



LOCATION:

**RTC Administrative Building
1st Floor Conference Room
1105 Terminal Way, Reno**

**DATE March 20, 2020
TIME 9:00 a.m.**

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

I. The RTC 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. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

III. 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.

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

1. APPROVAL OF AGENDA *(For Possible Action)*

2. PUBLIC INPUT - Public Input - *please read paragraph II near the top of this page*

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the February 13, 2020, special meeting *(For Possible Action)*

Procurement and Contracts

- 3.2 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.3 Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers (NCE) to provide construction management for the Sun Valley Boulevard Corridor Project in an amount not to exceed \$598,113, authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.4 Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. ("ESE") to provide design services and optional engineering during construction for the Reno Consolidated 21-01 Project in an amount not to exceed \$487,080, authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.5 Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. to provide final design, bidding services and design support during construction for the Oddie/Wells Multi-modal Improvements Project in an amount not to exceed \$1,272,305; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*

- 3.6 Approve a resolution regarding potential sale of five remnant parcels to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno after completion of the Virginia Street Bus RAPID Transit Extension Project and contingent on approval from the Federal Transit Administration (FTA) and compliance with all applicable state and federal laws and regulations *(For Possible Action)*
- 3.7 Approve a Professional Services Agreement (PSA) with CA Group to provide design and optional engineering during construction services for the Newport Lane Rehabilitation Project in an amount not to exceed \$354,823; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.8 Approve a Professional Services Agreement (PSA) with Lumos and Associates, Inc. to provide design and optional engineering during construction services for the Kings Row Rehabilitation Project in an amount not to exceed \$692,030; authorize the Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.9 Approve a transfer of right of way from the Regional Transportation Commission (RTC) to the Nevada Department of Transportation (NDOT) that was previously relinquished to RTC for a portion of Double R Boulevard *(For Possible Action)*
- 3.10 Approve Change Order No. 11 (CO 11) increasing the total contract amount of the agreement with Granite Construction, Inc. (Granite) for Construction Work Phase 2 Southeast Connector, between Clean Water Way and South Meadows Parkway, by \$327,736 for a new total contract amount of \$158,588,256; authorize the RTC Interim Executive Director to execute CO 11 *(For Possible Action)*
- 3.11 Approve the purchase of one 2019 Ford Transit vehicle utilizing the State of Nevada Fleet Vehicles procurement contract in the amount of \$69,531 for Neighbor Network of Northern Nevada (N4) *(For Possible Action)*

~END OF CONSENT AGENDA~

4. ENGINEERING

- 4.1 Approve the proposed FY 2021 Program of Projects (POP) *(For Possible Action)*

5. GENERAL ADMINISTRATION

- 5.1 Discussion and possible action to approve, reject or modify the Executive Director Employment Agreement for William Thomas *(For Possible Action)*
- 5.2 Legal Issues - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened. *(For Possible Action)*

6. PUBLIC INPUT - please read paragraph II near the top of this page

7. DIRECTOR ITEMS

8. MEMBER ITEMS

9. ADJOURNMENT*(For Possible Action)*

**SEE NEXT PAGE for the BOARD WORKSHOP
to begin at the conclusion of the regular Board meeting**

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BOARD / SENIOR STAFF

**WORKSHOP – CANCELLED
WILL BE RESCHEDULED**

AGENDA

FRIDAY, March 20, 2020

Time Certain: 9:15 a.m.

I. The Sure Stay Plus Hotel 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. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Items 2 and 8. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

III. 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.

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

- ITEM 1 APPROVAL OF AGENDA (For Possible Action)
THE RTC CHAIR MAY RE-ORDER THE AGENDA IN ORDER TO ACCOMMODATE THE PUBLIC OR COMMISSION
- ITEM 2 PUBLIC INPUT - *please read paragraph II near the top of this page*
- ITEM 3 DISCUSSION OF RTC STREET AND HIGHWAY PROGRAM, INCLUDING THE FOLLOWING:
- REVENUE AND EXPENDITURE FORECAST
 - 2020 CONSTRUCTION PROJECTS
 - OTHER MAJOR PROJECTS IN DEVELOPMENT
 - 2050 REGIONAL TRANSPORTATION PLAN
 - SCHEDULE AND OUTREACH
 - PROJECT EVALUATION CRITERIA AND PROCESS
 - PAVEMENT PRESERVATION PROGRAM
- ITEM 4 PUBLIC INPUT - *please read paragraph II near the top of this page*
- ITEM 5 ADJOURNMENT (For Possible Action)



REGIONAL TRANSPORTATION COMMISSION

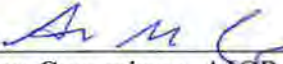
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 2

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:01 A.M.

February 13, 2020

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Ron Smith, Sparks City Council Member**

**Amy Cummings, RTC Interim Executive Director
Zev Kaplan, Special Counsel
Dale Ferguson, Legal Counsel**

PRESENT:

Kristina Swallow, Director of NDOT

The special meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chairman Lucey. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

Item 1 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion unanimously carried, Chairman Lucey ordered that the agenda for this meeting be approved.

Chairman Lucey acknowledged the passing of the former mayor of Reno, Bob Cashell, and held a moment of silence in honor of him.

Item 2 PUBLIC INPUT

Chairman Lucey 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. John Locke, RTC RIDE driver, suggested that Interim Executive Director Amy Cummings has the best qualifications for the Executive Director position. He did not believe Mr. Abul Hassan was qualified.

Mr. Morgan Trieger, representing the Truckee Meadows Bicycle Alliance, spoke on the qualifications that he felt were the most important for the next RTC Executive Director position as follow: One who will implement policies and procedures to implement a plan for a safer,

environmentally friendly and equitable transportation system. Some of these goals include zero fatalities, reducing greenhouse gas emissions from transportation and increasing alternative mode share. He would like to see a significant increase in bicycle ridership.

Ms. Joanna Trieger, representing the Truckee Meadows Bicycle Alliance, would like facilities built to encourage bicycling as a viable means of transportation by installing vertical or horizontal separation from vehicles to make riders feel safer.

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

Item 3 RTC EXECUTIVE DIRECTOR INTERVIEWS

Discussion and possible action to consider and interview the following applicants for the RTC Executive Director position: Cummings, Amy; Flansberg, John; Hassan, Abul; Hasty, Carl; and Thomas, William; select an Executive Director and provide direction as appropriate on negotiation of an employment agreement (For Possible Action)

Chairman Lucey said that he would walk everyone through the process that has been worked on for approximately two months. It is the process used by Chairman Lucey and Commissioner Hartung during the search and subsequent selection of the Washoe County Manager. He said there are five applicants for the position and those five applicants will all have equal time before the Board to interview in a public process. The candidate order was selected at a random order that the Chairman was given immediately prior to the start of the meeting.

The Chairman then requested voluntary sequestration of the candidates until it was their turn to interview. Following each interview, the candidates were welcome to stay for the remainder of the interviews. He then introduced Ms. Angela Reich, RTC Director of Administrative Services, who walked everyone through the process.

Ms. Reich said each candidate will be given a maximum of ten minutes to provide an introduction including background, capabilities and why they are interested in the position. Then each commissioner will ask questions and the candidates will be given a total of 15 minutes for response time. Ms. Denise Thompson, Board Clerk, will be watching the clock and stopping it any time a commissioner is speaking. Lastly, each candidate will be given a maximum of five minutes for closing comments, for a total of 30 minutes per candidate. Following the interviews, the Board will proceed to a nomination process.

Chairman Lucey then explained the nomination process, explaining that following all candidate interviews, the Board will have the opportunity to deliberate and then go through a voting process. Each commissioner was provided with a list of names on a ballot. Each commissioner will vote for two candidates, without prioritizing them, on the ballot, then sign the ballot. The clerk will then collect the ballots and read the names and the results of the voting process. If there is a clear winner, the commissioners will move forward with a motion to accept that individual. If there is not a clear winner and there is a tie, the commissioners will go to a second round of voting,

choosing one person between the two tied candidates. Chairman Lucey then asked by a nod of the head if the process was acceptable to the candidates. They all agreed.

The first candidate called was John Flansberg and the remaining candidates were taken to another room to wait their turn.

Candidate Flansberg was given ten minutes for his introduction and began with his history of graduating from Oregon State University in civil engineering then worked for Granite Construction as a project engineer, project manager and estimator. In that position, he worked for NDOT, the cities and other public agencies on million dollar projects and multi-million dollar projects, such as work on major freeways, work on the runway for the Top Gun program at the Naval Air Station in Fallon, and a large regional park in Gardnerville, amongst others. He then began working for Carson City in 1997, which was the year of major flooding in the region, so his first responsibility there was to report on the different areas of flooding he saw. This gave him a unique insight to the frailties of the public infrastructure in our area.

While at Carson City, Mr. Flansberg was the street superintendent and received his Professional Engineering certificate during that time. He also had the opportunity to be in front of the Regional Transportation Commission of Carson City and eventually became the lead staff person overseeing capital projects in the city in addition to his prior responsibilities. He also took over the operation of the Carson City landfill at that time. Mr. Flansberg stressed that he mentions this to show that he has extensive experience in both operations and construction.

During the 2000 Census, Carson City was determined to hold Metropolitan Planning Organization (MPO) status and Mr. Flansberg was tasked as the lead on that, working with Jerry Hall as a consultant who helped them to set up the MPO. This was a unique experience because Mr. Flansberg began working with federal highways and federal transit on their plan during this time. At the same time, Mr. Flansberg helped to implement their first transit system called Jump Around Carson (JAC), which is still in place today.

Following that position, Mr. Flansberg was hired by the City of Reno as the Deputy Public Works Director and worked in that position for four years before being promoted to Director where he has been for ten years, developing many relationships.

Mr. Flansberg explained how his thought process has changed over his career, stating that he used to focus solely on efficiencies of the operations, which evolved into a focus on the quality of projects, then wondering how good can we get with the work that we do, and finally, how do we develop the people. He then briefly discussed the work done on the Truckee River Bridge project. His thinking has now moved on to how to best collaborate with others, such as with the work done in the North Valleys with regard to the 2017 floods.

He then mentioned the changes in the RTC since he first came to Reno. It began with pavement preservation, which was what the voters asked for, and now the focus is on complete streets with an ADA focus. He concluded, saying he would like to see the RTC now move into more of a customer focus.

Chairman Lucey thanked Mr. Flansberg and explained that each commissioner would now have the opportunity to ask a question and he would have a total of 15 minutes for response time, not inclusive of when a commissioner is speaking.

Mayor Smith said Mr. Flansberg had a nice resume and application and gave a nice presentation. He then asked if there is anything in the RTC's future or currently happening with the RTC that would create a conflict of interest.

Mr. Flansberg responded, saying that when he was with Granite Construction, there was an opportunity for employee stock ownership, so when he moved on to Carson City, the first thing he did was to sell that stock and move it into a 401k. He didn't want it to look bad if he was awarding contracts and Granite was the low bidder.

He added that his son graduated as a civil engineer and because his dad is the director of public works, there would be a conflict for him to work for the City of Reno. So his son is working in Salt Lake City instead. Additionally, he provided reference names on his collaborative abilities if there is any concern about his being Reno-centric in his thinking.

Commissioner Delgado thanked Mr. Flansberg for his great presentation and resume, then asked how Mr. Flansberg would see the infrastructure changing according to his "health lens" to have better impacts on the overall health of our community.

Mr. Flansberg responded that he is proud of the plans for the Oddie/Wells corridor, which include a raised cycle track separated from a walking path and to have the lighting added for safety. Projects such as that one provide the opportunity to be more mobile and healthier. He would like to see more projects like that.

Commissioner Hartung thanked Mr. Flansberg for applying, then asked that given the growing needs of the region and the shrinking of fuel tax, even with indexing, how will he lead the organization to secure additional funding that will be required.

Mr. Flansberg said that the RTC of Washoe County is the envy of the nation because of the indexing that was done here. However, because more people are using electric vehicles who are also users of the roads, there needs to be a method to make sure they are paying their fair share as well. He would like to see the entire state, and even the entire nation, work together to come up with a solution.

Vice Chair Jardon said for the record that it has been an honor to work with Mr. Flansberg over the years, saying he is always professional, always ethical and she has always appreciated his even approach to matters. She then explained that input from the community was solicited to find out what they would like to see in their next RTC Executive Director and the responses were very diverse. She asked Mr. Flansberg for an example of a time when he brought together diverse individuals, entities, politicians, and funding to bring a project to fruition and be specific about each.

Mr. Flansberg said that the Virginia Street Bridge came to mind and that many people loved that bridge, so it was a challenge to replace the bridge so that it would be effective, do the job required and be something the residents would like and be proud of. This involved adjacent property owners, federal highways and the Army Corps of Engineers, and was the first time he had worked with multiple interests to collaborate on a project.

Mr. Flansberg also mentioned the Carson City freeway which provided an opportunity to have a freeway with a storm water “backbone” underneath it to mitigate flooding in the valley. He was the chief liaison, coordinating with the state and seeing it to almost completion as it was finished one year after he left Carson City.

Chairman Lucey said he has had the opportunity to serve with Mr. Lee Gibson, the prior executive director, who taught him about the federal and state challenges on various projects and in daily business. He then asked if Mr. Flansberg were to become the executive director, how would he deal with the federal challenges as it pertains to funding, securing grants and working on legislation with both the federal and state governments.

Mr. Flansberg said that today, his role has been to see what the federal legislation comes out with and to tie the needs of the community and projects to whichever funding type they may fit into. He believes it’s important to be creative in finding those funds and how to make them work for the existing needs. He added that the challenge is to communicate the needs to those who are making policies, and working with our delegation for projects today and for future projects. Additionally, it’s important to see what the federal government is looking for in the nation and match them up.

Vice Chair Jardon said the RTC struggles to marry limited funds with ever growing transit needs because fuel tax may not be spent on transit. She then asked, from a financing and a technology standpoint, how Mr. Flansberg would help the RTC move forward to meet those growing needs.

Mr. Flansberg said he really likes the microtransit program and has looked into that a bit. However, it can be difficult to find where the most need is for microtransit, so bringing it into the larger hubs as quickly as possible is important. He added that with regular transit, it’s important to look at speed and passenger convenience, frequency, and potentially adjusting coach size according to need. He said more support is also needed from the voters to add transit revenue, and potentially adding some type of boutique service provided at a higher cost that could offset other expenses.

Commissioner Delgado asked what immediate steps Mr. Flansberg would take to improve pedestrian safety.

Mr. Flansberg said better lighting and crosswalks are needed, more education is needed and more flashers for crosswalks to make vehicle drivers more alert. He believes some of the improvements currently being done are good, but street design is also important, such as adding speed humps in school zones, etc.

Chairman Lucey said that the question and answer period had concluded and Mr. Flansberg then had five minutes for final comments.

Mr. Flansberg said if you want to know how something works, follow the money. The RTC budget has three programs and the street and highway portion of the budget is 62% and public transportation is 36%. Planning is only 2% of the budget but it is extremely important.

He has experience in both the construction side and the owners side of projects, and what can be done to make them better. On the transit side of things he has operations experience and had set up the transit system in Carson City while collaborating with Jacob Snow in Las Vegas and Greg Krause here at RTC Washoe, as well as other transit providers in the region. He has experience in planning of projects and project development, so he is not intimidated by that process. He added that he is regionally minded and will collaborate with all regional entities.

Lastly, the customer experience is extremely important while planning transit routes or congestion mitigation plans. It's important to have them say what they want for our region as well. He would like to have a collaboration with the regional entities to come together and make project decisions and improvements.

Chairman Lucey then concluded Mr. Flansberg's interview and said candidate Abul Hassan, would be brought in next.

Candidate Hassan was given ten minutes for his introduction and he first disclosed that any opinions or feelings that he shares during this interview are his own with no affiliation to Keolis, who does business with the RTC, or in relation to any conversations within the RTC.

Mr. Hassan began his career in Maryland and put himself through college by driving buses. He then began working for the DMV as a statistical analyst, running state stats. That job then turned into a project manager position. He implemented a capital infrastructure for the state, one was the vehicle emissions inspection program and the other was a queuing system which allowed an individual to perform multiple transactions at the DMV. He worked a second job for the State of Maryland at the same time, then became a director with the state. His goal is continuous improvement for the core base who is reliant on the use of any specific design.

Next, Mr. Hassan moved to Alaska for a position and within one year, was promoted to run the transit agency. The population is 300,000 and Anchorage is the MPO. During a recession in funding, Mr. Hassan and his team were able to increase transit by changing the system to a gridline system.

Mr. Hassan then moved to Hawaii and became the head of the DMV.

Chairman Lucey thanked Mr. Hassan and explained that each commissioner would now have the opportunity to ask a question and he would have a total of 15 minutes for response time, not inclusive of when a commissioner is speaking.

Mayor Smith asked if Mr. Hassan was in his Hawaii job less than a year.

Mr. Hassan said yes and said he's taken many risks in his career, always to better himself, and he left Hawaii because the position had opened up with Keolis here at the RTC.

Mayor Smith then asked if there is anything in the RTC's future or currently happening with the RTC that would trigger a conflict of interest.

Mr. Hassan said there are none that he is aware of.

Commissioner Delgado thanked Mr. Hassan for his presentation and asked how would he see the infrastructure changing according to his "health lens" to have better impacts on the overall health of our community.

Mr. Hassan responded that the decisions that are made for every project, and how a city is built, will determine the effect on our children and their children. His focus in this position would be on building livable communities. He also said everyone should ask themselves how much value they bring to a community.

Commissioner Hartung thanked Mr. Hassan for his presentation, then asked that given the growing needs of the region and the shrinking of fuel tax, even with indexing, how will he lead the organization to secure additional funding that will be required. He then listed several areas of the community who currently have no transit service.

Mr. Hassan said that when he looked into the history of the RTC he noticed that the agency had taken the position to not chase the sprawl from a development cycle standpoint. Because many people cannot afford to live in the city core where they work, they are forced out to the urban areas and then pay to drive back to their work location. He continued, asking where we would get the most bang for the buck while providing a needed service. He believes there is a "right size" plan for every community. He also believes that VMTs must be looked at as an additional funding source as well as partnering with private businesses.

Vice Chair Jardon welcomed Mr. Hassan to the community and explained that input from the community was solicited to find out what they would like to see in their next RTC Executive Director, and the responses were very diverse. She asked Mr. Hassan for an example of a time when he led the effort to bring together diverse individuals, entities, jurisdictions, federal representatives, and funding to bring a project to fruition and be specific about each.

Mr. Hasson replied that in Anchorage it is an oil based community and were in a state of recession while he was running the transit system, so he had to be creative while at the same time being in competition with EMS and Fire for funding, and transportation always fell to the bottom. His innovation was bringing businesses into the fold with discussion of equitability, funding distribution and service related to their clientele. Additionally, he reached out to the FTA to find out how to utilize the federal assets (capital) that they had. In this case it was infrastructure to talk about leasing a portion of and putting the revenue to better use. What happened was that the mall

property they had partnered with was unable to use the federal funding, so it was diverted to the transit system and they were able to build a transit center on the mall property. Another example he gave was to partner with the university in Anchorage and provide service to them instead of them funding their own separate service.

Chairman Lucey asked how, in the executive director role, Mr. Hassan would bring a level of understanding of federal grants, policy issues, labor matters, CMAQ funds, and working with NDOT.

Mr. Hassan said to follow the money and find out where it's going in the state and region, and the job of the executive director is to continue to facilitate those conversations with the Board. He would utilize the knowledge base at his disposal and utilize what he's learned at other locations.

Chairman Lucey said that the question and answer period had concluded and Mr. Hassan then had five minutes for final comments.

Mr. Hassan said he appreciates the opportunity to be interviewed and realizes that his resume is different from the other applicants and hopes that his multiple job and location changes are more a reflection of his age rather than his experience. He believes Lee Gibson hired the correct people around him to make the agency successful and is very impressed with the pool of talent available. He would continue to utilize the existing talent and facilitate their unique talents. His philosophy is that being poor, having a disability or being a senior is not a crime and they are the silent majority to be listened to. Anything that can be done to lift them up to a better position than they may currently be in should be done. He then mentioned several of the challenges in our area.

Chairman Lucey then concluded Mr. Hassan's interview and said candidate Amy Cummings would be brought in next.

Ms. Cummings was given ten minutes for her introduction and she began by saying what a great honor it has been working with the board members. She then reviewed accomplishments made in the previous two months since Lee Gibson retired, such as the evacuation of the Villanova maintenance facility due to a hazardous materials spill, leading the workshop on transit and pedestrian safety, working on the budget process, and working with Chairman Lucey on preparing agendas. There have also been multiple outreach events, so things have been kept on track and moving along.

Ms. Cummings has been with the RTC for over nine years and believes her experience makes her uniquely qualified as she is very familiar with the financial and legal capacity and projects and services offered, so would be able to step in and do the job on day one. As the MPO, transit agency and street and highway builder, the RTC is a unique organization and she has experience in all of those aspects. She became the deputy executive director in 2018 and has been involved in all aspects of budgeting, administrative services and project delivery and planning. Her priority has been to focus on relationships with partner agencies and to strengthen them. Community outreach has also been a priority in everything done at the RTC.

Under Ms. Cummings leadership, awards have been received for the Sustainability Plan, the Complete Streets Master Plan, and the USDOT award was received for the 4th/Prater project and the Regional Transportation Plan. The MPO certification review by the FHWA and FTA just occurred and eight commendations were received. Ms. Cummings lead the efforts to obtain over \$60 million in competitive discretionary grant funds, which includes the 4th St/Prater Way, Virginia Street and the Sutro complete street projects.

Ms. Cummings continued, saying that prior to the RTC, she worked in the private sector for Parsons Brinkerhoff, most recently as the planning manager. When she started, she was focused on GIS, technical planning and environmental analysis. She worked on many projects across the country, such as I-69, major transit and light-rail projects in Houston and Memphis, as well as several projects for RTC of Southern Nevada. Upon completing graduate school, Ms. Cummings worked for the Metro Nashville Davidson County planning department, working on long-range land use planning, sub-area plans, corridor plans, and the redistricting of their 30 council districts after the 2000 Census. She has an undergraduate degree from Florida State University, a Master's degree in community planning from University of Maryland, College Park, and a Master of Arts and History from UNR, Reno, with a focus on transportation history.

She discussed her experience and knowledge of the RTC, including the regulatory framework, the FAST Act, state provisions, and the requirements for performance based planning programs, as well as the required documents. She is also very knowledgeable about the FTA process and partners at Region 9, along with USDOT headquarters.

Lastly, Ms. Cummings mentioned her familiarity with upcoming studies and areas of interest for the RTC and her creative and collaborative approach to problem solving. She wants to serve as the executive director because she has a great love for the RTC as an organization, for the mission and the staff, and she has been inspired by how many staff who have wished her well. There is an excitement for the work done at the RTC and the mission ahead.

Chairman Lucey thanked Ms. Cummings and explained that each commissioner would now have the opportunity to ask a question and she would have a total of 15 minutes for response time, not inclusive of when a commissioner is speaking.

Mayor Smith thanked Ms. Cummings for her presentation and all the hard work she's put in at the RTC. He then asked if there is anything in the RTC's future or currently happening with the RTC that would trigger a conflict of interest.

Ms. Cummings said she would not anticipate any type of conflict arising.

Commissioner Delgado asked how Ms. Cummings would see the infrastructure changing according to her "healthcare lens" to have better impacts on the overall health of our community.

Ms. Cummings said the RTC has been working with the Washoe County Health district for the nine years she's been here to integrate the community outreach and messaging of transportation infrastructure and the benefits to public health. One of the RTC's guiding principles is to provide

safe and healthy communities, which are directly connected. She then expounded on some of the ways the RTC integrates those multimodal options, such as on the 4th/Prater and Oddie/Wells projects, amongst others.

Commissioner Hartung thanked Ms. Cummings for her presentation, then asked that given the growing needs of the region and the shrinking of fuel tax, how will she lead the organization to secure additional funding sources and then prioritize them throughout the region for a balanced level of growth.

Ms. Cummings said that staff is in the process of updating the Regional Transportation Plan and will be using a performance based process for prioritization, such as crashes by corridor, traffic congestion, pavement condition, etc. The metrics will be shared with the Board to help them understand what the priorities are. The RTC also leverages its fuel tax to enhance the transit system in any way that is allowed, such as for accessible sidewalks and bus stop improvements. The RTC is also part of the Interim Legislative Committee (SCR3) which is looking at increases in electric vehicles who do not pay user fees for the roadway system. So options are being looked at to add some type of fee for electric vehicles which will rise as the fuel tax falls. The RTC will most likely be participating at the national level as well.

Vice Chair Jardon thanked Ms. Cummings for all of her efforts and hard work at the RTC. She asked Ms. Cummings for an example of a time when she led the charge to bring diverse individuals, entities, jurisdictions, and politicians together, and acquired funding to bring a project to fruition.

Ms. Cummings responded that the 4th Street/Prater Way corridor was the first project that she worked on when she began working for the RTC. She helped to facilitate the process for a corridor study and made sure staff was working with businesses and residents, the cities of both Reno and Sparks, and transit customers. Many of the businesses and residents were interviewed to capture their stories for the history of the corridor which was made available to the public through the station designs. Those entities were brought together through the planning process that continued during the environmental phase. Ms. Cummings was the lead writer for the TIGER Grant funding for \$16 million to fund the project in addition to the Small Starts grant funding for the additional \$6.4 million needed to complete the funding package.

The corridor is open and working efficiently, so accomplished what staff set out to achieve.

Chairman Lucey thanked Ms. Cummings for participating in this process and acknowledged that she has served the RTC for many years in a fashion above most. He then asked, as the new face of the organization, how she would deal with developing relationships with both the federal government and the state, addressing policy needs that will impact the Washoe RTC for years to come.

Ms. Cummings said there is a very exciting opportunity right now due to the governor's priority for reducing greenhouse gas emissions, so NDOT is speaking more openly and forcefully about supporting transit. So as part of this interim legislative committee, one of the topics is how do we

offset the loss in fuel tax because of electric vehicles, and that doesn't hurt transit needs statewide. The upcoming legislative session should be very interesting and RTC wants to be engaged there. At the federal level, staff continues to work with the delegation as needed for projects, such as the Virginia Street grant. The Shared Federal Framework is working to meet with the delegation and others at the federal level, working with The Porter Group and Cardinal Infrastructure. Staff continues to reach out to partners at NDOT, at FHWA, and at Region 9 of the FTA, who are absolutely with us. They also continue to reach out to the DOT for grant applications.

Commissioner Hartung asked how Ms. Cummings will address transit and multi-modal opportunities to reduce VMTs in places such as Spanish Springs, where nearly 1/3 of Sparks has no public transit, and other areas such as the North Valleys, Verdi, Southwest Reno who are also in need of transit.

