTASP) changes authorized by the BIL.

FTA also published a list of Frequently Asked Questions on changes to transit asset disposition under the BIL. Recipients may retain a portion of original awards for rolling stock equipment and aggregate supplies that have met their minimum useful life and were purchased with federal assistance with a fair market value of more than \$5,000 and sold after *November 15, 2021*.

The Federal Highway Administration (FHWA) released a report to Congress outlining five opportunity areas the agency will look to as it advances a Complete Streets design model. The BIL provides new funding for Complete Streets activities and new tools and resources to support the adoption of Complete Streets.

FHWA provided a graphic outlining electric vehicle (EV) eligibility available under *existing* programs that predate the BIL. Please see the agency's 2021 EV funding [report](#) for more information. See below for more information on *new* EV programs.

Gas Tax Holiday Proposal

A handful of Senate Democrats (Kelly-AZ, Hassan-NH, Warnock-GA and Cortez Masto-NV) who are in for tough midterm election battles are throwing their weight into a proposal to suspend the federal gas tax through the end of the year.

Senate Republicans dismissed this and other ideas to cut taxes on essential goods as both nonsensical and desperate, suggesting getting 60 votes would be near impossible.

But a gas tax holiday creates problems on several fronts: any reduction in receipts would short what was passed in IIJA or require a general fund transfer and there's no assurance that lower gas prices get passed along to the consumer. For these reasons, there is also Democratic resistance to this proposal. Things could change with ever increasing prices at the pump.

State of the Union

President Joseph Biden delivered his 2022 State of the Union Address before a Joint Session of Congress and the American people on Wednesday, March 2, 2022.

In his opening, President Biden focused on the outbreak of warfare in Europe, reaffirming the nation's support for Ukraine and outlining actions taken by the United States and the North Atlantic Treaty Organization (NATO) to sanction Russia and defend NATO member states. In a show of solidarity, the President recognized Ukrainian Ambassador Oksana Markarova, who was in attendance and received a bipartisan ovation from Members of Congress.

Pivoting to the pandemic and economic recovery, President Biden touted the federal assistance provided to American families, workers, businesses, and impacted economic sectors from the *American Rescue Plan Act* (ARPA), the last of the stimulus measures enacted by Congress. The President highlighted the \$350 billion provided to intergovernmental partners through the Coronavirus State and Local Fiscal Recovery Funds. He stressed that the law created jobs and gave Americans "breathing room" as the economy recovers.

The President urged Congress to pass the *America COMPETES Act* (H.R. 4521). It is a top priority for strengthening our supply chains, ensuring our global competitiveness and fair competition, and encouraging businesses to bring manufacturing back to America. The Administration will promote access to good-paying jobs by expanding registered apprenticeships and training, expanding STEM programs at Historically Black Colleges and Universities (HBCUs), Tribal Colleges and Universities (TCUs) and Minority-Serving Institutions (MSIs). The President expressed his support for passage of the *Protecting the Right to Organize Act* (S. 420) and the *Public Service Freedom to Negotiate Act* (H.R. 5727). He also called on lawmakers to establish a national minimum wage of \$15 and a national paid family and medical leave program.

President Biden spoke on key investments authorized by the *Bipartisan Infrastructure Law* that will lead to a historic “infrastructure decade” rather than a mere “infrastructure week.” The law will support: the repair of 65,000 miles of roads and 1,500 bridges; 600 airport improvement projects, 500 Army Corps projects; 400 new water infrastructure systems or lead service line replacement projects; and the deployment of thousands of electric vehicle charging stations.

The President reiterated his prior appeals to Senators, urging that chamber's passage of *John Lewis Voting Rights Act* and legislation to provide Dreamers with a pathway to citizenship. Shifting to public safety and community violence, President Biden asked Congress to “fund the police” and stressed the importance of funding local law enforcement “with the resources and training they need to protect our communities.” He asked Congress to “come together to protect our communities, restore trust, and hold law enforcement accountable,” by passing the President's budget request for Fiscal Year (FY) 2022 appropriations, which calls for doubling the size of COPS Grant Programs. He pressed for legislation to require universal background checks for firearm purchases and hold more irresponsible gun manufacturers accountable.

President Biden ended his address on an optimistic note stating, “[t]his is our moment to meet and overcome the challenges of our time. And we will, as one people, one America — the United States of America.”



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MEETING DATE: March 18, 2022

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*