



LOCATION:

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

DATE June 18, 2021
TIME 9:00 a.m.

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

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

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

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

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

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

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the May 21, 2021, meeting (For Possible Action)

Reports

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

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

Planning Department

- 4.7 Approve a Professional Services Agreement (PSA) with CA Group, Inc. for consulting services on the McCarran Boulevard Corridor Study in an amount not-to-exceed \$349,868 (*For Possible Action*)
- 4.8 Approve an Interlocal Cooperative Agreement with the City of Fernley to fund expansion of the RTC Travel Demand Model to include data and analysis for the Fernley area in a reimbursement amount not-to-exceed \$64,000 (*For Possible Action*)
- 4.9 Approve the Transportation Alternatives Set-Aside Program Guidance and Application (*For Possible Action*)
- 4.10 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2022 (*For Possible Action*):
- Jillian Keller (reappointment)
 - Salvador Duarte
 - Alexander Drudi
 - Ann Silver
 - Mark Miranda

Approve the RTC staff recommended appointments for alternate members to the CMAC:

- Alfreda Voorhies
- Marjorie Ball
- Larry Skelton
- Paul Hewen

Engineering Department

- 4.11 Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$100,000 (*For Possible Action*)
- 4.12 Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$25,000 (*For Possible Action*)
- 4.13 Approve an Interlocal Cooperative Agreement (ICA) with the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$250,000 (*For Possible Action*)
- 4.14 Approve a contract with CA Group, Inc., to provide design services and optional engineering during construction for the TE Spot 11 – Package 3 project in an amount not-to-exceed \$1,119,290 (*For Possible Action*)
- 4.15 Authorize a request for proposals (RFP) for the selection of preliminary design, environmental analysis, final design, and construction management services for the 4th STREET STATION Expansion project (*For Possible Action*)

Public Transportation/Operations Department

- 4.16 Approve the Selection Committee's recommendations to award and fund each of the four 5310 project proposals received under the Enhanced Mobility of Seniors & Individuals with Disabilities, Federal Transit Administration's Section 5310 Program Funding (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.17 Approve a Memorandum of Understanding with the State of Nevada Office of the Labor Commissioner for access to specified data in LCP Tracker *(For Possible Action)*
- 4.18 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2021, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust *(For Possible Action)*
- 4.19 Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2021 *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Acknowledge receipt of a report regarding RTC's Construction Projects for Calendar Year 2021 *(For Possible Action)*
- 5.2 Acknowledge receipt of a presentation regarding RTC's Traffic Signal Timing Program *(For Possible Action)*

6. REPORTS *(Informational Only)*

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

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

8. PUBLIC COMMENT

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

9. ADJOURNMENT *(For Possible Action)*

Posting locations: Washoe Co. Admin. Bldg., 1001 E. 9th St., Reno, NV; RTC, 1105 Terminal Way, Reno, NV; 4th STREET STATION, 200 E. 4th St., Reno, NV; CENTENNIAL PLAZA, Victorian Square, Sparks, NV; Sparks City Hall, 431 Prater Way, Sparks, NV; Reno City Hall, 1 E. First St., Reno, NV; RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.2

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Director

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. The project team is continuing development of a draft report and will soon be accepting public comment on the draft report.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The purpose of this plan is to address existing electric and alternative fuel vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

- Systems planning for autonomous and connected transportation infrastructure;
- Systems planning and engineering services for autonomous transit infrastructure;
- Traffic analysis for micromobility systems and projects;
- Systems planning for electric and hydrogen fuel cell charging infrastructure; and
- Traffic analysis relating to safety of these proposed systems.

A stakeholder meeting occurred on May 5, 2021, and a draft report is being developed.

Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation

The RTC, in partnership with the University of Nevada, Reno (UNR), has received a grant from the US Department of Transportation (DOT) to develop a tool—Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads, which will further be used to:

- Analyze relationships between crashes and road factors;
- Identify locations and characteristics of crashes using network screening;
- Select appropriate countermeasures and strategies; and
- Evaluate safety improvement projects.

The creation of the tool has begun along with all required auxiliary documentation to meet deadlines previously set by the agreement. Preliminary findings were shared with the UD DOT through a peer exchange in May 2021. The project is 85% complete.

Bicycle and Pedestrian Planning

The RTC is collaborating with other partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:

- The RTC has confirmed the count locations for the Bicycle, Pedestrian, and Wheelchair Count Program. The counts were completed in May.
- RTC staff has a draft of the regional bike map. Once it's vetted it will be translated into Spanish and then sent out for printing.
- The Truckee Meadows Bicycle Alliance hosted many bike month activities in the community including a Commuter Challenge.
- The SRTS Program had 15 schools participate in Bike Month, the highest number of schools in this event to date.
- RTC, City of Reno, City of Sparks, Washoe County, University of Nevada, Reno, and Reno Sparks Indian Colony continued conversations about bike share and e-scooters. The collaboration is in the process of compiling a "lessons learned" list.

Vision Zero Truckee Meadows (VZTM)

- Agendas are posted on www.visionzerotruckeemeadows.com. The next meeting is scheduled for June 21, 2021, at 9:00am. This is a new day/time for the task force meetings.
- Between January 1, 2021, and April 30, 2021, four pedestrian and zero bicyclists were killed in Washoe County. During this same time in 2020, there were six pedestrian and no bicycle fatalities. The data states that there was a 33.33% decrease in pedestrian fatalities in Washoe County during this same timeframe in 2021 as compared to 2020 data. It is noteworthy that motorcycle fatalities have also decreased by 50% during this same time period.
- Staff has been working on the bus tail and bus interior campaign which is funded by a mini grant from NDOT. The notice to proceed has not been completed yet but NDOT is working on it. Staff is prepared to move forward as soon as the award is secured.

Development Review

RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:

- Washoe County – 3
- City of Reno – 7
- City of Sparks – 5

This does not include proposals that were reviewed on which staff did not have any comments.

Staff has met with the planning staff from each jurisdiction to discuss the development review process. This occurs every few years in order to communicate and confirm that the information provided to each jurisdiction is valuable. Staff from planning, public transit, and engineering participated in the collaboration meetings. Staff from TMRPA also attended the meetings.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from May 21 – June 18:

- May 21 Stuff A Bus for Seniors at Sam’s Club
- June 2 RTC Technical Advisory Committee (TAC) Meeting
- June 3 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
- June 3 FlexRIDE Incline Village/Sand Harbor Presentation at Incline Village GID
 “‘Inclined to Speak” Community Meeting
- June 10 City of Reno Ward 4 Older Americans Month Lunch at Sierra Sage Golf Course
 – FlexRIDE and Uber Rides Presentation and Demonstration

Media Relations & Social Media

The RTC issued seven news releases and participated in seven media interviews on various topics, including Stuff A Bus for Seniors, new FlexRIDE Incline Village/Sand Harbor service, masks still being required on transit, concrete maintenance on Virginia Street near the University, The Lahontan Audubon Society and RTC’s new Birding By Bus program, RTC’s Memorial Day office closure and transit schedule, the start of the Kings Row Project, the start of phase two of the Bus Stop Improvements and Connectivity Program, and more.

Social media was used to promote Stuff A Bus for Seniors, new FlexRIDE Incline Village/Sand Harbor service, masks still being required on transit, concrete maintenance on Virginia Street near the University, The Lahontan Audubon Society and RTC’s new Birding By Bus program, RTC’s Memorial Day office closure and transit schedule, the start of the Kings Row Project, the start of phase two of the Bus Stop Improvements and Connectivity Program, the RTC Board Meeting, and more.

Social media metrics for the month of May: 74,673 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Lemmon Drive Project update, an Oddie Wells Project update, a Spaghetti Bowl Project update from NDOT, and an update about the Lemmon Valley to Spanish Springs Connector study.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, and analysis of demographic and socioeconomic issues.

Nevada Department of Transportation (NDOT)

The RTC continues to have coordination meetings with staff from NDOT. Areas for collaboration include development of local public agency agreements between NDOT and RTC, maintenance of the regional travel demand model, bicycle and pedestrian improvements, transportation alternatives projects, coordination regarding funding and the State Transportation Improvement Program, One Nevada statewide plan, the I-80 and US 395 widening and improvements to the Spaghetti Bowl, and other ongoing transportation studies.

Statewide Transportation Planning

RTC meets monthly with staff from NDOT, the Federal Highway Administration (FHWA), RTC of Southern Nevada, Tahoe Regional Planning Agency, Tahoe Transportation District and the Carson Area Metropolitan Planning Organization to discuss statewide transportation planning issues. Other topics addressed include statewide data for performance measures analysis, comments on proposed rulemaking, and reauthorization of federal transportation legislation.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements. A construction contract for the second phase of the project has been awarded to Spanish Springs Construction, Inc. Construction begins on June 14, 2021. The second phase will improve bus stops and connectivity to 29 bus stop locations. Final design and the process of obtaining necessary easements for phases 3 and 4 is ongoing.

Center Street Multimodal Improvements Project

The project consists of constructing a two-way cycle track from Ninth Street to Moran Street in Reno. The majority of the improvements include traffic signal, pavement markings, and signage modifications. Sidewalk improvements in some locations are being incorporated. The project includes design and construction of a dedicated bicycle corridor between the University and downtown/midtown. The 30% design (preliminary design) is complete. Additional traffic analysis of the downtown road network is occurring prior to continuing forward with final design. Pending the results of the additional analysis and further coordination, an Interlocal Cooperative Agreement (ICA) with the City of Reno will be presented to the RTC Board for approval.

Mill Street Complete Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops and continuous ADA accessibility throughout the corridor will be addressed. The project is ready to be bid.

CAPACITY/CONGESTION RELIEF PROJECTS

Traffic Management - ITS Phase 3

The project includes conduit and fiber optic cable at the following locations:

- Lake Street from 1st Street to 2nd Street;
- Lemmon Drive from North Virginia Street to US 395; and
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensor (RWIS) at Sharlands Avenue at Robb Drive. The weather sensors will detect ice on the road thereby alerting Reno maintenance crews that snowplow operations are required in the northwest. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Titan Electrical Contracting, Inc., was awarded the construction contract on April 23, 2021. Construction is anticipated to begin at the end of this month.

Traffic Management - ITS Phase 4

The project includes conduit and fiber optic cable at the following locations:

- Sharlands Avenue from Robb Drive to Mae Anne Avenue;
- Double R Boulevard from South Meadows Parkway to Sandhill Road;
- Geiger Grade from South Virginia Street to Veterans Parkway;
- Prater Way from Pyramid Way to Sparks City Hall traffic center
- Feasibility studies for Dynamic Message Signs (DMS) and traveler information systems; and
- ITS Master Plan update, including a 5-year future ITS project list

Sixty percent plans are currently under review at local agencies. Kimley-Horn and Associates, Inc., has been awarded the contract for this project.

North Valleys Package 3B

Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. The project has completed final design and will be advertised June to receive construction bids. The project is anticipated to start construction in late summer 2021.

Sparks Boulevard Project

The project seeks to increase safety, increase roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc., performing environmental studies and preliminary design. The RTC, in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), has initiated an Environmental Assessment (EA) to evaluate and document the proposed project's potential impacts between the Interstate 80 (I-80) westbound ramps and Baring Boulevard.

RTC has identified potential regional traffic impacts that could result from constructing the Sparks Boulevard project simultaneously with construction of Phase 1 of the Pyramid Highway US 395 Connector project. To avoid regional impacts, the RTC proposes to advance the capacity improvements on Sparks Boulevard, between Greg Street and the I-80 westbound ramps, in the 2022 construction season. This segment of the project is advancing through preliminary design. The remainder of the Sparks Boulevard project, from the I-80 westbound ramps north to the Baring Boulevard intersection, is anticipated to be constructed in the 2024/2025 timeframe and continues to be analyzed as part of the NEPA process. Preliminary design efforts on the second segment are underway to capture impact limits associated with the EA analysis.

A preferred alternative for the corridor can be viewed at SparksBLVD.com.

Traffic Signal Timing 6 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third of the signals in the region each year. For 2020, this begins a new cycle where signals that were retimed in 2016 will be reevaluated and retimed to address the changes to traffic demand. For 2020, approximately ninety-five intersections will have revised timing implemented. Timing plans are developed in coordination with the local entities and the University of Nevada, Reno. In the process, re-evaluation of the other settings, such as vehicle passage times, are calculated at each intersection to make sure they meet current standards.

Progress through May 2021:

- N. Virginia Street BRT project – Traffic Signal Priority (TSP) signal timing – Implementation in progress.
- S. McCarran Boulevard (22 Signals) – Mill Street to Cashill Boulevard – Estimated completion June 2021
- W. McCarran Boulevard (12 Signals) – W. Plumb Lane to Kings Row – Estimated completion June 2021

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue (now active);
- Installation of battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7th Street; and
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way.

The project is substantially complete.

Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The TE Spot 10 Fuel Tax project will install a new traffic signal at Veterans Parkway and Long Meadow Drive, signal modifications at Victorian Avenue and 16th Street, and eight new Rectangular Rapid Flashing Beacon (RRFB) enhanced pedestrian crossings regionwide. Construction bids for the project were opened on June 8, 2021. Construction on the project is anticipated to begin in July 2021.

Traffic Engineering (TE) Spot 10 - South Project

The project is currently in the preliminary design phase and includes:

- A new roundabout at the intersection of 4th Street and Woodland Avenue;
- Geometric improvements at the nearby intersection of 4th Street and Mesa Park Road; and a
- Left turn bay extension for the southbound left turn lane at South Virginia Street and Kietzke Lane.

Sixty percent design plans are currently under review at the local agencies.

Traffic Engineering (TE) Spot 10 - North Project

The project is currently in the preconstruction stages. The following intersection will be improved with this project:

- Traffic Signal improvements at the intersection of El Rancho Drive/Victorian Avenue.

Construction bids were opened on March 5, 2021. The construction contract was awarded to Sierra Nevada Construction, Inc. (SNC). Construction is anticipated to begin in August 2021.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project began with a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events. Results from the March 2021 virtual final public information meeting have been compiled and are posted on the website. The survey results confirm moving forward with the final recommendation of the Single Pier bridge type. NDOT, FHWA, and the City of Reno have completed review concur with the final recommendations. The feasibility study is finalized, a Local Public Agency agreement with NDOT has been executed, and federal funding for the Project has been allocated. The team continues to work on providing materials for Federal Funding opportunities. Request for Proposals for consulting services for the NEPA/Design phase of the project will be advertised this summer. Construction of the bridges is anticipated to begin in 2025.

Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and improving Lemmon Drive from Fleetwood Drive to Ramsey Way (Segment 2). Construction bids for the Segment 1 and Interchange project were opened on April 29, 2021. The project was awarded to the low bidder, Q&D Construction LLC. Construction is anticipated to begin in July 2021.

The project team continues the Level 2 screening process of the top three alternatives for the Segment 2 Phase of the project. The top three alternatives, screened and agreed upon by the Technical Advisory Committee (TAC) were presented to the RTC Board at the August 20, 2020, meeting. The Level 2 screening process includes a qualitative evaluation of the three remaining alternatives. Results of that screening process and recommendations of a preferred alternative is anticipated to be complete later this year.

Oddie Boulevard/Wells Avenue Improvement Project

Bids were opened on May 26, 2021. A recommendation to award the project to the apparent low bidder was issued to Granite Construction Company, Inc. Construction activities are expected to start in July 2021 and extend for three construction seasons, with completion in early 2024. Additional project information can be viewed at: <http://oddiewellsproject.com/>, including the latest virtual project update including more detailed construction schedule.

Pyramid Highway and US 395 Connection

NDOT continues to work on the design that consists of increased roadway capacity and multimodal improvements on Pyramid Highway from Queen Way to Golden View Drive. Design of this phase is anticipated to be complete in August 2022. The estimated overall Phase 1 cost is \$54.1 million. Working with FHWA, the RTC transferred the \$23 million BUILD Grant that it received from the USDOT to NDOT for construction of Phase 1 that is anticipated to begin in 2023 and take approximately eighteen months to complete.

Sun Valley Boulevard Corridor Improvement Project

Construction activities at the intersection of Sun Valley Boulevard and 7th Avenue are complete. Improvements included added capacity and safety at the intersection and traffic signal upgrades. The project also included two illuminated crosswalks with flashers at Quartz Lane and Middle Fork Lane, ADA ramps, sidewalk and bus stops to serve the extension of RTC RIDE Route 5. Pavement was reconstructed and striped to add bicycle lanes. Additional information can be viewed at: <http://SunValleyBlvd.org>.

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. RTC is working to acquire easements necessary for the pathway. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is begin paid through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement. The project is agreed to be constructed by NDOT through the agreement approved for Spaghetti Bowl Xpress (SBX) after RTC completes NEPA and the required property acquisitions and easements. The 408 permit required by United States Army Corp of Engineers (USACE) has been recently approved.

Virginia Street RAPID Extension

Revenue service for the Virginia Street Bus RAPID Transit Extension to UNR commenced on March 6, 2021. Contract close-out activities are being finalized. Additional information can be viewed at: <http://virginiastreetproject.com/>.

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance (Various Locations)

The 2021 Preventive Maintenance project consists of patching, crack sealing and slurry seal activities on approximately 200 lane miles of roadway. Lumos and Associates, Inc., is currently working on the scope for this year's program. Candidate roadways and striping plans have been submitted to the local agencies for review and prioritization. Bids were opened on April 22, 2021, and the project has been awarded to Sierra Nevada Construction, Inc. (SNC). Work is underway with crack sealing and patching activities.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. The RTC and Union Pacific Railroad (UPRR) have entered into an agreement for railroad crossing improvements. The improvements were complete at the end of May. Construction bids for the road rehabilitation were opened on March 25, 2021. A contract was awarded to the low bidder, West Coast Paving, Inc. Construction is anticipated to begin following completion of planned railroad crossing improvements by UPRR, and will be complete by the end of summer 2021.

Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc., is the consultant for design and engineering during construction services. The low bid contractor is Sierra Nevada Construction, Inc. Construction is anticipated to begin in June 2021 and be complete this fall.

Kings Row Rehab Project – Phase 2

The project includes rehabilitation/reconstruction of Kings Row from Wyoming Avenue to McCarran Boulevard. Lumos and Associates, Inc., has completed preliminary design and field investigation related work and is commencing with final design for this project. Construction is expected to begin in the spring/summer of 2022.

Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group, Inc., is the consultant for design and engineering during construction services. Design is complete. The project is scheduled to open bids on June 16, 2021. Construction is anticipated to begin in August 2021 and take approximately two (2) months to complete.

Peckham Lane Rehab Project

The project includes rehabilitation/reconstruction of Peckham Lane from S. Virginia Street to Baker Lane. The project also includes driveway, sidewalk and curb ramp improvements. Traffic signal improvements at the intersection of Peckham Lane and Baker Lane are planned, in addition to providing fiber optic interconnectivity between South Virginia Street and Baker Lane. Preliminary design is underway. Construction is anticipated to begin late spring/early summer of 2022.

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake Drive to Booth Street, and First Street from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination is complete and property acquisitions are ongoing. One hundred percent design submittal is scheduled for July 2021. Utility adjustments and relocations by NV Energy on California Avenue are complete. Truckee Meadows Water Authority work will begin later this year. The project will be advertised for construction bids later this year.

Reno Consolidated 21-01 – Lund Lane, Armstrong Lane, and Yuma Lane

The project includes rehabilitation/reconstruction of the following street segments: 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. Eastern Sierra Engineering (ESE) is the consultant providing design and engineering during construction services. Sierra Nevada Construction, Inc., was awarded the construction contract earlier this year. Construction is underway and expected to be complete by mid-June.

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive

The project includes rehabilitation/reconstruction of the following street segments: Sky Valley Drive from Summit Ridge Drive to the Highland Ditch and Sky Mountain Drive from the Highland Ditch to Summit Ridge Drive. Eastern Sierra Engineering (ESE) has completed all field investigations and topographic survey work. ESE is working on preliminary design, identification of existing utilities, horizontal layout of improvements, and analyzing bus stop improvements, including connectivity. Fifty percent design was submitted in March 2021. The team is working on addressing agency comments. Construction is scheduled to begin in the spring of 2022.

Sky Vista Parkway Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just east of Vista Knolls Parkway to Silver Lake Road. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for design and engineering during construction services. Final design is anticipated to be complete in fall 2021. The right-of-way process has begun for temporary and permanent easements along with utility coordination efforts. Final design and right-of-way activities will continue for the remainder of the year. Advertisement for bids will follow right-of-way acquisition in March 2022.

Sparks Consolidated 21-01 – Packer Way and Wild Island Court Project

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the Cul de Sac and Wild Island Court from Lincoln Way to the Cul de Sac in the city of Sparks. Wood Rodgers Inc., is the consultant for design and engineering during construction services. The construction contract was awarded to Granite Construction, Inc. Work on Wild Island Court is complete. Work on Packer Way has begun and will be complete in June.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Reno Consolidated 20-01	Roberto & Soledad Ignacio	\$1,000	\$0
Reno Consolidated 20-01	Franklin Lane Delaplane	\$4,252	\$0
Reno Consolidated 20-01	Sun Rising, LLC	\$4,516	\$0

CONTRACTS UP TO \$100,000

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$19,250 for the appraisal of parcels associated with Airway Drive Surplus Disposal of 13 parcels.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights



RTC Launches FlexRIDE Service from Summit Mall to Incline Village/Sand Harbor – Over the Memorial Day weekend, RTC launched a new pilot transit service connecting the Summit Mall Park and Ride lot in South Reno with Incline Village and Sand Harbor State Park. This service leverages our FlexRIDE

vehicles and technology to provide on-demand, prescheduled service. Since the start of the service, 33 trips were provided with the most popular destination being Sand Harbor State Park. Fares for the service are \$5 per person with reduced fares available for students, seniors, the disabled, and veterans. Staff will continue public outreach and monitor service performance throughout the pilot.

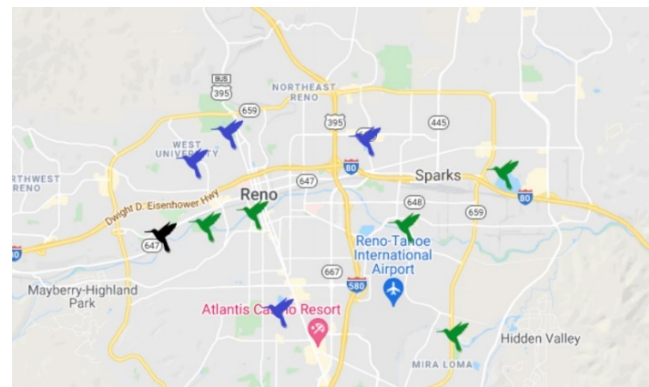


RTC Introduces Birding By Bus Program - The Lahontan Audubon Society and the Regional Transportation Commission (RTC) of Washoe County are pleased to introduce the *Birding By Bus Program*. The program invites the public to utilize public transportation to enjoy popular bird-watching locations



in area parks throughout the community. An interactive map provides information

about corresponding bus routes and the type of bird habitation in the area. Many parks in our community are easily accessible by RTC RIDE bus stops or are within walking distance of the bus stops. Each park on the Birding By Bus map (<https://www.nevadaaudubon.org/bus.html>) is



marked with interactive, informational symbols about the park’s features and birding opportunities.

Visit the Lahontan Audubon Society's calendar for future events through the *Birding By Bus* program at <https://www.nevadaaudubon.org/calendar.html>.

RTC RIDE Key Highlights –

- Operator bid change took effect May 8, 2021
- May 13th & May 14th Keolis provided shelter and transportation for Sparks, Siegel Suites residents due to a building fire
- CBA Negotiations started on May 24, 2021
- Electronic technicians completed training for Trapeze radio system
- All 2020 New Flyer buses are in service
- Reno SWAT team requested a bus for their tactical environment training. This training included a hostage crisis simulation and lessons on how to breach and immobilize a vehicle. The detectives allowed Keolis staff to watch.
- Keolis has finalized its company-wide survey
- Keolis is actively seeking a 90% vaccination rate of its workforce at its Reno location
- Continuing to implement ZONAR bus stop defect tracking
- Migrating staff from NextBus to Umo software
- Purchased TVs for Villanova breakrooms for Operations and Maintenance staff
- Full wireless access setup in Safety Training Room for no-cables-needed presentations
- Safety training for operations consisted of defensive driving and speeding, mental health, conflict, de-escalation and customer service trends
- Safety training for maintenance consisted of fall protection and crane safety
- Submitted Continuity of Operations Plan (COOP) to RTC Safety Training Administrator



RTC ACCESS Key Highlights -

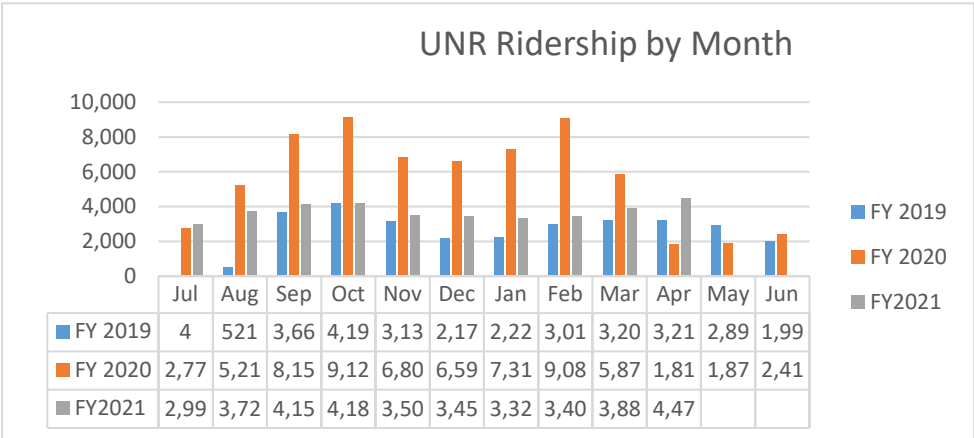
- FlexRIDE update:
 - Completed Boardings for May of 6,561
 - North Valleys = 2,629
 - Sparks/Spanish Springs = 3,755
 - Verdi = 144
 - Incline Village = 33 (inaugural weekend)
 - Bookings made from Rider's App = 51.56%
 - First Trip users = 305
 - Median Wait time = 13.42 minutes
 - Total Cancelled Trips increase by 22%
 - No Show Cancelled Trips decreased by 0.12%

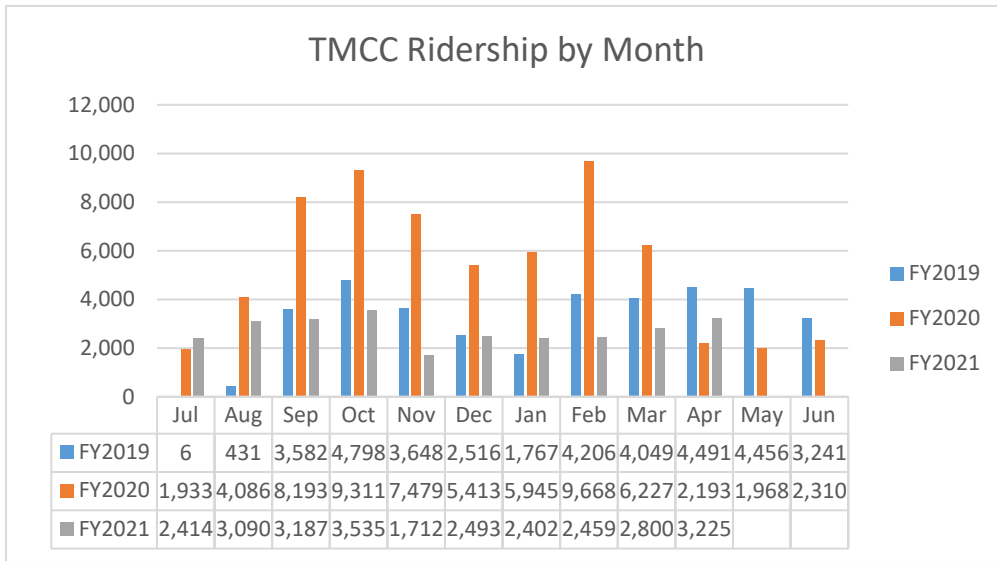
- With COVID-19 restrictions easing up, MTM is seeing a continued increase in ridership across all services.
- MTM is continuously hiring to add to its operator roster, and is offering a referral bonus to its staff for every person they refer that is hired.
- May Safety Blitz – focused on Distracted Driving. Drivers had to “Run the Gaunt-let” of common distractions as they left the facility through “Distraction Alley” reminding staff that:
 - Thinking about what’s for lunch is a mental distraction – but, actually eating while driving is a NO-NO!
 - Cell phones must be “OUT OF SIGHT, OUT OF MIND!”
- Maintenance completed:
 - 155 DVI/non-scheduled vehicle repairs
 - 94 PMI/scheduled repairs



TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools increased to 255 from 245 with over 170 of those serving the Tahoe-Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla continues operations with COVID-19 precautions. Staff is working with several companies who could join the vanpool program later this summer or fall.
- On May 6, staff presented with the Reno Chamber of Commerce for their NV Green Business Education program.
- Staff continues to work with developers to include bus pass subsidy programs in redeveloped apartment complexes in Reno.
- Staff met with the Sustainability team at UNR on June 7 regarding the ED Pass Program to discuss plans for the program for the fall semester. Staff plans to be back on campus for the fall semester to continue to promote the ED Pass Program.
- Ridership numbers from the ED Pass Program through April 2021:

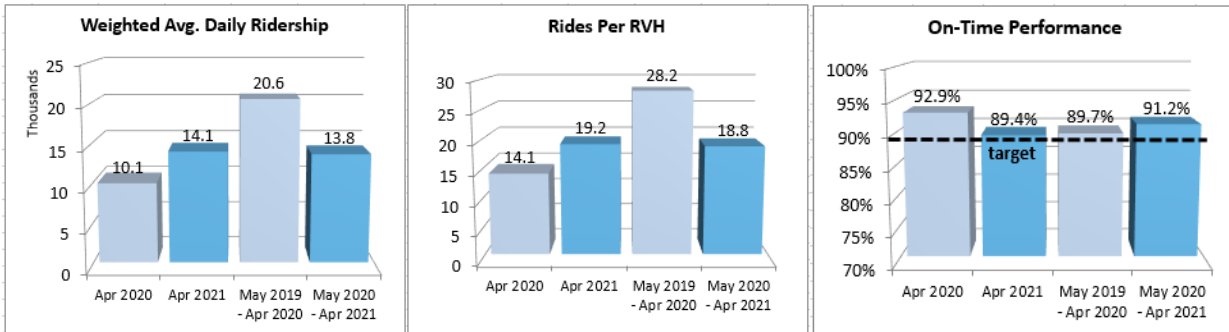




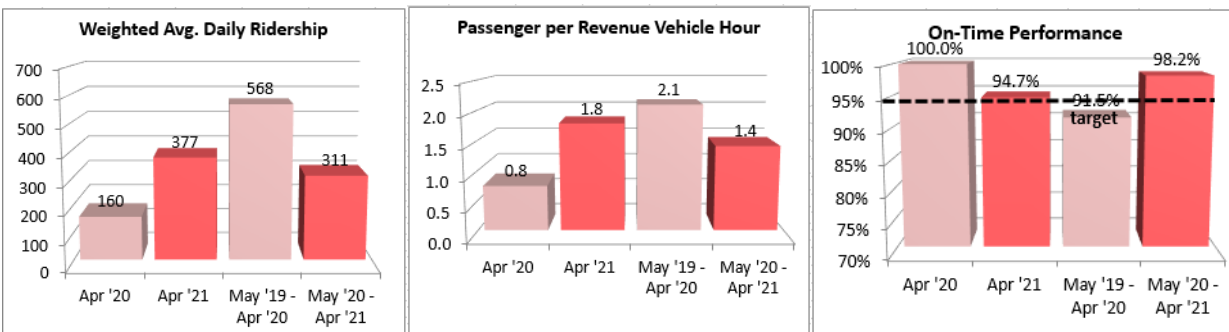
Trends continue to show that ridership during the pandemic is still higher than ridership before the Ed Pass pilot program began.

APRIL 2021 TRANSIT PERFORMANCE

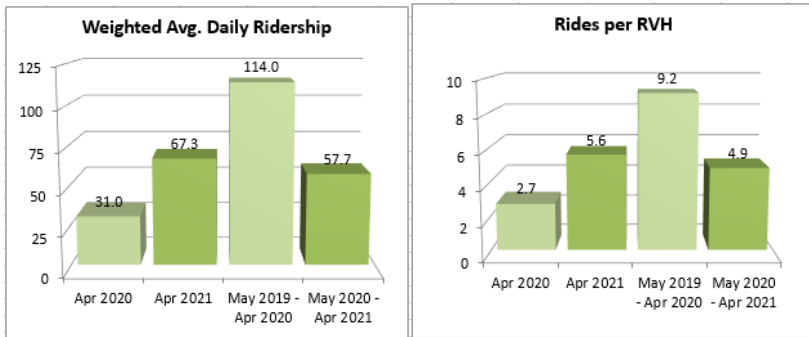
RTC RIDE



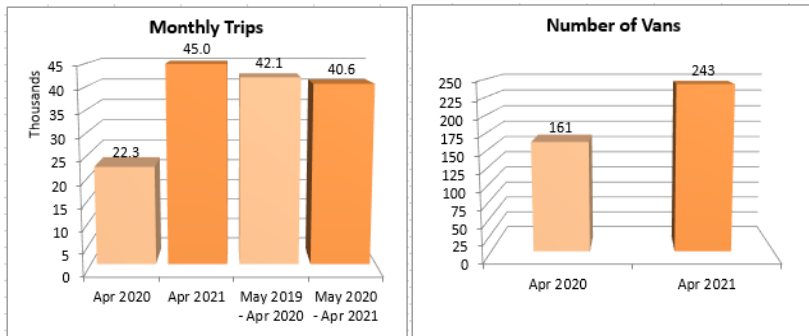
RTC ACCESS



TART



RTC VANPOOL



ATTACHMENTS

- A. RTC RIDE Performance Statistics Table
- B. RTC ACCESS Performance Statistics Table
- C. TART Performance Statistics Table
- D. RTC RIDE Fiscal Year Comparison Charts
- E. RTC ACCESS Fiscal Year Comparison Charts
- F. TART Fiscal Year Comparison Charts
- G. RTC Vanpool Fiscal Year Comparison Charts

RTC RIDE Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2021	Percent Change	Mar 2020	Apr 2020 - Mar 2021	Percent Change	Apr 2019 - Mar 2020
Monthly Ridership	431,899	-15.4%	510,367	4,878,879	-37.8%	7,840,564
Weighted Avg. Daily Ridership	13,786	-16.6%	16,536	13,462	-37.8%	21,656
Revenue Vehicle Hours (RVH)*	23,133	4.1%	22,228	264,722	0.3%	263,903
Rides Per RVH*	18.7	-18.7%	23.0	18.4	-38.0%	29.7
Revenue Vehicle Miles (RVM)*	248,193	-1.4%	251,814	2,845,783	-2.4%	2,914,786
Complaints Per 25,000 Rides	5.50	84.0%	2.99	3.76	-0.6%	3.78
On-Time Performance ²	89.4%	1.9%	87.8%	91.5%	2.0%	89.7%