Ms. Cummings said that the opportunity is available today because of the growth in our sales tax revenues. The RTC has been able to replenish transit reserves and there will be an upcoming item to move forward with a service change which includes a microtransit demonstration in the North Valleys and Spanish Springs. The Sparks microtransit demonstration has been a great success and passengers who have never used transit before are utilizing the system. There is an incremental plan to install microtransit in the Somerset/Verdi area and a long-range vision plan to extend the RAPID on S. Virginia Street down to the Summit Mall. A funding package will be needed to accomplish that one.

Chairman Lucey asked Ms. Cummings how, as executive director, would she change and nurture the culture within the RTC in a positive manner and help provide for new innovations.

Ms. Cummings said the culture at the RTC is already a great one and her predecessor set the bar high in terms of a collaborative workspace. She would like to build on that and continue the work being done pertaining to a respectful workplace, continue the diversity training that has begun, and professional development of staff. The public outreach component is the centerpiece of everything the RTC does, so that will continue to grow.

Chairman Lucey said that the question and answer period had concluded and Ms. Cummings then had five minutes for final comments.

Ms. Cummings expressed how grateful she is to be amongst the great group of candidates who have the opportunity to interview with the Board. She is very excited for what is in store for the RTC and wants to continue to lead the RTC as they embark on this period of change to implement the many important and needed projects that are on the horizon, such as transit service to Spanish Springs and the North Valleys, in a way that has never been possible to provide before. She mentioned several other transformative projects under way or in the works and added that the RTC is also involved in looking at new ways public transit can help combat human trafficking in our region.

She believes her knowledge and experience with the organization, the regulatory framework that the RTC operates within, and the programs and services, should position her well to implement the

vision of the Board as we move forward. She looks forward to continuing to work with the Board, no matter the capacity, and appreciates the opportunity to interview.

Chairman Lucey then concluded Ms. Cummings' interview and said candidate Carl Hasty would be brought in next.

Candidate Hasty was given ten minutes for his introduction and started by saying that out of the five candidates, he is the only one who does not currently work in valley, although he is a long-term resident of Washoe County and has been interactive with the RTC over the years when he was the deputy in Tahoe and was addressing their MPO authority in the early 2000s. He said he was envious and in awe of the ballot initiatives entered at the legislature at the beginning of the Great Recession, how the public responded and how it helped the RTC get through such a tumultuous time.

He went on to say that in Tahoe, they are experiencing the challenges of growth of the region but in a different manner than Reno. They are the "back yard" for many of the residents here and on the California side. Visitation is heavy, they are the marketing for this area and are a big asset for this area. He said the RTC has been a good organization, they have a rich history and he would like to be a part of it, which is his interest in the job.

He has a lot of experience in working with federal partners, state DOTs, etc., because their complexities may be a little more than down here. They are a bi-state district with a board of 11, six local governments, three private sector slots and two state DOTs who are ex officio. They will soon go to a board of 15 with two governor appointees and one appointee from TMRPA to address what needs to be done at Tahoe. He explained the differences between Tahoe and the RTC as well as the similarities with regard to federal and state partnerships. Mr. Hasty also provided information on some of the large projects he has been involved with and the complexities of getting them done.

Lastly, Mr. Hasty thanked the Board for the opportunity to interview and wished them luck in their decision.

Chairman Lucey thanked Mr. Hasty and explained that each commissioner would now have the opportunity to ask a question and he would have a total of 15 minutes for response time, not inclusive of when a commissioner is speaking.

Mayor Smith said he is impressed that Mr. Hasty has stuck with the Tahoe area for 11 years. He then asked if there is anything in the RTC's future or currently happening with the RTC that would trigger a conflict of interest.

Mr. Hasty responded that there is no reason he can see that would trigger a conflict of interest.

Commissioner Delgado thanked Mr. Hasty for applying and interviewing for the position, then he asked how would he see the infrastructure changing according to his "healthcare lens" to have better impacts on the overall health of our community.

Mr. Hasty said that transit provides so much to our quality of life by providing access to services, jobs, recreation, and health that's needed. It also contributes to the economic vitality of the community and if done well, can serve all of these needs. He believes the RTC has an obligation to follow a multi-modal approach to offer people choices about where they are going and how they will get there. He believes transit and multi-modal infrastructure is the future of our region and the challenge is the public and political support to finance these options.

Commissioner Hartung thanked Mr. Hasty and agrees with Mayor Smith about staying in Tahoe and getting things done. He then asked that given the growing needs of the region and the shrinking of fuel tax, how will he lead the organization to secure additional funding sources and then prioritize them throughout the region for a balanced level of growth.

Mr. Hasty said this is the difficulty for every community. At the federal level, with a shrinking federal expenditure, it falls into the hands of the community to generate the revenue gap to fulfill the RTP. The state level of funding needs to be looked at as well as local funding and federal support. These things all preserve existing funding but other options need to be found by educating the public and getting their input and suggestions.

Vice Chair Jardon thanked Mr. Hasty and said that he is the only candidate that she had never met. She told Mr. Hasty that she's been asking each candidate for an example of a time when she led the charge to bring diverse individuals, entities, jurisdictions, and politicians together, and acquired funding to bring a project to fruition, but does not feel the need to do that with him. Instead, she asked if she spoke with any individuals who work for Mr. Hasty now or in the past, what would those individuals say about him.

Mr. Hasty responded that they would, hopefully, say he is not a micromanager and likes a team who is competent, confident, willing to stretch themselves and grow, and are engaged in how they provide value in what they do for the community. He added that their success is the demeanor with which they conduct their business. He supports growth in his staff and appreciates them as a team because people can thrive if it is the right team.

Vice Chair Jardon asked Mr. Hasty why he wants to leave Tahoe.

Mr. Hasty said he struggled with making the decision to apply, but the challenges here are extremely attractive and this is his home. He understands the inter-regional aspect of the work and the importance of those working relationships.

Chairman Lucey thanked Mr. Hasty then asked, as the new face of the organization, how he would propose to develop relationships with both the federal government and the state, addressing policy needs that will impact the Washoe RTC for years to come.

Mr. Hasty said it is critical for the RTC to be competitive and cognizant of the fact that this area is not particularly large as compared to other communities around the country. It's important to work with the Governor's office and working collaboratively with the other MPOs in the state. It's

also important to work with the elected officials both here and at the legislature, especially with the recent initiative to reduce greenhouse gases because transit is the answer, and continuing to work with the federal delegation and lobbying groups in DC for a bipartisan solution.

Chairman Lucey said that the current administration at the state is very different from the administration in the federal government and the legislatures. He then asked what skills and traits does Mr. Hasty have to balance those different positions.

Mr. Hasty said that in his current position, it is his job to keep an eye on the bigger picture and the outcome. He added that the political arena is absolutely critical, as is the public arena, because the public does not always hear the message in the same way, so it must be customized for all to understand.

Commissioner Hartung said that the transit scenario in Tahoe is very different in that it is very tourist oriented with much less commuter traffic. With that said, he asked how Mr. Hasty would address the transit needs in this area with the understanding that places like Spanish Springs, the North Valleys, Verdi, and Southwest Reno do not currently have any transit at all. Also, would rail be a solution for consideration.

Mr. Hasty said rail would not immediately be considered because it has limits and can be very expensive, but is worth looking at for future options. However, no stone should be left unturned, so everything must be on the table for consideration. He added that Tahoe does inter-regional transit to/from Minden and Gardnerville, so there is more commuter traffic than one would think. They are looking at passenger ferries as a transit option to get around the lake instead of using the highway. Creative solutions and informed decision making must be involved.

Chairman Lucey said that the question and answer period had concluded and Mr. Hasty then had five minutes for final comments.

Mr. Hasty hoped that he showed what he has to offer, adding that he has a track record of building and keeping critical relationships that are critical to the achievement of goals, a reputation of integrity and vision, and a reputation for building and keeping a great and competent team who are motivated by doing the greater community good. He has also been accused of being creative, persistent and is practiced at understanding and communicating with many of the public that the RTC must engage with, and understands the leadership role required to keep the RTC competitive. He thanked the Board for their time and consideration.

Chairman Lucey then concluded Mr. Hasty's interview and said candidate Bill Thomas would be brought in next.

Candidate Thomas was given ten minutes for his introduction and started off saying that he is very honored and humbled by the opportunity to interview for what he considers one of the most important executive leadership positions in our region. He has worked with each of the commissioners in different ways over the years so wanted to take this opportunity to explain who he is as a person and provide the breadth of his experience. He started, explaining that his first job

out of college was for local government as a planning technician and that he learned the most important attribute of being a good public servant from that job was to be responsive to the public. This has become a fundamental way he does business and one that he believes has made him successful in his career.

Mr. Thomas continued, saying that for the past eight years, he has served as the assistant city manager for the City of Reno, then explained that he was asked by the council and the mayor to step in as the acting city manager for approximately ten months when the city was going through a leadership crisis. His task was to bring back some normalcy and a sense of trust back to leadership. He learned much about himself and it gave him the opportunity to help some of the employees. In that role, he developed the City's more than \$300 million budget and led the City through the winter flood of 2017, as well as a major social conflict that occurred under the arch around Columbus Day.

As assistant city manager, Mr. Thomas is responsible for all the functions that the City of Reno does that would be parallel to this executive director position for RTC. He is responsible for executive leadership and accountable for the public works department, which does all of the roadway planning, construction and maintenance, design, traffic engineering and traffic management for the City of Reno. He is also responsible for the planning functions of the City, including the development of the Master Plan, the City's involvement in the Truckee Meadows Regional Plan and the City's role in the development of the Regional Transportation Plan. Additionally, he is responsible for the Neighborhood Services department, which provides all communications and media interactions for the City of Reno, and the Information Technology department which provides the platform and hardware management for the City's technology. Lastly, the property manager is one of his direct reports.

Mr. Thomas continued, saying that prior to working for the City, he was employed as a vice president of a civil engineering firm in our community. During that time, Mr. Thomas lead multi-disciplinary teams that were made up of planners, engineers, surveyors and other design professionals, and most projects had a transportation component to them. He lead the team who wrote the City's first traffic impact fee and as a part of that project, he lobbied the legislators to implement legislation for impact fees.

Mr. Thomas also ran his own business for four years which taught him self-reliance. He believes that any great leader has to get past fear and uncertainty and the only way to do that is with self-reliance and self-comfort.

Most recently, Mr. Thomas was responsible for the development of a new \$33 million safety center; funding and construction of a \$4 million police station, creation of a \$250,000 Clean and Safe team to help with health issues in encampments, and led the group that transformed the Transitional Governing Board on Homeless into the Community Homeless Advisory Board. Mr. Thomas named several other public programs and projects that he has either led or been a part of, including the University Gateway project. In addition to public work, Mr. Thomas worked with two private individuals to conceive the Village on Sage Street project. Lastly, Mr. Thomas led the team that developed the City's first Master Plan in 20 years, called the Reimagine Reno Project.

In closing, Mr. Thomas said he is very passionate about this community and this is his home. He believes this position is one of the most important leadership positions in developing our community. His career and experiences put him in a unique position to be able to help the RTC be successful and that is why he is a candidate for this position.

Chairman Lucey thanked Mr. Thomas and explained that each commissioner would now have the opportunity to ask a question and he would have a total of 15 minutes for response time, not inclusive of when a commissioner is speaking.

Mayor Smith thanked Mr. Thomas for his presentation and asked if there is anything in the RTC's future or currently happening with the RTC that could trigger a conflict of interest.

Mr. Thomas responded that he doesn't believe so, but does know that there has been some concern expressed publicly. He explained that he worked for four years helping to develop a piece of property called Evans Ranch. As part of his compensation for that effort, he was offered an opportunity for a percentage of the profits if that property developed, which is not uncommon. He was never given any ownership or right to the property. He added that when he was hired at the City, he spoke with the City Manager and disclosed this fact to him. The City Manager said it was not an issue or a concern on his part. The City Attorney also said that there was no conflict of interest and issued a letter stating as such. Mr. Thomas said that for over eight years he has publicly disclosed the fact that he had the relationship with regard to this property. Additionally, he has excused himself from all conversations relating to Evans Ranch. He feels very comfortable that there is no conflict and offered, should he be hired, to sit down with RTC's attorney to disclose all facts related to that partnership and present the agreement if needed. He also said he would give it up if he's told it was necessary; however, he believes it is something that he earned and that his family has a right to.

Commissioner Delgado thanked Mr. Thomas for his presentation and for considering the position at the RTC. He then asked how Mr. Thomas would see the infrastructure changing according to his "healthcare lens" to have better impacts on the overall health of our community in terms of the RTC's initiatives and projects.

Mr. Thomas said he would start with the direct connection of the transportation system for those who don't have a choice or another alternative to get to medical care. Access is a necessity for those services and a taxi may not always be affordable. Secondarily, he would try to create an environment where people would either walk or ride more because it helps long-term. Lastly, the pedestrian safety issue cannot be ignored because the injuries and deaths for pedestrians has been going up. He added that the RTC should meet with the healthcare providers to see to what degree the RTC can help people get the critical services they need.

Commissioner Hartung thanked Mr. Thomas and said his background speaks for itself. Then he asked that given the growing needs of the region and the shrinking of indexed fuel tax, how will he lead the organization to secure additional funding sources and then prioritize them throughout the region for a balanced level of growth.

Mr. Thomas responded that this is the biggest issue the region is facing, so we should look at how we are doing things because over time, any organization can develop inefficiencies and processes that made sense at one point but no longer do. He said he would also look at the local governments to see if there is an overlap where multiple entities are all spending staff time to accomplish the same goal. There may be efficiencies in one of the other entities could be helpful. Funding the operation and maintenance of transit is the big issue, so maybe it would be a good time to step back and tell the community the story of what the benefit of transit is. The value of transit needs to be explained, such as how it benefits the citizen who needs healthcare or needs to get to their job and has no other way to get there. It doesn't matter whether the money is federal, state or local money because it is still the people paying for it. He added that it can be a challenge because of the gas tax and the shrinking revenues as more electric vehicles are used.

Vice Chair Jardon thanked Mr. Thomas and said she appreciated Mayor Smith's question pertaining to the alleged conflict of interest and the response given because it has never been hidden and should not have needed to be a subject of discussion for today. She then asked Mr. Thomas for an example of a time when he has led the effort to bring diverse individuals, entities, jurisdictions, and politicians together, and acquired funding to bring a project to fruition.

Mr. Thomas said that downtown Reno needed to have something done about the continuing blight and degradation, so he got the initial authorization from the City Council to explore changing what was an assessment district for many years into a new tool called the Business Improvement District. He led a group of staff to get that done on time and led a very diverse group of people to sell a "self-tax" to deal with some of the blight in the area. It was made up of the stakeholders and residents of the downtown area, but also included the City Council, County Commission and a pretty broad group of people to address what was needed. Ultimately, Reno beat Las Vegas who started the same initiative before Reno. This led to the Reno Downtown Partnership and ultimately, the ambassador program.

Secondly, the City of Reno got a grant from IBM which was given to only seven places in the world. It could have been only a City of Reno matter, but Mr. Thomas and some others decided this would only have value if it was done regionally. This project ended up involving the three entities, the University and the school district, who decided that the region needed a new theme. Eventually, it was agreed that the region needed to be a knowledge-based economy.

Chairman Lucey said that the RTC is a very self-reliant organization; however, often has to work with the state and federal government, such as FTA, DOT, FHWA, and many organizations and their leadership administrations. He then asked Mr. Thomas how he sees himself being an advocate of the RTC in those arenas and maintaining the balance when there is a multitude of different opinions, and making sure that the focus and the goals and mission of the RTC are realized.

Mr. Thomas said he would start by saying with all of his professional experience and as a person, he feels like he has a talent for working with people to gain their trust and respect. He believes that is the most important thing in his experience when dealing with anyone. The initial conversation and contact and developing of a relationship is really what's meaningful. Graphs

and technical speak won't cut it if you do not make a connection with the person you are speaking with. It is important to show how whatever the item is that you are lobbying for or trying to get approved benefits the people of our area. At the end of the day, they know they are representing the same people that we are, so it's important for them to believe that we will perform based on what we tell them is most critical. At the state level, it's basically the same thing but more focused because there is the need for competing for resources with other regions.

At the local level, there should be a formula and a method everyone agrees on and figure out what the level of interest or consequence is if we don't help our partners.

Chairman Lucey said that the question and answer period had concluded and Mr. Thomas then had about four minutes for final comments because he had run over on Q&A.

Mr. Thomas said he really is excited about this opportunity and this is a peak time for our community with many people interested in investing. The question is what do we do with that, and Mr. Thomas believes it is the regions shining moment to shape the future. Transportation makes up 80% of our infrastructure, so how we build it, where we build it and how we use it is important. He realizes that the needs far exceed our resources, so it is mandatory to work together with our delegation, regionally with the state legislature, and with the neighboring counties to come up with solving very complex problems. Because he has worked with pretty much every board and commission in our region, he believes the RTC Board of Commissioners are the group who has demonstrated the greatest ability to cooperate and coordinate, which is critical and requires leadership, so he wants to be a part of that and thanked the commissioners for the opportunity.

At this point, Chairman Lucey asked if there were any public comments signed in for this item and the clerk confirmed there were none. He then opened the process to a brief deliberation and then will move on to the voting process.

Vice Chair Jardon thanked everyone who has participated in this entire process to get some great candidates in for interviews. She added that no matter who is chosen, we as a community will have a part in shaping where we live. She explained that she personally uses a four-pronged approach in her decision process. She considers education, experience, how the interview went and her gut feeling. Then she weighs those topics and ranks, which she had done.

Commissioner Hartung said the following comments are in the order the candidates were interviewed:

- Mr. Flansberg has a robust transportation background and he liked several of the positions that he takes.
- Mr. Hassan has a diverse background as a driver and a capital projects manager in Hawaii and Alaska, and now works for the RTC at Keolis. He also had mentioned that he is a facilitator, not a planner or engineer, which the commissioner found interesting.

- Ms. Cummings has a wealth of knowledge in the organization that is unsurpassed and he appreciates what she brings to the table; it is very impressive.
- Mr. Hasty has experience working with multiple agencies and organizations and understands how to fill revenue gaps. He would bring a lot to the table.
- Mr. Thomas has good leadership skills and understands what challenges are going to be faced in the future with regard to funding needs and resources. He has a good grasp of understanding and leadership skills on par with anyone in the region.

Commissioner Delgado thanked all the candidates and said it's interesting that everyone is local even though a national search was done. He believes that we will be in good hands no matter who is chosen. He takes the same matters into consideration as the Vice Chair and thanked everyone for going through the process and applying.

Mayor Smith thanked the candidates for their individual responses and ideas, as it proves they think regionally. This is a regional entity so it's important to think regionally. He added that every candidate deserves to be the executive director but they can only pick one.

Chairman Lucey shared the same sentiments and believes it's been a wonderful process. He added that the amount of professionalism demonstrated through this arduous process has been tremendous. He then thanked the candidates for taking the time out of their busy days to go through this process and it's impressive to see the wealth of knowledge in this room. For him, the best leader is all about the person, not the job. He then thanked everyone for participating.

Next, he asked all commissioners to choose two candidates on the ballot in front of them and then sign the bottom of the sheet. RTC's special legal counsel for this recruitment will then collect the ballots and deliver them to the clerk who will tally the ballots and place them on the screed to be read off.

Board Clerk Denise Thompson tallied the votes as follow:

Commissioner Hartung: John Flansberg and Bill Thomas

Vice Chair Jardon: Amy Cummings and Bill Thomas

Mayor Smith: Amy Cummings and Bill Thomas

Commissioner Delgado: Bill Thomas and John Flansberg

Chairman Lucey: Carl Hasty and Bill Thomas

While the clerk entered the votes onto a spreadsheet to display on the screen, the Chairman said that by his count, there was a clear nominee for the position which is Mr. Bill Thomas. He then made the following motion:

Enter into negotiations with Mr. Bill Thomas as the next executive director of the Regional Transportation Commission of Washoe County, and the Chairman and Special Counsel Zev Kaplan will negotiate the terms of the contract to be ratified at the next Board meeting of the RTC.

The motion was seconded by Commissioner Hartung and upon the vote, passed unanimously.

Mr. Thomas thanked his peers for being there and for participating in the interview process.

Item 4 *PUBLIC INPUT*

Chairman Lucey 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.

Before adjournment, everyone sang happy birthday to the Chairman.

Item 5 *ADJOURNMENT*

There being no further business to come before the Board, the meeting adjourned at 12:34 p.m.

BOB LUCEY, Chairman
Regional Transportation Commission

DRAFT





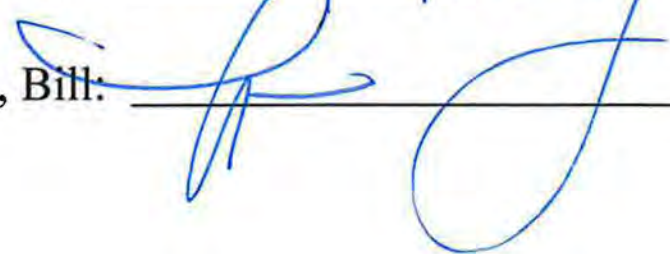


REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

RTC Executive Director Appointment Check-in Sheet
February 13, 2020 (Alphabetical Order)

- Cummings, Amy: 
- Flansberg, John: 
- Hassan, Abul: 
- Hasty, Carl: 
- Thomas, Bill: 



REGIONAL TRANSPORTATION COMMISSION

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RTC Executive Director Appointment Ballot
Commissioner Vaughn Hartung
February 13, 2020 – Nomination Round 1

Amy Cummings

John Flansberg

Abul Hassan

Carl Hasty

Bill Thomas

Signature: RTC Commissioner Vaughn Hartung

A handwritten signature in blue ink, appearing to read "Vaughn Hartung", is written over a horizontal line.



REGIONAL TRANSPORTATION COMMISSION

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RTC Executive Director Appointment Ballot
Vice Chair Neoma Jardon
February 13, 2020 – Nomination Round 1

- Amy Cummings
- John Flansberg
- Abul Hassan
- Carl Hasty
- Bill Thomas

Signature: RTC Vice Chair Neoma Jardon

A handwritten signature in blue ink, appearing to read "Neoma Jardon", is written over a horizontal line.



REGIONAL TRANSPORTATION COMMISSION

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RTC Executive Director Appointment Ballot
Commissioner Ron Smith
February 13, 2020 – Nomination Round 1

Amy Cummings

John Flansberg

Abul Hassan

Carl Hasty

Bill Thomas

Signature: RTC Commissioner Ron Smith

A handwritten signature in blue ink, appearing to read "Ron Smith", is written over a horizontal line.



REGIONAL TRANSPORTATION COMMISSION

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RTC Executive Director Appointment Ballot
Chairman Bob Lucey
February 13, 2020 – Nomination Round 1

Amy Cummings

John Flansberg

Abul Hassan

Carl Hasty

Bill Thomas

Signature: RTC Chairman Bob Lucey

A handwritten signature in blue ink, appearing to read "Bob Lucey", is written over a horizontal line. The signature is stylized and cursive.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

RTC Executive Director Appointment Ballot
Commissioner Oscar Delgado
February 13, 2020 – Nomination Round 1

Amy Cummings

John Flansberg ⁽²⁾

Abul Hassan

Carl Hasty

Bill Thomas ⁽¹⁾

Signature: RTC Commissioner Oscar Delgado



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
PWP-WA-2020-186 – East Prater Way Rehab Project	March 18, 2020

<u>Request for Proposals (RFP)</u>	
Project	Due Date
RTC20-14 – Coordinated Human Services Public Transportation Plan	March 9, 2020

REPORT ON BID 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.

Project	Contractor	Award Date	Contract Amount
PWP-WA-2020-135 Bus Stop ICP	Spanish Springs Construction	February 28, 2020	\$333,444

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
Bus Stop Shelters	Brasco International	February 28, 2020	No. 2	\$39,002	\$557,461



REGIONAL TRANSPORTATION COMMISSION

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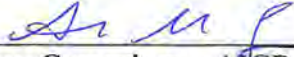
Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Maria D. Paz Fernandez, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Construction Management of the Sun Valley Boulevard Corridor Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers (NCE) to provide construction management for the Sun Valley Boulevard Corridor Project in an amount not to exceed \$598,113, authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with NCE is for construction management on the Sun Valley Boulevard Corridor Project in the amount of \$598,113. The Project includes addition of bicycle lanes, sidewalk, crosswalks, and intersection improvements from 7th Avenue to Highland Ranch Parkway in Washoe County.

NCE was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform the construction management. Negotiation of the scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations were included in the FY 2020 Budget and FY 2020 Program of Projects and are included in the RTC FY 2020 Board approved budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

January 17, 2020 Approved the selection of Jacobs Engineering Group, Inc. and a Professional Services Agreement (PSA) for the Final Design of the Sun Valley Blvd Corridor Project

- June 15, 2018 Approved the selection of Jacobs Engineering Group, Inc. and a Professional Services Agreement (PSA) for the Preliminary Engineering Design of the Sun Valley Blvd Corridor Project
- January 18, 2018 Approved the Request For Proposals (RFP) for the Preliminary Design of the Sun Valley Blvd Corridor Project

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Nichols Consultants Engineers, CHTD ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC selected CONSULTANT from its qualified list for Civil Engineering Design and Construction Management Services to perform construction management of the Sun Valley Boulevard Project from 7th Avenue to Highland Ranch Parkway in Washoe County.

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

ARTICLE I – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2022, 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 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-2. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-1. 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 2.1.A to 2.1.D)	\$568,113.10
<u>Construction Contingency (2.E)</u>	<u>\$30,000.00</u>
Total Not-to-Exceed Amount	\$598,113.10

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 Angela Hueftle 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: Amy Cummings
Interim Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Angela Hueftle
Principal Engineer
NCE
1885 S. Arlington Ave, 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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, Interim Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Angela Hueftle, Principal

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES
FOR THE
CONSTRUCTION CONSTRUCTION MANAGEMENT SERVICES
SUN VALLEY BOULEVARD PROJECT NO. 0512014

2.1. SCOPE OF SERVICES

2.1.A - EE Construction Services — Based on the Sun Valley Boulevard Transportation Improvement Project 75% design plans and specifications prepared by Jacobs dated December 2019, CONSULTANT will provide the following:

2.1.AA. Contract Administration

1. Provide contract administration services as follows:

- 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
- Facilitate weekly construction meetings
- Track and distribute requests for information to the Design Engineer
- Prepare letter of substantial completion

2.1.BB. Construction Surveying

Provide construction staking as follows:

- One set of stakes for the roadway improvements consisting of offset and, when required, line stakes for the proposed vertical and horizontal roadway centerline alignments, edge of pavement, retaining walls, guardrail, and

NDOT barrier rail. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves.