Performance Indicator	Feb 2021	Percent Change	Feb 2020	Mar 2020 - Feb 2021	Percent Change	Mar 2019 - Feb 2020
Revenue	\$237,486	-28.0%	\$329,619	\$2,773,968	-41.1%	\$4,706,437
Farebox Recovery Ratio	10.2%	-18.1%	12.5%	8.6%	-40.8%	14.6%
Subsidy per Ride	\$5.44	44.8%	\$3.76	\$5.91	72.4%	\$3.43

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, and UNR Midtown Direct

² Percent of trips zero min. early and five minutes or less late

* - RVH and RVM are preliminary for March

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar '21	Percent Change	Mar '20	Apr '20 - Mar '21	Percent Change	Apr '19 - Mar '20
Monthly Ridership	10,849	-7.7%	11,750	104,240	-52.1%	217,472
Weighted Avg. Daily Ridership	342	-10.5%	382	292	-52.0%	608
Revenue Vehicle Hours	6,495	-8.8%	7,120	77,415	-21.3%	98,305
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.67	1.2%	1.65	1.35	-39.1%	2.21
Revenue Vehicle Miles (RVM)	91,096	-3.2%	94,093	886,025	-46.3%	1,650,078
Complaints per 1,000 Rides	0.55	-18.8%	0.68	0.69	35.3%	0.51
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	-100.0%	1.06	0.67	2.3%	0.66
On-Time Performance (does not include taxi data)	97.3%	2.6%	94.8%	98.6%	8.4%	91.0%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	Dec '20	Percent Change	Dec '19	July '20 - Dec '20	Percent Change	Dec '19 - July '19
Revenue*	\$92,962	-42.3%	\$161,108	\$630,265	-32.7%	\$937,074
Farebox Recovery Ratio*	12.97%	-35.09%	19.98%	14.20%	-32.83%	21.14%
Subsidy per Passenger*	\$45.56	65.1%	\$27.60	\$49.87	117.1%	\$22.97

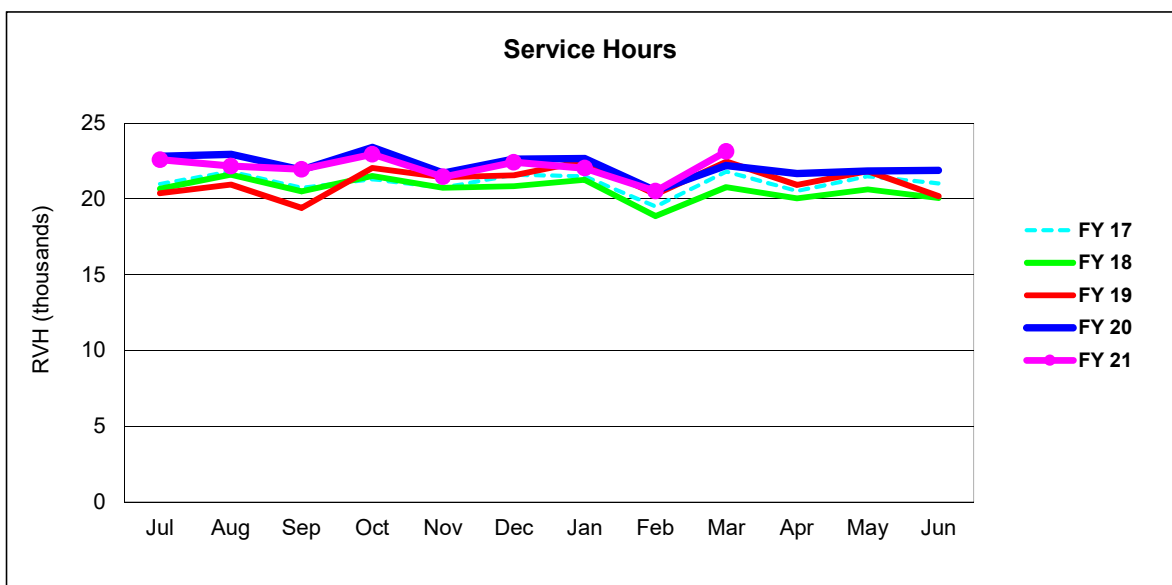
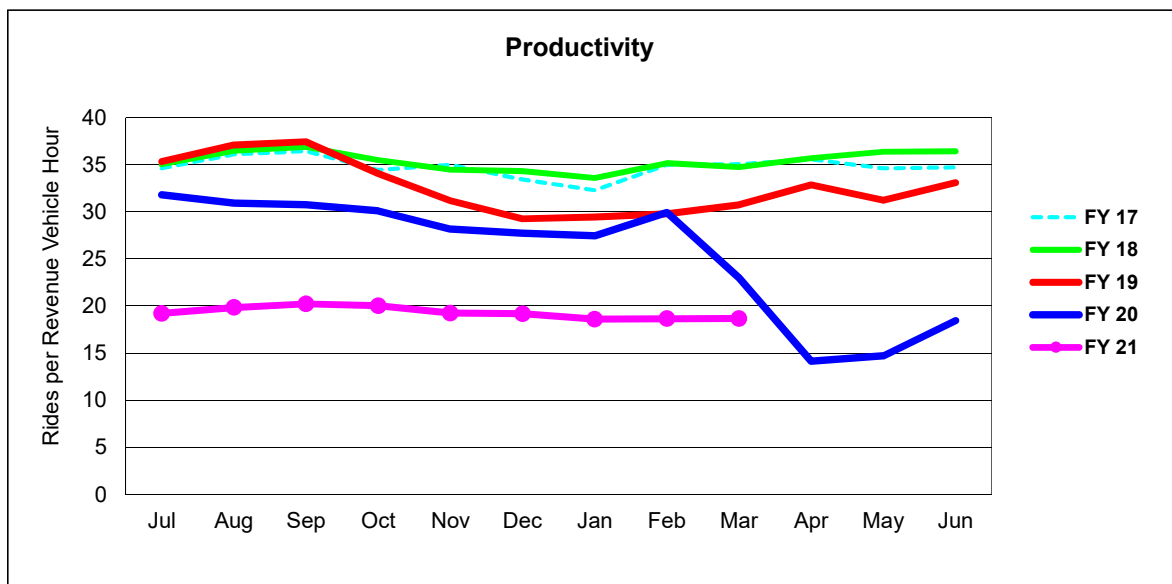
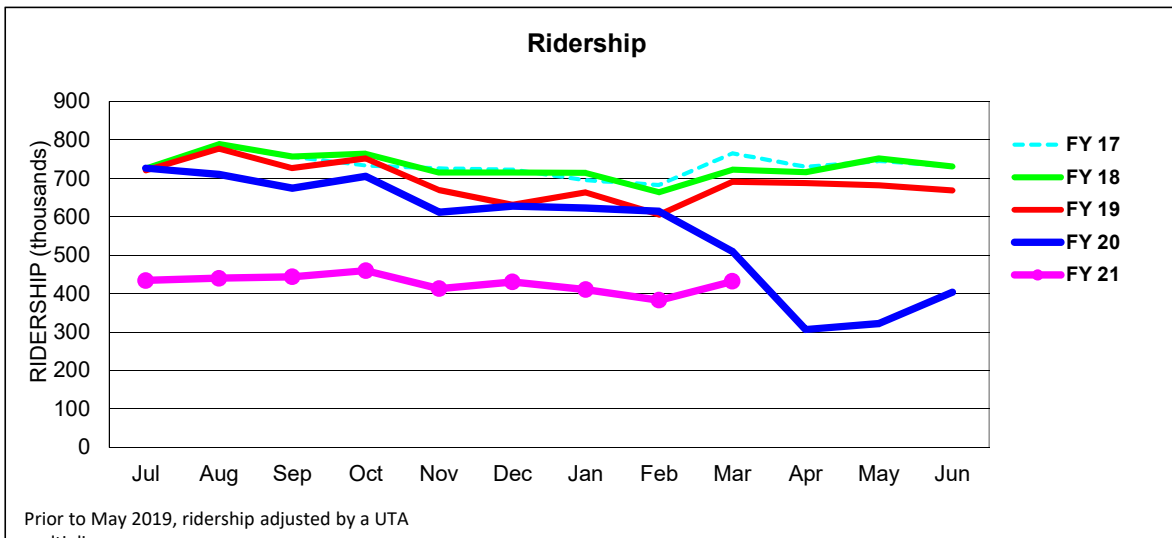
*December 2020 data is the latest available.

TART Performance Statistics

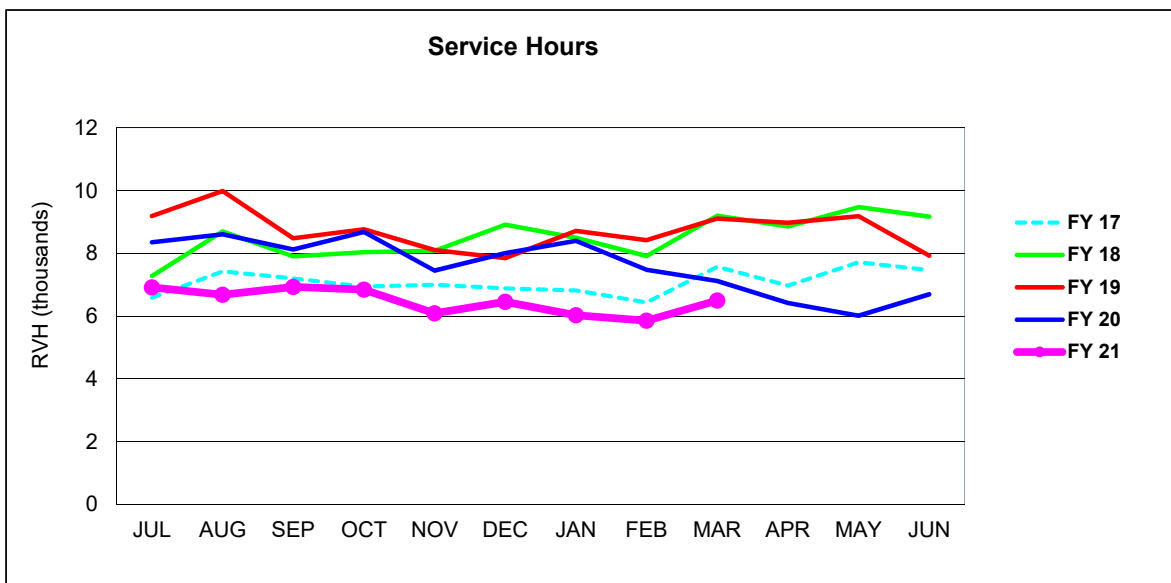
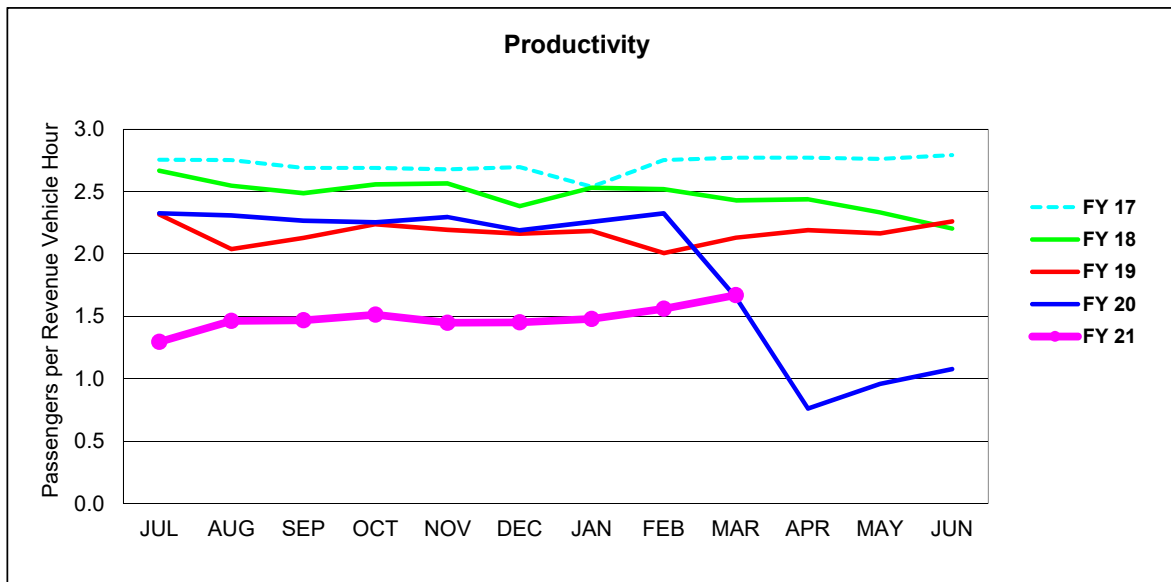
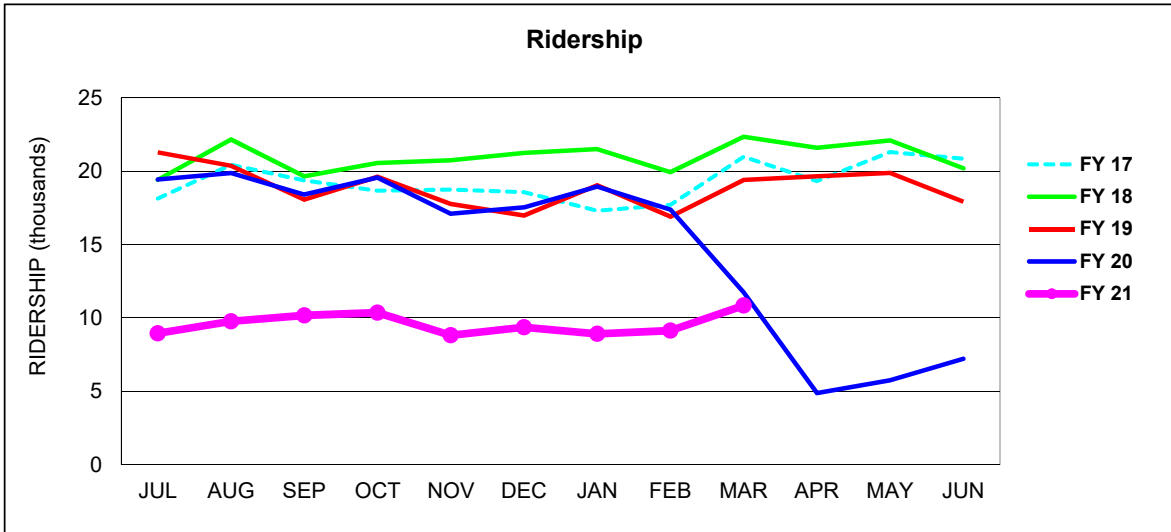
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2021	Percent Change	Mar 2020	Apr 2020 - Mar 2021	Percent Change	Apr 2019 - Mar 2020
Monthly Ridership	2,015	-39.8%	3,346	19,622	-54.7%	43,335
Weighted Avg. Daily Ridership	65.1	-39.7%	108.0	54.7	-54.3%	119.7
Revenue Vehicle Hours (RVH)	341	-12.0%	387	4,242	-6.6%	4,541
Rides per RVH	5.9	-31.6%	8.6	4.6	-51.5%	9.5
Revenue Vehicle Miles (RVM)	5,057	21.6%	4,157	84,875	-4.4%	88,747
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$28,190
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	5.1%
Subsidy per Ride	\$21.35	50.6%	\$14.18	\$27.11	123.7%	\$12.12

* - Effective December 12, 2019 TART started providing free rides for a two-year trial period.

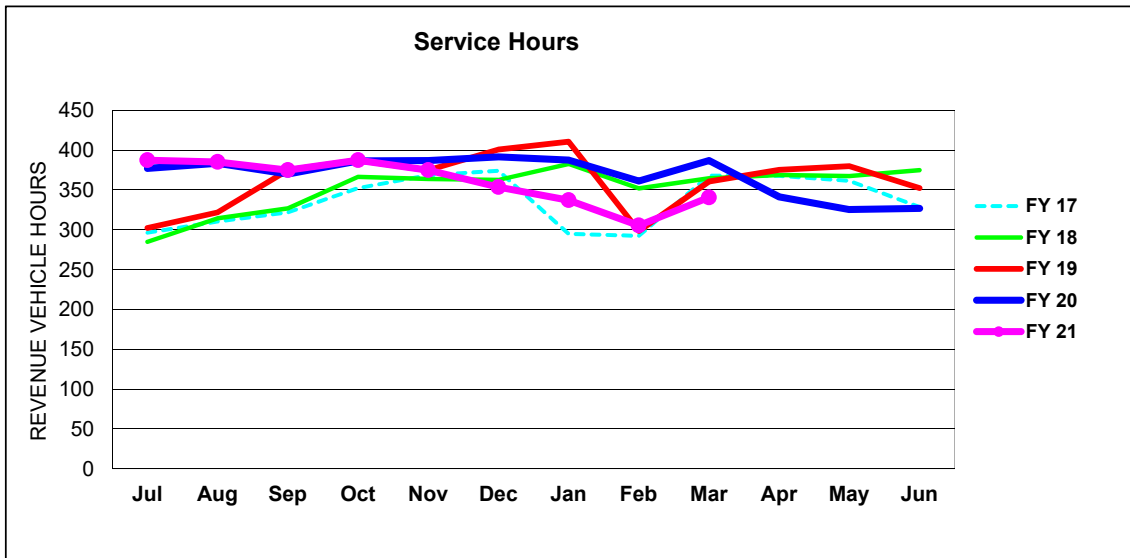
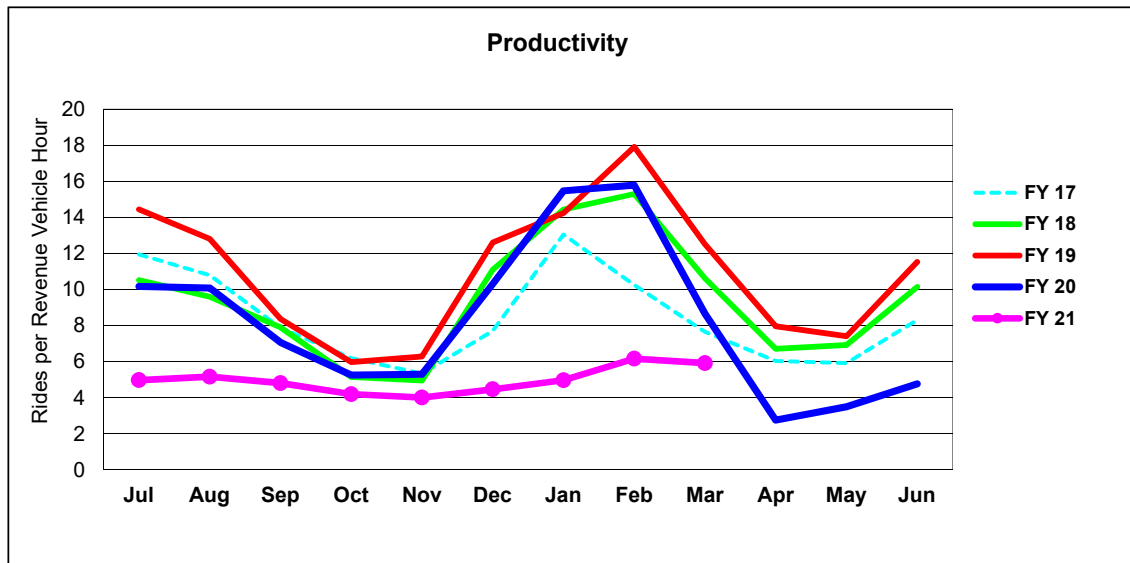
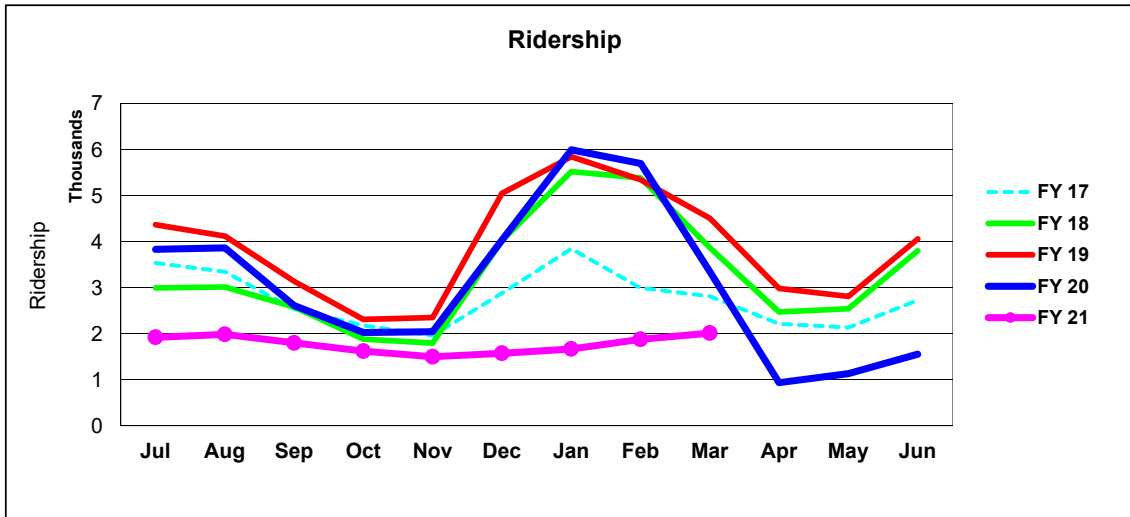
**RTC RIDE
Fiscal Year Comparisons**



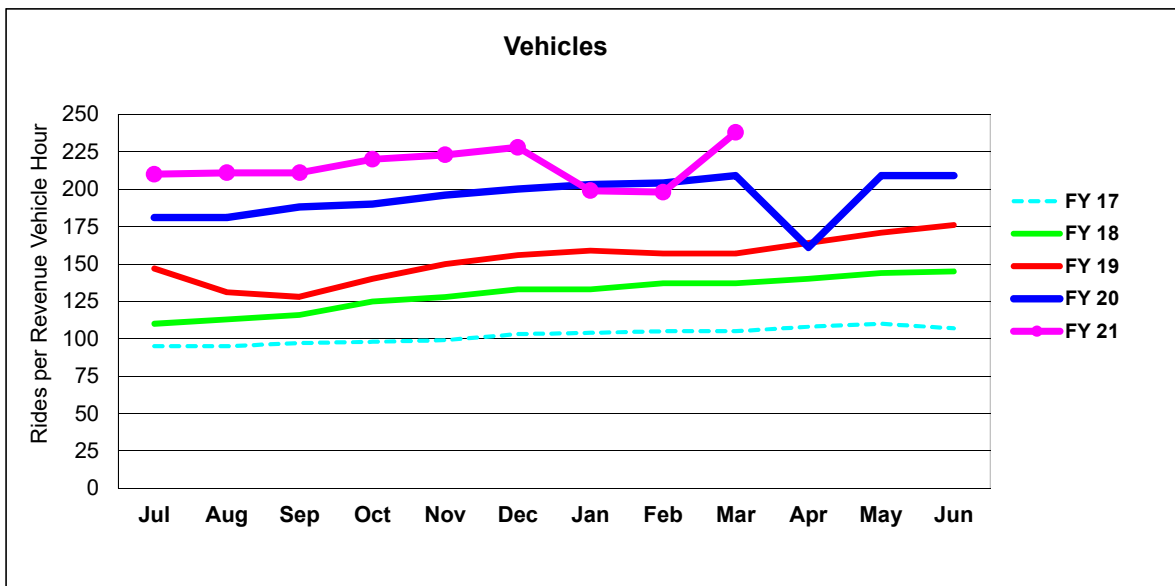
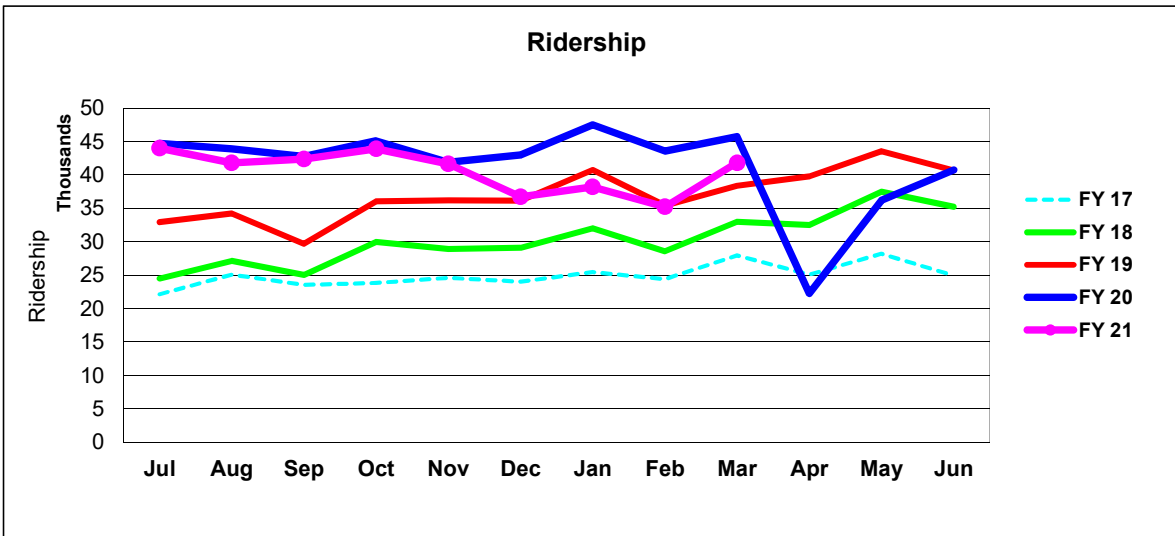
**RTC ACCESS
Fiscal Year Comparisons**



**TART - Nevada
Fiscal Year Comparisons**



**RTC Vanpool
Fiscal Year Comparisons**





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.5

From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
TE Spot 10 Intersection Improvements – Fuel Tax	6/8/2021
Newport Lane Rehabilitation	6/16/2021
North Valleys Improvement Package 3B	7/8/2021

<u>Request for Proposals (RFP)</u>	
Project	Due Date
4 th Street Station Expansion NEPA & Design	7/12/2021

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
Bus Stop Improvement and Connectivity-Task Order 1-Phase 2	Spanish Springs Construction	5/10/2021	\$1,370,444
Kings Row Rehabilitation Project	Sierra Nevada Construction	5/7/2021	\$3,737,007
Terminal and Sutro Repaving Project	Intermountain Slurry Seal	5/27/2021	\$89,804
Oddie Boulevard-Wells Avenue Corridor	Granite	6/10/2021	\$44,100,100

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
KOLO 8 The Road Ahead	Gray Media Group dba KOLO 8 News Now	\$48,000
Remodel of Administrative Support Offices, 2 nd Floor Terminal Building	EC Construction LLC	\$32,055
Lobbying Services	Porter Group	\$78,000
Lobbying Services	Cardinal Infrastructure	\$84,000

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

Project	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
5310 Grant-Access to Healthcare Network	5/1/2021	Amend. 4	\$66,653	\$387,058



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.6

From: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy Executive Director

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on June 2, 2021, and received a report on the Oddie Boulevard/Wells Avenue Multi-Modal Improvements Project. They also recommended approval of the Transportation Alternatives Set-Aside Program guidance, scoring criteria, and application.

Technical Advisory Committee (TAC)

The TAC met on June 3, 2021, and received a report on the Oddie Boulevard/Wells Avenue Multi-Modal Improvements Project. They also recommended approval of the Transportation Alternatives Set-Aside Program guidance, scoring criteria and application.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on May 27, 2021, and acknowledged receipt of a report on the RRIF General Administrative Manual (GAM) update including the draft fee schedule proposed in the Capital Improvement Plan (CIP), and a report on the average trip length included in the regional travel demand forecasting model.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.7

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Executive Director

RECOMMENDED ACTION

Approve a Professional Services Agreement (PSA) with CA Group, Inc. for consulting services on the McCarran Boulevard Corridor Study in an amount not-to-exceed \$349,868.

BACKGROUND AND DISCUSSION

This agreement (Attachment A) with CA Group, Inc. is for construction management for consulting services on the McCarran Boulevard Corridor Study in the amount of \$349,868. The purpose of this project is to conduct a multimodal analysis for transportation improvements on the McCarran Boulevard loop. The study will identify recommendations for enhancing mobility options, improving safety, and addressing economic development efforts within the corridor that could potentially have significant traffic impacts; with the goal of maintaining consistency of the roadway character throughout, where feasible and within the context of the varying land use pattern. The plan will identify short and long-term improvements and develop a funding strategy.

CA Group, Inc. was selected as the highest ranked firm out of the four responsive proposals that the RTC received for consulting services for the McCarran Boulevard Corridor Study in response to the Request for Proposals (RFP) advertised on January 19, 2021. Negotiation of the scope, schedule and budget resulted in the not-to-exceed fee amount that is within the appropriated budget.

FISCAL IMPACT

The Nevada Department of Transportation (NDOT) will fund the study per an existing agreement.

PREVIOUS BOARD ACTION

January 15, 2021	Authorized the procurement for the selection of Engineering Professional Services for the McCarran Boulevard Corridor Study
November 20, 2020	Approved the cooperative agreement with the State of Nevada, Nevada Department of Transportation (NDOT) for funding of the McCarran Boulevard Corridor Study

ATTACHMENT(S)

A. Professional Services Agreement with CA Group, Inc.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of July 1, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Professional Services in connection with the McCarran Boulevard Corridor Study, RFP # RTC 21-27; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the 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. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

2.6. 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 1 to 4)	\$314,868.00
<u>Contingency</u>	<u>\$35,000.00</u>
Total Not-to-Exceed Amount	\$349,868.00

- 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 Dan Doenges 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 Chad Anson or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
 Executive Director
 Dan Doenges
 RTC Project Manager
 Regional Transportation Commission

1105 Terminal Way
Reno, Nevada 89502
(775) 335-1901

CONSULTANT: Chad Anson, P.E.
Vice President
CA Group, Inc.
1135 Terminal Way, Suite 106
Reno, NV 89502
(775) 393-2040

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration] . As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President

Exhibit A Scope of Work

McCarran Boulevard Corridor Study

Purpose and Objective

Project Limits: Entire McCarran Boulevard Loop

Project Objective: The purpose of this project is to conduct a multimodal analysis for transportation improvements on the McCarran Boulevard loop. The study will identify recommendations for enhancing mobility options, improving safety, and addressing economic development efforts within the corridor that could potentially have significant traffic impacts; with the goal of maintaining consistency of the roadway character throughout, where feasible and within the context of the varying land use pattern. The plan will identify short and long-term improvements and develop a funding strategy. Study recommendations will be incorporated into the Nevada Department of Transportation's (NDOT) long-range plan and programs and the RTC Regional Transportation Plan (RTP).

Project Need: McCarran Boulevard is a ring road approximately 23 miles in length that largely encircles the Reno-Sparks urbanized area and sections of the roadway carry some of the highest traffic volumes in the region, including high percentages of freight traffic. It also provides direct access to some of the largest employers in the region and has multiple interchanges with the Interstate system as well as other major freeway and arterial facilities such as US 395 and Pyramid Highway. The character of the McCarran Boulevard corridor varies widely throughout the region. Sections of the roadway are highly urbanized while others are more suburban or rural in nature. The roadway traverses industrial, commercial, and residential land uses, and has varying speed limits and traffic patterns throughout. Sections of McCarran Boulevard are also utilized by several transit routes operated by RTC. Due to the varying nature of development that has occurred alongside the corridor over the past several decades, and the piecemeal construction of the roadway itself, McCarran Boulevard does not necessarily function or operate in the manner it was intended to as a high capacity bypass or beltway. There have been several localized studies and improvements implemented along sections of McCarran in recent years that weren't necessarily completed within the context of the roadway as a whole. This has resulted in somewhat of an "identity crises" for the ring road, and this project seeks to establish a consistent framework for improvements going forward.

The CONSULTANT is responsible for carrying out tasks 1 through 4 as listed below to conduct the McCarran Boulevard Corridor Study. To conduct this work the RTC will provide the consultant the Model output runs and copies of prior RTC studies.

Task 1: Project Management

- 1.1 Perform day-to-day work to administer interrelated activities, manage personnel and resources, prepare and submit monthly invoices, monitor schedules and budgets, and prepare and distribute project progress reports as required.
- 1.2 Organize and conduct an initial kick-off meeting to clarify and refine study schedule, discuss overall study objectives, establish project management team's roles and responsibilities, and identify potential information sources.
- 1.3 Organize and conduct bi-weekly status meetings (or as needed) with the RTC staff to explain the study progress, details and seek consensus on the tasks and milestones.
- 1.4 Provide frequent communication with RTC project manager and assistant project manager, team leads, and subconsultants to ensure that all project activities move forward in a coordinated manner.
- 1.5 Follow a documented QA/QC program so that all project deliverables meet or exceed the appropriate standard of care.
- 1.6 CONSULTANT to provide RTC with a project schedule showing major milestones and overall duration of the study. Schedule to be used for project tracking and identify significant dates to the stakeholders on how the project will progress.
- 1.7 Provide materials to RTC staff to present to the RTC Board and Advisory Committees.

Deliverables:

- Quality Control Plan
- Schedule
- Presentation and meeting materials where applicable
- Monthly invoices

Task 2: Information Gathering and Analysis

- 2.1 CONSULTANT will compile all readily-available GIS information related to previous study recommendations and existing and future conditions. Maps will be created for the following subtask topic areas, as applicable, to assist stakeholders and the public in visualizing and understanding the spatial distribution of issues and recommendations, as well as overlaps and gaps that may exist.

2.2 CONSULTANT will review and synthesize the analysis and recommendations of other recent studies and projects in the corridor as well as the results of the additional traffic operations and safety analyses as described herein. Studies and projects include but are not limited to the following:

- NDOT Road Safety Assessments (RSAs) and Safety Management Plans SMPs
- Proposed projects in the existing RTP, One Nevada Transportation Plan, Nevada State Freight Plan, and Statewide Transportation Improvement Program (eSTIP)
- Relevant Traffic Impact Studies (TIS) for pending development proposals
- Land use master plans for the jurisdictions of the City of Reno, City of Sparks, and Washoe County

2.3 CONSULTANT will undergo a data collection effort to identify roadway characteristics on McCarran Boulevard. As part of this task, the team will:

- a. Identify the existing roadway geometry including such features as number of travel lanes, existing right-of-way, traffic control at intersections as well as mid-block crossing, multimodal facilities (sidewalks, bike lanes, off-street paths), access control, and roadway lighting.
- b. Provide traffic data such as posted speed limits, existing annual average daily traffic (AADT) volumes, AM and PM peak period intersection level of service (LOS) and/or bottleneck data, and roadway operation metrics (speed and travel time data, user delay, etc.). SYNCHRO analysis will be utilized on up to fifteen (15) intersections.
 - Mira Loma Drive
 - Longley Lane
 - Virginia Street
 - Kietzke Lane
 - Lakeside Drive
 - Plumas Street
 - Cashill Boulevard
 - Plumb Lane
 - Mayberry Drive
 - West 4th Street
 - Mae Anne Avenue
 - Clear Acre Lane
 - El Rancho Drive

- Sullivan Lane
- North Rock Boulevard

CONSULTANT will reference traffic operational analysis presented in previous NDOT Safety Management Plans or Intersection Control Evaluations for the following intersections:

- Greg Street
 - Las Brisas Boulevard
 - Keystone Avenue
 - Baring Boulevard
 - Prater Way
- c. Provide safety data such as the number, frequency, and severity of crashes, as well as the type of crashes. Highlight crashes resulting in fatalities and those which involved pedestrians or bicyclists.
- d. Coordinate with RTC staff to obtain forecast traffic data such as AADT and LOS to develop 2050 forecasts for SYNCHRO analysis identified in Item 2.3.b. No formal NDOT Traffic Forecasting Memorandums or Operational Analysis Methodology Memorandums are included as part of this scope.