- One set of stakes for the curb and gutter and related improvements consisting of offset and, when required, line stakes for the proposed valley gutter, curb and gutter, median curbs, sidewalk, driveway approaches, and pedestrian ramp improvements. Stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, begin and end of driveways, begin and end of curves, and points on-line not to exceed 50' station increments.
- One set of offset stakes for storm drains including proposed manholes, connection points, pipe ends, drop inlets, catch basins, and headwall corners.
- Painted marks for the proposed striping consisting of paint marks at the beginning of striping, 50' intervals on tangent runs, angle points, end of striping, begin of curves, 25' intervals along curves, end of curves, and radius points.
- Location of proposed signage consisting of a stake set at the actual location of the proposed sign based upon station and offset. Stakes will delineate the type of sign proposed for each location and will correspond to the sign schedule referenced on the plan set.
- Location of existing utilities to be raised upon completion of paving, including water and gas valve risers, utility vaults, and sewer and storm drain manholes will be staked to facilitate raising to finish grade.
- Two roadway survey monuments will be referenced in four directions and reset upon completion of paving improvements.

2.1.CC. Inspection

1. Provide Inspector. Provide one full time inspector during all construction activities. 1010-hour work days and a 117 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 blue-line 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. 100 hours of field inspection and sampling and 100 hours of Nuclear Gauge time are anticipated.
- 2.1.DD. Materials Testing
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. 30 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. 640 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.E Construction Contingency

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.AA. to 2.1.DD. 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 A-2

KEY PERSONNEL

Key personnel assigned to this project include:

- Anna Henke, PG – Senior/Project Manager @ \$185/hr
- Angie Hueftle, PE – Principal Engineer, QA/QC @ \$265/hr
- Anna Henke, PG – Construction Manager @ \$140/hr
- Anna Henke, Dick Minto – Construction Inspection @ \$125/hr
- Erik Lee, PE & Grant Alexander, PLS (BBV) – Construction Staking
- CME – Laboratory Services and Materials Testing

SAMPLE

EXHIBIT A-3

PROJECT SCHEDULE

SUN VALLEY CONSTRUCTION SERVICES			
Milestone	Begin	End	Duration
RTC Board Approval	03/20/2020		
NTP	03/27/2020		
Preconstruction Meeting	05/21/2020		1 day
Construction Notice to Proceed	06/01/2020		1 day
Construction & Construction Services	06/01/2020	11/06/2020	23 weeks
Project Closeout	11/06/2020	11/20/2020	10 days

Exhibit B-1
Cost Proposal for Construction Management Services
Sun Valley Boulevard Project No. 0812014
(7th Avenue to Highland Ranch Parkway in Washoe County)

		Professional Services		Project Management		Site Preparation / Construction Management		Construction Inspection		Labor		Materials		Subcontractors		Taxes			
		Monthly Rate # of Months	Cost	Monthly Rate # of Months	Cost	Monthly Rate # of Months	Cost	Monthly Rate # of Months	Cost	Hourly Rate # of Hours	Cost	Hourly Rate # of Hours	Cost	Hourly Rate # of Hours	Cost	Hourly Rate # of Hours	Cost		
7.1.A.C	Construction Services	1. Control Administration	1500	400	3,400.00	400	300	1,200.00	100	100	10,000.00	100	100	1,000.00	100	100	1,000.00	100	1,000.00
		2. Construction Management	1500	15	2,250.00	15	15	225.00	15	15	1,500.00	15	15	1,500.00	15	15	1,500.00	15	1,500.00
		3. Inspection	1500	15	2,250.00	15	15	225.00	15	15	1,500.00	15	15	1,500.00	15	15	1,500.00	15	1,500.00
		4. Materials	1500	15	2,250.00	15	15	225.00	15	15	1,500.00	15	15	1,500.00	15	15	1,500.00	15	1,500.00
		5. Subcontractors	1500	15	2,250.00	15	15	225.00	15	15	1,500.00	15	15	1,500.00	15	15	1,500.00	15	1,500.00
Sub Totals		4500	400	13,800.00	400	1,200.00	300	1,200.00	300	10,000.00	300	300	3,000.00	300	300	3,000.00	300	3,000.00	
GRAND TOTAL		4500	400	13,800.00	400	1,200.00	300	1,200.00	300	10,000.00	300	300	3,000.00	300	300	3,000.00	300	3,000.00	



Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks 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 and approved 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, at any reasonable time. 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, City of Reno and City of Sparks 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 and approved by 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 approved by 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.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Nichols Consultants Engineers, CHTD ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC selected CONSULTANT from its qualified list for Civil Engineering Design and Construction Management Services to perform construction management of the Sun Valley Boulevard Project from 7th Avenue to Highland Ranch Parkway in Washoe County.

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, 2022, 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 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-2. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-1.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-1. 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 2.1.A to 2.1.D)	\$568,113.10
<u>Construction Contingency (2.E)</u>	<u>\$30,000.00</u>
Total Not-to-Exceed Amount	\$598,113.10

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@rtewashoe.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 Angela Hueftle 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: Amy Cummings
Interim Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Angela Hueftle
Principal Engineer
NCE
1885 S. Arlington Ave, 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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____

Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Amy Cummings, Interim Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____

Angela Huefle, Principal

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES
FOR THE
CONSTRUCTION CONSTRUCTION MANAGEMENT SERVICES
SUN VALLEY BOULEVARD PROJECT NO. 0512014

2.1. SCOPE OF SERVICES

2.1.A - EE Construction Services — Based on the Sun Valley Boulevard Transportation Improvement Project 75% design plans and specifications prepared by Jacobs dated December 2019, CONSULTANT will provide the following:

2.1.AA. Contract Administration

1. Provide contract administration services as follows:

- 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
- Facilitate weekly construction meetings
- Track and distribute requests for information to the Design Engineer
- Prepare letter of substantial completion

2.1.BB. Construction Surveying

Provide construction staking as follows:

- One set of stakes for the roadway improvements consisting of offset and, when required, line stakes for the proposed vertical and horizontal roadway centerline alignments, edge of pavement, retaining walls, guardrail, and

NDOT barrier rail. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves.

- One set of stakes for the curb and gutter and related improvements consisting of offset and, when required, line stakes for the proposed valley gutter, curb and gutter, median curbs, sidewalk, driveway approaches, and pedestrian ramp improvements. Stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, begin and end of driveways, begin and end of curves, and points on-line not to exceed 50' station increments.
- One set of offset stakes for storm drains including proposed manholes, connection points, pipe ends, drop inlets, catch basins, and headwall corners.
- Painted marks for the proposed striping consisting of paint marks at the beginning of striping, 50' intervals on tangent runs, angle points, end of striping, begin of curves, 25' intervals along curves, end of curves, and radius points.
- Location of proposed signage consisting of a stake set at the actual location of the proposed sign based upon station and offset. Stakes will delineate the type of sign proposed for each location and will correspond to the sign schedule referenced on the plan set.
- Location of existing utilities to be raised upon completion of paving, including water and gas valve risers, utility vaults, and sewer and storm drain manholes will be staked to facilitate raising to finish grade.
- Two roadway survey monuments will be referenced in four directions and reset upon completion of paving improvements.

2.1.CC. Inspection

1. Provide Inspector. Provide one full time inspector during all construction activities. 1010-hour work days and a 117 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. 100 hours of field inspection and sampling and 100 hours of Nuclear Gauge time are anticipated.

2.1.DD. Materials Testing

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. 30 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. 640 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.E Construction Contingency

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.AA. to 2.1.DD. 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 A-2

KEY PERSONNEL

Key personnel assigned to this project include:

- Anna Henke, PG – Senior/Project Manager @ \$185/hr
- Angie Hueftle, PE – Principal Engineer, QA/QC @ \$265/hr
- Anna Henke, PG – Construction Manager @ \$140/hr
- Anna Henke, Dick Minto – Construction Inspection @ \$125/hr
- Erik Lee, PE & Grant Alexander, PLS (BBV) – Construction Staking
- CME – Laboratory Services and Materials Testing

SAMPLE

EXHIBIT A-3

PROJECT SCHEDULE

SUN VALLEY CONSTRUCTION SERVICES			
Milestone	Begin	End	Duration
RTC Board Approval	03/20/2020		
NTP	03/27/2020		
Preconstruction Meeting	05/21/2020		1 day
Construction Notice to Proceed	06/01/2020		1 day
Construction & Construction Services	06/01/2020	11/06/2020	23 weeks
Project Closeout	11/06/2020	11/20/2020	10 days

Exhibit B-1
Cost Proposal for Construction Management Services
Sun Valley Boulevard Project No. 0512014
(7th Avenue to Highland Ranch Parkway in Washoe County)

Item	Description	Professional Services		Construction Management		Construction Management		Construction Management		Construction Management		Construction Management		Construction Management		Construction Management	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
2.1.4.E	Construction Services	150	45,000.00	200	60,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00
	Construction Services	150	45,000.00	200	60,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00
	Construction Services	150	45,000.00	200	60,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00
	Construction Services	150	45,000.00	200	60,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00
	Construction Services	150	45,000.00	200	60,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00	150	45,000.00
GRAND TOTAL		450	135,000.00	600	180,000.00	450	135,000.00	450	135,000.00	450	135,000.00	450	135,000.00	450	135,000.00	450	135,000.00

SAMPLE

Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks 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 and approved 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, at any reasonable time. 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, City of Reno and City of Sparks 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 and approved by 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 approved by 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: Dale Keller, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Reno Consolidated 21-01 Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. (“ESE”) to provide design services and optional engineering during construction for the Reno Consolidated 21-01 Project in an amount not to exceed \$487,080, authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with ESE is for professional design services for the Reno Consolidated 21-01 Project in the amount of \$250,065, and optional engineering during construction services (EDC) in the amount of \$237,015. The Project includes rehabilitation and/or reconstruction of the following streets: Lund Lane from Wedekind Road to Northtowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane; and Yuma Lane from Armstrong Lane to Hunter Lake Drive.

ESE 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 ESE’s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

The 2021 Roadway Reconstruction Project appropriations will be included in the FY 2021 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Eastern Sierra Engineering, P.C. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC delivers various rehabilitation/reconstruction projects as part of its Annual Pavement Preservation Program; and

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct the following streets: Lund Lane from Wedekind Road to Northetowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane; and Yuma Lane from Armstrong Lane to Hunter Lake Drive (collectively, the "Project"); and

WHEREAS, the Project will include roadway reconstruction, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, preparation of easement documentation, and other incidentals necessary for the rehabilitation of the streets within the Project Limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the 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 March 31, 2022, 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 Proposal. 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.D.3)	\$230,065.00
Contingency – Design Services (Task 2.1.D.4)	\$20,000.00
Optional Construction Services (Task 2.1.E to 2.1.I)	\$217,015.00
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$487,080.00

- 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@rtewashoe.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 Dale Keller, P.E. 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's Project Manager is Shawn Jenkins, P.E. 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: Amy Cummings
Interim Executive Director
Dale Keller
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)335-1827

CONSULTANT: Shawn Jenkins, P.E.
Principal Engineer
Eastern Sierra Engineering, P.C.
4515 Towne Drive
Reno, Nevada 89521
(775) 828-7220

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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____

Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Amy Cummings, Interim Executive Director

EASTERN SIERRA ENGINEERING, P.C.

By: _____

Shawn Jenkins, P.E. Principal Engineer

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
RENO CONSOLIDATED 21-01
(YUMA LANE, ARMSTRONG LANE, LUND LANE)

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. 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 improvements needed for “complete street”.
 - c. Construction of improvements for a Special Assessment District (SAD) will not be included with this project.
2. Traffic Data. Traffic data is not anticipated to be needed for this project and is not included with this scope of services.
3. Right-of-Way Mapping and Engineering Services
 - a. 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.

Deliverables – Record right-of-way in CAD format
 - b. It is estimated approximately five (5) parcels will require permanent and/or temporary easements to construct the planned improvements.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 5 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed 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 shall pull preliminary Title Reports and updates as necessary for each affected parcel. All RTC comments shall be addressed prior to recordation.

- c. It is estimated approximately fifteen (15) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for five (5) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Fifteen (15) permission to construct exhibits to also be provided.

4. Test Pit Location Identification. Information from condition surveys will be reviewed and locations for pavement test pits will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately and Five (5) test pits will be required. The primary objective of the test pit program will be to establish pavement, base, and subgrade layer thickness and material types.
5. Geotechnical Investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.
6. Backcalculation Analysis – (Not Applicable)
7. Develop Feasible Rehabilitation/Reconstruction. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - Roadbed modification (reconstruction)

- Complete removal and 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.

8. Conduct Life-Cycle Cost Analysis. (Not Applicable)
9. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon 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.
10. 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.B, 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 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. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company 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.

11. Geotechnical Investigation and Pavement Design Report

Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A 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.

2.1.B. Preliminary Design

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. As an option, topography at 1-foot contour intervals can be added.
3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, 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.
5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized. It is also assumed five (5) one-on-one meeting with local businesses/property owners will be required.
6. Traffic Signal Modification Design. (Not Applicable)
7. Drainage Design. It is the intent of the project to add curb and gutter on Armstrong Lane and Yuma Lane. Consultant will evaluate existing drainage conditions on Armstrong Lane and Yuma Lane and will size surface and subsurface drainage features to connect to existing subsurface

drainage infrastructure (if possible). Off-site drainage infrastructure will not be analyzed.

2.1.C. 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)
- 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."

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, Local Entity, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – One 22"x34" set each to RTC and Local Entity, 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 – One 11"x17" each to RTC and Local Entity.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and 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.
- b. 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. Utility Agency Coordination. 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. Constructability Review. (Note 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.D. 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.
4. Design Contingency. 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.D. 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.E - I 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.E. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - 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.F. Construction Surveying (Optional)

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 subgrade preparation.
- One set of final curb and gutter 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.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 8-hour work days and a 50 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. 100 hours of field inspection and sampling and 100 hours of Nuclear Gauge time are anticipated.

2.1.H. 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. 20 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. 200 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.

2.1.I. 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.J 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.E. to 2.1.I. 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

Compensation

SAMPLE

Exhibit B - Cost Proposal for the
Reno Consolidated 21-01 Project

Task Description	Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
Task 2.1.A Investigation of Existing Conditions					
1. Condition Survey	20	20	40		
Task 2.1.A.1 Hours Subtotal	20	20	40		
Task 2.1.A.1 Labor Costs	\$ 2,600.00	\$ 2,400.00	\$ 4,000.00		
Task 2.1.A.1 Non Labor Costs				\$ -	\$ -
Task 2.1.A.1 Non Labor Markup (5%)				\$ -	\$ -
Task 2.1.A.1 Total	\$ 9,000.00				
2. Traffic Data	8	12			
Task 2.1.A.2 Hours Subtotal	8	12	0		
Task 2.1.A.2 Labor Costs	\$ 1,040.00	\$ 1,440.00	\$ -		
Task 2.1.A.2 Non Labor Costs				\$ -	\$ -
Task 2.1.A.2 Non Labor Markup (5%)				\$ -	\$ -
Task 2.1.A.2 Total	\$ 2,480.00				
3. Right-of-Way Mapping and Engineering Services	4	40			\$ 25,500.00
Task 2.1.A.3 Hours Subtotal	4	40	0		
Task 2.1.A.3 Labor Costs	\$ 520.00	\$ 4,800.00	\$ -		\$ -
Task 2.1.A.3 Non Labor Costs				\$ -	\$ 25,500.00
Task 2.1.A.3 Non Labor Markup (5%)				\$ -	\$ 1,275.00
Task 2.1.A.3 Total	\$ 32,095.00				
4. Locate Test Pits/Utility Clearance	2		12		
Task 2.1.A.4 Hours Subtotal	2	0	12		
Task 2.1.A.4 Labor Costs	\$ 260.00	\$ -	\$ 1,200.00		
Task 2.1.A.4 Non Labor Costs				\$ -	\$ -
Task 2.1.A.4 Non Labor Markup (5%)				\$ -	\$ -
Task 2.1.A.4 Total	\$ 1,460.00				
5. Geotechnical Investigation					
Traffic Control Plan and Permits			4		\$ 2,500.00
Subsurface Soil Exploration - 5 test pits			24		\$ 7,000.00
Laboratory Testing				\$ 4,200.00	
Supplies				\$ 200.00	
Task 2.1.A.5 Hours Subtotal	0	0	28		
Task 2.1.A.5 Labor Costs	\$ -	\$ -	\$ 2,800.00		
Task 2.1.A.5 Non Labor Costs				\$ 4,400.00	\$ 9,500.00
Task 2.1.A.5 Non Labor Markup (5%)					\$ 475.00
Task 2.1.A.5 Total	\$ 17,175.00				

Exhibit B - Cost Proposal for the
Reno Consolidated 21-01 Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
6. Back calculation Analysis - Not Used						
7. Develop Rehab/Reconst. Alternatives		4	8			
8. Life Cycle Cost Analysis - Not Used						
9. Optimum Rehab/Recon Alternative		4	8			
10. a and b Utility Investigation/ Depiction			20			
11. Geotechnical Report and Pavement Design		40	20	60		
Task 2.1.A.8-11 Hours Subtotal		48	56	60		
Task 2.1.A.8-11 Labor Costs		\$ 6,240.00	\$ 6,720.00	\$ 6,000.00		
Task 2.1.A.8-11 Non Labor Costs					\$ -	\$ -
Task 2.1.A.8-11 Non Labor Markup (5%)					\$ -	\$ -
Task 2.1.A.8-11 Total	\$	18,960.00				
Total Not To Exceed Task 2.1.A	\$	81,170.00				
Task 2.1.B Preliminary Design Services						
1. Supplemental Topography						
2. Mapping			4			\$ 11,500.00
3. Project Coordination		40	80			
4. 50% Plans						
Title Sheet			2			
Utility Survey for NLA		2	6			
Utility Coordination		2	12			
NLA Sheet			4			
Site Plan (one sheet)			4			
Plan and Profile Sheets at 1"=20' (5 sheets)		20	100			
Intersection Details at 1"=10' (3 sheets)		12	40			
Grading and Ped Ramps at 1"=10' (3 sheets)		8	40			
Striping Plans at 1"=20' (5 sheets)		2	10			
Details (3 sheets)		2	8			
QA/QC		12				
Specification List		2	1			
Engineers Estimate		4	12			
Plans Submittal		1	8			
5. Public Meetings		24	24			
7. Drainage Design		40	120			
Task 2.1.B.1-7 Hours Subtotal		171	475	0		
Task 2.1.B.1-7 Labor Costs		\$ 22,230.00	\$ 57,000.00	\$ -		
Task 2.1.B.1-7 Non Labor Costs					\$ -	\$ 11,500.00
Task 2.1.B.1-7 Non Labor Markup (5%)					\$ -	\$ 575.00
Task 2.1.B.1-7 Total	\$	91,305.00				
Total Not To Exceed Task 2.1.B	\$	91,305.00				

Exhibit B - Cost Proposal for the
Reno Consolidated 21-01 Project

Task Description	Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$100/hr)	Expenses	Sub-consultant
Task 2.1.C Final Design					
1a thru c Final Plans					
Title Sheet		4			
Utility Coordination	2	40			
NLA Sheet		4			
Site Plan (one sheet)		4			
Plan and Profile Sheets at 1"=20' (5 sheets)	20	80			
Intersection Details at 1"=10' (3 sheets)	20	30			
Grading and Ped Ramps at 1"=10' (3 sheets)	20	30			
Striping Plans at 1"=20' (5 sheets)	4	10			
Details (3 sheets)	4	20			
Specification Preparation	40	20			
QA/QC	40				
Plans Submittal	1	4			
2. Engineers Estimate	12	12			
Task 2.1.C.1-3 Hours Subtotal	163	258	0		
Task 2.1.C.1-3 Labor Costs	\$ 21,190.00	\$ 30,960.00	\$ -		
Task 2.1.C.1-3 Non Labor Costs				\$ -	
Task 2.1.C.1-3 Non Labor Markup (5%)					
Task 2.1.C.1-3 Total	\$ 52,150.00				
Total Not To Exceed Task 2.1.C	\$ 52,150.00				
Task 2.1.D Bidding					
1. Plan/specification Distribution	4	12			
2. Prebid Meeting	4	8			
3. Bid Opening/Review Bid Documents	8	8			
Task 2.1.D.1-3 Hours Subtotal	16	28	0		
Task 2.1.D.1-3 Labor Costs	\$ 2,080.00	\$ 3,360.00	\$ -		
Task 2.1.D.1-3 Non Labor Costs				\$ -	
Task 2.1.D.1-3 Non Labor Markup (5%)					
Task 2.1.D.1-3 Total	\$ 5,440.00				
Total Not To Exceed Task 2.1.D.1-3	\$ 5,440.00				
Task 2.1.D.4 Design Contingency					
4. Contingency - Design Services (Optional)				\$ 20,000.00	
Task 2.1.D.4 Hours Subtotal	0	0	0		
Task 2.1.D.4 Labor Costs	\$ -	\$ -	\$ -		
Task 2.1.D.4 Non Labor Costs				\$ 20,000.00	
Task 2.1.D.4 Non Labor Markup (5%)					
Task 2.1.D.4 Total	\$ 20,000.00				
Total Not To Exceed Task 2.1.D.4 Optional	\$ 20,000.00				
Total Design Services Tasks 2.1.A-2.1.D.3	\$ 230,065.00				

Exhibit B - Cost Proposal for the
Reno Consolidated 21-01 Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
Task 2.1.E Construction Administration (Optional) (assumes 50 WD)						
Admin		100				
Project Engineer			250			
Final Walkthru		8	8			
Provide Constructuion Drawings			4		\$ 1,000.00	
Task 2.1.E Hours Subtotal		108	262	0		
Task 2.1.E Labor Costs		\$ 14,040.00	\$ 31,440.00	\$ -		
Task 2.1.E Non Labor Costs					\$ 1,000.00	\$ -
Task 2.1.E Non Labor Markup (5%)					\$ 50.00	\$ -
Total Not To Exceed Task 2.1.E	\$	46,530.00				
Task 2.1.F Construction Surveying (Optional)						
Set Centerline and Offsets/Mark Cuts						\$ 25,000.00
Admin		20	40			
Task 2.1.F Hours Subtotal		20	40	0		
Task 2.1.F Labor Costs		\$ 2,600.00	\$ 4,800.00	\$ -		
Task 2.1.F Non Labor Costs					\$ -	\$ 25,000.00
Task 2.1.F Non Labor Markup (5%)					\$ -	\$ 1,250.00
Total Not To Exceed Task 2.1.F	\$	33,650.00				
Task 2.1.G Inspection (Optional)						
Full time inspector (assume 50 working days)				600		
Additional Inspector as needed				200		
Task 2.1.G Hours Subtotal		0	0	800		
Task 2.1.G Labor Costs		\$ -	\$ -	\$ 80,000.00		\$ -
Task 2.1.G Non Labor Costs					\$ -	
Task 2.1.G Non Labor Markup (10%)					\$ -	
Total Not To Exceed Task 2.1.G	\$	80,000.00				

Exhibit B - Cost Proposal for the
Reno Consolidated 21-01 Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$100/hr)	Expenses	Sub- consultant
Task 2.1.H Materials Testing (Optional)					\$ 12,150.00	
Asphalt concrete plant inspections/sampling				20		
On-site testing and sampling				200		
AC Coring				100	\$ 1,000.00	
Task 2.1.H Hours Subtotal		-	-	320		
Task 2.1.H Labor Costs		\$ -	\$ -	\$ 32,000.00		
Task 2.1.H Non Labor Costs					\$ 13,150.00	\$ -
Task 2.1.H Non Labor Markup (5%)						\$ -
Total Not To Exceed Task 2.1.H	\$ 45,150.00					
Task 2.1.I Project Closeout (Optional)						
I. Provide Record Drawings		12	80		\$ 500.00	
Task 2.1.I.1-2 Hours Subtotal		12	80	0		
Task 2.1.I.1-2 Labor Costs		\$ 1,560.00	\$ 9,600.00	\$ -		
Task 2.1.I.1-2 Non Labor Costs					\$ 500.00	\$ -
Task 2.1.I.1-2 Non Labor Markup (5%)					\$ 25.00	\$ -
Total Not To Exceed Task 2.1.I	\$ 11,685.00					
Task 2.1.J Construction Contingency (Optional)						
I. Contingency - Construction Services					\$ 20,000.00	
Task 2.1.I.1-2 Hours Subtotal						
Task 2.1.I.1-2 Labor Costs						
Task 2.1.I.1-2 Non Labor Costs					\$ 20,000.00	\$ -
Task 2.1.I.1-2 Non Labor Markup (5%)						\$ -
Total Not To Exceed Task 2.1.J	\$ 20,000.00					
Total Construction Services Tasks 2.1.E-J (Optional)	\$ 217,015.00					



2020 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$180.00/hour
Principal Engineer	\$160.00/hour
Senior Engineer	\$140.00/hour
Project Manager	\$130.00/hour
Project Engineer/Designer	\$120.00/hour
Staff Engineer/Designer	\$100.00/hour
CAD Drafter	\$90.00/hour
CAD Technician	\$60.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$110.00/hour
Senior Technician/Inspector (Regular Wage)	\$100.00/hour
Technician/Inspector (Regular Wage)	\$95.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 5%

IV. Field Testing

HDPE Geomembrane Peal & Shear	\$70.00/each
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SAMPLE

V. **Laboratory Testing**

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00
<i>Other Testing</i>	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
<i>Concrete Testing</i>	
Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition (AASHTO T308)	\$100.00
Bitumen Content by Solvent Extraction (AASHTO T164)	\$180.00
Mechanical Analysis of Extracted Aggregate (AASHTO T30)	\$90.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559) set of 3	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$100.00
Bulk Specific Gravity of HMA Specimen (ASTM D2726) each	\$35.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	
Lab Produced HMA Sample	\$1,000.00
Plant Produced HMA Sample	\$610.00
Lab Produced RHMA-G Sample	\$1,400.00
Plant Produced RHMA-G Sample	\$1,010.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	
Lab Produced HMA Sample	\$1,100.00
Plant Produced HMA Sample	\$840.00
Lab Produced RHMA-G Sample	\$1,500.00
Plant Produced RHMA-G Sample	\$1,240.00
Gyratory Compaction and Air Voids (AASHTO T312/T166)	
Lab Produced HMA Sample, Set of 3 Briquettes	\$450.00
Plant Produced HMA Sample, Set of 3 Briquettes	\$255.00
Lab Produced RHMA-G Sample, Set of 3 Briquettes	\$750.00
Plant Produced RHMA-G Sample, Set of 3 Briquettes	\$555.00
Moisture Vapor Susceptibility	\$150.00
RAP Testing (Caltrans LP-9/CT384)	\$2,070.00
Ignition Oven Calibration (AASHTO T308)	\$330.00
Compressive Strength of HMA (AASHTO T167)	\$350.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS**

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, 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 and approved by RTC before work commences. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. 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, City of Reno and City of Sparks 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 \$5,000 per occurrence or claim must be declared to and approved by 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 approved by 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 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Maria D. Paz Fernandez, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Final Design of the Oddie/Wells Multi-modal Improvements Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. to provide final design, bidding services and design support during construction for the Oddie/Wells Multi-modal Improvements Project in an amount not to exceed \$1,272,305; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Stantec Consulting Services, Inc. is for final design, bidding services and design support during construction for the Oddie/Wells Multi-Modal Improvements Project in the amount of \$1,272,305. The Project includes addition of bicycle lanes, sidewalk, crosswalks and intersection improvements from the I-80 Westbound Ramps in Reno to Pyramid Way in Sparks.

Stantec Consulting Services, Inc. was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform the final design services. Negotiation of the scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations were included in the FY 2020 Budget and FY20 20 Program of Projects and are included in the RTC FY 2020 Board approved budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|-----------------|--|
| April 19, 2019 | Acknowledged receipt of an update on the Oddie/Well Corridor Project Progress Update |
| April 20, 2018 | Approved the selection of Stantec Consulting Services, Inc. and a Professional Services Agreement (PSA) for the Preliminary Engineering Design of the Oddie/Wells Corridor Project |
| August 17, 2017 | Approved the Request For Proposals (RFP) for the Preliminary Design of the Oddie/Wells Corridor Project |

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Stantec Consulting Services, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC selected CONSULTANT from its qualified list for Civil Engineering Design and Construction Management Services to perform final design of the Oddie/Wells Boulevard Project from I-80 westbound ramps in Reno to Pyramid Way in Sparks.

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

ARTICLE I – 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 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:

<u>Total Services (Tasks A to G)</u>	<u>\$1,272,305.00</u>
Total Not-to-Exceed Amount	\$1,272,305.00

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 Joseph Mactutis 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: Amy Cummings
Interim Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Brian Norris
Senior Vice President
Business Line Leader, Transportation
Joseph Mactutis
Senior Project Manager, Transportation
Stantec Consulting Services, Inc.
6995 Sierra Crossing Parkway
Reno, NV 89511
(775) 398-1288

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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____

Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Amy Cummings, Interim Executive Director

STANTEC CONSULTING SERVICES, INC.

By: _____

Brian Norris, Senior Vice President
Business Line Leader, Transportation

SAMPLE

Exhibit A

Scope of Services

SAMPLE

Exhibit A

Scope of Services

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

A. Project Management

Project Coordination and Management. Provide project management required to supervise work and coordinate the project with the RTC and other affected agencies. Work activities include:

- Project Coordination/Management
- Coordination meetings: assume twelve (12) progress and TAC meetings to meet with the RTC/Local agencies.
- Supervise execution of work and coordinate work between disciplines
- Coordinate quality control reviews of project activities, deliverables and reports
- Monitor Subconsultant activities
- Prepare and update project schedule and monitor progress
- Review invoices and prepare monthly progress reports
- Utility Agency Coordination. Coordinate with all utility agencies for upcoming work, facility relocation and new installation. CONSULTANT will assist in the preparation of the applications necessary for RTC to submit to utility companies for facility relocation. Assume four (4) utility coordination meetings.

B. Investigate Existing Conditions and Field Inventory

1. Final Geotechnical Investigation

Additional field exploration, laboratory testing, analysis, and report preparation is required for the following additional work identified during preliminary design:

- An additional 12,400 feet of retaining/screen walls generally located between Sutro and US 395 and Silverada Blvd. to Pyramid Way. These are additional wall lengths not investigated during the preliminary geotechnical investigation.
- Roadway areas identified in the initial geotechnical for additional investigations. These areas either contain clay subgrade soils or atypical existing structural sections.

The work is generally subdivided into the following sub-tasks:

- a. Field Exploration

Exploration will be completed by both exploratory boring and coring methodologies. A total of 7 additional borings will be completed for the roadway and 49 exploratory borings will be completed for the retaining walls. Six to seven pavement cores have also been budgeted. The location of the cores will be determined after the borings are completed. Borings will be advanced to 5 feet below surface grade in the roadway and 10 feet below surface grade for the planned retaining/screen wall alignments.

Included in our cost proposal is traffic control, USA dig clearance, and obtaining required permits. It is assumed that all drilling operations can be completed during normal business hours and night work is not required.

CONSULTANT geotechnical personnel 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 geotechnical laboratory for testing.

CONSULTANT will contact USA Dig to locate existing utilities at the site and obtain necessary excavation and encroachment permits.

b. Laboratory Testing

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 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 foundation grade soils will be encountered. Moisture-density curve relationship tests will also be completed on representative foundation grade soils. Results of these tests will be used for remolded test soil samples for direct shear tests.

Direct shear testing (ASTM D 3080) will be performed on a selected samples of native soils, screened to remove particles larger than the number 4 sieve. Tests will be completed on either remolded or in-situ soil samples, saturated, and tested at three different normal pressures to derive a plot of Mohr's Circle Failure Envelope.

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.

c. Geotechnical Report

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a geotechnical investigation report will be completed for the project and include the following:

- Description of the project site with the approximate locations of our 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 and geologic profile in the retaining wall alignments;
- Subgrade soil moisture and ground water conditions;
- Laboratory test results;
- Subgrade soil design resilient modulus;
- Retaining Wall Recommendations including:
 - Site preparation and grading recommendations including any excavation difficulties;
 - Foundation recommendations including suitable foundation types, allowable bearing pressure, lateral earth pressures for retaining walls;
 - Retaining wall backfill and drainage recommendations.
- Mix design results for roadbed modification and treating clay subgrade soil areas including structural coefficient for structural section design
- Construction Recommendations including:
 - Site preparation and grading recommendations;
 - Subgrade soil stabilization alternatives;
 - Construction recommendations for lime treated subgrade soils, as required.
 - Construction recommendations for roadbed modification, as required.
 - Structural section construction recommendations;
 - Anticipated construction difficulties.

d. Assumptions

The above scope is based on the following assumptions:

- The geotechnical investigation limits are from I-80 to Pyramid Way.
- Retaining walls are to be generally located as follows:
 - Sutro to US 395 – Approximately 2600 lineal feet (south side) and approximately 2400 lineal feet (north side)
 - Silverada to 500 ft east of Silverada – Approximately 500 lineal feet (south side)
 - El Rancho to Sullivan – Approximately 1200 lineal feet (south side)

- Sullivan to Rock – Approximately 1200 lineal feet (south side) and approximately 2600 lineal feet (north side)
- Rock to 12th Street – Approximately 800 lineal feet (north side)
- 12th Street to Pyramid Way – Approximately 500 lineal feet (south side) and approximately 600 lineal feet (north side). This is in addition to wall lengths investigated with preliminary geotechnical investigation

2. Supplementary Topographic Survey

Additional topographic surveys to locate existing roadway improvements on the following portions of Oddie Boulevard, Wells Avenue & intersection streets as required for the 100% design plan preparation as identified during preliminary design:

- An additional 200 feet south of the intersection of 9th Street to the north returns of the on-ramp and off-ramp of Interstate 80.
- Supplementary survey generally 10 feet behind proposed sidewalks/multi-use path to facilitate design of blended improvements from Sadlier to Sutro including on the Reno Livestock Event Center, and at residential frontages/driveways and adjacent commercial developments.
- Supplementary survey along commercial driveways to facilitate design of blended improvements for modified driveway accesses from US 395 to Sullivan Lane.

The topographic surveys will be completed using scanning and/or robotic equipment. The topographic AutoCAD drawing file will include existing roadway improvements, fence lines, walls, surface utilities, spot elevations, 1-foot contours and centerline and right-of-way of Wells Avenue and Oddie Boulevard as well as intersecting streets.

3. Final Traffic Analysis and Report

Work tasks will include:

- One update and finalization of the traffic report to match the Final Design Plans
- Answering questions related to CONSULTANT created reports and memoranda
- One (1) review cycle to address comments and provide responses following final agency review of the Traffic Report.

If design changes occur that will result in a re-analysis of the traffic operations including but not limited to changes to the typical sections, number of lanes,

multimodal improvements, access management, or safety, CONSULTANT will provide a scope and fee for this effort.

C. Final Design

The final design package for the Oddie Wells project will be a combined effort of civil, landscape, structural, and electrical disciplines. The generalized scope below describes a summary of the effort for the plans, specifications, and estimate common to all disciplines. Discipline specific details are provided in each subtask below.

Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved preliminary design in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, City of Reno, City of Sparks, NDOT and Quality Control review comments will be incorporated into the final Plans and Specifications.

The Contract Documents and Technical Specifications will reference the local agency adopted 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. Plans and specifications will be submitted to the RTC, City of Reno, City of Sparks, utility companies and other affected parties for review at the 90% and 100% stages of completion.

Final Review Plan Set Submittal. Provide all review sets of plans and specifications. Review sets of plans shall be at 22" x 34" size, or if requested in an 11" x 17" size. Two sets of plans to the RTC, NDOT and City of Reno, one set to the utility companies.

Final Specification Document Submittal. Provide one original, three hard copies and one copy on disk (MS Word format) of the Contract Documents and Technical Specifications to the RTC.

Prepare a final Engineer's estimate 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. The number of project days prescribed for the project shall include the number of estimated working days based upon the estimated quantities of work.

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 and construction/slope limits (if applicable), landscaping plans, electrical drawings and signal drawings. The final plan set will include, as a minimum:

- Cover Sheet (1)
- Notes, Legend, Sheet Index, Abbreviations (2)
- Section of Improvement Sheets (6)

- Key Sheets (2)
- Project Phasing Sheets (4)
- Demolition and Utility Plan Sheets (18) (at 1"=20' scale)
- Right of Way and Horizontal Control Sheets (18) (at 1"=20' scale)
- Plan/Profile Sheets (32) (at 1"=20' scale)
- Intersection Layout Plan Sheets (12) (at 1"=20' scale)
- Striping and Signing Plan Sheets (18) (at 1"=20')
- Sign Details (3)
- Traffic Signal Plan Sheets (26)
- Detail Sheets (8) (scales as noted)
- Retaining/Screen Wall Plan/Profile Sheets (20)
- Retaining/Screen Wall Details (2)
- Bridge Demolition Sheets (4)
- Electrical Symbols/Abbreviations Sheets (1)
- Electrical Oneline Diagrams/Load Calcs (1)
- Electrical Demo Sheets (15)
- Electrical Street Lighting Design Sheets (15)
- Electrical Photometric Calculations (15)
- Electrical Details (4)
- Site Specific Civil Sheets – Livestock Events Center (4)
- Site Specific Civil Sheets – Residential on Wells (1)
- Site Specific Civil Sheets – Major Driveways (5)
- Site Specific Civil Sheets – Paradise Park (1)
- Planting Legend, Notes and Details Sheets (4)
- Planting Plan Sheets (18)
- Irrigation Legend, Notes and Detail Sheets (4)
- Irrigation Plan Sheets (18)
- TMWA Irrigation New Water Service Sheets (21)
- NDOT Permit Sheets (12)

Approximately 315 sheets total

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. Included as well is a Peer Review of the final product by senior personnel not associated with the design aspects of the project.

1. Civil Design

Civil plans will show pertinent elements of the project construction, including demolition of existing improvements, and geometric alignments and grading of all proposed curbs, sidewalk, cycle track, pavement, storm drainage improvements,

screen walls, and retaining walls. This will include site civil design to transition from new back of sidewalk to the existing private property frontage. Plans will also show signage and striping plans, and traffic signal improvements. Also included in this task is an independent review of all civil and drainage deliverables.

2. Landscape Design

Landscape and aesthetics plans will show pertinent elements of the project construction, including planting, inert materials for ground plane treatments and irrigation of the center median and both parkways. Details will be provided for screen fencing and pilasters, accentuated paving (assumes natural concrete with scoring), site furnishings, accentuated crosswalks, bioswales, place name signs and locations for public art. Provide irrigation water demand calculations.

Only minor design is included for adjacent property landscapes, limited to those landscape areas which are adjacent to the new right of way boundary and a maximum of 30' on the private property interior. Irrigation water demand calculations are included for the public park strip.

Also included in this task are up to five visual simulations and up to three illustrative cross sections and details.

3. Structural Design

a. Retaining/Screen Walls.

CONSULTANT will create and finalize the project structures design and report based on the screen and retaining walls and other structure locations identified at the 60% level of design. The plans and report will be prepared in accordance with applicable local and state standards and reviewed by City of Reno, City of Sparks, and/or NDOT, as appropriate, for approval.

Due to the localized widening, short (i.e. less than 6ft in height) retaining walls will be necessary. Precast concrete screen walls are also anticipated, combined with the retaining walls, or standalone adjacent to all existing residential development within the project limits.

Structural design will consist of 90% and 100% structural design packages. It is assumed that walls will consist of cast in place reinforced concrete walls. Wall lines and grades will be developed in Task C.1. Structural plans will consist of footing design, structural design of walls, plan view drawings, profile view drawings, section details, and reinforcement details. All structural specifications will be provided on the structural sheets. Structural calculations will be bound in a structural design report, signed and sealed by a registered professional engineer in the State of Nevada.

b. **Bridge Demolition.**

CONSULTANT will prepare a bridge demolition plan for the removal of the existing pedestrian bridge over Oddie Boulevard at Silverada Boulevard. Drawings will provide existing bridge structural design, and detailing of removal limits and restoration. Specifications will detail site restoration, restrictions on demolition methods, disposal, permitting requirements, and other items as pertaining to the protection of the public, traffic, and adjacent property.

4. Electrical Design

CONSULTANT will provide electrical engineering services as follows:

- A kick-off meeting with Stantec, Agency, and NV Energy staff.
- Site review of the existing street conditions, as-builts and coordination with the NV Energy's staff to identify existing electrical distribution equipment.
- Design for demolition of existing street lighting and electrical equipment in area of work.
- Photometrics calculations for proposed street lighting changes.
- Electrical street lighting design, and electrical distribution equipment upgrades.

The deliverables for this portion of the work program will be:

- 50% submittal for client review of Construction Drawings and photometric calculations.
- 75% submittal for client review of Construction Drawings and photometric calculations with 50% client comments incorporated.
- 95% submittal of Construction Drawings for review.
- 100% Construction Drawings and specifications for city permit review.
- Revised Construction Drawings based on city plan check review.

5. Drainage Report

CONSULTANT will finalize the hydrologic analyses, hydraulic analyses, and technical drainage report based on the refinements that were made to take the design from the 60% design level to the 100% design level. The report will be prepared in accordance with the TMRDM, TMSCDLID, and NDOT Drainage Manual for submittal to RTC, the Cities of Reno and Sparks, and NDOT.

6. NDOT Permitting

NDOT Encroachment Permits will be required at Wells/I-80, Oddie/US 395, and at Oddie/Pyramid Way (SR 445). CONSULTANT will prepare occupancy permit applications/permit modifications for intersections located on NDOT facilities. Provide color coded plans in accordance with NDOT requirements. Submit a separate application for each location if necessary. Coordinate with NDOT District II permit office to obtain centerline station references for each location.

Exclusions from Scope of Work. The following items are not part of the scope of work for the final design:

- Utility generated design for relocation of existing utilities will not be prepared. Utility purveyors will develop their own relocation plans. Continued coordination and refinement to the utility relocation work will continue with the affected utilities.
- No public art is included
- No pocket park design is included
- Utility potholing is not included at this time. As utility coordination proceeds through final design, Stantec will provide a proposal for utility potholing, if needed.

D. Right-of-Way Services

1. General Right-of-Way Management

CONSULTANT will continue to provide right-of-way support services by updating the Property Acquisition Management spreadsheet with revised ownership and impact information within the project limits. This includes tracking potential problems, developing written recommendations, and identifying the resolution necessary for any issues related to damages and/or cost to cure and monitor progress of each activity against the project schedule.

2. Right-of-Way Meetings

For any impacted properties, including any temporary construction impacts, CONSULTANT will prepare for and attend up to two (2) additional in-person right-of-way coordination meetings with the RTC Project Manager and RTC Right-of-Way staff as required to conduct the ROW Engineering process. Two (2) other coordination meetings with CONSULTANT team are also included. Two (2) staff will attend each of these meetings.

CONSULTANT will prepare exhibits, and attend a final Right-of-Way setting meeting with the RTC. Three (3) staff members will attend this meeting and will take meeting notes documenting changes to the exhibits/ memorandum and

outcomes. Following the meeting, CONSULTANT will complete the exhibits and compile all the information and deliver to the RTC.

3. Right-of-Way Engineering

CONSULTANT will provide continued Right-of-Way Engineering Services as described below. CONSULTANT has assumed that 7 parcels will be impacted by permanent easement (PE - six of the seven parcels) and temporary construction easement (TE - all seven parcels). An additional 184 parcels are anticipated to be impacted by permission-to-construct or similar no-cost agreement allowing for the replacement of fencing along the right-of-way.

The right-of-way engineering services include:

- Calculation and drafting of whole property boundaries from record descriptions and field data
- Calculation of affected area based on design impacts
- Preparation of metes and bounds legal descriptions for up to 13 parcels in a format acceptable to the RTC
- Preparation of exhibit maps
- Coordination with title companies for title packages for all affected parcels effected by a fee, permanent, or temporary easement. CONSULTANT has estimated the cost of getting four title reports as a direct cost.
- A review of the title report, to insure accuracy will be completed. Additionally, each document contained in the report will be illustrated by a simple drawing, i.e. colored depiction of the parcel described on an assessor's map or survey map, if available

Right of Way Exhibit Maps shall be 8-1/2" x 11" and shall include the following information as a minimum:

- Owner of Record
- Existing Right-of-Way
- Proposed Right-of-Way
- Area of additional required Right-of-Way
- Existing Easements and any new required easement(s) on proposed Right-of-Way
- County Assessor's parcel number and/or other lot and block designation from record mapping
- Tax parcel number and owner's name
- Sectional and/or subdivision references and ties
- Existing topo
- Take-area to be shaded

- North arrow and scale

For the additional 184 parcels potentially affected, CONSULTANT will develop simple sketch maps to provide the property owners depicting temporary accesses needs to complete the work. A quality review will be completed for each exhibit and legal description drafted.

4. Exclusions

The scope still does not include providing utility property rights research including investigation of prior rights, agreements, or utility easements.

CONSULTANT has assumed that up to 7 ownerships will be impacted by up to 13 permanent easements (PE) or temporary construction easement (TE). An additional 184 parcels are anticipated to be impacted by permission-to-construct or similar no-cost agreement allowing for the replacement of fencing along the right-of-way. The associated level of effort is developed based on this assumption, and any additional impacts to properties are excluded without written authorization and additional fees.

5. Deliverables

- Updated Acquisition Management Spreadsheet with recommendations
- Reviewed and illustrated preliminary title report for up to 7 impacted properties
- Parcel calculations for up to 13 PE and TE parcels.
- Sketch maps for up to 184 Permission-to-Constructs and 13 PE and temporary construction easements.
- Legal descriptions prepared for up to 13 PE and TE parcels.

E. Public Outreach

1. Public Meeting

This task will include supporting the RTC for preparations for and hosting/managing/executing two (2) public information meeting for communicating with the Public. This includes two planning meetings for each public meeting, coordination support for mailings, e-mail blasts, and stakeholder updates; meeting attendance; and meeting materials.

Assumptions for this task are:

- Walking the project corridor (3 miles each side) and estimating 5 minutes per stakeholder outreach.

Also included in this task are support from other disciplines to prepare exhibits and other presentation materials and attend the public meetings.

2. Stakeholder Outreach

This task will also include coordination of stakeholder outreach meetings. These meetings will include business owners, community organizations, public officials, agency officials, labor organizations, chambers of commerce, schools, first responders and other affected members of the community. In addition to these, we will respond to requests for meetings made through other venues such as public meeting comments or the project website.

Assumptions for this task are:

- One (1) Community partner event (Sparks Coffee Shop, Rockspout, Library Day)
- One (1) Church event: donuts and coffee, special event support (TBD)
- One (1) Grocery store, business outreach event (Grocery Outlet, Good Will, Family Dollar)
- Two (2) Sparks Marina or Paradise Park Event

F. Bidding Services

1. Plan Set and Specification Distribution

CONSULTANT will print and distribute up to 16 sets of final plans and specifications, including addenda, to plan holder agencies, utility purveyors and Plan Exchanges. Payment for printing and distribution is to be included in this task. These plans are non-reimbursable and are distributed to the project interested parties. Plans and specifications will be available to prospective bidders from the RTC ebid site.

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 distribute addenda, as required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare a summary of the pre-bid meeting and distribute to all plan holders, 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.

G. Engineering During Construction

Provide contract administration services as follows:

1. Meetings & Site Visits

CONSULTANT will attend the attend the preconstruction conference. CONSULTANT's project manager will attend weekly construction meetings and perform weekly site visits. At this time 50 meetings and 50 site visits are anticipated.

2. Submittals and RFI's

CONSULTANT will:

- Review and provide comments on the contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including planmix 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 RFI responses and recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

3. Record Drawings

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:

- 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 RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

Key Staff

1. Joseph Mactutis, Project Manager
2. Clint Alverson, Roadway Lead
3. Trina Magoon, Drainage Lead
4. Barb Santner, Landscape and Aesthetics
5. Cynthia Albright, Multi-modal
6. Long Hoang, Electrical Lead (Roadway Lighting)
7. Randy Reynolds, Geotech Lead
8. Halana Salazar, ROW Lead
9. John Karachepone, Traffic Lead
10. Kathleen Taylor, Public Outreach
11. Richard Patterson, Bridge Removal

Exhibit B

NEPA Analysis and Preliminary Design of Oddie Boulevard/Wells Avenue Project



Exhibit B

Compensation

SAMPLE

**Exhibit B - Cost Proposal
 Oddie-Wells Final Design Project
 Slater Consulting Services Inc.**

TASK		Skill Classification, Hours and Fees																					
		EA		EB		EC		ED		EE		EF		EG		EH		EI		EJ		EK	
Code	Description	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK
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Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks 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 and approved 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, at any reasonable time. 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, City of Reno and City of Sparks 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 and approved by 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 approved by 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.6

TO: Regional Transportation Commission

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



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Resolution regarding property disposition

RECOMMENDATION

Approve a resolution regarding potential sale of five remnant parcels to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno after completion of the Virginia Street Bus RAPID Transit Extension Project and contingent on approval from the Federal Transit Administration (FTA) and compliance with all applicable state and federal laws and regulations.

SUMMARY

RTC acquired five parcels between 8th and 9th Streets on the east side of Virginia Streets for the Virginia Street RAPID Extension Project. The parcels will be used for the construction of roadway and transit improvements, including bicycle lanes, ADA compliant sidewalks, a center median and left turn lane, bus pull-out /queue jump lane, and a RAPID station that will serve RTC and University of Nevada, Reno transit routes. Although the RTC acquired the full parcels to accommodate the Project, a portion of each parcel will no longer be needed by the RTC after construction is complete. Staff presented this information at the January 17, 2020, RTC Board workshop.

During the workshop, RTC staff presented options to the Board regarding the remnant parcels, including the following:

- RTC owns and maintains the remnant parcels,
- RTC sells or leases property in accordance with FTA regulations & Nevada statutes, or
- RTC pursues a joint development through FTA.

Staff also presented a summary of the City of Reno's University of Nevada Regional Center Plan, which was approved by the Reno City Council. The plan identifies the parcels now owned by the RTC as part of the University Campus Gateway Precinct. It states that this area should:

- Bridge the City and University interface with campus facilities, university oriented private development, enhanced physical landscape and prioritized urban infrastructure.
- Foster a heightened urban mixed-use pedestrian environment anchored by a flagship multi-modal transit station.
- Feature a mix of campus academic spaces and community-serving uses with a welcoming program for the broader Reno community.

It was discussed at the workshop that having a future use on the parcels that attracts people to the station area would have a beneficial impact to transit ridership.

During the meeting, the University of Nevada, Reno requested that the RTC consider selling the remnant parcel to the Board of Regents for use as a future University building. Board members suggested coordinating with City of Reno staff so that next steps would be consistent with Reno land use goals and plans.

RTC staff subsequently met with representatives from the City of Reno. It was recognized that selling the remnant parcels to the University for future University development would be consistent with adopted land use plans.

The University of Nevada, Reno, has requested that the RTC adopt a resolution indicating that the remnant parcels will be sold to the University after completion of the project, contingent on approval from the FTA and compliance with all applicable state and federal laws and regulations.

RTC has initiated coordination with the FTA regarding the remnant parcels. The FTA requires that the property be sold for fair market value. An appraisal and review appraisal are required and must be approved by the FTA.

Nevada Revised Statutes (NRS) authorizes RTC to sell remnant parcels, stating that "when the property is sought by another public agency for a reasonable public use, the commission may first offer the property to the public agency at its fair market value pursuant to NRS 277.050."

Staff recommends approval of this resolution due to the anticipated benefits to the RTC and the transit system. Proceeds from the sale would be invested in the transit system for future capital projects and activity to be created by University development adjacent to the RAPID station would generate increased transit ridership.

FISCAL IMPACT

The parcels would be sold for fair market value.

PREVIOUS ACTIONS BY BOARD

January 17, 2020 Staff presented options for the remnant parcels for consideration.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: R. Warren Call, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Newport Lane Rehabilitation Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with CA Group to provide design and optional engineering during construction services for the Newport Lane Rehabilitation Project in an amount not to exceed \$354,823; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with CA Group is for professional design services for the Newport Lane Rehabilitation Project in the amount of \$192,775, and optional engineering during construction services (EDC) in the amount of \$162,048. The Project includes rehabilitation/reconstruction of Newport Lane from Link Lane to Collins Circle.

CA Group 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 CA Group's scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

The 2021 Roadway Reconstruction Project appropriations will be included in the FY 2021 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC has selected CA Group from the RTC Design and Construction shortlist to perform Design and Engineering Services (EDC) Services in connection with the Newport Lane 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, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. 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.
- 1.3. 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 Services (Tasks 2.1.A to 2.1.D)	\$187,775
Design Contingency	\$5,000
Optional Services (Tasks 2.1.E to 2.1.I)	\$147,048
<u>Construction Contingency</u>	<u>\$15,000</u>
Total	\$354,823

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 Warren Call, P.E. 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 Chad Anson, P.E. 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: Warren Call, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1881

CONSULTANT: Chad Anson, P.E.
Project Manager
CA Group, Inc.
1135 Terminal Way, Suite 106
Reno, Nevada 89502
(775) 283-8394

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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, Interim Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Project Manager

SAMPLE

Exhibit A

SCOPE OF SERVICES

NEWPORT LANE REHABILITATION PROJECT

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing - Not applicable to this project.
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 improvements needed for "complete street".
 - c. Construction of improvements for a Special Assessment District (SAD) will be included with this project. The City of Reno will perform a sidewalk and driveway apron condition survey and prepare the SAD documents. The CONSULTANT shall review the City of Reno's SAD documents for compatibility to project, make suggestions and incorporate into the construction plans accordingly.
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 Nevada DOT traffic records (NDOT TRINA station located north of railroad on Link Lane). The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.

4. FWD Deflection Plots and Strip Charts – Not applicable to this project.
5. Right-of-Way Mapping and Engineering Services
 - a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information and Washoe County Recorder's Office. The recorded right-of-way information will be shown on the project plans and tied into survey monuments. No further resolution of the roadway right-of-way is included in this task.