2.4 CONSULTANT will consolidate all the pedestrian and bicycle facility needs, solutions and strategies throughout the corridor previously identified within the completed or ongoing studies. To perform this task the CONSULTANT will:

- a. Identify gaps or barriers in the pedestrian and bicycle network
- b. Identify the pedestrian crossing desire lines and accessibility at pedestrian traffic generators such as shopping centers, civic services, and existing transit stop locations.
- c. Identify intersections with potential speed and sight distance issues that would create safety concerns or an increased risk for conflicts between vehicles and pedestrians and/or bicyclists.

2.5 CONSULTANT will collect information from NDOT regarding pavement conditions along McCarran Boulevard with a focus on:

- a. Providing recommendations on prioritization for potential improvements based on any opportunities identified through pavement preservation/maintenance needs.

- 2.6** CONSULTANT will perform an evaluation of the transit elements as below:
- a. Coordinate with RTC to collect information on transit stop characteristics including, stop utilization, accessibility, and programmed or planned improvements.
 - b. Identify potential locations adjacent to the roadway or within the corridor for park and ride lot opportunities.

Deliverables:

- GIS files utilized for the project
- Technical Memo documenting inventory, identified issues, and implementation strategies for elements listed above.

Task 3: Stakeholder Engagement and Public Involvement

- 3.1** CONSULTANT will facilitate bi-monthly project Technical Advisory Committee (TAC) meetings, including representatives from RTC, NDOT, Cities of Reno and Sparks, Washoe County, and other agencies as appropriate, to be held during the study period. The purpose of the TAC is to review technical study issues and provide technical guidance for development of strategies by the stakeholder group. A total of five (5) meetings is anticipated to be conducted for the duration of the project.
- 3.2** CONSULTANT will coordinate identifying a long-term vision through stakeholder and public meetings, using data gathered as part of Task 2. The intent of this coordination is to communicate the corridor's current conditions, anticipated future conditions, growth and development changes, regional transportation system changes/impacts, and overall role of McCarran Boulevard for all transportation users to determine the primary function of the corridor (or by corridor segment). Identifying this vision will be a key component of the stakeholder meetings, and public outreach identified in Task 3. This effort will set the foundation for establishing proposed short- and long-term corridor improvements in Task 4.
- 3.3** CONSULTANT will undertake public involvement activities (primarily in a virtual setting) with the goal of maintaining a dialogue as to the future of the corridor. This will be accomplished through active engagement of stakeholder groups and activities as follows:
- a. In coordination with staff, the CONSULTANT shall develop presentation materials to convey progress throughout the development of the study.

- b. Public engagement activities and feedback will be solicited using Parametrix's ENGAGE platform for virtual communication, engagement and presentations.
 - c. The CONSULTANT shall identify community activities that provide potential opportunities to engage the public and solicit feedback on the study.
 - d. The CONSULTANT shall compile the results of public engagement into a Public involvement memorandum.
 - e. The CONSULTANT shall reserve social media accounts and develop a website to serve as an information resource regarding development of the study. Management of the pages will include proactively posting appropriate project information, graphics, and photographs, connecting with appropriate agencies and stakeholders, and monitoring online conversations to correct misinformation. The CONSULTANT will develop a monthly schedule of messages in coordination with RTC project management and communications to be posted several times each week.
- 3.4** CONSULTANT will develop a comprehensive Stakeholder database for review and approval by RTC. Consultant will maintain and update the database in a format approved by the RTC. The consultant will provide the RTC with the final database at the end of the study.
- 3.5** CONSULTANT will conduct up to 10 stakeholder meetings with neighborhood groups, businesses, or other interested organizations with a stake in project implementation along the corridor. The purpose of the meetings are to: receive feedback and validation from the stakeholders on existing studies, planned projects and initiatives and other pertinent corridor information; listen and document stakeholder issues with respect to project implementation; develop criteria to help inform priorities and implementation strategies. Stakeholder activities may include:
- Data identification (including existing plans),
 - Data validation,
 - Data organization,
 - Immediate, short, and long-range action plans,
 - Identify implementation strategies,
 - Data integration with identified strategies,
 - Negotiate formal and informal agreements as necessary, and

- Strategies to advocate for the future of McCarran Boulevard with the broader community.

3.6 The CONSULTANT will coordinate with RTC staff on all logistics for the stakeholder meetings including invites, securing meeting locations, agendas, meeting materials, and equipment and meeting and action items. The consultant will provide a final Stakeholder engagement memorandum to the RTC at the end of the study. RTC to cover costs associated with any direct costs including room rental, website, audio/visual rentals, advertising, notifications, and deposits.

Deliverables:

- Agenda, meeting materials and minutes of meetings
- Public involvement memorandum
- Stakeholder engagement memorandum

Task 4: Alternatives Development, Analysis, and Implementation

4.1 Under this task CONSULTANT will identify corridor improvement alternatives, , and develop an implementation plan for short- and long-range improvements, which will also identify potential funding sources. All sub-tasks below will include input from stakeholders and the public, at key milestones.

- a. CONSULTANT will develop high level concepts addressing roadway, traffic, transit, pedestrian, and bicycle improvements
- b. CONSULTANT, along with input from stakeholders, will use a range of metrics to evaluate potential improvements utilizing the identified long-term vision elements as screening and evaluation criteria, prior to including them in an overall implementation plan for the corridor. The evaluation information will be displayed in a typical criteria matrix format. This type of display will enable decision makers to see, at a glance, how each project or strategy compares overall. This evaluation matrix will be used to develop a tentative list of projects and strategies by proposed implementation order. The list could be divided into sub lists of projects of similar types, such as pedestrian/streetscape improvements. Stakeholder input is critical at this stage prior to finalizing a list of projects by proposed implementation order.
- c. Additionally, the CONSULTANT's team will identify potential funding sources in a parallel effort and will enhance stakeholder's capacity to secure resources in the future.

- 4.2** CONSULTANT will prepare a conceptual design level plan for improvements and strategies. This will include concept layouts, cost estimates, and right of way needs. Detailed designs, right-of-way determination, and change of access reports are not included in this scope of work but may be included under contract amendment.
- 4.3** CONSULTANT will prepare a draft implementation and financing plan and distribute it for review to the RTC, City of Reno, and other partner agencies.
- 4.4** CONSULTANT will revise the draft implementation and financing plan based on the comments from the RTC, NDOT, Cities of Reno and Sparks, Washoe County and other partner agencies and present the plan to the stakeholders.
- 4.5** CONSULTANT will incorporate comments and produce the Final Implementation and Financing Plan.

Deliverables:

- Electronic copy of the draft report to the RTC, and participating agencies
- Electronic copy of the revised report to the RTC and stakeholders
- One electronic copy of the final report, and one hard copy

Data to be provided by RTC

- Model output runs and other data sources
- GIS shapefile of proposed improvements
- Copies of prior RTC studies

EXHIBIT B Compensation

Contract Information: McCarran Boulevard Corridor Study
 Consultant Information: CA Group - Entire Project Team Fee (Includes Parametrix and SST)
 Project Manager: Dan Doenges

		Billable Rate	\$0.00	\$270.00	\$175.00	\$170.00	\$135.00	\$80.00	\$150.00	\$160.00				
Tasks		Human Resources (Hours)												
Name														
Task No.	Description	Project Principal	Project Manager	Sr. Planner & Engineer	Planner & Engineer	Jr. Planner & Engineer	Clerical & Technical Editor	GIS/CADD	Public Liason		Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs
1 Project Management														
1.1	Day-to-Day Management		40				12				52	\$11,760	35	\$5,394
1.2	Kick-Off Meeting & Study Schedule		8								8	\$2,160	4	\$1,310
1.3	Weekly Status Meetings		20								20	\$5,400	45	\$12,718
1.4	RTC Communication Activities		24								24	\$6,480	8	\$2,620
1.5	QA/QC Program		4	16							20	\$3,880	4	\$1,310
1.6	RTC Board and Advisory Committee Assistance		16	8				4	16		44	\$8,880	22	\$3,507
	Hours Subtotal:	0	112	24	0	0	12	4	16	0	168		118	
	Cost Subtotal:	\$0.00	\$30,240.00	\$4,200.00	\$0.00	\$0.00	\$960.00	\$600.00	\$2,560.00	\$0.00		\$38,560.00		\$26,859
2 Information Gathering and Analysis														
2.1	GIS Compilation		2								2	\$540	44	\$5,046
2.2	Review of Existing Studies, Plans, Etc.		8	8							16	\$3,560	16	\$2,398
2.3	Identify Roadway Characteristics		2	8	20	16					46	\$7,500	24	\$2,909
	Traffic Operations Breakout		2	2	60	100					164	\$24,590		\$15,000
2.4	Identify Existing Peds and Bicycle Facilities		2	2	8	16					28	\$4,410	24	\$2,909
2.5	Collect NDOT Pavement Conditions		2		8	4					14	\$2,440	12	\$1,454
2.6	Identify Transit Information		2								2	\$540	32	\$5,876
	Hours Subtotal:	0	20	20	96	136	0	0	0	0	272		152	
	Cost Subtotal:	\$0.00	\$5,400.00	\$3,500.00	\$16,320.00	\$18,360.00	\$0.00	\$0.00	\$0.00	\$0.00		\$43,580.00		\$35,592
3 Stakeholder Engagement and Public Involvement														
3.1	Bi-monthly TAC Meetings		20		8				10		38	\$8,360	30	\$8,479
3.3	Public Involvement Activities		4		16				4		24	\$4,440	164	\$31,131
	Set up ENGAGE (Virtual PI) Platform										0	\$0	122	\$14,111
3.4	Develop Stakeholder Base		4		6						10	\$2,100	2	\$924
3.5	Stakeholder Meetings		32						16		48	\$11,200	20	\$6,549
3.6	Meeting Logistics		8				24				32	\$4,080	0	\$0
	Hours Subtotal:	0	68	0	30	0	24	0	30	0	152		338	
	Cost Subtotal:	\$0.00	\$18,360.00	\$0.00	\$5,100.00	\$0.00	\$1,920.00	\$0.00	\$4,800.00	\$0.00		\$30,180.00		\$61,194
4 Implementation and Financing Plan														
4.1	Alternatives Development, Analysis, and Implementation		4	12		20	8				44	\$6,520	168	\$28,658
4.2	Prepare Conceptual Design		6	12		30					48	\$7,770	2	\$924
4.3	Draft Implementation and Financing Plan		8	12	40	20	16				96	\$15,040	30	\$6,207
4.4	Draft Implementation and Financing Plan - Revision 1		4	8	16	4	8				40	\$6,380	10	\$2,468
4.5	Final Implementation and Financing Plan		2	4	8		8				22	\$3,240	6	\$1,696
	Hours Subtotal:	0	24	48	64	74	40	0	0	0	250		216	
	Cost Subtotal:	\$0.00	\$6,480.00	\$8,400.00	\$10,880.00	\$9,990.00	\$3,200.00	\$0.00	\$0.00	\$0.00		\$38,950.00		\$39,953
	Overall Hours Totals:	0	224	92	190	210	76	4	46	0	842		824	
	Loaded, OH Costs Totals:	\$0	\$60,480	\$16,100	\$32,300	\$28,350	\$6,080	\$600	\$7,360	\$0		\$151,270.00		\$163,598

Lead Support

CA PM
 CA PM
 CA PM
 CA PM
 CA PM

Both

Approx 15 intersections analyzed (10 intersection counted)

PM CA
 CA PM
 CA PM
 CA PM
 PM CA

Both

PM CA
 CA PM
 CA PM
 CA PM

Both

PM CA
 CA PM
 CA PM
 CA PM

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$151,270
Optional Services:	\$0
Subconsultants:	\$148,598
Direct Expenses:	\$15,000
Contingency:	\$35,000
Total Estimated Services:	\$349,868

CONTRACT TOTALS			
	Labor Hours	Task Subtotal	Item
Task 1	168	\$38,560	Project Management
Sub Task 1	118	\$26,859	Parametrix
Task 2	272	\$43,580	Information Gathering and Analysis
Sub Task 2	152	\$20,592	Parametrix
Sub Task 2.3		\$15,000	Silver State Traffic - Traffic Counts (10 Int)
Task 3	152	\$30,180	Stakeholder Engagement and Public Involvement
Sub Task 3	338	\$61,194	Parametrix
Task 4	250	\$38,950	Implementation and Financing Plan
Sub Task 4	216	\$39,953	Parametrix
CONTRACT TOTALS		\$314,868	

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon requests. 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 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 RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not

be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.

- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an 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.

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. **NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations.** CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. **Information and Reports.** CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or the information is in the exclusive possession of another

who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the

Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must 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.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. **INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. **NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. **THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. **RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily

excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

SAMPLE

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.8

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Executive Director

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Fernley to fund expansion of the RTC Travel Demand Model to include data and analysis for the Fernley area in a reimbursement amount not-to-exceed \$64,000.

BACKGROUND AND DISCUSSION

This agreement (Attachment A) with the City of Fernley (City) is to fund expansion of the RTC Travel Demand Model to include data and analysis for the Fernley area. The City approached RTC to request the incorporation of their geographic area into the RTC travel demand model with the intent of obtaining local forecast traffic volumes and identifying travel patterns between Washoe County and the City of Fernley, including traffic impacts associated with the Tahoe Reno Industrial (TRI) Center. This model expansion will also benefit future updates with improved accuracy of travel patterns between external zones.

FISCAL IMPACT

The City will reimburse the RTC for an amount not to exceed \$40,000 for model development, and an amount not to exceed \$24,000 within one fiscal year for model maintenance and analysis.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement with the City of Fernley

INTERLOCAL COOPERATIVE AGREEMENT

This agreement (“Agreement”) is made and entered into on June 18, 2021, by and between the City of Fernley (“CITY”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to obtain a service from another public agency; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for development, maintenance, operation, and analysis of the RTC Travel Demand Model (the “MODEL”) as it relates to CITY; and

WHEREAS, the MODEL will be of benefit to the RTC, the CITY, and to the people of the State of Nevada; and

WHEREAS, RTC is providing assistance to CITY to incorporate the City of Fernley Traffic Analysis Zone (TAZ) geography; roadway network; and existing and forecasted land use, employment, traffic and travel characteristic data into the MODEL; and

WHEREAS, the MODEL will be used to identify and evaluate transportation capacity needs for CITY as it relates to the City of Fernley Transportation Master Plan; and

WHEREAS, this Agreement also provides a mechanism for CITY to request additional MODEL maintenance and analysis each fiscal year subsequent to completion of the initial MODEL development; and

WHEREAS, CITY and RTC are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I – RTC AGREES

1.e To develop, operate, maintain, update, and provide necessary staff time for the MODEL as it relates to City of Fernley TAZs. Maintenance and operational standards and practices shall be consistent with applicable state and national standards and guidelines.

2.e To invoice CITY monthly for staff time spent on MODEL development related to City of Fernley TAZs, in an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00). All invoices submitted shall contain documentation that fully describes the nature

of the work performed and the number of hours staff spent executing each task identified in Attachment A.

3.t To invoice CITY monthly for staff time spent on the additional MODEL maintenance and analysis tasks agreed upon by the parties each fiscal year, in an amount not to exceed Twenty Four Thousand and No/100 Dollars (\$24,000.00) each fiscal year (July 1st - June 30th). All invoices submitted shall contain documentation that fully describes the nature of the work performed and the number of hours staff spent executing each task.

ARTICLE II - CITY AGREES

1.t To reimburse RTC for staff time spent on MODEL development related to City of Fernley TAZs, in an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00), for work completed under each task identified in Attachment A.

2.t To reimburse RTC for staff time spent on additional MODEL maintenance and analysis for work completed under each task agreed upon by the parties each fiscal year, in an amount not to exceed Twenty Four Thousand and No/100 Dollars (\$24,000.00) each fiscal year (July 1st - June 30th).

3.t To process each of the RTC's invoices upon validation of costs and within thirty (30) calendar days upon receipt.

ARTICLE III - IT IS MUTUALLY AGREED

1.t On or around May 1 of each year, CITY and RTC staff will meet, confer and agree in writing upon the additional MODEL maintenance and analysis tasks to be completed by RTC in the upcoming fiscal year (July 1st - June 30th), and the estimated staff hours, estimated costs, and the total not-to-exceed cost which may not exceed Twenty Four Thousand and No/100 Dollars (\$24,000.00). The CITY and RTC may amend that agreement in writing during the fiscal year, provided that the total not-to-exceed cost may not exceed Twenty Four Thousand and No/100 Dollars (\$24,000.00). The agreement, and any subsequent amendment(s), must be signed by the CITY's City Manager and RTC's Director of Planning in order to be effective.

2.t The CITY and RTC staff shall utilize a Task Order Authorization (TOA) form, included as Attachment B, to assist in the authorization and tracking of services and associated fees for individual modeling requests, prior to start of work. There is no limit regarding number of TOAs that may be executed during the fiscal year, however, the following conditions shall be satisfied: (1) the description of services reflected per each TOA shall comply with the intent of the annual agreement; and the cumulative total actual expenditures resulting from all TOAs executed during a fiscal year may not exceed Twenty Four Thousand and No/100 Dollars (\$24,000.00). Task Order Authorizations must be signed by the CITY's City Engineer in order to be effective.

3.t The term of this Agreement shall be from the date first written above through and including June 30, 2023. This Agreement shall be automatically renewed for an additional two-

year period on the last day of each term unless a party notifies the other party in writing within thirty (30) calendar days prior to the automatic renewal of this Agreement of its intention that this Agreement expire at the completion of the term then in effect. In the event that the Agreement is not automatically renewed, RTC will submit a final invoice to CITY, along with all deliverables completed under the Agreement through the effective term of the Agreement. The final invoice and all deliverables will be submitted to CITY within (30) calendar days of the term end date.