Deliverables – Record right-of-way in CAD format

- b. It is estimated approximately ten (10) parcels will require permanent and/or temporary easements and/or potential fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of ten (10) individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed 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 shall pull preliminary Title Reports and updates as necessary for each affected parcel.
- c. It is estimated approximately five (5) parcels will require Permission to Construct the planned driveway improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

Deliverables – property boundary for ten (10) parcels along with exhibit maps and legal descriptions for easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Five (5) permission to construct exhibits to also be provided.

6. 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. It is anticipated that approximately 4 pavement core

locations will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types. Falling weight deflectometer not applicable to this project.

7. Geotechnical Investigation. Following pavement coring, the subsurface soils will be augered, if possible, to a depth of five feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. 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 geotechnical investigation and associated laboratory testing will be summarized in a written report.
8. Backcalculation Analysis – Not applicable to this project.
9. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - AC overlay (only)
 - Full-depth patching (plus AC overlay)
 - Mill and fill (plus AC overlay)
 - 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.

10. Conduct Life-Cycle Cost Analysis – Not applicable to this project.
11. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the results of the 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.
12. 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.B, 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 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. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - c. **Utility coordination:** Based on field investigation, CONSULTANT will provide RTC a list of utility company 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.
 - d. **Utility Pothole Exploration (OPTIONAL):** 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 pothole three (3) locations to make such a determination.
13. **Report.** The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A 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.
14. **Drainage Memo.** The Service Provider shall perform all analysis to design the drainage system supporting the roadway improvements. Roadway improvements will match existing curb, gutter and sidewalk from Link Lane to La France Lane. For this area, existing drainage patterns will be maintained, and no drainage analysis will be performed.

From La France Lane to Collins Circle, the existing curb and gutter on the north side of Newport Lane will be maintained, and new curb, gutter and sidewalk will be constructed on the south side. The south side

improvements will require a minor roadside ditch to be covered. Offsite flows contributing to this area will be estimated using the rational method. Available USGS quadrangle topography and site investigation will be used to develop approximate drainage basins. Onsite flows will also be computed using the Rational Method, using the roadway plans to determine contributing basins.

The capacity of the existing ditch to be covered will be estimated using normal depth computations. A storm drain system will be designed to replace the lost conveyance, and to perpetuate existing drainage patterns. The storm drain will drain to the entrance of the existing 3-24" RCP culverts near the intersection of La France Lane and Newport Lane. The roadway improvements as scoped will not require the modification of these culverts, i.e., the culvert entrance will remain as in the existing conditions. Existing utilities will be reasonably avoided.

An onsite drainage system will be designed to meet City of Reno criteria limiting onsite drainage flows to $\frac{1}{2}$ of the eastbound travel lane for the 5-Year storm. The drainage for the westbound travel lane will not be altered, and not evaluated. Approximate flow depths in Newport Lane will be estimated using normal depth equations for the 5 and 100-Year events.

If curb gutter and sidewalk are extended east to McDaniel Street, the onsite flow will be estimated, and a system will be designed to meet onsite spread criteria. Offsite flows will not be evaluated but will be perpetuated to the existing culverts.

The analysis will be adequate to document no adverse drainage impacts are created for adjacent properties.

1. Hydrology
 - a. Evaluate offsite contributing basins for all necessary concentration points between Collins Circle and La France Lane.
 - b. Evaluate onsite drainage basins.
2. Hydraulics
 - a. Existing ditch capacity
 - b. Onsite system
 - i. Drop inlets
 - ii. Storm drain
3. Report
 - a. Draft Report
 - b. Final Report

2.1.B. Preliminary Design

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. Topography at 1-foot contour intervals shall be added.
3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, 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.
5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.
6. Traffic Signal Modification Design for Street Intersection – Not applicable to this project.

2.1.C. 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
- Plan/Profile Sheets (at 1"=20' scale)
- Drainage Plan and Profile (at 1"=20' scale)
- Grading and Pedestrian Ramp Details (at 1"=10' scale)
- Intersection Plan Sheets (at 1"=10' scale)
- Signing and Striping Plan 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."

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, Local Entity, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – One electronic copy (PDF) on CD to RTC, One 22"x34" set each to RTC, two 11"x17" sets to RTC, two 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Plans – One 11"x17" set to Washoe County Health District (WCHD).
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – One 11"x17" each to RTC and Local Entity.
- 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
- 100% Specifications – One set each to RTC and Local Entity.
- Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and 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.
- b. 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. Utility Agency Coordination. 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.
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.
 3. Contingency. This is a contingency for miscellaneous increases within the scope of this contract. 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.

2.1.D. 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.E - I 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.E. Contract Administration (Optional)

1. Provide contract administration services as follows:

- 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. Contingency. This is a contingency for miscellaneous increases within the scope of this contract. 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.

2.1.F. Construction Surveying (Optional)

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 subgrade preparation.
- One set of final curb and gutter 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.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 45 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. 43 hours of field inspection and sampling and 20 hours of Nuclear Gauge time are anticipated.

2.1.H. 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. 3 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. 108 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.

2.1.1. 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.

SAMPLE

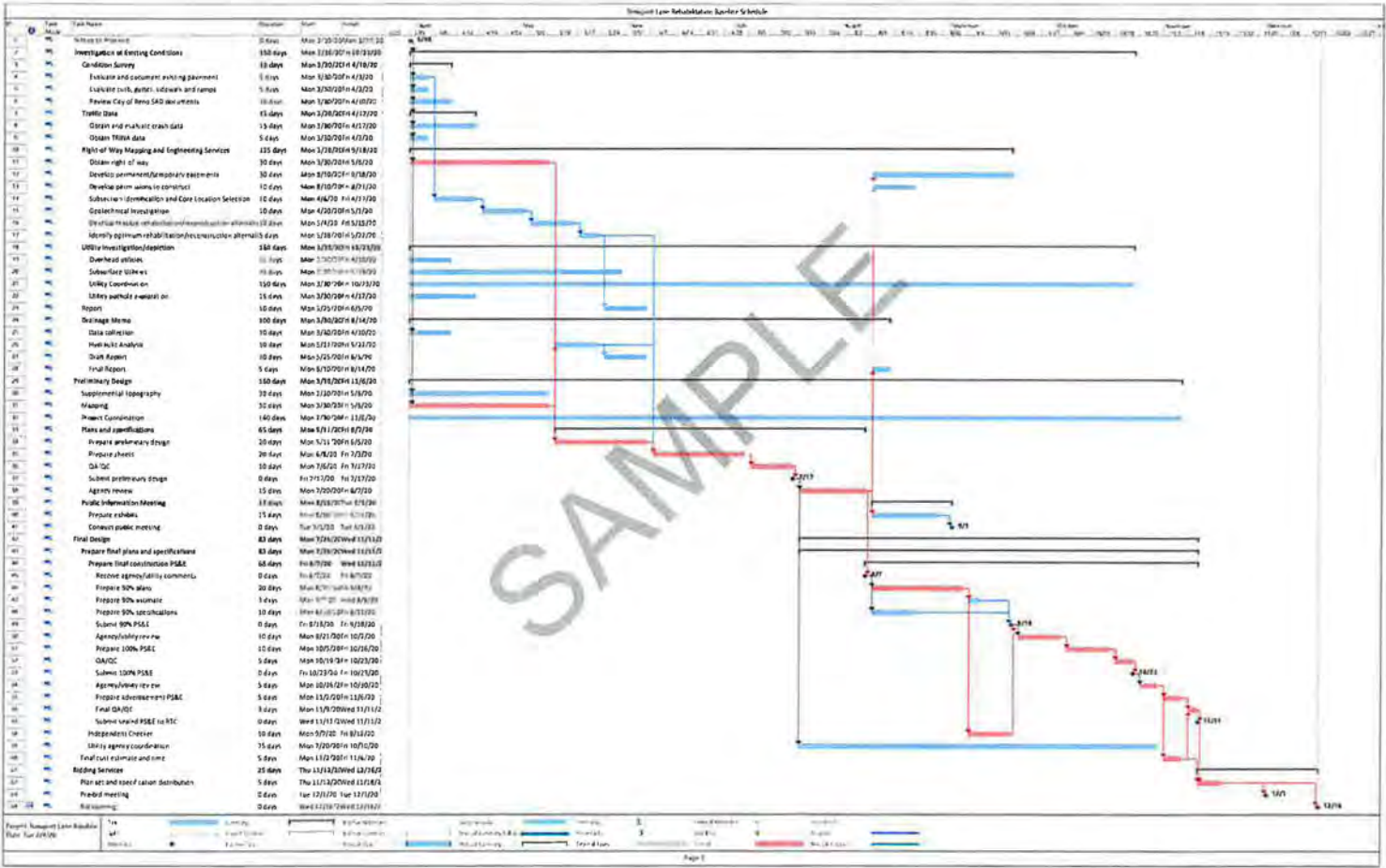


Exhibit B

Compensation

SAMPLE

Contract Information: Newport Lane
 Consultant Information: CA Group
 Project Manager: Warren Call

Tasks		Billable Rate	\$240.00	\$190.00	\$150.00	\$115.00	\$80.00	\$60.00	\$175.00	\$130.00					
Name		Human Resources (Hours)													
Task No.	Description	Project Principal	Project Manager	Engineer	Engineering Intern / Designer	CADD Technician	Clerical	Independent QA/QC	Inspector			Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs
2.1.A	Investigation of Existing Conditions														
2.1.A.1	Paving Weight Deflectometer (PWD) Testing											0	\$0		
2.1.A.2	Condition Survey	2	8			15					25	\$3,475			
2.1.A.3	Traffic Data										0	\$0			
2.1.A.4	FWD Deflection Plots and Strip Charts										0	\$0			
2.1.A.5	Right-of-Way Mapping Services	2	3		4	8					14	\$1,370			\$17,000 Survey
2.1.A.5-11	Pavement Design/Analysis	2	8			8					18	\$2,060			\$16,725 CME
2.1.A.12	Utility Investigation/Decision	2	8			15	18				43	\$4,920			
2.1.A.12.D	Utility Pit/hole										0	\$0			\$4,600 Potable
2.1.A.13	Report	4	16	4		8		16			58	\$7,080			
2.1.A.14	Damage Tech Memo	2	68	24		12					106	\$18,080			
	Hours Subtotal:	12	118	28		43	33	23	0	0	254				
	Cost Subtotal:	\$2,880.00	\$21,450.00	\$4,200.00	\$5,520.00	\$2,080.00	\$1,880.00	\$0.00	\$0.00	\$0.00	\$37,810.00				\$58,725
2.1.B	Preliminary Design														
2.1.B.1	Supplemental Topography		3								3	\$360			\$7,500 Survey
2.1.B.2	Mapping		2	4							14	\$1,910			
2.1.B.3	Project Coordination	8	40			4					52	\$10,180			
2.1.B.4	Plans and Specifications	8	16	20		60		16			180	\$23,840			\$1,000 Reproduction
2.1.B.5	Public Information Meeting	6	12			10		4			40	\$5,540			
2.1.B.6	Traffic Signal Modification Design for Street Intersection										0	\$0			
	Hours Subtotal:	24	73	24		74		10			231				
	Cost Subtotal:	\$5,760.00	\$14,040.00	\$3,600.00	\$8,280.00	\$4,840.00	\$3,400.00	\$0.00	\$0.00	\$0.00	\$39,660.00				\$4,700
2.1.C	Final Design														
2.1.C.1	Prepare Final Plans and Specifications	18	60	40		100		36			354	\$45,840			\$2,000 Reproduction
2.1.C.2	Engineer's Opinion of Probable Costs and Time	2	4	8		40		4			58	\$7,760			
2.1.C.3	Contingency (OPTIONAL)										0	\$0			\$5,000 LS
	Hours Subtotal:	18	64	48		140		40			412				
	Cost Subtotal:	\$4,320.00	\$12,480.00	\$7,200.00	\$18,100.00	\$8,800.00	\$0.00	\$7,600.00	\$0.00	\$0.00	\$53,600.00				\$7,000
2.1.D	Bidding Services														
	Bidding Services	2	20			20		20			62	\$7,980			
	Hours Subtotal:	2	20			20		20			62				
	Cost Subtotal:	\$480.00	\$3,800.00	\$0.00	\$3,300.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,880.00				

Contract Information: Newport Lane
 Consultant Information: CA Group
 Project Manager: Warren Call

Tasks		Billable Rate	\$240.00	\$185.00	\$150.00	\$115.00	\$65.00	\$60.00	\$175.00	\$130.00				
Name		Human Resources (Hours)												
Task No.	Description	Project Principal	Project Manager	Engineer	Engineering Intern / Designer	CADD Technician	Clerical	Independent QA/QC	Inspector	Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs	
2.1.E.	Contract Administration (OPTIONAL)													
2.1.E.1.	Contract Administration	20	80	24	18	18				158	\$18,960			
2.1.E.2.	Construction Contingency									0	\$0		\$15,000	
	Hours Subtotal:	20	80	24	18	18				158				
	Cost Subtotal:	\$4,800.00	\$15,600.00	\$3,600.00	\$1,845.00	\$1,045.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,890.00		\$15,000.00	
2.1.F.	Construction Staking (OPTIONAL)													
	Construction Staking	1	2							3	\$630		\$4,500	
	Hours Subtotal:	1	2							3				
	Cost Subtotal:	\$240.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.00		\$4,500.00	
2.1.G.	Inspection (OPTIONAL)													
	Inspection	2	8						458	468	\$62,700			
	Hours Subtotal:	2	8						458	468				
	Cost Subtotal:	\$480.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,700.00	\$0.00	\$82,740.00		\$0.00	
2.1.H.	Materials Testing (OPTIONAL)													
	Materials Testing	2	8							10	\$2,040		\$45,500	
	Hours Subtotal:	2	8							10				
	Cost Subtotal:	\$480.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,040.00		\$45,500.00	
2.1.I.	As-Built Information (OPTIONAL)													
	As-Built Information	2	8			48				58	\$4,540			
	Hours Subtotal:	2	8			48				58				
	Cost Subtotal:	\$480.00	\$1,560.00	\$0.00	\$0.00	\$2,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,540.00		\$0.00	
	Overall Hours Totals:	83	373	124	206	294	0	68	458	0	169			
	Loaded OH Costs Totals:	\$19,670	\$72,540	\$16,600	\$34,045	\$18,645	\$0.00	\$1,900	\$9,900	\$80,750	\$0		\$118,790	

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost	\$129,050
Optional Services	\$96,980
Subconsultants	\$95,790
Direct Expenses	\$3,000
Contingency	\$20,000
Total Estimated Services	\$324,820

CONTRACT TOTALS		
Task	Labor Hours	Task Subtotal
Task 2.1.A.	258	\$37,810
Sub 2.1.A.5		\$17,000
Sub 2.1.A.6-11		\$18,770
Sub 2.1.A.12.D		\$4,500
Task 2.1.B.	284	\$39,600
Direct 2.1.B.4.		\$1,000
Sub 2.1.B.1.		\$1,500
Task 2.1.C.	416	\$53,600
Direct 2.1.C.1		\$2,000
Task 2.1.C.3		\$5,000
Task 2.1.D.	62	\$7,980
Design Subtotal	1192,775	
Task 2.1.E.	158	\$76,980
Task 2.1.E.2		\$15,000
Task 2.1.F.	3	\$630
Sub 2.1.F.		\$4,500
Task 2.1.G.	468	\$62,700
Task 2.1.H.	10	\$2,040
Sub 2.1.H.		\$45,500
Task 2.1.I.	58	\$4,540
Construction Subtotal	\$182,540	

Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks 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 and approved 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, at any reasonable time. 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, City of Reno and City of Sparks 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 and approved by 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 approved by 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Kings Row Rehabilitation Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Lumos and Associates, Inc. to provide design and optional engineering during construction services for the Kings Row Rehabilitation Project in an amount not to exceed \$692,030; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Lumos and Associates, Inc. is for professional design services for the Kings Row Rehabilitation Project in the amount of \$350,620, and optional engineering during construction services (EDC) in the amount of \$341,410. The Project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue.

Lumos and Associates, Inc. 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 Lumos and Associates, Inc.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

The 2021 Roadway Reconstruction Project appropriations will be included in the FY 2021 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of March 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Lumos & Associates, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC delivers various rehabilitation/reconstruction projects as part of its Annual Pavement Preservation Program; and

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct Kings Row from Keystone Avenue to Wyoming Avenue (the "Project"); and

WHEREAS, Project will include roadway reconstruction, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, preparation of easement documentation, striping modifications and other incidentals necessary for the rehabilitation of the street within the Project limits; and

WHEREAS, RTC selected CONSULTANT from RTC 19-01 procurement of Civil Engineering Design and Construction Services for the Street and Highway Program list of preferred consultants to perform certain engineering, design, construction management, and quality assurance services in connection with the 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, 2021, 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 Key Personnel as identified in Exhibit A. Any changes to the Key Personnel 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 in connection with the Project 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, 2.1.B1, 2.1.C, 2.1.D1 to 2.1.D3)	\$259,780
Total OPTIONAL Design Services (Task 2.1.B2)	\$65,840
Contingency – Design Services (Task 2.1.D4)	\$25,000
Total OPTIONAL Construction Services (Tasks 2.1.E to 2.1.I)	\$301,410
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$40,000</u>
Total (Including Optional Services)	\$692,030

- 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 information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 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 execution of the Project that will be used in the Project and services rendered under this 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 Project 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 Jeff Wilbrecht 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 Alex Greenblat 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: Brian Stewart, P.E.
Director of Engineering
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

CONSULTANT: Steven G. Moon
Director, Construction Division
Lumos and Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521

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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, Interim Executive Director

LUMOS & ASSOCIATES, INC.

By: _____
Steven G. Moon, Director, Construction Division

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **KINGS ROW REHABILITATION/RECONSTRUCT**

The Regional Transportation Commission (RTC) has identified that Kings Row is in need of rehabilitation and/or reconstruction. This may include various maintenance techniques up to and including complete reconstruction of the paved roadway.

The Scope of Services for this project will include the following tasks: The RTC has identified approximately 4,500 linear feet of Kings Row that is in need of rehabilitation, this includes replacing sidewalk, replacing degraded curb and gutter, residential and commercial driveway improvements, ADA compliant pedestrian ramps at the affected intersections, new catch basins where needed, bus stop improvements, striping and signage. The scope of work for this project includes: topographic surveying, geotechnical investigation, agency coordination (TMWA, NV Energy, City of Reno), and preparation of construction documents, bid services, construction management, inspection, and quality assurance testing.

1. Project Management - includes ongoing meetings and coordination with RTC, City of Reno, and local utility providers.
2. Topographical Survey- includes a topographical survey with right of way research.
3. Geotechnical Investigation - includes a soils investigation and recommended rehabilitation/reconstruct options for this section of Kings Row.
4. Preliminary Design- includes the collection, review, and incorporation of background data provided by the local utility providers and the City of Reno base maps with the topographical survey. Limits of reconstruction will be determined and documented in preliminary plans.
5. Construction Documents- includes construction plans and technical specifications that will be prepared for review and acceptance by the RTC.
6. Bidding Services - includes technical assistance that will be provided to the RTC during the bidding process.
7. Project Design Contingency- a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the RTC.
8. Construction Administration – includes construction management, pre-construction meeting, coordination with the contractor, review of field reports and quantities, submittal review, invoicing, responding to request for information, and record drawings.
9. Quality Assurance Testing – includes sampling, testing, and documentation of all materials incorporated into the project. This includes materials delivered to the project that are listed in the Plans and Specifications. Materials to be tested will include bedding soil, soil backfill, asphalt concrete, aggregate base, native subgrade material, and Portland Cement Concrete.
10. Quality Control Inspection – includes an inspector to be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the RTC of the need for corrective action. Conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. Properly document all field conditions both existing and proposed for inclusion into the record drawings.
11. Construction Staking –includes providing supplementary control, construction stakes for roadway alignment and concrete improvements, and other information needed for construction.

Each of these tasks are defined in greater detail below. It is understood that the final design requirements will be adjusted as needed to meet the demands of the project and the needs of the RTC.

PROJECT UNDERSTANDING

CONSULTANT will provide professional engineering services for the Kings Row Rehabilitation / Reconstruction Project. The project limits include the portion of Kings Row from Keystone Avenue to Wyoming Avenue; which may include the returns for connecting cross streets at intersections.

TASK 2.1.A - PROJECT MANAGEMENT

Management of the overall project will include scheduling of CONSULTANT staff resources, RTC design review meetings, coordinating with agencies and utility providers, quality assurance reviews, and invoicing. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the preliminary design, as well as 60%, 90% and 100% design review meetings. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the Regional Transportation Commission upon request. This task also includes bi-weekly update meetings with RTC staff if needed.

TASK 2.1.B-1 – TOPOGRAPHIC SURVEY AND MAPPING

A project basemap will be created using ground collected survey field shots. The project will be surveyed at a point density and accuracy intended to obtain a horizontal scale of 1"=40' with a 1' contour interval consistent with National Map Accuracy Standards. Field shots will be obtained at critical locations such as edge of building corners, roadways, surface evidence of utilities, and sanitary sewer and storm drain lines. All relevant site features such as fences, vegetation, bollards and railroad features will be located. A digital terrain model and topographic basemap will be generated from the collected data.

Control established for the project, will be referenced to the Nevada State Plane Coordinate System, West Zone, NAD83 and based on the City of Reno Benchmarks using a local combined scale factor to establish ground values for the project. Existing survey monuments will be located and re-established in the field under Construction Staking task.

Utility information will be gathered from local providers and displayed on the base map. Catch basins and manholes will be dipped as needed for inclusion into the base map.

Lumos and Associates will gather all relevant record boundary and right-of-way information along the alignment and will use field location of recovered boundary monuments to rectify the record information and assemble a comprehensive right-of-way map for the project area.

TASK 2.1.B-2 – RIGHT-OF-WAY MAPPING AND ENGINEERING (OPTIONAL)

CONSULTANT will perform Right-of-Way mapping including preparation of temporary and/or permanent easement descriptions of up to 24 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed 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 shall pull preliminary Title Reports and updates as necessary for up to 24 parcels. All RTC comments shall be addressed prior to recordation. CONSULTANT will prepare Permission to Construct ("PTC") exhibits for up to 72 parcels. This excludes any legal descriptions relating to the PTC's.

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

Deliverables – Exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each affected parcel (up to 24). Exhibit for permissions to construct on each affected parcel (up to 72). Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel.

TASK 2.1.C - GEOTECHNICAL INVESTIGATION

CONSULTANT proposes a field investigation that will consist of approximately six (6) test pits within the roadway and six (6) core excavations within the roadway, in the area proposed for reconstruction. CONSULTANT will collect samples of each soil type encountered within the test pits and core excavations and document the existing pavement structural section. We understand CONSULTANT will provide the excavating and coring services, traffic control, and patching (for core holes).

CONSULTANT herein proposes to provide laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and our conclusions and recommendations from a geotechnical perspective. Our Geotechnical Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- Identification of all Test Pit and Core Hole Locations
- Soil Sampling/Coring
- USA Dig Notification
- Excavation/ Backfill/ Patch
- Traffic Control

Laboratory analysis may include:

- Atterberg Limits
- R-Value
- Grain Size Analysis (including fines and moisture content)
- Soluble Sulfates
- Expansion Index
- Proctor
- Cement Treated Soils Compression Tests

Report, Recommendations, and Conclusions:

- Table of Contents
- Project Location, Background, and Purpose
- Exploration Logs and Maps
- Site Conditions
- Field Investigation
- Soil Types and Classifications
- Laboratory Test Results
- Site Preparation Recommendations
- Pavement Structural Design & Recommendations
- Construction Procedures
- Ground Water Depth, if Encountered

Prior to the completion of the geotechnical report, CONSULTANT will meet with the RTC's Project Manager to present feasible road rehabilitation alternatives.

TASK 2.1.D-1 - PRELIMINARY DESIGN

Existing Improvement Assessment - CONSULTANT shall perform a condition survey and determine the replacement limits for curb and gutter, valley gutters, sidewalk, and driveway approaches in accordance with Regional Transportation Commission criteria for curb and gutter, valley gutter, sidewalk and driveway replacements. CONSULTANT shall perform a surface drainage condition assessment and improve drainage issues within the project limits including but not limited to catch basins, ditch inlets, storm drain manholes, and storm drain pipes. CONSULTANT shall also evaluate existing pedestrian ramps within the project limits for compliance with current ADA standards. CONSULTANT will evaluate striping modifications to include bike lanes. This project will include a Special Assessment District (SAD) for new sidewalk improvements and replacement as needed. City of Reno will mark out sidewalks and driveways in white paint to be assessed and CONSULTANT will incorporate all assessed concrete areas into roadway design plans, specifications and quantity totals. Preliminary improvement plans and cost estimate will be provided at a 30% level, including any proposed utility improvements. The intent of this task is to determine the project improvement limits. No vertical design or grading details will be provided on the Preliminary improvement plans.

TASK 2.1.D-2 - CONSTRUCTION DOCUMENTS

CONSULTANT shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with the RTC's standards and requirements.

The final construction plans will be on 11 "x 17" size sheets (half size 22"x34"). The plans will show all elements of project construction including but not limited to reconstruction plan and profile view, subsurface plan and profiles for storm drain improvements, right-of-way lines, property owners name, property APN and site address, and any other details necessary for construction.

60% and 90% Improvement plans submittal:

CONSULTANT will submit 60% design plans, to the RTC and utility companies for review. At a minimum, the 60% design plans will include the following: cover sheets, preliminary note sheets, plan and profile sheets with and existing parcel base with owner names and addresses, rights-of-way, base map of existing conditions, existing utilities, and preliminary detail sheets. An updated cost estimate will also be included.

The 90% design plans will include a title sheet, Index sheet map, detail sheets, existing surface features, existing subsurface utilities, and plan and profile sheets with final roadway alignment (horizontal and vertical) identified for the project. In addition, CONSULTANT will include final storm drain plans, traffic control plans where needed for permits, striping plan, pedestrian ramp grading plans, and any other details necessary for construction. CONSULTANT will prepare an outline of bid items (using the Regional Transportation Commission standard format) and an engineering estimate of probable construction cost.

The 90% design plans will address all comments generated from the 60% design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (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 Regional Transportation Commission will electronically

provide CONSULTANT the boilerplate of the contract documents and technical specifications in MS Word format.

100% Improvement plan and Specification Submittal:

100% construction documents shall be distributed to the RTC and utility companies for final comment. The 100% improvement plans and specifications will address all comments generated from the 90% improvement plan and specification review.

The 100% plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Index Sheet Map, Symbol Legend & applicable abbreviations
- Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4')
- Detailed Grading Plans
- Striping and Signage Plan
- Typical Sections (scales as noted)
- Standard Detail Sheets (scales as noted)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Estimate of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by CONSULTANT.

CONSULTANT will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required.

Plan Production and Distribution:

At 60%, 90%, 100% and Final project milestones CONSULTANT will submit up to three (3) sets of plans on 11"x17" size sheets (half size) and technical specifications (at appropriate milestones). The RTC will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

At 60%, 90%, and 100% project milestones, CONSULTANT will conduct one (1) meeting with the RTC to review the design and discuss design comments. CONSULTANT understands that additional meetings may be required to discuss review comments and design issues.

Final Bid Documents:

Final review comments will be incorporated into the plans and specifications. CONSULTANT will submit final construction documents suitable for bid advertisement in accordance with the Regional Transportation Commission standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. CONSULTANT will prepare final PDF's of the signed and sealed plans and deliver electronically to the Regional Transportation Commission. Signed and sealed Construction Documents shall be delivered to the Regional Transportation Commission electronically in MS Word and PDF format. The Regional Transportation Commission will upload to the RTC's E-Plan Room.

TASK 2.1.D-3 - BIDDING SERVICES

CONSULTANT will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. In addition, all questions and responses will be documented and provided to Regional Transportation Commission.

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.

CONSULTANT will attend bid opening and compile a bid tab to assist the RTC in evaluating the bids.

TASK 2.1.D-4 – PROJECT DESIGN CONTINGENCY

The Project Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the RTC, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with CONSULTANT' fee schedule. A standard fee schedule is incorporated into this proposal.

2.1.E – J - 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.

TASK 2.1.E – CONSTRUCTION ADMINISTRATION (OPTIONAL)

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- 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
- 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
- Provide weekly electronic quantities
- Supervise the inspection 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
- Provide final test results, field reports in an electronic .pdf on diskette

TASK 2.1.F – CONSTRUCTION STAKING (OPTIONAL)

Provide construction staking at offsets designated by the contractor for the curb and gutter, sidewalk, spandrels, driveways, pedestrian ramps, bus pads, and catch basins. This will be limited to one (1) set of finish grade stakes.

Provide record of survey for existing monuments. Field locate street monuments in Kings Row. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using local combined scale factor to establish ground values for the project. Punch marks along with a "PLS" number will be

placed on newly installed street centerline monuments. A Record of Survey will be prepared and filed with the Office of the Washoe County Recorder depicting the survey monuments that have been located and re-established.

TASK 2.1.G – CONSTRUCTION INSPECTION (OPTIONAL)

The following staffing shall be provided for the duration of project construction:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior Inspector, ten (10) hour workdays for Ninety (90) shifts, for a total of 900 hours.

The 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 RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of 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

TASK 2.1.H – MATERIALS TESTING (OPTIONAL)

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill, pipe bedding, 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). Laboratory tests are anticipated to include cement treated base compression tests (24), moisture density curves (8), Atterberg limits (8), sieve analysis (8), and concrete compression tests (150).
- 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 asphalt concrete placement, and on-site PCC testing & sampling. Eighty (80) hours of field testing are anticipated.
- Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Sixteen (16) – hot mix samples are anticipated.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Forty-eight (48) – asphalt cores are anticipated. Test reports will also include percent compaction.

TASK 2.1.I – RECORD DRAWINGS (OPTIONAL)

Provide as-built record drawings for the completed project. One set of blue line and two sets of electronic drawings, in PDF format (24" x 36" at 300dpi), on diskette will be provided to RTC for its files and distribution to City of Reno.

The final record drawings must be identified, dated and signed as the record drawings and must also contain the engineer's stamp and signature. These drawings may include 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 copy of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

TASK 2.1.J – CONSTRUCTION SERVICES CONTINGENCY (OPTIONAL)

This task is contingency for miscellaneous increases within the scope of this contract in the performance of services. 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. This task may or may not be used at the sole discretion of the RTC.

ASSUMPTIONS/ EXCEPTIONS:

- Work outside the established scope of work can be performed on a time and materials basis in accordance with Exhibit B.
- Right-of-Way mapping services above and beyond the scope listed above can be provided upon RTC Authorization and billed to the Design Contingency Task.

PROJECT SCHEDULE

Consultant agreement to RTC Board:
Start Design/Project Kickoff: April 1, 2020
Preliminary Plans: June 2, 2020
Final Construction Documents: December 19, 2020
Advertise: December 20, 2020
Open Bids: January 18, 2021
Start of Construction: March 1, 2021
End of Construction: June 30, 2021

Reference the attached Exhibit A-1 for detailed schedule outline.

SAMPLE

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Principal in Charge/Project Manager – Steven G. Moon, P.E.
- Group Manager – Thomas W. Young, P.E.
- Project Engineer – Alex Greenblat, P.E.
- Construction Project Coordinator – Brian Harer
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – John Gomez, P.L.S.

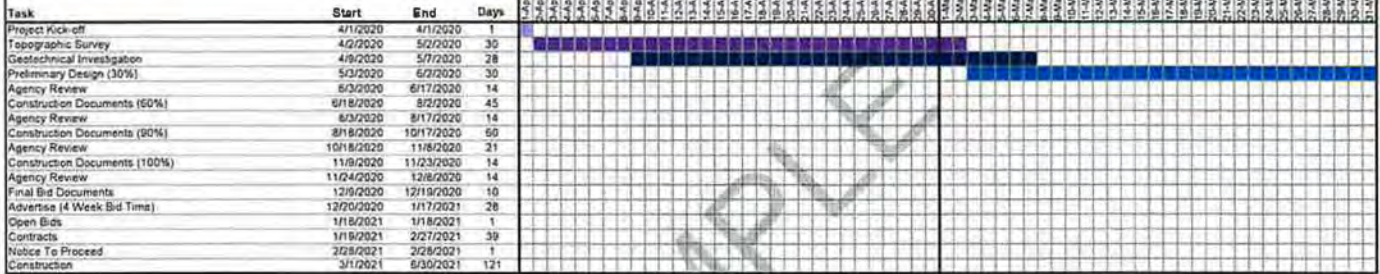
SAMPLE

RTC Kings Row Rehabilitation/Reconstruct
Exhibit A-1

Design & Construction Schedule



Beginning 4/1/2020
Ending 6/30/2021



SAMPLE

RTC Kings Row Rehabilitation/Reconstruct
Exhibit A-1



Design & Construction Schedule

Beginning 4/1/2020
Ending 6/30/2021

June 2021

Task	Start	End	Days	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	6-Jun	7-Jun	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun	15-Jun	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	30-Jun
Project Kick-off	4/1/2020	4/1/2020	1																														
Topographic Survey	4/2/2020	5/2/2020	30																														
Geotechnical Investigation	4/9/2020	5/7/2020	28																														
Preliminary Design (30%)	5/3/2020	8/2/2020	30																														
Agency Review	6/3/2020	8/17/2020	14																														
Construction Documents (60%)	8/18/2020	8/2/2020	45																														
Agency Review	8/3/2020	8/17/2020	14																														
Construction Documents (90%)	8/18/2020	10/17/2020	60																														
Agency Review	10/18/2020	11/8/2020	21																														
Construction Documents (100%)	11/9/2020	11/23/2020	14																														
Agency Review	11/24/2020	12/8/2020	14																														
Final Bid Documents	12/8/2020	12/18/2020	10																														
Advertise (4 Week Bid Time)	12/20/2020	1/17/2021	28																														
Open Bids	1/18/2021	1/18/2021	1																														
Contracts	1/19/2021	2/27/2021	39																														
Notice To Proceed	2/28/2021	2/28/2021	1																														
Construction	3/1/2021	6/30/2021	121																														

SAMPLE

Exhibit B

Cost and Fees

SAMPLE

PROJECT BUDGET

RTC - KINGS ROW REHABILITATION/RECONSTRUCT
EXHIBIT B

DATE: 2/19/2020

BUDGET ESTIMATE	FEE	\$235	\$195	\$155	\$130	\$125	\$180	\$125	\$75	\$180	\$180	\$130	\$220	\$740	\$100	PLANS/SEC			
TITLE	DIRECTOR	GEOTECH ENGINEER	PROJECT ENGINEER	PROJECT DESIGNER	SENIOR INSPECTOR	PROJECT MANAGER	GEOTECH TECHNICIAN	ADMIN		SURVEY MANAGER	SENIOR SURVEYOR	STAFF (SURVEYOR)	2 MAN CREW	2 MAN CREW	FIELD TECHNICIAN II	COPIES	OTHER	TOTAL	
2.1.A - Project Management																			
Project Management		8					80												\$16,280
Project Meetings/Coordination		8					40												\$9,080
Quality Assurance/Quality Control		16					40												\$10,800
Sub Total Hrs.		32					160												192
Sub Total \$		\$7,520					\$28,800												\$36,320
2.1.B-1 - Topographic Survey and Mapping																			
Existing Topography / Subsurface Utilities										8		44	62					\$2,000	\$25,200
Project Control / Boundary & RAW Determination										44			40						\$16,720
Sub Total Hrs.										52		44	122						218
Sub Total \$										\$9,360		\$5,720	\$26,840				\$2,000		\$43,920
2.1.B-2 - Right-of-Way Mapping																			
Preliminary Title Reports										12								\$16,800	\$18,860
Permission to Construct Exhibits				80			8												\$11,840
Easement Exhibits and Legal Descriptions										24	192								\$35,040
Sub Total Hrs.				80			8			36	192								318
Sub Total \$				\$10,400			\$1,440			\$6,480	\$30,720							\$16,800	\$65,840
2.1.C - Geotechnical Investigation																			
Field Investigation							40											\$5,000	\$5,400
Report & Meeting w/ RTC		2	16				40		20										\$10,480
Sub Total Hrs.		2	16				80		20										118
Sub Total \$		\$470	\$3,120				\$10,800		\$1,500									\$5,000	\$21,890
2.1.D-1 - Preliminary Design																			
Utility Research/Facility Data Acquisition				8	16		4												\$4,040
Evaluating Improvements Condition Assessment				40	100		40												\$5,040
Preliminary Plan Sheets (30%) & Estimate		2		48	124		40		20										\$22,550
Sub Total Hrs.		2		48	124		40		20										234
Sub Total \$		\$470		\$7,440	\$16,120		\$5,000		\$3,600										\$32,630
2.1.D-2 - Construction Documents																			
50% Improvement Plans & Spec Outline		4		60	140		24												\$32,780
90% Improvement Plans & Specs		8		100	240		40												\$55,780
100% Improvement Plans & Specs		4		40	100		16												\$23,020
Final Bid Documents		2		18	40		8												\$9,590
Sub Total Hrs.		18		218	520		88												642
Sub Total \$		\$4,230		\$33,480	\$67,600		\$15,840												\$121,150
2.1.D-3 - Bidding Services																			
Bidding Services		2		8			12												\$3,870
Sub Total Hrs.		2		8			12												22
Sub Total \$		\$470		\$1,240			\$2,160												\$3,870
2.1.D-4 - Project Design Contingency																			
Project Design Contingency																			\$25,000
Sub Total Hrs.																			
Sub Total \$																			\$25,000
Subtotal Hrs.		56	16	272	724	40	268	80	20	88	192	44	122						1842
SUBTOTAL DESIGN SERVICES		\$13,160	\$3,120	\$42,160	\$84,120	\$5,000	\$51,840	\$10,800	\$1,500	\$15,840	\$30,720	\$5,720	\$26,840					\$49,800	\$359,628

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks 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 and approved 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, at any reasonable time. 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, City of Reno and City of Sparks 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 and approved by 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 approved by 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

March 20, 2020

AGENDA ITEM 3.9

TO: Regional Transportation Commission

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


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: **Transfer of right-of-way to the Nevada Department of Transportation previously relinquished to the RTC for a portion of Double R Boulevard**

RECOMMENDATION

Approve a transfer of right-of-way from the Regional Transportation Commission (RTC) to the Nevada Department of Transportation (NDOT) previously relinquished to RTC for a portion of Double R Boulevard.

SUMMARY

At the November 17, 2000, meeting, the RTC Board approved a resolution whereby NDOT relinquished right-of-way for a portion of Double R Boulevard to the RTC (see Attachment A). The RTC planned to use the relinquished right-of-way for the construction of a proposed road and then transfer the road to the city or county. The proposed road, however, was never constructed.

The deed transferring the relinquished right-of-way to the RTC provides that all right, title and interest in the property reverts back to NDOT if the purpose for which the right-of-way was relinquished ceases to exist. After meetings between RTC and NDOT staff, it was decided that the relinquished right-of-way should be transferred back to NDOT as provided for in the deed. RTC staff seeks the approval of the Commission to transfer the right-of-way back to NDOT.

FISCAL IMPACT

No fiscal impact will result from this action.

PREVIOUS ACTIONS BY BOARD

November 17, 2000 Approved a resolution consenting to relinquishment by the Nevada Department of Transportation of right-of-way for a portion of Double R Boulevard, a.k.a. Wilbur Mays Parkway, and transfer of same to the Regional Transportation Commission.

ADDITIONAL BACKGROUND

As part of the I-580 extension project, Patriot to Mt Rose Highway, NDOT secured right-of-way for portions of Zolezzi Lane (now known as Damonte Ranch Parkway) and Wilbur Mays Parkway (now known as Double R Boulevard). NDOT's acquisition of a 100-foot right-of-way for the south leg of Double R Boulevard at its intersection with Damonte Ranch Parkway occurred 1994. At the time of acquisition, the 100-foot right-of-way was obtained to accommodate a major arterial roadway facility.

Since 1994, RTC's Regional Transportation Plan has changed so that Double R Boulevard (south of Damonte Ranch Parkway) was no longer a road of regional significance and identifies Damonte Ranch Parkway as the major north/south arterial through the Southeast Truckee Meadows Specific Plan Area. Through NDOT's consultation with RTC, City of Reno, and Washoe County, it determined the right-of-way corridor could be reduced, allowing public access with a 42-foot minor collector right-of-way.

After Damonte Ranch Parkway had been constructed, NDOT relinquished the remaining 42-foot right-of-way corridor to RTC. RTC approved the Resolution allowing the Nevada State Transportation Board to approve the same. RTC planned to transfer the right-of-way to the City of Reno or Washoe County upon closure of jurisdictional issues pertinent to this area and road construction. The road was never constructed and therefore no transfer occurred.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



2592457
98/31/2991
1 of 6

Nevada Department of Transportation
Right-of-Way Division
Attn: Walter McClellan
1263 S. Stewart St.
Carson City, NV 89712
Ptn. of APN's 160-030-05
160-520-05
160-520-29

Control Section WA-74
Project QF-395-2(17)
E.A. 71565
Route I-580 Former Route US-395
Parcel: B
LEGAL DESCRIPTION PREPARED BY:
GARY O. WHEELER, P.L.S.
STATE OF NEVADA, Lic. No. 12685
*9475 Double "R" Blvd
Ste. 8
Reno, NV 89511*

RESOLUTION OF RELINQUISHMENT
OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY

WHEREAS, the State of Nevada, Department of Transportation, presently holds a fee simple interest in that certain right-of-way for a portion of Wilbur Mays Parkway, extending from the southerly right-of-way line of Damonte Ranch Parkway, to a point 783 feet southerly; and

WHEREAS, said right-of-way is delineated by shading and identified as parcel number B on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in NRS 408.527, the Nevada Department of Transportation may, by resolution of the board, relinquish to cities and counties any portion of any State highway which has been superseded by relocation or which the department determines exceeds its needs. If the purpose for which it is relinquished is abandoned or ceases to exist, then all right, title and interest of the city or county reverts back to the department; and

WHEREAS, said right-of-way is of no further contemplated use by the State of Nevada, Department of Transportation due to that portion of Wilbur Mays Parkway being in excess of its needs; and



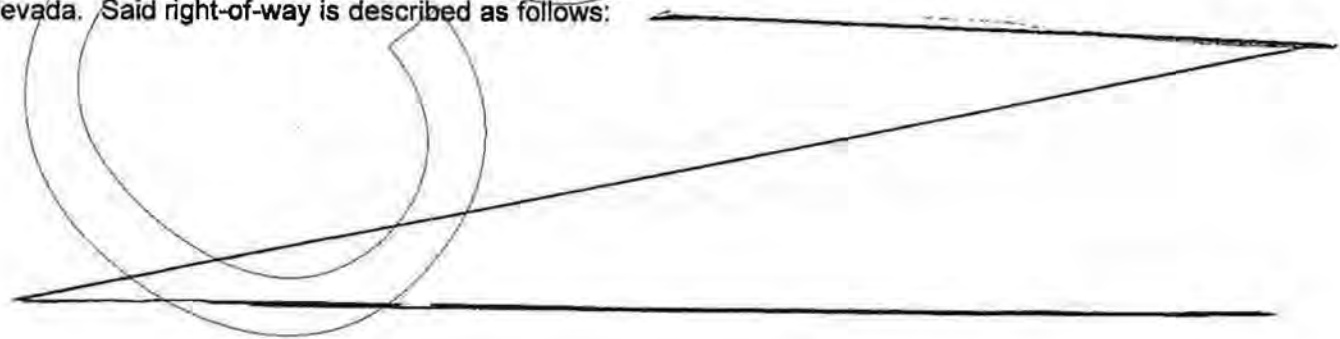
WHEREAS, the Washoe County Regional Transportation Commission has requested the relinquishment of aforesaid portion of highway for the purpose of a roadway system.

WHEREAS, Washoe County Regional Transportation Commission, entered into an agreement with the Nevada Department of Transportation on November 17, 2000, to accept the hereinafter described designated road as a part of the County of Washoe road system; and

WHEREAS, Washoe County Regional Transportation Commission, of the State of Nevada, consented by resolution passed and adopted on November 17, 2000, to the Nevada Department of Transportation relinquishing the aforesaid portion of said road to the Washoe County Regional Transportation Commission.

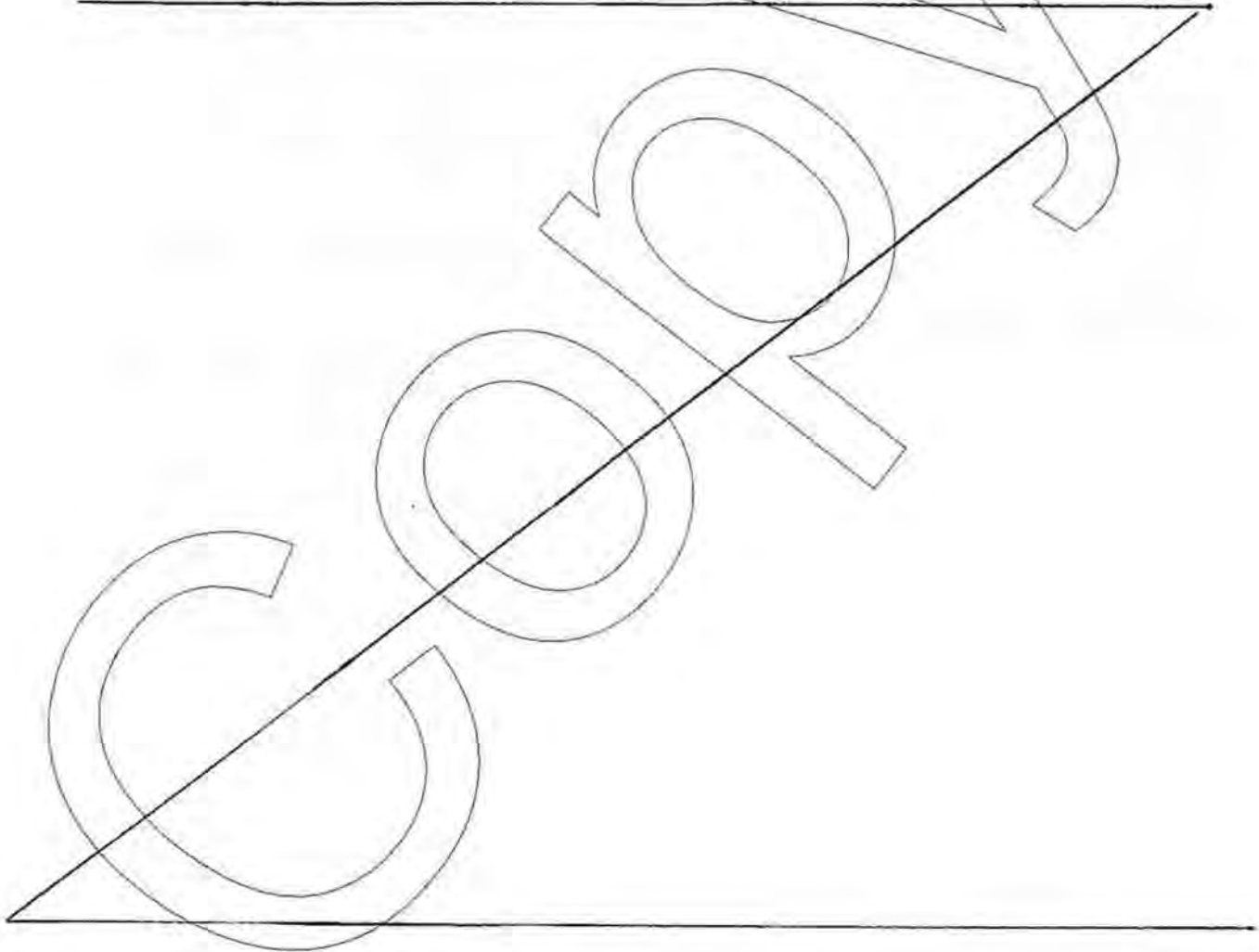
WHEREAS, NRS 408.527 provides that the Department of Transportation may relinquish any portion of a State Highway which has been superseded by relocation or which the department determines exceeds its needs after the department and a city or county have entered into an agreement and the city or county legislative body has adopted a resolution consenting thereto.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described right-of-way and incidents thereto, being all that land, delineated by shading and identified as parcel number B on Exhibit "A" attached hereto and made a part hereof, is hereby relinquished to the Washoe County Regional Transportation Commission of the State of Nevada. Said right-of-way is described as follows:





BEGINNING at a point on the right or southerly right-of-way line of Damonte Ranch Parkway (former Zolezzi Lane), 80.00 feet right of and at right angles to Highway Engineer's Station "Z" 39+97.17 P.O.B.; said point of beginning further described as bearing N. 30°10'43" E. a distance of 2,217.33 feet from the southwest corner of Section 16, T. 18 N., R. 20 E., M.D.M.; thence along a line N. 55°21'16" E., 156.10 feet; thence along the arc of a non-tangent curve to the left having a tangent bearing of S. 55°21'16" W. and a radius length of 60.00 feet, through a central angle of 83°21'16", and an arc length of 87.29 feet; thence along a line S. 28°00'00" E., 144.02 feet; thence along the arc of a tangent curve to the right with a radius length of 521.00 feet, through a central angle of 28°51'25", and an arc length of 262.40 feet; thence along a line S. 00°51'29" W., 242.60 feet; thence along a line N. 89°23'14" W., 42.00 feet; thence along a line N. 00°51'29" E., 242.78 feet; thence along the arc of a tangent curve to the left with a radius length of 479.00 feet, through a central angle of 28°51'29", and an arc length of 241.26 feet; thence along a line N. 28°00'00" W., 125.55 feet; thence along the arc of a tangent curve to the left with a radius length of 60.00 feet, through a central angle of 90°00'00", and an arc length of 94.25 feet to the point of beginning, said parcel contains an area of 0.70 acres (30,529 square feet), more or less.





The parties acknowledge that this document serves as the required agreement and resolution with and by the local body and that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

It is the intent of the Department of Transportation to relinquish to the Washoe County Regional Transportation Commission all of the Department's right, title and interest in and to the aforesaid described right-of-way as shown by shading on Exhibit "A", attached hereto and made a part hereof.

DATED this 31st day of August, 2001.

APPROVED AS TO LEGALITY AND FORM:

Brian Hutchins
Brian Hutchins
Deputy Attorney General
Chief Counsel

ATTEST:
Jeffrey Fontaine
Jeffrey Fontaine, Secretary to the Board

STATE OF NEVADA,
DEPARTMENT OF TRANSPORTATION
BOARD OF DIRECTORS

Kerry Guinn
Kerry Guinn, Chairman

Lorraine Hunt
Lorraine Hunt, Member VICE-CHAIR

Frankie Sue Del Papa
Frankie Sue Del Papa, Member

Kathy Augustine
Kathy Augustine, Member

James A. Thornton
James A. Thornton, Member

Thomas G. Gust
Thomas G. Gust, Member

Rev. Caesar J. Caviglia
Rev. Caesar J. Caviglia, Member

Certified a true and correct copy of the original which is on file at the Headquarters office of the State of Nevada, Department of Transportation, Carson City, Nevada.
Walter [Signature]
STAFF SPECIALIST



PL 12/11/00

LINE	LENGTH	BEARING
L1	30.00	S00°31'29"W
L2	123.60	N88°00'00"W
L3	40.00	N82°00'00"E
L4	125.85	S88°00'00"E
L5	242.78	S00°31'29"W
L6	73.51	N88°23'14"W
L7	20.52	N88°00'00"W
L8	295.78	S00°31'29"W
L9	242.60	N00°31'29"E
L10	13.38	S88°23'14"E
L11	362.14	S00°31'29"W
L12	28.70	N88°23'14"W
L13	158.10	N85°21'18"E

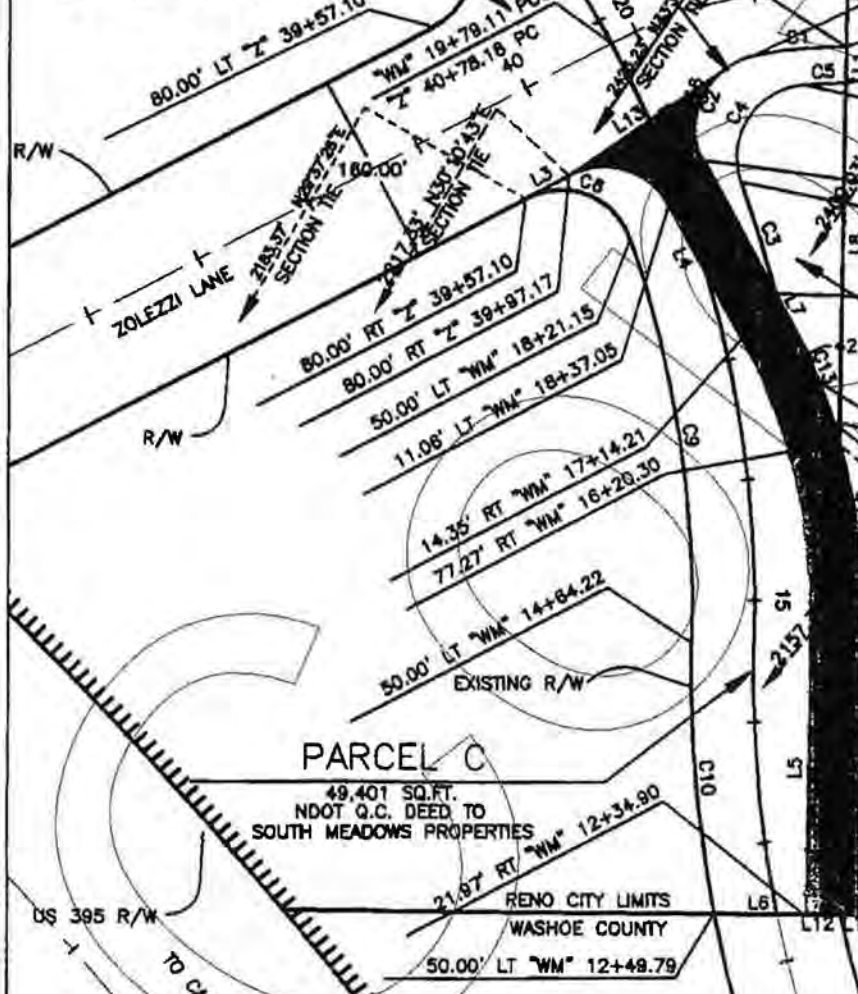
CURVE	LENGTH	RADIUS	DELTA
C1	74.30	350.00	12°09'47"
C2	111.23	60.00	106°13'11"
C3	86.03	1050.00	05°14'28"
C4	108.82	60.00	104°00'23"
C5	33.84	320.00	08°04'34"
C6	103.73	60.00	89°03'03"
C7	84.28	60.00	80°00'00"
C8	241.28	479.00	28°31'28"
C9	338.08	850.00	20°27'02"
C10	225.18	1050.00	12°17'09"
C11	78.78	80.00	72°20'20"
C12	44.58	1050.00	02°28'37"
C13	113.60	821.00	12°28'31"
C14	148.81	821.00	18°21'54"
C15	39.11	850.00	02°17'84"
C16	87.29	60.00	83°21'18"

PARCEL D
8,744 SQ.FT.
NDOT Q.C. DEED TO SOUTH MEADOWS PROPERTIES
AND THEN SOUTH MEADOWS PROPERTIES
TO TRI-PARTNERS
017.161
151,317 SQ.FT.
CITY OF RENO

017.144
69,444 SQ.FT.
RENO CITY LIMITS
WASHOE COUNTY
50.00' RT "Z" 41+81.39
50.00' RT "Z" 42+76.25
80.00' RT "Z" 42+76.02
80.00' RT "Z" 42+33.80
28.18' RT "WM" 18+60.81
50.00' RT "WM" 18+35.03
50.00' RT "WM" 17+43.55

PARCEL E
15,374 SQ.FT.
NDOT DIRECT SALE
TO TRI-PARTNERS
PROPOSED R/W
PARCEL B
30,529 SQ.FT.
RES. OF RELINQUISHMENT
NDOT TO WASHOE R.T.C.
45.07' RT "WM" 14+83.78

COUNTY OF WASHOE
PARCEL A
7,057 SQ.FT.
TRI-PARTNERS
DONATED TO NDOT
EXISTING R/W
PROPOSED R/W



STATE OF NEVADA
DEPT. OF TRANSPORTATION R/W DIVISION
DATE: DECEMBER 11, 2000
EXHIBIT "A"
APPROVED: *Halano Salangan*
SCALE: 1"=150' SHEET 1 OF 1 SHEETS



COPY

DOC # 2592457

08/31/2001 04:17P Fee:NC

BK1

Requested By

NEVADA STATE

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 8 of 8 RPT 0.00





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: Doug Maloy, P.E.
Engineering Manager



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Change Order No. 11 for the Southeast Connector Phase 2 Project

RECOMMENDATION

Approve Change Order No. 11 (CO 11) increasing the total contract amount of the agreement with Granite Construction, Inc. (Granite) for Construction Work Phase 2 Southeast Connector, between Clean Water Way and South Meadows Parkway, by \$327,736 for a new total contract amount of \$158,588,256; authorize the Interim Executive Director to execute CO 11.