4.e This Agreement shall not become effective unless and until approved by appropriate official action of the governing body of each party.

5.e This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason funding ability to satisfy this Agreement is withdrawn, limited, or impaired. In the event of termination, RTC will submit a final invoice to CITY, along with all deliverables completed under the Agreement through the effective date of termination. The final invoice and all deliverables will be submitted to CITY within (30) calendar days of the effective date of termination.

6.e All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR RTC: Amy Cummings, AICP, Director of Planning
Attn.: Xuan Wang, PHD, PE, PTP, RSP2, Senior Technical Planner
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 211
Reno, Nevada 89502
Phone: (775) 332-9521
E-mail: xwang@rtcwashoe.com

FOR CITY: Derek Starkey, P.E., City Engineer
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408
Phone: (775) 784-9918
E-mail: dstarkey@cityoffernley.org

7.e Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8.e Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party's reasonable attorney's fees and costs.

9.e The parties do not waive and intend to assert NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget existence at the time of the breach.

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

11.e Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent permitted by law from and against any liability including, but not limited to, property damage, and personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers and employees arising out of the performance of this Agreement.

12.e The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

14.e The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

15.e The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

16.e Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

17.e This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be modified unless in writing and signed by the parties.

18.e Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

19.e Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

20.e The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to perform the services set forth herein.

21.e This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

22.e It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.


23.e In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

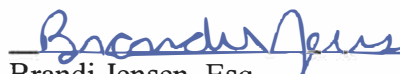
Bill Thomas, AICP
Executive Director

CITY OF FERNLEY



Daphne Hooper, ICMA-CM
City Manager, City of Fernley

APPROVED AS TO LEGALITY
AND FORM:



Brandi Jensen, Esq.
City Attorney, City of Fernley

Attachment A

MODEL Development Tasks and
Annual Maintenance and Analysis Tasks

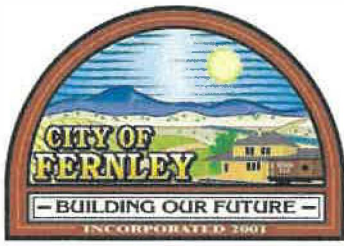
SAMPLE

Attachment A			
Model Development Tasks			
Task	Description	Staff Hours	Cost
A	Input Data		
	Traffic Analysis Zones and Zonal Database Development	150	\$ 15,000
	Highway Network Database	100	\$ 10,000
	Traffic Counts Development	20	\$ 2,000
	Screenline Counts Development	10	\$ 1,000
B	Commercial Vehicles & Externals		
	Commerical Vehicle/Truck Model Data	10	\$ 1,000
	External Model Development	50	\$ 5,000
C	Project Management and Coordination		
	Project Management and Coordination	40	\$ 4,000
	Invoicing/Budgets	20	\$ 2,000
	Total Staff Hours	400	
	Total Not-to-Exceed Cost	\$ 40,000	
Annual Maintenance and Analysis Tasks			
	Maximum Total Staff Hours	240	
	Maximum Not-to-Exceed Cost	\$ 24,000	

Attachment B

Task Order Authorization Form

SAMPLE



TASK ORDER AUTHORIZATION

CITY OF FERNLEY PROJECT/PERMIT NUMBER: XXXX.XXX

Task Name: _____ Date Received: XX/XX/20XX

Consultant Name: _____ Phone: (XXX) XXX-XXXX

Address: _____

Consultant Contact: _____ Due Date: XX/XX/20XX

CONTACT INFORMATION:

City Contact: _____ Phone: (XXX) XXX-XXXX

City Department: ENGR Email: _____

DESCRIPTION OF WORK: (type description here)

TASK No.	DESCRIPTION	BUDGET (\$)

TOTAL ESTIMATED COST: \$XXXX.XX

Consultant will furnish services for the fees indicated above pursuant with the Terms and Conditions of the current Interlocal Cooperative Agreement (ICA). The cost(s) will be billed per the ICA. If this authorization is acceptable, please sign the form below, retain a copy, and return the original form to our office.

ACCEPTED AND AGREED:

Authorized Signature: City of Fernley, City Engineer

Date: XX/XX/XXXX



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.9

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Executive Director

RECOMMENDED ACTION

Approve the Transportation Alternatives Set-Aside Program Guidance and Application.

BACKGROUND AND DISCUSSION

As the Metropolitan Planning Organization (MPO) for the region, the RTC is tasked with administering the federal Transportation Alternatives (TA) Set-Aside program for funding sub-allocated to the Reno-Sparks metropolitan planning area. Local road safety improvements are an eligible use of TA Set-Aside funding. Other eligible uses include improvements to non-motorized mobility, historic preservation related to transportation, scenic accessibility, Safe Routes to School programs, and environmental management related to transportation activities. Requirements for the program are established in federal statute (23 U.S.C 133(h)(4)(B)).

The Board most recently approved the guidelines and application for the program on July 15, 2016. The Board received a presentation about the existing guidance in February 2021 and requested that the application process be updated and streamlined. This item provides an updated application process with evaluation criteria.

The updated process includes the following steps:

- A call for projects is issued when funding becomes available. The call for projects will be open for approximately 12 weeks, based on a request received from local agency staff.
- RTC will review applications for eligibility and completeness. If an application is incomplete, it will be returned to the applicant who will be given a maximum of 15 days to make the required revisions.
- RTC staff will score applications based on the following criteria:
 - Project Benefits/Safety Enhancement (5 points possible)
 - Environmental Justice (2 points possible)
 - Project Readiness for Infrastructure Projects (5 points possible)
 - Project Readiness for Non-Infrastructure Projects (3 points possible)
- Staff will meet with all applicants to review scored projects and discuss funding levels and scalability.
- RTC advisory board recommendations will be presented to the RTC Board for approval .

It is anticipated that future annual funding will be approximately \$390,000 based on previous funding levels. Once the federal fiscal year 2021 and 2022 funding is available, staff will conduct a call for projects.

FISCAL IMPACT

Projects will be funded through the federal TA Set-Aside program with a minimum local match of 5%; there is no fiscal impact to the RTC with this Board action.

PREVIOUS BOARD ACTION

February 19, 2021	Received report on the TA Set-Aside Program and funding for safety projects on local roads
August 16, 2019	Approved applications for unspent federal funding for fiscal year 2019
May 14, 2018	Approved applications for TA Set-Aside federal fiscal years 2019 and 2020
October 27, 2016	Approved applications for federal fiscal years 2016, 2017, and 2018
July 15, 2016	Approved the TA Set-Aside program guidance and an application process for funding that is sub-allocated to the RTC.

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) recommended approval of the TA Set-Aside Guidance and Application at their meetings on June 2 and June 3, 2021, respectively. Members of the TAC recommended increasing the scoring weight for Project Benefits/Safety Enhancement, which was subsequently increased from 4 to 5 points.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.10

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Executive Director

RECOMMENDED ACTION

Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2022:

- Jillian Keller (reappointment)
- Salvador Duarte
- Alexander Drudi
- Ann Silver
- Mark Miranda

Approve the RTC staff recommended appointments for alternate members to the CMAC:

- Alfreda Voorhies
- Marjorie Ball
- Larry Skelton
- Paul Hewen

BACKGROUND AND DISCUSSION

This action will appoint/reappoint five regular members and appoint four alternate members to the CMAC. One member would be reappointed for their second three-year term. The remaining four appointments are for full terms. Appointments will be effective July 2021.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.11

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$100,000.

BACKGROUND AND DISCUSSION

The City of Reno will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse the City of Reno up to \$100,000. The agreement term for this ICA will conclude at the end of FY 2022. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this agreement are included in the FY 2021-2022 Engineering department operating budget.

PREVIOUS BOARD ACTION

December 20, 2019 Approved ICA with City of Reno for Signal Timing 6 – Phase 1.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

**TRAFFIC SIGNAL TIMING 6 – PHASE 2
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into on July 1st, 2021, by and between the City of Reno (hereinafter “Reno”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Reno jurisdictional Boundaries; and

WHEREAS, Reno owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Reno staff working directly on the Project; and,

WHEREAS, Reno supports utilization of its staff on a reimbursable basis for work associated with Project; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Reno representatives to: oversee the selection of up to one-third of all traffic signals located within the Reno boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Reno in the amount, not to exceed, \$100,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2021).
3. Reimburse Reno quarterly for eligible invoiced Project costs within 30 days of receiving invoices from Reno.

4. RTC shall direct RTC staff to complete the work on the Project by June 30, 2022 to the satisfaction of Reno staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices.
5. RTC will submit proposed signal timing to Reno for review and approval.

B. Reno agrees to:

1. Assign a designee to represent Reno on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Reno shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2021).
3. Invoice the RTC no later than June 30, 2022, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Reno shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1st, 2021 to June 30, 2022. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Reno: John Flansberg, P.E., Director of Public Works
c/o Kurt Dietrich, P.E, PTOE, Traffic Engineer
City of Reno
P.O. Box 1900
Reno, NV 89505

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, RSP₁ Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF RENO

By _____
Bill Thomas, AICP, Executive Director

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO FORM:

Deputy City Attorney

ATTEST:

Ashley D. Turney, City Clerk

SAMPLE

ATTACHMENT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Traffic Engineer.....	\$98.63
Associate Civil Engineer.....	\$77.68
Traffic Signal Technician.....	\$64.88

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.12

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$25,000.

BACKGROUND AND DISCUSSION

The City of Sparks will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse the City of Sparks up to \$25,000. The agreement term for this ICA will conclude at the end of FY 2022. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this Agreement are included in the FY 2021-2022 Engineering department operating budget.

PREVIOUS BOARD ACTION

December 20, 2019 Approved ICA with City of Sparks for Signal Timing 6 – Phase 1.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

TRAFFIC SIGNAL TIMING 6 – PHASE 2
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on July 1st, 2021, by and between the City of Sparks (hereinafter “Sparks”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Sparks jurisdictional Boundaries; and

WHEREAS, Sparks owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Sparks staff working directly on the Project; and

WHEREAS, Sparks supports utilization of its staff on a reimbursable basis for work associated with Project; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Sparks representatives to: oversee the selection of up to one-third of all traffic signals located within the Sparks boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Sparks in the amount, not to exceed, \$25,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2021).
3. Reimburse Sparks quarterly for eligible invoiced Project costs within 30 days of receiving invoices from Sparks.
4. RTC shall direct RTC staff to complete the work on the Project by June 30th, 2022 to the satisfaction of Sparks staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices or as directed by Sparks Transportation Manager.

5. RTC will submit proposed signal timing to Sparks for review and approval.

B. Sparks agrees to:

1. Assign a designee to represent Sparks on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Sparks shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2021).
3. Invoice the RTC no later than June 30, 2022, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Sparks shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1st, 2021 to June 30, 2022. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Sparks: Neil C. Krutz, City Manager
 c/o Jon Ericson, City Engineer
 City of Sparks
 P.O. Box 857
 Sparks, NV 89432

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, RSP₁, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF SPARKS

By _____
Bill Thomas, AICP, Executive Director

By _____
Ed Lawson, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

Lisa Hunderman, City Clerk

SAMPLE

ATTACHMENT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Transportation Manager.....	\$93.72
Transportation Services Coordinator.....	\$79.14
Crew Supervisor.....	\$62.26
Signal Technician.....	\$56.63

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.13

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$250,000.

BACKGROUND AND DISCUSSION

UNR will provide consulting services to assist RTC in observing, developing and implementing new signal timing at selected corridors in the Reno/Sparks area. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse UNR up to \$250,000. The agreement term for this ICA will conclude at the end of FY 2022. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this Agreement are included in the FY 2021-2022 Engineering department operating budget.

PREVIOUS BOARD ACTION

December 20, 2019 Approved ICA with University of Nevada for Signal Timing 6 – Phase 1.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

**TRAFFIC SIGNAL TIMING 6 – PHASE 2
INTERLOCAL COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is made and entered into on July 1st, 2021, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is to promote increased efficiency in the design, construction and operation of streets and highways in Washoe County, Nevada; and

WHEREAS, the services to be provided by the UNIVERSITY will be of benefit to the RTC and to the people of the Washoe County, Nevada; and

WHEREAS, the UNIVERSITY, through its Civil Engineering Department, is willing and able to perform the technical services needed to supplement those of the RTC for the purpose of traffic engineering related studies;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

A. RTC agrees to:

1. To reimburse UNIVERSITY, upon the receipt of valid quarterly invoices, for costs of work requested by RTC in an amount not-to-exceed \$62,500.00 quarterly, and \$250,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to insure adherence to project standards, specifications, and criteria.

4. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services identified in Exhibit B.
2. To invoice the RTC quarterly for reimbursement of costs in an amount not-to-exceed \$62,500.00 quarterly, and \$250,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
2. The performance period of this Agreement is July 1st, 2021 to June 30, 2022. No payment shall be made for work accomplished outside the performance period.
3. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

Dr. Zong Tian, Ph.D, P.E.
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-1232
Fax: (775) 784-1390
E-mail: zongt@unr.edu

CONTRACTUAL MATTERS: Office of Sponsored Projects/325
c/o Director
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4040
Fax: (775) 784-6680
E-mail: ospadmin@unr.edu

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, RSP1, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
Fax: (775) 348-0170
E-mail: ajayankura@rtcwashoe.com

5. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
6. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.
8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have

been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
10. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
22. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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IN WITNESS WHEREOF, the parties have to have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER
EDUCATION, on behalf of the University of
Nevada, Reno

By _____
Bill Thomas, AICP, Executive Director

By Charlene Hart
Charlene Hart
Associate VP for Research Administration

SAMPLE

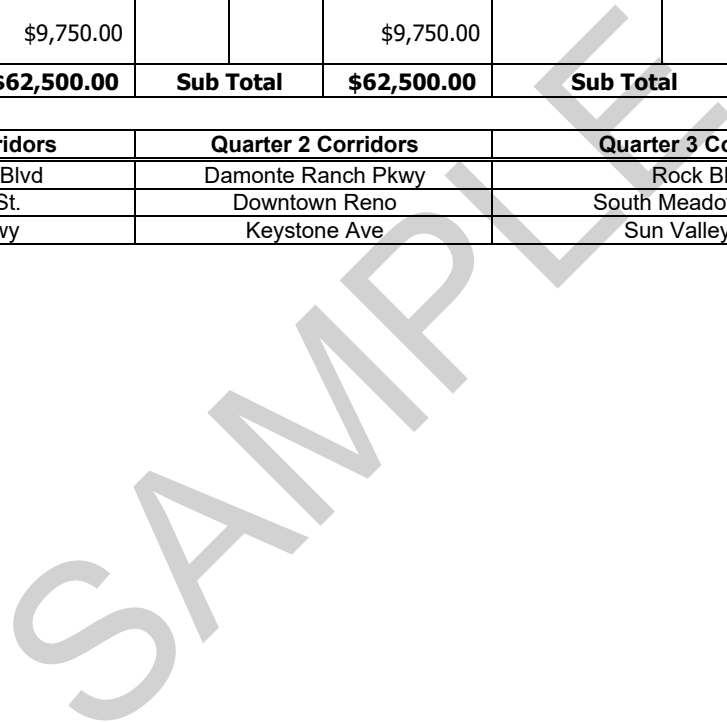
EXHIBIT A

Project: RTC Traffic Signal Timing 6 - Phase 2 - Cost Breakdown for FY 2022

Associate	Quarter 1 (Jul. - Sept. 2021)			Quarter 2 (Oct. - Dec. 2021)			Quarter 3 (Jan. - Mar. 2022)			Quarter 4 (Apr. - Jun. 2022)		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Faculty and Staff	80	100	\$8,000.00	80	100	\$8,000.00	80	100	\$8,000.00	80	100	\$8,000.00
Graduate Students	650	55	\$35,750.00	650	55	\$35,750.00	650	55	\$35,750.00	650	55	\$35,750.00
Undergraduate Students	300	30	\$9,000.00	300	30	\$9,000.00	300	30	\$9,000.00	300	30	\$9,000.00
Data Collection, Materials, and Program Development			\$9,750.00			\$9,750.00			\$9,750.00			\$9,750.00
	Sub Total		\$62,500.00	Sub Total		\$62,500.00	Sub Total		\$62,500.00	Sub Total		\$62,500.00

Quarter 1 Corridors	Quarter 2 Corridors	Quarter 3 Corridors	Quarter 4 Corridors
W. McCarran Blvd	Damonte Ranch Pkwy	Rock Blvd	S. Virginia St.
N. Virginia St.	Downtown Reno	South Meadows Pkwy	Incline Village
Pyramid Hwy	Keystone Ave	Sun Valley Blvd	Sutro/Kirman

\$250,000.00 Total



RTC REGIONAL SIGNAL TIMING 6 – PHASE 2

Submitted by

Principal Investigator

Zong Z. Tian, Ph.D., P.E.

Center for Advanced Transportation Education and Research (CATER)

Department of Civil & Environmental Engineering

University of Nevada, Reno

Reno, NV 89557

Email: zongt@unr.edu

Tel: (775)784-1232

May 6th, 2021

RTC REGIONAL SIGNAL TIMING 6 – PHASE 2

The regional signal re-timing project for the Reno-Sparks metropolitan area and the Washoe County is an ongoing collaborative effort among the local agencies: RTC, City of Reno, City of Sparks, Washoe County, and UNR. Each year, approximately 300 signalized intersections need to be re-timed to keep the signal timing plans up to date to best serve the ever-changing traffic flow conditions. Signal re-timing is considered one of the most effective management and operational strategies with typical benefit-cost ratios ranging between 15:1 and 300:1.

The scope of work of Phase 2 of this project includes the following major tasks.