SUMMARY

Construction of the Southeast Connector Phase 2 Project roadway improvements are complete. The contract between the RTC and Granite includes continuing maintenance and monitoring of the constructed wetland areas including those constructed in accordance with the US Army Corps of Engineers 404 Permit. Work to be provided as a result of this change order is associated with the constructed wetlands.

Previous change orders CO 1 thru CO 10 were in the total cumulative amount of \$3,820,726. All previously approved change orders were the result of changes in work directed by the RTC which are compensable events under Section 14.D(2)(a) of the Agreement for Construction Work Phase 2 Southeast Connector Between Clean Water Way and South Meadows Parkway between the RTC and Granite Construction, Inc.

Work included in CO 11 consists additional wetland maintenance that is the result of adverse impacts from flooding that occurred during construction. Subsequent to completion of the construction of the wetlands, it has been determined that specific areas that were subject to five-year flood event(s) during construction adversely impacted the plantings and associated weed maintenance. In accordance with the specifications and construction agreement, the Contractor is eligible for compensation for the specific extra work included in the proposal from Granite dated March 9, 2020.

FISCAL IMPACT

The original total contract amount was \$152,439,794. Taking into account previously approved change orders in the amount of \$3,820,726 and CO 11 in the amount of \$327,736, the revised total contract amount is \$156,588,256. The total contract amount is within the current Fiscal Year 2019 Program of Projects budget.

PREVIOUS ACTIONS BY BOARD

October 22, 2018	Approved Change Order 10 in the amount of \$363,723 and authorized the Executive Director to execute CO 10.
September 21, 2018	Approved Change Order 9 in the amount of \$608,344 and authorized the Executive Director to execute CO 9.
February 20, 2015	Approved the Guaranteed Maximum Price and Construction Contract with Granite Construction.
May 16, 2014	Approved the recommendation of Atkins North America as the Construction Manager for Phase 2.
January 17, 2014	Approved a Request for Proposals advertisement for Construction Management Services for Phase 2.
July 19, 2013	Approved the recommendation of Stanley Consulting to provide ICE services and approved a pre-construction services contract with Granite Construction.
May 17, 2013	Approved the recommendation of Granite Construction Company to provide Pre-Construction Services for Phase 2 design.
April 19, 2013	Approved the short list of Contractors for interviews for Phase 2 Pre-Construction Services.
January 18, 2013	Approved a Request for Proposals advertisement for Construction Manager At Risk pre-construction services for Phase 2. Approved the PSA Amendment with TY Lin for Design Services During Construction for Phase 1.
November 21, 2012	Approved the Construction Contract with Kiewit Western. Approved the Construction Services Contract with Atkins Global. Approved an Interlocal Cooperative Agreement between the RTC and the Truckee Meadows Water Reclamation Facility to grant the RTC rights to construct Phase 1 on TMWRF property.

October 19, 2012	Accepted a staff update.
September 7, 2012	Accepted a staff update and approved Atkins North America for Construction Services for Phase 1.
August 17, 2012	Accepted a staff update and delayed the recommended selection of Atkins North America for Construction Services for Phase 1. Approved a Design Cost Agreement with NV Energy for the relocation of overhead power poles at Clean Water Way.
July 20, 2012	Accepted a staff update and approved CH2M Hill for Phase 2 Final Design services. The shortlist for Phase 1 Construction Services was also approved.
June 15, 2012	Accepted a staff update.
May 18, 2012	Accepted a staff update.
April 20, 2012	Approved advertising RFP's for Phase 1 Construction Services and Phase 2 Final Design.
March 16, 2012	Accepted a staff update and approved the Pre-Construction Services Contract with Kiewit Western.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



Project No. 532013 **CONTRACT CHANGE ORDER (C.O.) NO.** 11 Sheet 1 of 1
 Change Order Requested By: Doug Maloy Date 3/9/2020
 To Granite Construction, Contractor for the SouthEast Connector Phase 2 Project.
 You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS
Date _____

This change order is for changes in the Work directed by the RTC in accordance with the Agreement for Construction Work approved by the RTC Board of Commissioners on February 20, 2015 and signed by the RTC Executive Director on April 10, 2015. The extra work and costs are specifically described in the attached "Request for Changes" letter from Granite Construction dated March 9, 2020, including attachments thereto (Exhibit A). The change order amount will be paid for on a time and materials basis and include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

This extra work includes weed abatement and associated maintenance in specific areas adversely affected by 5-year flood events on the Steamboat Creek that occurred at various times during the construction period as described in Exhibit A. In the Agreement for Construction Work, the "Plant Establishment and Revegetation Work" is set forth in Section 338 of the Special Technical Specifications. Per Section 338.03.01.11, the "Contractor will not be held responsible for poor revegetation and plant establishment that are beyond his control." "Conditions defined as being beyond the control of the Contractor for the plant establishment includes... A 5-year flood event on Steamboat Creek as measured at the USGS station on Clean Water Way."

This change order is specifically for extra work necessary as a result of 5-year flood events that meet the description in Section 338.03.01.11. This change order does not change any of the other contractual obligations between the RTC and Granite Construction, including but not limited to, all revegetation and plant establishment maintenance responsibilities for areas outside the 5-year flood event limits. All work shall be in accordance with Exhibit A, the Agreement for Construction Work, and permits associated with the Southeast Connector Phase 2.

The work to be provided as a result of this change order will occur, and be as approved by, the RTC and shall be paid for on a time and materials basis with a "not to exceed" amount of \$327,736. The "not to exceed" amount is based on a two year schedule for treatment and maintenance per Exhibit A.

Original Contract Amount:	\$ 152,439,794.09	Contract time prior to this C.O.:	656
Previously Approved C.O. Amounts:	\$ 3,820,726.12	Net increase resulting from this C.O.:	0
Net Increase from this C.O.:	\$ 327,736.00	New Contract Time with this C.O.:	656
Total Revised Contract Amount:	\$ 156,588,256.21		
Total Percent Change all C.O.'s:	2.72 %		

RTC CONTRACT COMPLIANCE OFFICER APPROVAL
Date _____

Contractor Acceptance: Accepted Date: <u>March 9, 2020</u> By (Print Name): <u>Brian Roll</u> Signature:	RTC Approval: Recommended by (RTC Project Manager): _____ Date: _____ Department Director: _____ Date: _____ Chief Finance Officer: _____ Date: _____ Executive Director: _____ Date: _____
---	---

NOTE: This Change Order is not effective until approved by Executive Director, RTC.
 NOTE: Previously approved C.O. amounts includes the full approved amount of C.O. 1.



March 9, 2020

Regional Transportation Commission
1105 Terminal Way, Suite #108
Reno, NV 86502
Attn: Doug Maloy, Project Manager

Reference: SEC Phase 2

Subject: Request for Changes due to Additional Weed Management in Floodplain Areas


Dear Mr. Maloy,

Granite Construction ("Granite") appreciates our ongoing relationship with The Regional Transportation Commission ("RTC") Team on the Southeast Connector Phase 2 project. In accordance with *Sec. 14 Categories of Changes to Contract Time or Construction Price*, Granite respectfully requests equitable adjustment for extra work associated with weed management issues beyond our control.

Soil Tech has prepared a proposed T&M request for the associated work due to the 5 year flood events. The methodology and work approach are attached along with their not to exceed price of \$327,736.00. Daily costs will be tracked and agreed upon with your assigned representative, and based on certified payroll reports and actual invoices.

Should you have questions or require additional information, please do not hesitate to contact me.

Regards,
Granite Construction Company


Brian Roll
Area Manager

Attachment

CC: George Jordy, Atkins
Brian Dowd, Granite
Josh Whellams, Soil Tech

Reply To: Granite Construction
1900 Glendale Ave.
Sparks, NV 89432-2087
775.358.8792 Office | 775.358.03732 Fax



February 28th, 2020

Mr. Doug Malloy, P.E.
Engineering Manager
Regional Transportation Commission
1105 Terminal Way Suite 108
Reno, NV 89502

RE: Southeast Connector Phase 2, Change Order for Weed Management in Floodplain Areas

Dear Doug,

Please consider this letter as a formal change request to address additional scopes of work associated with the 5 year flood events. The purpose for this change request is to ensure the success of the revegetation and wetland mitigation for this project by eradicating and controlling the weeds brought upon by the flood events. This weed mitigation effort is based solely on exposed surfaces within the flood affected areas. For purposes of clarification, all of the ongoing weed mitigation efforts outside of the flood boundaries are part of the current contracted maintenance scope and will continue to be executed and billed accordingly.


Work performed under the flood area scope will be invoiced as agreed upon per time and materials rates. Based on our discussion in October, actual treatment areas are generally identified in the incorporated Attachment 1. Work will be performed on exposed areas within the affected boundary and will be tracked daily along with quantities being field surveyed/verified and approved by all respected parties. The specific work approach is highlighted within the attached weed management plan along with an estimated not to exceed cost of \$327,736.00.

As mentioned above the contents enclosed in this request for change include the weed management plan, time and materials hourly rates, and Attachment 1 Treatment Areas. The additional two year schedule will be dependent on the written approval of this change request.

With that being said, we intend for this scope to be a work in progress based on actual field observations, and seasonal weather conditions. As such, the T&M basis is designed to allow for maximum flexibility to respond to field conditions in an appropriate manner. We intend to work closely with the team to adjust the projections within the affected areas as necessary as the project continues to mature.

Thank you again for your continued collaboration in the effort to successfully achieve the common restoration goal for this project. As always, please feel free to reach out to us with any questions or items needed.

Best Regards,


Lukas Solem
Project Manger



EST. 1990

2090 Kleppe Lane, Unit C
Sparks, NV 89431

www.soil-tech.com

SEC Weed Mitigation Plan - 5 year Flood Effected Areas

Table of Contents

Introduction and Purpose	1
Treatment Overview	1
Approach and Technique	2-4
Attachment 1 – Flood Effect Maps/Estimated Areas	5-7

SAMPLE

EXHIBIT A

Introduction

Soil-Tech, Inc. and CSESA are working collaboratively to develop an approved Adaptive Management Strategy for the SouthEast Connector (SEC) Project. As agreed by the project stakeholders in our recent series of meetings, we have outlined the following weed management program to proactively address both short and long term weed mitigation issues which have developed as a result of the repeated 5 year flood events throughout the project.

Weed Abatement Plan for Flood Affected Areas

As noted earlier, to ensure the success of the SEC revegetation and wetland mitigation the highest priority will be weed control, both of noxious species and invasive species not rated as noxious but that function to outcompete desirable species. Weed control is paramount to allowing the desirable vegetation to establish and grow. This includes the control of annual weeds, throughout their season, making sure to mow species before they go to seed, and the treatment of noxious weeds with herbicides at the appropriate phenological stage.

Our control measures proposed below are pursuant to the July 2013 404 Permit Application (#SPK-2010-01058) Appendix D, and consistent with Integrated Weed Management plan and subsequent submittals #0004 & #0550. More specifically, the purpose of this proposal is to increase the overall effort rather than make changes to the work approach.

Seasonal Treatment Overview

In the spring after mowing the early season weeds, the mowed weed debris may be left on the ground as mulch. This mulch may retard the germination of the later season weedy species, which prefer open ground, and is intended to promote the growth of the desirable species which benefit from the shade and additional moisture retention.

In the fall, mowed weeds may be removed or crushed and used as mulch. If additional hydro-seeding is required all mowed weeds need to be removed prior to seeding. If the area is broadcast seeded, weeds may be mowed after broadcast seeding and left in place.

The presence of weed sources in adjacent areas and upstream of the project area means that weed control will be ongoing. As desirable vegetation spreads and there is less open ground, the annual weeds will become less prevalent and may not need much control. It is almost certain that both perennial pepperweed and tamarisk will need continual control throughout the project area as both of these species establish from seed sources not controlled by this project, but in close proximity to it.

Primary Focus – Key Areas

Segments 1 and 2 (25.2 Acres)

Lower Floodplain – While portions of the wetland areas in the lower floodplain in Segments 1 and 2 are revegetating with suitable wetland species, (the lower areas are dominated by cattail (*Typha latifolia*), bulrush (*Scirpus* spp.) and creeping spike rush (*Eleocharis macrostachya*) --all obligate wetland species), we are still experiencing significant emergence of noxious weed species including perennial pepperweed (*Lepidium perfoliatum*) and purple loosestrife (*Lythrum salicaria*) throughout both the revegetated and the exposed areas.

EXHIBIT A

Treatment Protocol/Techniques - The recommended maintenance required in these areas is continued herbicide treatment of the two noxious weed species. Soil-Tech will utilize 0.75 - 2 oz./acre Chlorosulfuron (Telar®) in upland areas, or Weedar 64® at 2 - 4 pints/acre in wetter areas.

Upper Floodplain - The wetland areas located on the upper floodplain, which are **not currently** inundated but have been affected by flood flows in 2017, 2018 and 2019, are revegetating with facultative wetland species such as: weeping alkali grass (*Puccinellia distans*), saltgrass (*Distichlis spicata*), creeping wildrye (*Leymus triticoides*), sumpweed (*Iva axillaris*) and saltbrush species (*Atriplex* spp.), and low goosefoot (*Chenopodium chenopodioides*).

The vegetation establishment on the upper floodplain has been slower due to seed and plugs being washed away by the flood. This made it more prone to invasive and noxious weed species, therefore, increased weed control in these areas is essential to ensure the success of desirable vegetation.

Treatment Protocol/Techniques - Cutting/mowing the early season annual weeds-- cheatgrass (*Bromus tectorum*) and herb Sophia or tansy mustard (*Descurainia sophia*) --before they go to seed in April and May, then mowing the late season weeds, smotherweed and burningbush (*Bassia* spp.) before they go to seed in July would be the recommended maintenance. In addition, the two most problematic noxious weeds, perennial pepperweed (*Lepidium perfoliatum*), and tamarisk/salt cedar (*Tamarix* spp.), will be aggressively treated with appropriate herbicides. For perennial pepperweed, again, Soil-Tech will utilize 0.75 - 2 oz./acre Chlorosulfuron (Telar®) in upland areas, or Weedar 64® at 2 - 4 pints/acre in wetter areas. Some infested areas may require the mowing of old growth prior to herbicide application. Tamarisk may be hand pulled where appropriate. When stump cut, stumps of tamarisk will be treated with Garlon® 4 Ultra herbicide at the recommended label rate. Tamarisk without a central leader; i.e., first year growth, may respond to foliar Garlon® applications.

Segment 4 (22.5 Acres)

The majority of the noxious and invasive weed species plaguing the SEC site are both tolerant of high salts in the soil, and thrive in areas which experience seasonally wet soils. These conditions are present in almost all of the wetlands in Segment 4. There are some small areas where suitable wetland vegetation is establishing well, for example the excavated area along Steamboat Creek just north of Pembroke, where the grading plans provided habitat for the obligate wetland species mentioned on the previous page. All other areas are more suitable for saltgrass and creeping wildrye, and the adjacent, undisturbed areas support both of these species, which establish best from underground rhizomes. Saltgrass in particular is slow-growing from seed. While it might be useful to overseed these areas with creeping wildrye, unfortunately, seed has twice been washed away in high flows, and at least half of the area that was intended to benefit from seeding sat underwater for most of the growing season.

Again the best approach would be to aggressively control weeds in these areas. This means cutting/mowing the early season annual weeds, (*Bromus tectorum*) and herb Sophia or tansy mustard (*Descurainia sophia*), before they go to seed in April and May, then mowing the late season weeds, smotherweed and burningbush (*Bassia* spp.) before they go to seed in July. In addition the two most problematic noxious weeds-- perennial pepperweed (*Lepidium perfoliatum*), and tamarisk/salt cedar (*Tamarix* spp.) --need to be aggressively treated with appropriate herbicides.

EXHIBIT A

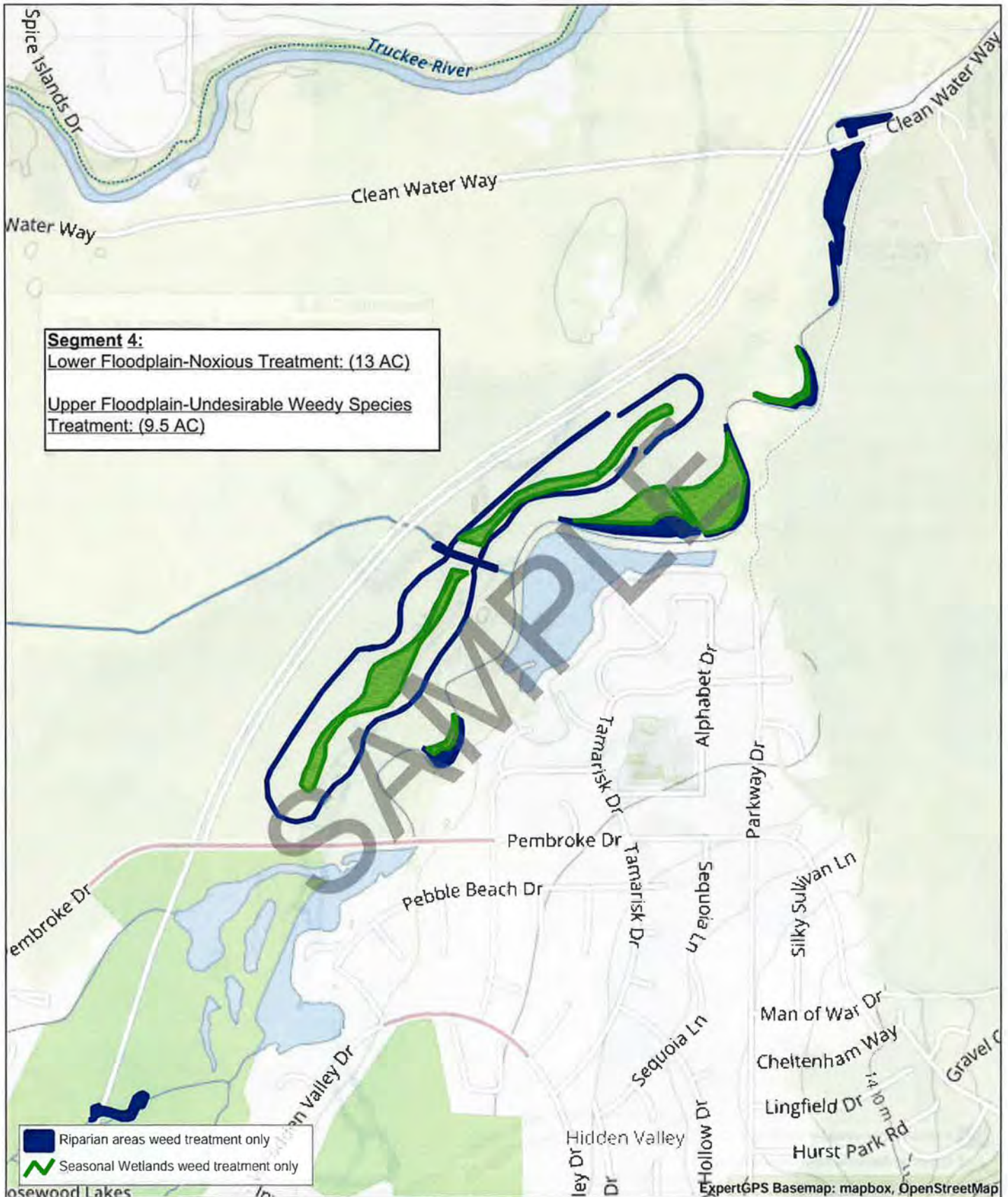
Treatment Protocol/Techniques – As described above for other similar areas, cutting/mowing the early season annual weeds– cheatgrass (*Bromus tectorum*) and herb Sophia or tansy mustard (*Descurainia sophia*) –before they go to seed in April and May, then mowing the late season weeds, smotherweed and burningbush (*Bassia* spp.) before they go to seed in July would be the recommended maintenance. In addition, the two most problematic noxious weeds, perennial pepperweed (*Lepidium perfoliatum*), and tamarisk/salt cedar (*Tamarix* spp.), will be aggressively treated with appropriate herbicides. For perennial pepperweed, again, Soil-Tech will utilize 0.75 - 2 oz./acre Chlorosulfuron (Telar®) in upland areas, or Weedar 64® at 2 – 4 pints/acre in wetter areas. Some infested areas may require the mowing of old growth prior to herbicide application. Tamarisk may be hand pulled where appropriate. When stump cut, stumps of tamarisk will be treated with Garlon® 4 Ultra herbicide at the recommended label rate. Tamarisk without a central leader; i.e., first year growth, may respond to Garlon® foliar applications.

As stated in the introduction, all treatment protocols, chemical labels and uses identified in this management plan have been ongoing practices and are consistent with 404 permit applications, previous management plans and submittals. We are only recommending an increase in effort due to flood related conditions identified previously.

Attachment 1
Maps of Flood Affected Areas with Poor Vegetation
Establishment

SAMPLE

EXHIBIT A



Segments 3 and 4 Flood Affected Areas with Poor Vegetation Establishment

LOCATION: RENO, NV _____
CUSTOMER: RTC _____

JOB NO: _____
DATE: _____

DESCRIPTION OF WORK: Segments 1, 2, & 4 Lower and Upper Floodplain Noxious Weed Treatment & Abatement

EMPLOYEE NAME	LABOR DESCRIPTION	STRAIGHT TIME		OVERTIME		TOTAL\$
		HOURS	RATE	HOURS	RATE	
	Laborer Foreman		\$ 46.86		\$ 70.29	\$ -
	Laborer Group 1		\$ 44.47		\$ 66.70	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>LABOR COST SUB-TOTAL</i>						\$ -

EQUIPMENT NUMBER	EQUIPMENT DESCRIPTION	STRAIGHT TIME		TOTAL\$
		HOURS	RATE	
	Crew Truck		\$ 19.03	\$ -
	Massi Tractor w/ Attachments		\$ 23.47	\$ -
	Brush hog		\$ 13.92	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<i>EQUIPMENT COST SUB-TOTAL</i>				\$ -

SUPPLIES / MATERIALS / SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL\$
Telar		LBS	\$ 347.94	\$ -
Garlon 4 Ultra w/ Dye and Activator		GAL	\$ 109.20	\$ -
Weedar 64		GAL	\$ 27.88	\$ -
Turf Trax Dye		GAL	\$ 25.09	\$ -
Activator 90		GAL	\$ 33.45	\$ -
				\$ -
				\$ -
<i>SUPPLIES / MATERIALS / SUBCONTRACTORS SUB-TOTAL</i>				\$ -

SUPERINTENDENT: _____
FOREMAN: _____
INSPECTOR: _____

TOTAL L/E COSTS	\$ -
TOTAL SUPP/MATL/SUB COSTS	\$ -
TOTAL AMOUNT	\$ -



REGIONAL TRANSPORTATION COMMISSION

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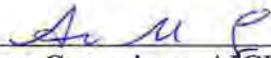
Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Tina H. T. Wu, AICP
Senior Transit Planner



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Purchase of a Ford Transit vehicle for Neighbor Network of Northern Nevada (N4)

RECOMMENDATION

Approve the purchase of one 2019 Ford Transit vehicle utilizing the State of Nevada Fleet Vehicles procurement contract in the amount of \$69,531.25 for Neighbor Network of Northern Nevada (N4).

SUMMARY

The Neighbor Network of Northern Nevada (N4) Accessible Rides Program received approved funding through the Federal Transit Administration (FTA) Section 5310 program for the capital purchase of a wheelchair accessible vehicle to serve seniors and people with disabilities. At its August 17, 2018, the Regional Transportation Commission Board approved a contract with the Sierra Nevada Transportation Coalition (SNTC), a non-profit doing business in the State of Nevada in the amount of \$279,913.00 for a project through its collaboration with the Neighbor Network of Northern Nevada (N4), also a non-profit doing business in the State of Nevada. RTC was notified and received confirmation that SNTC dissolved its status as a non-profit corporation effective June 30, 2019. At its August 16, 2019 meeting, the Board approved a contract for the Neighbor Network of Northern Nevada to continue the 5310 project, and to receive and manage the remaining project funds in the amount of \$221,403.00 within the project scope.