Task 1: Data Collection

The UNR team will collect necessary traffic/pedestrian volumes, geometry, travel time, and speed data for signal timing design and evaluation. The UNR team will also provide other necessary technical assistance to RTC and other local agencies such as updating basic signal timing parameters (pedestrian WALK, FDW, yellow, and red clearance intervals), and signal warrant analyses.

Task 2: Timing Development and Field Implementation

The UNR team will work closely with RTC project manager and city staff on developing and implementing signal timing plans in the region. The following corridors are expected to be re-timed during this phase of the project: W. McCarran Blvd, Pyramid Way, N. Virginia St., Damonte Ranch Pkwy, Downtown Reno, Keystone Ave., Rock Blvd, South Meadows Pkwy, Sun Valley Blvd, S. Virginia St., Sutro/Kirman, and Incline Village. Additional corridors may be re-timed based on priorities or citizen complaints.

Task 3: Attend Local Meetings

The UNR team will attend necessary project meetings to discuss new tasks and issues. At least one project meeting will be held each month to ensure project be on schedule.

Task 4: Project Report

Results from the project will be documented in technical reports. The report will include detailed before-after travel run results as well as issues identified and recommendations for improvements.

Proposed Budget

The project period is from July 1, 2021 to June 30, 2022 for a total of 12 months. The total estimated budget is \$250,000, and the detailed breakdown of the cost items is included in the spreadsheet.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.14

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

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., to provide design services and optional engineering during construction for the TE Spot 11 – Package 3 project in an amount not-to-exceed \$1,119,290.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group Inc., is for professional design services for the TE Spot 11 – Package 3 project and optional engineering during construction services (EDC) in the amount of \$1,119,290. The project includes the widening of the Veterans Parkway/Steamboat Parkway intersection, lane modifications at the intersection of Damonte Ranch Parkway/Steamboat Parkway, and the widening of Steamboat Parkway from a 4-lane to a 6-lane facility between Marketplace Drive and Veterans Parkway.

CA Group, Inc., was selected from the Traffic Engineering Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of CA Group Inc.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

The TE Spot 11 – Package 3 Project appropriations are included in the approved Program of Projects.

PREVIOUS BOARD ACTION

April 19, 2019 Approved the Qualified List of Consultants for Traffic Engineering Program

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of June 21, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CA Group, Inc. from the Traffic Engineering shortlist to perform Design and Optional Engineering During Construction Services in connection with TE Spot 11 – Package 3.

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 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.C, 2.1.D1, 2.1.F1)	\$441,935
Optional Services (Tasks 2.1.D2, 2.1.F2, 2.1.G to 2.1.K)	\$607,355
<u>Contingency</u>	<u>\$70,000</u>
Total Not-to-Exceed Amount	\$1,119,290

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 Andrew V. Jayankura 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 Dean Mottram or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Andrew V. Jayankura, P.E., PTOE, RSP₁
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332 -2139

CONSULTANT: Chad Anson
Vice President
CA Group, Inc.
1135 Terminal Way, Suite 106
Reno, Nevada 89502
(775) 393-2040

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, Vice President

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

FOR THE

TE SPOT 11 – PACKAGE 3 - STEAMBOAT PARKWAY AND VETERAN’S PARKWAY WIDENING/IMPROVEMENT PROJECT

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. PROJECT MANAGEMENT

1. Invoicing - The Service Provider will prepare and submit monthly invoices. The monthly invoices will be delivered to RTC Accounts Payable at AccountsPayable@rtcwashoe.com and the progress reports will be delivered to the RTC Project Manager.
2. Project Coordination - The Service Provider will be responsible for coordination with the RTC Project Manager and other project stakeholders and attend review meetings and conference calls as necessary. Project coordination will include the composition of materials such as meeting agendas, and meeting notes; documentation of design decisions, correspondence, and supporting information for design decisions, and quantity derivations. This information will be made available to RTC upon request.

2.1.B. INVESTIGATION OF EXISTING CONDITIONS

1. Falling Weight Deflectometer (FWD) Testing. (NOT APPLICABLE)
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.
3. Traffic Data.
 - a. The CONSULTANT will help review SYNCHRO models provided by the RTC and UNR to analyze and evaluate the proposed

improvements at the Steamboat Parkway/Veteran's Parkway intersection to ensure an optimized design for the 2050 horizon year.

- b. The CONSULTANT will review crash data for possible safety problems within the Steamboat Parkway Project area including the intersection with Veteran's Parkway intersection and provide recommendations.

4. Right-of-Way Mapping and Engineering Services

- a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right of way boundary will be surveyed, and right-of way will be tied to the roadway centerline and existing monuments. 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.
- b. It is estimated approximately twelve (12) 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 12 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.

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

5. 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. Anticipated core locations required are listed in Section 2.1.A.6. The primary objective of the coring/test pit program will be to establish pavement, base and subgrade layer thicknesses and material type.
6. Geotechnical Investigation. CONSULTANT will bore several locations for the purpose of determining the section for the widening of Steamboat Parkway and the bearing pressure of the soils for potential retaining wall on the east side of the Veteran's Parkway intersection. Five (5) borings will be taken outside the sidewalk of the Steamboat Parkway. 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 technical memorandum. Consultant to include bus loading and frequency sensitivity analysis.

7. Backcalculation Analysis. (NOT APPLICABLE)
8. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of a cost analysis, existing subgrade soils, CONSULTANT will identify feasible pavement sections for the widening of Steamboat Parkway. The existing pavement will be limited to a rehabilitation strategy of 2-inch coldmilling and a 2-inch overlay for rehabilitation, to ensure section continuity and pavement striping visibility.

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible section 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.

9. Conduct Life-Cycle Cost Analysis. (NOT APPLICABLE)
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended construction 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.
11. 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 no conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall pothole a sufficient number of locations to make such a determination. These services are optional and will be compensated through Section 2.1.D.4 by written approval from the RTC Project Manager. It is anticipated 10 potholes will be required.
12. 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 Technical Memorandum 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.

On Steamboat Parkway, from Veteran's Parkway to Damonte Ranch Parkway, the existing curb and gutter will be removed, and new curb, gutter and sidewalk will be constructed on both the north and south sides. On Veteran's Parkway, the existing curb and gutter will be removed, and new curb, gutter and sidewalk will be constructed on both the east and west sides. Offsite flows contributing to this area will be estimated using the rational method. If needed, 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.

An onsite drainage system will be designed to meet City of Reno criteria limiting onsite drainage flows to ½ 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 Steamboat Pkwy will be estimated using normal depth equations for the 5 and 100-Year events.

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 Damone Ranch Parkway and Eastern terminus of the project along Steamboat Parkway.
 - b. Evaluate onsite drainage basins.
2. Hydraulics
- a. Onsite system
 - i. Drop inlets
 - ii. Storm drain
3. Report
- a. Draft Report (submitted with preliminary design)
 - b. Final Report (submitted with final design)

2.1.C. PRELIMINARY DESIGN (50% Design)

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Provide field topo survey 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. To provide clarity, topography at 1-foot contour intervals may be added. Locations will include Steamboat Parkway including the intersection of Damonte Ranch Parkway to 500-feet east of the intersection with Veteran's Parkway. Damonte Ranch Parkway from 300-feet south of the intersection with Steamboat Parkway to 500-feet north. Veteran's Parkway from 500-feet south of Steamboat Parkway to 500-feet north of Steamboat Parkway.
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. Two public information meeting presentations 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 also assumed three (3) one-on-one meetings with local businesses will be required.
6. Traffic Signal Modification Design for the following:

- a. Steamboat Pkwy/Veterans Pkwy intersection, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the entire traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - ADA accessible design for pedestrian buttons and feasibility of upgrading to audible signals
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors
- b. Steamboat Pkwy/Damonte Ranch Pkwy, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors
- c. Steamboat Pkwy/Marketplace Dr, CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system. Work will include:
- Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors

Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.

7. Drainage Design for Steamboat Parkway and Veteran’s Parkway roadway reconfiguration from Damonte Ranch Parkway to the eastern terminus.
8. Landscape and Aesthetics Design for Steamboat Parkway and Veteran’s Parkway intersection reconfiguration for 4 quadrants to depict the new improvements and to maintain the preconstruction aesthetics and irrigation functionality.
9. Preliminary Engineer’s Opinion of Probable Construction Costs. Provide a preliminary Engineer’s opinion of probable construction costs for the project based on the preliminary design and any alternatives or options. The cost opinion will be in the same format as the anticipated bid proposal.

2.1.D. FINAL DESIGN – After 50% design, the project shall be separated into two phases for final design. Phase 1 is reconstruction and signalization of the Steamboat Parkway/Veteran’s Parkway intersection including all four legs approximately 500-feet in each direction. Phase 2 is widening of Steamboat Parkway to the intersection with Marketplace Dr., and the restriping of the north leg of Steamboat Pkwy/Damonte Ranch intersection. For the purposes of Final Design both phases will be separate on the fee schedule and all portions of 2.1.D Final Design will apply to both phases. PHASE 2 WILL BE CONSIDERED OPTIONAL.

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.

CONSULTANT will assist the RTC in conducting stakeholder outreach with the Homeowner’s Associations on the east side of the Veteran’s Parkway intersection, the business owner in the malls on the north side of Steamboat Parkway and the developers and Reno Fire Department on the south side of Steamboat Parkway to discuss potential impacts.

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:

- Title Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Drainage Sheets (at 1"=20' scale)
- Intersection Details (at 1" = 10' scale)
- Grading and Pedestrian Ramp Details (at 1" = 10' scale)
- Traffic Signal Modification Sheets (at 1"=10' scale)
- Signage and Striping Plan Sheets (at 1"=20')
- Utility Sheets (at 1"=20' scale)
- 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, NDOT, 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, Local Entity, and utility agencies.
 - 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. Provide RTC a list of utility agencies sent design review submittals and Utility Agency review comments.

- d. CONSULTANT will submit to the U.S. Army Corps of Engineers for proposed work on the structure over the Steamboat Ditch, and coordinate any approvals needed for work near the ditch.
 - e. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend and a field review of roadway segments is anticipated. Discussion topics include review of design in the field, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.
3. 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.E. DESIGN CONTINGENCY - For the purposes of Design Contingency both phases will be separate on the fee schedule. PHASE 2 WILL BE CONSIDERED OPTIONAL. 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. BIDDING SERVICES - For the purposes of Bidding Services both phases will be separate on the fee schedule and all portions of 2.1.F will apply to the fees of each phase. PHASE 2 WILL BE CONSIDERED OPTIONAL.
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.G - L 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. For the purposes of Construction Services each phase (both Phase 1 and Phase 2) will be scoped separately and shown accordingly on the fee schedule and all portions of sections 2.1.F through 2.1.K will apply to the fees.

2.1.G. CONTRACT ADMINISTRATION (OPTIONAL)

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC, Local Agency and Contractor with a conformed set of final plans and specifications, including addenda, as a paper copy and in Portable Document Format (PDF).
2. 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.H. 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.I. INSPECTION (OPTIONAL)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 100 working day contract period for each Phase is 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. 40 hours (for each Phase) of field inspection and sampling and 24 hours (for each Phase) of Nuclear Gauge time are anticipated.

2.1.J. 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. 16 hours (for each Phase) 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 PCC testing & sampling. 40 hours (for each Phase) 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.K. 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 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.

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.

2.1.L. CONSTRUCTION CONTINGENCY (OPTIONAL)

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.

SAMPLE

Exhibit B - Schedule for TE Spot 11 - Package 3

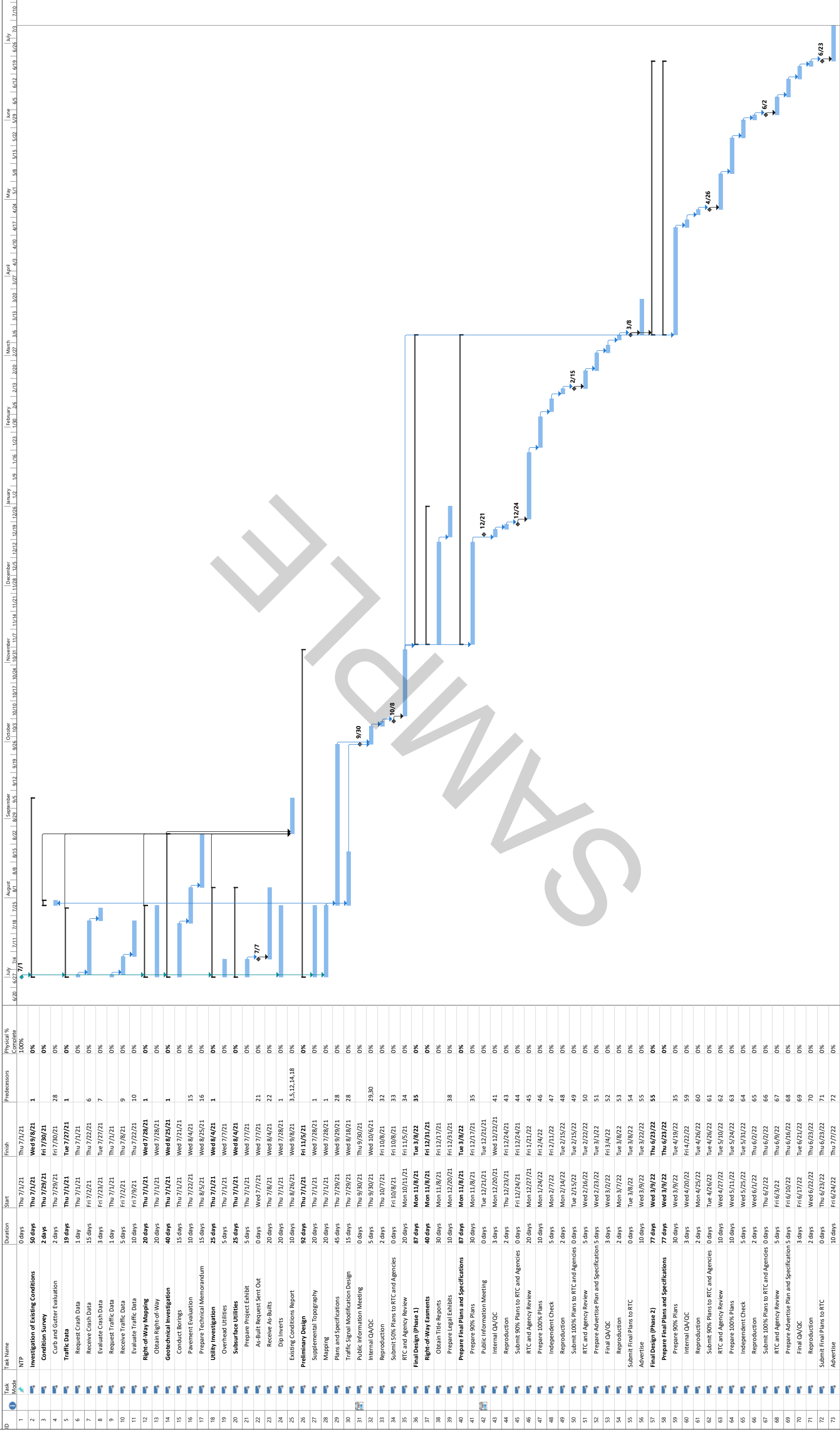


EXHIBIT B - COMPENSATION

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Javankura

Tasks		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Name		Human Resources (Hours)												
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
2.1.A	Project Management													
	Invoicing	8	24							12	44	\$7,880		
	Project Coordination	40	108							48	196	\$35,980		
											0	\$0		
											0	\$0		
	Hours Subtotal:	48	132	0	0	0	0	0	60	0	240		\$0.00	
	Cost Subtotal:	\$12,000.00	\$27,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,800.00	\$0.00		\$43,860.00		\$0
2.1.B	Investigation of Existing Conditions													
	1) FWD (Not Applicable)										0	\$0		
	2) Condition Survey										0	\$0		\$2,000
	3) Traffic Data	2	4	6	8	4					24	\$3,660		
	4) RoW Mapping and Eng. Services	4	24								28	\$5,920		\$36,000
	5 - 12) Geotech Investigation	2	8								10	\$2,140		\$12,000
	13) Utility Investigation	2	8		24						34	\$5,020		\$20,000
	14) Drainage Memo	2	68	40	40	40			12		202	\$30,800		
											0	\$0		
	Hours Subtotal:	12	112	46	72	44	0	0	12	0	298		\$0.00	
	Cost Subtotal:	\$3,000.00	\$22,960.00	\$7,360.00	\$8,640.00	\$4,620.00	\$0.00	\$0.00	\$960.00	\$0.00		\$47,540.00		\$70,000
2.1.C	Preliminary Design													
	1) Supplemental Topography - Part of Topographic and ROW		4		16	16					36	\$4,420		
	2) Topographic and ROW Mapping		4		16	24					44	\$5,260		\$32,300
	3) Project Coordination - Part of Project Management										0	\$0		
	4) Plans and Specifications	23	67	0	169	337	237	21	0	0	854	\$118,275		
	5) Public Information Meeting	8	8		20	32	2		10		80	\$10,540		
	6) Traffic Signal Mod Design - Part of Plan Preparation										0	\$0		
	7) Drainage Design - Part of Plan Preparation										0	\$0		
	8) L&A Design		4	4				2			10	\$1,800		\$16,500
	9) Preliminary Const. Cost	2	4	8	16	20	2				52	\$6,960		
	Hours Subtotal:	33	91	12	237	429	243	21	10	0	1076		\$0.00	
	Cost Subtotal:	\$8,250.00	\$18,655.00	\$1,920.00	\$28,440.00	\$45,045.00	\$41,310.00	\$2,835.00	\$800.00	\$0.00		\$147,255.00		\$48,800
2.1.D1	Phase 1 Final Design													
	1) Prepare Final Plans and Specifications	13	36	0	93	159	122	13	0	0	436	\$60,980		\$14,500
	2) Opinion of Probable Cost and Time	2	4	4	8	16	2				36	\$4,940		
											0	\$0		
											0	\$0		
	Hours Subtotal:	15	40	4	101	175	124	13	0	0	472		\$0.00	
	Cost Subtotal:	\$3,750.00	\$8,200.00	\$640.00	\$12,120.00	\$18,375.00	\$21,080.00	\$1,755.00	\$0.00	\$0.00		\$65,920.00		\$14,500
2.1.D2	Phase 2 Final Design (OPTIONAL)													
	1) Prepare Final Plans and Specifications	15	41	0	95	175	160	14	0	0	500	\$71,020		
	2) Opinion of Probable Cost and Time	2	4	4	8	16	2				36	\$4,940		
											0	\$0		
											0	\$0		
	Hours Subtotal:	17	45	4	103	191	162	14	0	0	536		\$0.00	
	Cost Subtotal:	\$4,250.00	\$9,225.00	\$640.00	\$12,360.00	\$20,055.00	\$27,540.00	\$1,890.00	\$0.00	\$0.00		\$75,960.00		\$0
2.1.E1	Phase 1 Design Contingency (OPTIONAL)										10000		\$10,000	
													\$0	
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	10000		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00		\$10,000.00		\$0
2.1.E2	Phase 2 Design Contingency (OPTIONAL)										10000		\$10,000	
													\$0	
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	10000		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00		\$10,000.00		\$0