RTC requires that any 5310 sub-recipient vehicle be procured through the RTC Procurement Department utilizing the State of Nevada contract/list of approved vendors. The base price for the 2019 Ford Transit vehicle is \$55,049. Final price includes all-wheel drive, a wheelchair lift, camera system and alarm to ensure the vehicle has the correct equipment and can operate in the high desert environment.

FISCAL IMPACT

Funding for this agreement is included in the FY 2020 Board approved budget.

PREVIOUS ACTIONS BY BOARD

- August 16, 2019 Approval of the revised Section 5310 grant agreement with Neighbor Network of Northern Nevada (N4) in the amount of \$221,403.00. And, authorized the Executive Director to execute the agreement.
- August 17, 2018 Approval of Section 5310 grant agreements with: 1) Senior Outreach Services in an amount not to exceed \$63,779; (2) Washoe County Human Services Agency in an amount not to exceed \$115,274; (3) Sierra Nevada Transportation Coalition in an amount not to exceed \$226,686; (4) Seniors in Service in an amount not to exceed \$101,737; and (5) Access to Healthcare Network in an amount not to exceed \$181,387. And, authorized the Executive Director to execute the final agreements once the FTA grant number has been assigned.
- June 15, 2018 Approval of the FFY 2019 and FFY 2020 Enhanced Mobility of Seniors & Individuals with Disabilities – Section 5310 Program funding and projects
- Feb. 16, 2018 Approval of the new project solicitation Call for Projects to fund programs for up to two years, depending upon available annual federal appropriations.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 4.1

TO: Regional Transportation Commission

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



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Approve the Fiscal Year (FY) 2021 Street and Highway Program of Projects (POP)

RECOMMENDATION

Approve the proposed New Projects for the FY 2021 Program of Projects (POP).

SUMMARY

The FY 2021 Program of Projects (POP) (Attachment A) identifies and prioritizes funding for RTC's regional streets and highways projects, including RTC fuel tax revenues. This program has been developed in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan (RTP), Regional Transportation Improvement Plan (RTIP), and the regional road pavement preservation program.

There are two new projects and five annual programs proposed for the 2021 POP. New projects are shown on page 1 of Attachment A marked with a star and listed below:

- Sky Vista Capacity Improvements, Lemmon Drive to Silver Lake
- Mill Street Improvements, additional capacity from Kietzke Lane to Terminal Way and safety/multimodal from Lake Street to Kietzke Lane

All of the projects will be located within the area covered by the RTP.

RTC fuel tax revenues are the most significant source of funding for projects in the POP. Pursuant to NRS Chapter 373.140, in evaluating and determining whether to approve the use of fuel tax on a project, the RTC Board must evaluate the project in terms of:

- (a) The priorities established by the RTP;
- (b) The relation of the proposed work to other projects already constructed or authorized;
- (c) The relative need for the project in comparison with others proposed; and
- (d) The money is available.

After the RTC Board approves the POP, it will be brought to the Washoe County Commission for approval to authorize the use of fuel taxes on the projects.

Later in the year, in accordance with NRS Chapter 373, RTC will develop and enter into Interlocal Cooperative Agreements (ICAs) specifying responsibilities for construction of the projects and authorizing RTC to exercise the power of eminent domain, if necessary. One ICA will be between RTC, Washoe County and the City of Reno for projects located within the City of Reno. One ICA will be between RTC, Washoe County and the City of Sparks for projects located within the City of Sparks. Upon approval of the ICAs by the RTC Board, they will be presented to the City Councils and the Washoe County Commission for their consideration and approval.

FISCAL IMPACT

Approval of the POP will appropriate fuel tax for new projects anticipated to be approximately \$54,950,000 in fuel tax beginning in FY 2021.

PREVIOUS ACTIONS BY BOARD

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

ADDITIONAL BACKGROUND

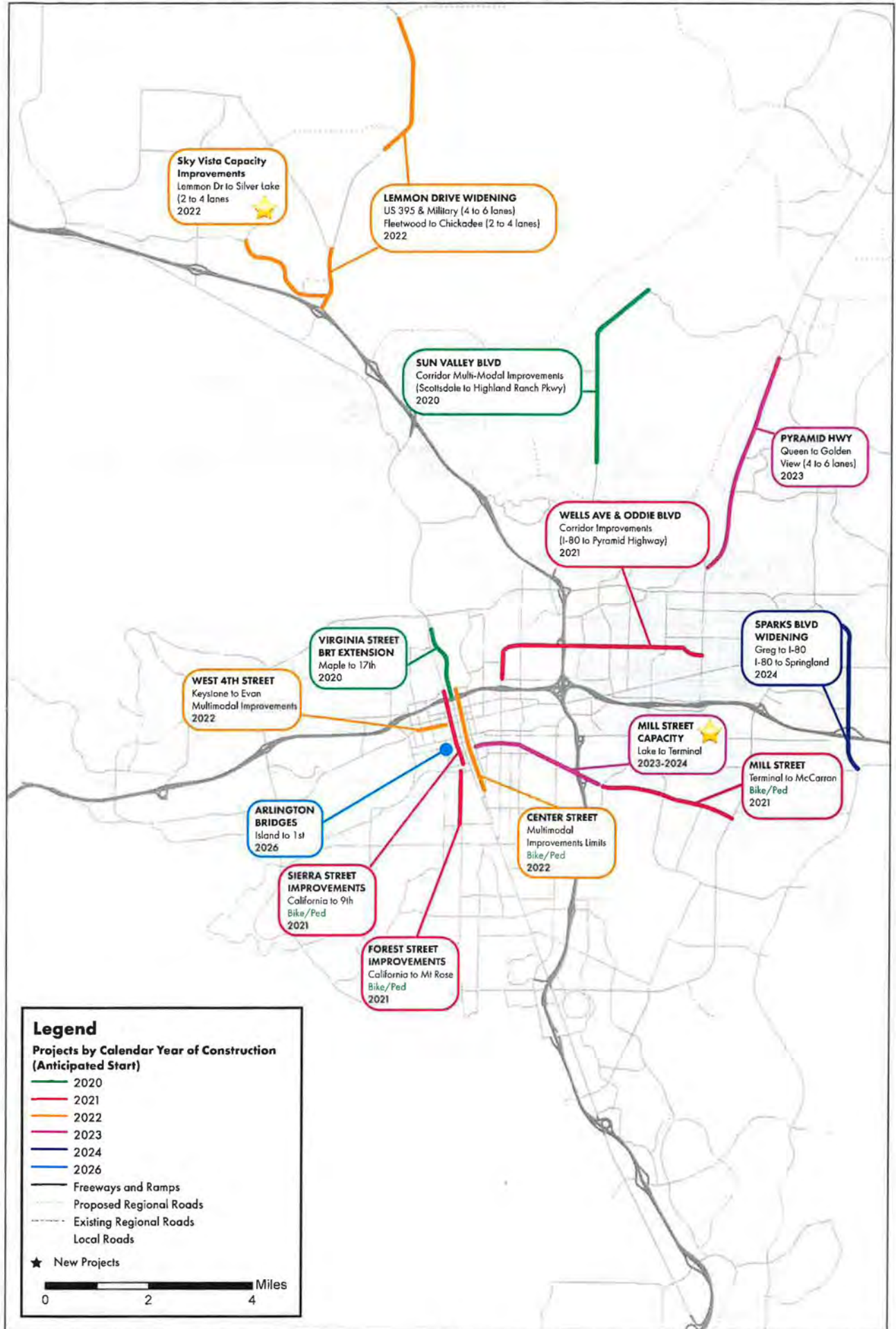
This POP places emphasis on using anticipated FY 2021 RTC fuel taxes on the pavement preservation program for slurry seals for pavements in good condition and corrective treatments to at risk pavements showing more advanced deterioration.

The proposed preventive maintenance projects are prioritized consistent with the RTC's Annual Pavement Preservation program using the Regional Rehabilitation/Reconstruction Project Selection Process, formulated in cooperation with the Directors of Public Works of the local governments. The proposed project lists are generated by analyzing all eligible streets/highway segments, prioritizing them by Pavement Condition Index (PCI – rated between 0-100), roadway classification, and Annual Daily Traffic (ADT). Depending on the amount of pavement distress (PCI), the proposed repair will fall within one of the following categories – preventive maintenance (slurry seals), corrective maintenance, road rehabilitation, or road reconstruction. This process allows the correct treatment to be applied at the right time regardless of jurisdictional boundaries and by optimizing a standard treatment strategy matrix as approved by all jurisdictions.

Pursuant to previous RTC Board direction, the POP will continue ongoing funding for the Transportation Enhancement Set Aside Projects (TE), Bicycle/Pedestrian/ADA, and Traffic Management as shown in Attachment A. Projects will be identified from these programs that can be implemented quickly. Example projects that would be supported by these programs include new signals on regional roads, improving ADA access and pedestrian connectivity around transit stops, and connected transportation alternatives.

Attachment

PROPOSED RTC FISCAL YEAR (FY) 2021 PROGRAM OF PROJECTS (POP)



PROGRAMS AND NEW PROJECTS FY2021

	Prelim Project Est. Total	Proposed Years of Construction	Work Phase	ICA Required
	Dollars	Calendar Year	For FY 2021	Jurisdiction
Sky Vista Capacity Improvements (Lemmon Drive to Silver Lake)	\$11,200,000	2022	Design	COR
Mill Street Capacity Improvements (Lake to Terminal)	\$17,500,000	2023-2024	Design	COR
2021 Preventative Maintenance (2020/2021)	\$7,500,000	2020/2021	Design, Construction	ALL
2021 Roadway Reconstruction Projects (2020/2021)	\$10,500,000	2020/2021	Design, Construction	ALL
TE SPOT 10 INTERSECTION IMPROVEMENTS	\$4,500,000	2020/2021	Design, Construction	NA
TRAFFIC MANAGEMENT PROGRAM/ ITS	\$1,750,000	2020/2021	Design, Construction	ALL
ADA ACCESS TRANSIT/PEDESTRIAN CONNECTIVITY	\$2,000,000	2020/2021	Design, Construction	ALL

Programs
New Projects



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR, SHRM-SCP
Director of Administrative Services

SUBJECT: **Executive Director Employment Contract Agreement**

RECOMMENDATION

Discussion and possible action to approve, reject or modify the Executive Director Employment Contract Agreement for William Thomas.

SUMMARY

The Board unanimously appointed William Thomas as the Executive Director at a February 13, 2020, special meeting. Following up to the special meeting, Chairman Lucey and Zev Kaplan Esq. negotiated an Executive Director Employment Agreement with Mr. Thomas which is included as an attachment.

FISCAL IMPACT

Funding is included in the Fiscal Year 2020 Board approved budget for the Executive Department and will be included in the Fiscal Year 2021 budget.

PREVIOUS ACTIONS BY BOARD

February 13, 2020 The Board interviewed five candidates and unanimously appointed William Thomas as the RTC Executive Director.

Direction was given for Zev Kaplan Esq., attorney-of-record and the chairman to negotiate the terms of an employment contract agreement with Mr. Thomas and bring back to the Board at the earliest possible scheduled Board meeting.

January 17, 2020

Direction given for the Board to interview the list of six applicants as found by staff.

Direction to have staff consult with the Chair and the Vice Chair about process and timing for these six candidates and to schedule a special meeting for February 13, 2020.

November 15, 2019

Appointed Amy Cummings as the Interim Executive Director upon the departure of Lee Gibson, with a 10% pay increase, until such time a permanent Executive Director is appointed.

Directed the Director of Administrative Services to work with Chairman Lucey to compile and distribute advertising materials as soon as possible and bring a recruiting plan to the December 20, 2019, RTC Board meeting.

April 17, 2009

Directed the Director of Administrative Services to begin a formal, regional recruitment, and each commissioner was to appoint one person to a candidate review sub-committee. Additionally, the Director of Administrative Services was to screen out the least qualified candidates and the review sub-committee would then screen out the remaining qualified candidates for final recommendation to the Board. An advertisement was to run for no more than two weeks.

January 16, 2009

Appointed Derek Morse as the Interim Executive Director.

December 19, 2008

Direction was given to the Director of Administrative Services to advertise a request for letters of interest (for Executive Director) only. A regional search was also preferred to a national search and an outside agency was not to be used. No relocation or travel costs for interviewing was to be offered.

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 20th day of March 2020, by and between the Regional Transportation Commission of Washoe County, State of Nevada, (hereinafter the "RTC") and William A. Thomas (hereinafter "Employee").

WITNESSETH:

WHEREAS, the RTC by and through its Board of Commissioners (the "Board") desires to employ Employee as Executive Director of RTC; and

WHEREAS, it is Employee's desire to accept the position as Executive Director of the RTC upon the establishment of adequate compensation and terms of that employment; and

WHEREAS, the parties by this Agreement intend to set out the rights and obligations of each party to the other from the employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, there parties do agree as follows:

SECTION ONE – DUTIES

- A. The RTC agrees to employ Employee as Executive Director of the RTC for the purpose of carrying out the legally permissible and proper duties of the position as established by statute, rules, policies and the job description, attached hereto as Exhibit "A" and incorporated herein by reference. The parties acknowledge that the identification of the references is to establish an overview and not as a limitation on the Executive Director's duties and obligations as may be prescribed by the RTC Board.
- B. Employee will be responsible and have full authority for the management of the affairs of the RTC and the supervision and management of its employees subject to the rules and policies of the RTC, as may be amended from time to time, at the direction of the RTC Board.
- C. Employee shall devote all Employee's services, full energies, best efforts, interests, abilities and productive time (excluding vacation and personal time) to the performance of his duties under this Agreement, to further the RTC's interests and to perform diligently and in good faith such duties as are or may be, from time to time, required by the RTC in connection with his employment hereunder.
- D. Employee shall not, without the RTC Board's prior written consent, directly or indirectly, render to any other person or organization services of any kind for compensation or engage in any other business activity that would interfere or detract from the performance of Employee's duties under this Agreement.

SECTION TWO – TERM

- A. Employee's employment as Executive Director of the RTC, pursuant to the terms hereinafter stated shall commence on April 13, 2020 and shall continue under the terms and conditions hereinafter provided herein for a period of three (3) years. The parties may review or renegotiate this Agreement upon giving six (6) month notice, prior to expiration of the term, in writing to the other party of their intent to renegotiate. If no such notice is made in writing within the prescribed time period, then the Agreement will automatically renew for one (1) year.

That notwithstanding paragraph A, above, RTC and Employee agree and acknowledge that it is the intent of the parties that Employee's employment is an "at will." **SECTION THREE – SALARY/BENEFITS**

- A. RTC agrees to pay Employee an annual salary in the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) for employee's faithful and diligent performance of the duties and obligation of Executive Director. Salary shall be paid in the same manner and intervals as other RTC employees.
- B. Employee's performance shall be reviewed at least once annually at or near the end of the RTC's fiscal year. Said performance shall be evaluated against the duties and obligations of the position, to include goals and objectives which, to the extent possible, have been reduced to writing and agreed upon between the parties. A satisfactory or better performance shall make Employee eligible for an annual salary increase. The Board may also award a performance bonus of 0-5.0 percent of his current base salary. Said bonus shall be determined on or about July 1st of each year and shall be based upon employee's past year's performance of his goals and objectives. The RTC Board shall have the sole right to determine performance but said right shall be subject to a standard of reasonableness. Bonuses given shall not be considered part of Employee's base salary. The RTC shall pay any increase in the Employee's required PERS contributions regardless of whether Employee receives any salary increase or performance bonus.
- C. Except as otherwise modified by this Agreement, Employee shall be entitled to all the same benefits afforded to other RTC management employees. Benefits include, but are not limited to, health, dental and vision care insurances; life insurance; long term disability; sick leave; vacation, holidays; retirement benefits; and IRC Section 125 program pay. Employee's benefits are subject to increase/decrease with changes to existing RTC policy.

SECTION FOUR – VACATION

During the first year, Employee shall accrue twenty-four (24) days of vacation. Thereafter, Employee's vacation time shall be increased and accrued in accordance with RTC policy.

SECTION FIVE – CAR ALLOWANCE

The RTC will pay to employee the sum of Five Hundred Dollars (\$500.00) per month as a basic transportation/car allowance. Mileage reimbursement, based upon RTC policy, will be provided for any trips outside of the metropolitan/urbanized area. Employee shall obtain and provide payment for liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per incident and shall be responsible for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SIX-MEDICAL INSURANCE

The RTC will provide to Employee health, dental and vision insurance at no expense to Employee except for such limitations/deductibles as apply to the policy. The RTC shall reimburse Employee for COBRA payments between the date of hire and when Employee becomes eligible for coverage under the RTC group insurance plan.

SECTION SEVEN – LIFE INSURANCE

The RTC agrees to pay for term life insurance on Employee's life in an amount of Five Hundred Thousand Dollars (\$500,000.00). This amount shall be in lieu of the life insurance offered to all director level or higher employees of the RTC.

SECTION EIGHT – DEFERRED COMPENSATION

The RTC agrees to contribute annually on Employee's behalf, Seven percent (7%) of annual salary to the deferred compensation plan approved by the RTC. Said payments shall be made on or before December 31 of each year that Employee serves as Executive Director. This amount shall be in lieu of the one percent (1%) match offered to other RTC employees.

SECTION NINE – MOBILE PHONE

The RTC will provide Employee a mobile telephone to used solely for the official business of the RTC. The parties recognize that information in or on this phone may be subject to the Nevada Public Records Law.

SECTION TEN – GENERAL EXPENSES

The RTC will provide reimbursement for reasonable business expenses and for participation in professional associations in accordance with RTC policy.

SECTION ELEVEN – REDUCTION OF SALARY/BENEFITS

- A. Except as provided in Subparagraphs B and C of this Section, RTC shall not reduce salary or other benefits granted to Employee by terms of this Agreement.
- B. Employee's benefits shall be subject to policy changes which increase or decrease benefits of management employees.
- C. In the event of substantial loss/decrease of funding which necessitates or results in the reduction of the salary and benefits of other managers, salary and benefits of Employee may be reduced by like percentage. Further, in the event of the complete loss of funding and/or the repeal of any ordinance or statutory provisions relating to the creation, duties and obligations of the RTC, this Agreement would be deemed to be revoked and no compensation payable under this Agreement would be due other than earned salary and benefits accrued but not yet paid.

SECTION TWELVE– INDEMNIFICATION

- A. Except as otherwise provided in Subparagraph B of this Section, RTC shall defend, hold harmless and indemnify employee against any claim, lawsuit or other legal action, whether groundless or otherwise, arising out of the alleged negligent acts or omission of Employee where said acts or omission were made in good faith by employee and in furtherance of employee's duties as Executive director of the RTC. RTC's obligation includes, but is not limited to, the payment of any judgement, settlement and any cost and/or attorney's fees incurred.
- B. RTC shall not be obligated pursuant to the provisions of this Section for any liability arising from Employee's willful and/or intentional wrongful acts or for any acts of any kind which occur in a private capacity or which are unrelated to the performance of his duties and obligations as Executive Director.

SECTION THIRTEEN- CONDITIONS OF EMPLOYMENT

- A. The RTC, in consultation with Employee, may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided said terms and conditions are reasonably consistent and not in conflict with the provisions and intent of this Agreement. In addition, Employee agrees to conform with such personnel rules, management policies and other procedures as may be adopted and/or amended by the RTC from time to time.

- B. Employee shall maintain the highest ethical standard. The parties agree that Employee shall perform the Services for RTC and shall conduct himself at all times in strict accordance with the ethical and professional standards of the Nevada State ethics Commission and the provisions of the Nevada ethics in Government Law.
- C. The parties agree that employee shall perform the Services for RTC and shall conduct himself at all times in strict accordance with all applicable laws of the United States and State of Nevada.

SECTION FOURTEEN – TERMINATION AND SEVERANCE PAY

A. Termination Without Cause.

- 1. **By RTC.** RTC may terminate this Agreement without cause, at any time, upon ten (10) days written notice to Employee and paying employee an amount equal to Employee's pro-rated Salary for a six (6) month period ("Severance Period"). Employee shall also be entitled to the Benefits outline in Section Three above during the Severance Period. Payments pursuant to this Section Fourteen (A)(1) shall be paid at the discretion of the RTC, either in a lump sum or in equal or near equal amounts on regular pay dates until the equivalent of six (6) months Salary is paid. RTC shall determine, in its sole discretion, whether Employee shall be required to perform the services of Executive Director during that six (6) month period. RTC and Employee shall mutually agree upon any communications to be made public or internally with RTC's staff regarding any termination pursuant to this Section.
- 2. **By Employee.** Employee may terminate this Agreement without cause, at any time, upon six (6) months written notice. RTC's Board may, in its sole discretion, determine that employee's notice period will be shorter than six (6) months, and Employee shall only be paid for the actual notice period determined by RTC. RTC and employee shall mutually agree upon any communications to be made public or internally to RTC's staff regarding any termination, pursuant to this Section.
- 3. Regardless of whether the termination is initiated by the RTC or Employee the Severance Period shall not be more than six (6) months nor less than three (3) months.

B. Termination for Cause.

- 1. **Generally.** In addition to any basis set forth hereinabove, RTC may immediately terminate this Agreement upon the occurrence of any of the following events:
 - a. By majority vote of the Board for any act of dishonesty, fraud, or gross negligence in the performance of services herein, after giving

- Employee written notice of such act(s) and providing Employee an opportunity to respond in writing or in person to RTC's Board.
- b. Employee commits any unethical conduct in violation of Section One; or
 - c. Expiration of the Employment Term set forth in Section Two or any renewal thereof; or
 - d. RTC finds that employee has committed any violation of any policy or procedure of RTC or commits any breach of statutory or common law duty.
 - e. Failure of Employee, after receiving thirty (30) days advance written notice from RTC, to cure any breach of this Agreement by Employee.
2. In the event Employee is terminated pursuant to this Subparagraph. Employee shall receive no further compensation beyond the termination date other than benefits accrued or required by law.
- C. **Termination upon Death.** This Agreement shall automatically terminate upon the death of Employee, and RTC shall not be obligated to pay the estate, family, heirs or any other person claiming under Employee any compensation or disability income for his services to RTC which would have been due to Employee after death, other than the compensation or disability income which accrued up to the date of death, if any.
- D. **Termination upon Disability.**
1. **Definition.** "Disability" shall have the same meaning as the definition of "Disability" pursuant to any policy of disability insurance carried by RTC for the benefit of Employee in force at the time of such Disability, or, if no such disability policy of insurance is then in force, "Disability" shall mean the inability of Employee to provide ninety percent (90%) of the average level of time and charges for services previously provided during a continuous three (3) month period ("Determination Period") by reason of illness, accident or other mental or physical infirmity reasonable expected to be of indefinite duration, at the end of which Determination Period Employee shall be deemed to be disabled. RTC and Employee shall agree on the date when the period of Disability begins. If RTC and employee cannot agree, the RTC and Employee shall each designate a physician of choice and two designated physicians shall designate a third physician. The three physicians shall then determine whether Disability exists within the meaning of this Agreement and when that Disability commenced. All costs and expense connected with the determination of Disability under this Agreement shall be borne equally by RTC and Employee.
 2. **Termination on Disability.** In the event of employee's disability, RTC shall continue to pay Employee his/her Salary computed at the rate in effect

prior to the commencement of the Determination Period (as defined herein) during the Determination Period. If RTC finds Employee to be Disabled within the meaning of this Agreement, then subject to the provisions of Subparagraph D(1) above, employee's employment and the right to compensation may at the discretion of the Board, terminate the employment of the Employee upon the expiration of the Determination Period; however, any commercially funded disability insurance benefit shall continue to the extent provided under such insurance contract notwithstanding such termination. If RTC finds employee not to be Disabled within the meaning of this Agreement, then the employment of Employee shall continue without regard to the Disability.

SECTION FIFTEEN – SUSPENSION

The RTC may suspend Employee with full pay and benefits at any time during the term of this Agreement. At the time of the suspension, Employee shall be given written notice setting forth any charges and a hearing concerning the matter shall be conducted with seven (7) working days.

SECTION SIXTEEN – PERSONNEL RULES AND MANAGEMENT POLICIES

The RTC had drafted and instituted Personnel Rules and Management Policies. The RTC and employee hereby agree that should there be a contradiction or ambiguity between this Agreement and the Personnel Rules and Management Policies, the terms of this Agreement shall prevail. Employee acknowledges receipt of the Personnel Rules and Management Policies and agrees to comply with their terms.

SECTION SEVENTEEN – MISCELLANEOUS

- A. **Assignment.** Except as otherwise provided herein, Employee may not and shall not assign any rights or delegate any duties under this Agreement.
- B. **Notices.** All Notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested. Notices shall be addressed as follows:

To RTC: Chairperson, Regional Transportation Commission
 of Washoe County
 P.O. Box 30002
 Reno, Nevada 89502
 (775) 348-0400

To Employee: William A. Thomas
1875 Carlentini Court
Reno, Nevada 89519
(775) 722-4928

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.

- C. **Governing Law; Jurisdiction.** The provisions of this Agreement shall be governed and construed in accordance with the laws of State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.
- D. **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 provision of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted thereof to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.
- E. **Entire Agreement.** There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and understandings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.
- F. **Amendments.** No alteration, amendment, or modification of this Agreement is effective unless it is in writing and signed by both parties.
- G. **Waiver.** The failure of the RTC or Employee to insist upon the performance of any of the terms or conditions of this Agreement, or the waiver of any breach of any of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions. The same shall continue and remain in full force and effect as if no such forbearance or waive had occurred.
- H. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original, but all of which, when taken together, shall constitute an Agreement.

- J. **Presumption.** This Agreement or any section thereof shall not be construed against any party because said Agreement, or any section thereof was drafted by said party.
- K. **Separate Counsel.** Each party has received or has had the opportunity to receive the independent advice of its attorney prior to the execution of this Agreement. It is understood and agreed that the undersigned have not been influenced to any extent whatsoever in making this Agreement by any representative, agent or employee of an adverse party, or by any attorney, person or persons representing or employed by the undersigned, and that this Agreement is entered into freely, voluntarily and knowingly.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as March 20, 2020.

APPROVED AS TO LEGALITY AND FORM:

By: _____
Dale E. Ferguson, Esq. RTC General Counsel

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

By: _____
Bob Lucey, Chairman **EMPLOYEE**

By: _____ William A. Thomas



REGIONAL TRANSPORTATION COMMISSION

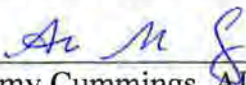
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: 

Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION

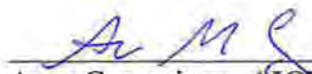
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Metropolitan Planning Organization of Washoe County, Nevada

March 20, 2020

AGENDA ITEM 6

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.