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Javankura

		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Tasks		Human Resources (Hours)												
Name														
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
2.1.F1	Phase 1 Bidding Services													
	1) Plan Set and Specification Distribution		2		4						6	\$890	\$500.00	
	2) Pre-bid Meeting		2		8						10	\$1,370		
	3) Bid Opening		4		4						8	\$1,300		
											0	\$0		
	Hours Subtotal:	0	8	0	16	0	0	0	0	0	24		\$500.00	
	Cost Subtotal:	\$0.00	\$1,640.00	\$0.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,560.00		\$0
2.1.F2	Phase 2 Bidding Services (OPTIONAL)													
	1) Plan Set and Specification Distribution		2		4						6	\$890	\$500.00	
	2) Pre-bid Meeting		2		8						10	\$1,370		
	3) Bid Opening		4		4						8	\$1,300		
											0	\$0		
	Hours Subtotal:	0	8	0	16	0	0	0	0	0	24		\$500.00	
	Cost Subtotal:	\$0.00	\$1,640.00	\$0.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,560.00		\$0
2.1.G1	Phase 1 Construction Support Services (OPTIONAL)													
	1) Plan Set and Specification Distribution		8		8	8					24	\$3,440	\$500.00	
	2) Contract Administration		272						40		312	\$58,960		\$4,500
											0	\$0		
	Hours Subtotal:	0	280	0	8	8	0	0	40	0	336		\$500.00	
	Cost Subtotal:	\$0.00	\$57,400.00	\$0.00	\$960.00	\$840.00	\$0.00	\$0.00	\$3,200.00	\$0.00		\$62,400.00		\$4,500
2.1.G2	Phase 2 Construction Support Services (OPTIONAL)													
	1) Plan Set and Specification Distribution		8		8	8					24	\$3,440	\$500.00	
	2) Contract Administration		272						40		312	\$58,960		
											0	\$0		
	Hours Subtotal:	0	280	0	8	8	0	0	40	0	336		\$500.00	
	Cost Subtotal:	\$0.00	\$57,400.00	\$0.00	\$960.00	\$840.00	\$0.00	\$0.00	\$3,200.00	\$0.00		\$62,400.00		\$0
2.1.H1	Phase 1 Construction Surveying (OPTIONAL)													
	1) Construction Staking										0	\$0		\$35,000
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$35,000
2.1.H2	Phase 2 Construction Surveying (OPTIONAL)													
	1) Construction Staking										0	\$0		\$35,000
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$35,000
2.1.I1	Phase 1 Inspecdtion (OPTIONAL)													
	1) Provide Inspector							1000			1000	\$135,000		
	2) Provide Additional Paving Inspector										0	\$0		\$7,940
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	1000	0	0	1000		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$0.00		\$135,000.00		\$7,940
2.1.I2	Phase 2 Inspecdtion (OPTIONAL)													
	1) Provide Inspector							1000			1000	\$135,000		
	2) Provide Additional Paving Inspector										0	\$0		\$7,940
											0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	1000	0	0	1000		\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135,000.00	\$0.00	\$0.00		\$135,000.00		\$7,940

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Javankura

Tasks		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
		Human Resources (Hours)												
Name		Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
Task No.	Description													
2.1.J1 Phase 1 Materials Testing (OPTIONAL)														
	1) Provide Material Testing										0	\$0		\$16,185
	2) Provide AC Plant Inspection and Testing										0	\$0		
	3) Provide Asphalt Cement Testing										0	\$0		
	4) Provide Agg Base Testing and Sampling										0	\$0		
	5) Plantmix Pavement Testing										0	\$0		
	6) Plantmix Pavement Coring										0	\$0		
	7) Top Lift Joint Testing and Coring										0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$16,185
2.1.J2 Phase 2 Materials Testing (OPTIONAL)														
	1) Provide Material Testing										0	\$0		\$14,790
	2) Provide AC Plant Inspection and Testing										0	\$0		
	3) Provide Asphalt Cement Testing										0	\$0		
	4) Provide Agg Base Testing and Sampling										0	\$0		
	5) Plantmix Pavement Testing										0	\$0		
	6) Plantmix Pavement Coring										0	\$0		
	7) Top Lift Joint Testing and Coring										0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$14,790
2.1.K1 Phase 1 As-Built Information (OPTIONAL)														
	1) Record Drawings	1	4		8	24		4			41	\$5,090		
	Hours Subtotal:	1	4	0	8	24	0	4	0	0	41	\$0	\$0.00	
	Cost Subtotal:	\$250.00	\$820.00	\$0.00	\$960.00	\$2,520.00	\$0.00	\$540.00	\$0.00	\$0.00		\$5,090.00		\$0
2.1.K2 Phase 2 As-Built Information (OPTIONAL)														
	1) Record Drawings	1	4		8	24		4			41	\$5,090		
	Hours Subtotal:	1	4	0	8	24	0	4	0	0	41	\$0	\$0.00	
	Cost Subtotal:	\$250.00	\$820.00	\$0.00	\$960.00	\$2,520.00	\$0.00	\$540.00	\$0.00	\$0.00		\$5,090.00		\$0
2.1.L1 Phase 1 Construction Contingency (OPTIONAL)														
											25000	\$25,000		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	25000	\$0	\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00		\$25,000.00		\$0
2.1.L2 Phase 2 Construction Contingency (OPTIONAL)														
											25000	\$25,000		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	25000	\$0	\$0.00	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00		\$25,000.00		\$0

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: TE Spot 11 - Steamboat/Veteran's Intersection and Steamboat Parkway Widening Project
 Consultant Information: CA Group
 Project Manager: Andrew Javankura

		Billable Rate	\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$170.00	\$135.00	\$80.00	\$1.00			
Tasks		Human Resources (Hours)												
Name														
Task No.	Description	Project Principal	Project Manager	Engineer	Engineer Intern	CADD Technician	Independent QA/QC	Inspector	Clerical	Lump Sum	Total Labor Hours	Loaded Labor Costs	Direct Expenses	Subconsultant Costs
Overall Hours Totals:		98	556	16	364	628	405	1035	110	25000	3548		\$2,000.00	
Loaded, OH Costs Totals:		\$24,500	\$113,980	\$2,560	\$43,680	\$65,940	\$68,850	\$4,725	\$8,800	\$25,000		\$862,635.00		\$254,655.00

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$862,635
Subconsultants:	\$254,655
Direct Expenses:	\$2,000
Total Estimated Services:	\$1,119,290

CONTRACT TOTALS			
	Labor Hours	Task Subtotal	Item
2.1.A	240	\$43,860	Project Management
2.1.B	298	\$47,540	Investigation of Existing Conditions
Sub 2.1.B		\$70,000	Lumos, GES and Optional Potholing
2.1.C	1,076	\$147,255	Preliminary Design
Sub 2.1.C		\$48,800	See Lumos Proposal
2.1.D1	472	\$65,920	Phase 1 Final Design
Sub 2.1.D		\$14,500	See Lumos Proposal
2.1.D2	536	\$75,960	Phase 2 Final Design (OPTIONAL)
2.1.E1	0	\$10,000	Phase 1 Design Contingency (OPTIONAL)
2.1.E2	0	\$10,000	Phase 2 Design Contingency (OPTIONAL)
2.1.F1	24	\$3,560	Phase 1 Bidding Services
Direct 2.1.F1		\$500	Printing
2.1.F2	24	\$3,560	Phase 2 Bidding Services (OPTIONAL)
Direct 2.1.F2		\$500	Printing
Design Subtotal		\$541,955	
2.1.G1	336	\$62,400	Phase 1 Construction Support Services (OPTIONAL)
Direct 2.1.G1		\$500	Printing
2.1.G2	336	\$62,400	Phase 2 Construction Support Services (OPTIONAL)
Direct 2.1.G2		\$500	Printing
Sub 2.1.G1		\$4,500	See Lumos Proposal
2.1.H1	0	\$0	Phase 1 Construction Surveying (OPTIONAL)
Sub 2.1.H1		\$35,000	See Lumos Proposal
2.1.H2	0	\$0	Phase 2 Construction Surveying (OPTIONAL)
Sub 2.1.H2		\$35,000	See Lumos Proposal
2.1.I1	1,000	\$135,000	Phase 1 Inspection (OPTIONAL)
Sub 2.1.I1		\$7,940	See GES Proposal
2.1.I2	1,000	\$135,000	Phase 2 Inspection (OPTIONAL)
Sub 2.1.I2		\$7,940	See GES Proposal
2.1.J1	0	\$0	Phase 1 Materials Testing (OPTIONAL)
Sub 2.1.J1		\$16,185	See GES Proposal
2.1.J2	0	\$0	Phase 2 Materials Testing (OPTIONAL)
Sub 2.1.J2		\$14,790	See GES Proposal
2.1.K1	41	\$5,090	Phase 1 As-Built Information (OPTIONAL)
2.1.K2	41	\$5,090	Phase 2 As-Built Information (OPTIONAL)
2.1.L1	0	\$25,000	Phase 1 Construction Contingency (OPTIONAL)
2.1.L2	0	\$25,000	Phase 2 Construction Contingency (OPTIONAL)
Construction Subtotal		\$577,335	

SAMPLE

TE Spot 11 – Package 3

CA Group Personnel Classification and Rate Schedule

Principal..... \$250.00
Chad Anson

Project Manager..... \$205.00
Dean Mottram
Peter Booth (Constructability)

Independent Checker..... \$170.00
James Mischler

Engineer.....\$160.00
Jim Ceragioli
Scott Carrol
Steve Bird
Bao Tran
Helena Murvosh
Valerie Flock

Engineering Intern..... \$120.00
Trevor Howard
Ben Rawlins

CADD Technician..... \$105.00
Alyssa Young
Elisa Chaney
Thomas Kelleher

Clerical.....\$80.00
Lori Decker
Tammy Michels

Inspector.....\$135.00
George Nicely
Mike Bratzler



Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

May 25, 2021

LA21.433, rev. 1

Dean J. Mottram, P.E.
CA Group, Inc.
1135 Terminal Way, Suite 106
Reno, NV 89502

**Subject: Steamboat Pkwy Widening and Veteran's Pkwy Intersection Project
Regional Transportation Commission (RTC) Projects**

Dear Dean,

Lumos & Associates, Inc. (Lumos), appreciates the opportunity to submit this proposal to provide professional Survey and Landscape Design services for RTC's Steamboat Parkway and Veteran's Intersection Widening project. This proposal includes preparing the Survey and Landscape items as outlined in the request for proposal.

Lumos was founded in 1978, since then we have been providing engineering and support services including Survey and Landscape Architecture to municipalities throughout northern Nevada and California. Our team has extensive RTC experience, and often serve as an extension of their team. In this proposal we have provided our understanding of the project, approach, tasks, and estimated cost for both survey and landscape architecture services for the Steamboat Parkway and Veteran's Intersection Widening.

Task 100 - Professional Surveying Services

Task 101 - Topographic Survey

A project base map will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval consistent with National Map Accuracy Standards. Field shots using conventional surveying methods will be obtained at critical locations such as concrete curb, handicap ramps, utilities, overhead power lines and storm drain features to be combined with the aerial digital terrain model to supplement the base-map. Utility invert and pipe information will also be included in this task. Underground utilities will be shown from the best available surface evidence at the time of field survey, sub-consulting an independent utility locator is not anticipated in this scope. The mapping limits will include the length of Steamboat Parkway from the intersection of Damonte Ranch Parkway to 500' east of Veterans Parkway. The mapping limits will also include 300' south and 500 north of Damonte Parkway and 500 feet north and south on Veterans Parkway. The width of the limits of each area will include 20' beyond the curb. A digital terrain model, topographic base-map, and color ortho-photo will be generated using the combination of ground and aerial collected data and provided to the client.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base-map. The vertical datum for the project will be reference NAVD88 using to the City of Reno benchmark network.

Task 101A – Supplemental Topo, Design Support Survey

After delivery of the topographic and right of way survey it is anticipated that the design team will need periodic additional survey as the project evolves. We have budgeted 8 hours of field crew time with additional office support to assist during the design if needed.

Task 102 – Right-of-Way Mapping

Lumos will conduct a records search of the project right-of-way and calculate the record boundary information. Record boundary lines will be included in the base-map. This task will include all necessary fieldwork as to search, locate, and tie monuments referenced in the recorded documents. The boundaries of the subject property will be determined from the deed information and adjoining properties along with mapping on file with Washoe County.

Task 103 – Easement Documents & Title Reports

Lumos will prepare a total of twenty-four (24) sets of descriptions and exhibits, stamped & signed by a Nevada Professional Land Surveyor depicting areas specified by the client for temporary and permanent easements. It is estimated that there will be easements over twelve (12) individual parcels. It will be the client's responsibility to work with their attorney or title company to create and execute the easement deed that the proposed exhibits will be attached to. This task will include Lumos sub-consulting a Title Company to prepare Preliminary Title Reports for each of the twelve (12) parcels.

Task 104 – Construction Surveying Services

Lumos will provide construction surveying services for the proposed improvements. Based upon our initial understanding and conceptual design of the project we have estimated a scope and fee using similar types of projects. Fees for field work under this task are based upon 2020-2021 prevailing wage rates. If the potential scope changes or prevailing wages change substantially for the construction contract, we would appreciate the opportunity to revise our scope and fee accordingly.

- Preliminary grade stakes at the proposed curb and gutter and clearing limits.
- Storm drain lines at 100' intervals including two offset stakes for storm drain manholes, headwalls and catch basins.
- Red tops to finish subgrade at 50' intervals on the center of the roadway alignment.
- Finish grade staking for curb and gutter at 50' intervals in tangents and 25' intervals in curves also to include pedestrian ramps, bus pads, driveways, sidewalks, and spandrels.
- Perpetuate the existing roadway monuments with stakes in four directions for the contractor to install new survey monuments. A Record of Survey will be prepared and filed with the Washoe County Recorder depicting the survey monuments that have been located and re-established.
- Traffic signals, pull boxes electric lines, and vaults.

Each task will include one set of stakes.

Surveying Task Exclusions

The following services are specifically excluded from this proposal: "Blue Top" staking for final surface grades, irrigation, landscape, stripping, signs, gas line, electric line staking, utility pothole locations, and post construction as-builts.

Work, including meetings, outside the established Scope of Work can be performed on a time and materials basis in accordance with our current fee schedule. We require a minimum three (3) working day notice to provide staking. In the event that any staking is destroyed by an Act of God or other cause beyond the reasonable control of Consultant, the cost of re-staking shall be paid for by Client as additional services.

Task 200 – Landscape Design Services

Task 201 - Preliminary Landscape Design

Lumos will prepare preliminary landscape concepts to document existing condition and indicate those portions of existing landscaping that are to be impacted by widening, apron repair/replacement, accessibility, and project intersection improvements.

As the widening and reconfiguration scenarios may dictate, Lumos will prepare landscape plans depicting Landscape and Aesthetics Design per the most current Damonte Ranch Non-Residential Design Standards Handbook landscape standards and City Standards. Plans will correspond to engineer's plan sheets as generated by their utility conditions survey.

Task will include coordination with the engineer to determine feasibility of landscape and irrigation systems retention, modification, or demolition and recommend alternatives. Lumos will provide opinion of probable cost for landscaping modifications that correspond to the Feasibility Alternatives generated by the engineer and assist with the consultant's report.

Task 202 - Final Landscape Design, Phase 1

After 50% Design, Lumos will prepare Final Landscape Plans for Phase 1 - Steamboat Parkway/Veteran's Parkway intersection approach, depicting improvements to be performed to the existing landscape and irrigation any new landscaping. Submittals to RTC are anticipated to be at 50%, 90%, and 100% milestones. Lumos plans will correspond to the project engineer's plan sheets and deliverables shall include Technical Specifications and Final Landscape Opinion of Probable Cost, as necessary.

Task 203 – Project Coordination & Bid Coordination

Project plans and specifications will be independently reviewed for quality control, constructability, potential utility conflicts, Lumos will be available for plan check responses and re-submittal for approval by the various reviewing entities. Lumos will be available for clarification requests and submittal reviews during the bidding process for Phase 1 only.

Task 204 – Landscape Construction Administration Services

Lumos will be available for scheduled project site-walks, contractor Requests for Information (RFI), shop drawing reviews, and/or contractor’s alternatives or unforeseen site constraint issues requiring designer input. Lumos will be available for final site walk and punch list generation and City-required landscape letter of substantial completion after installation.

Task 205 – On-Call Services

This task will be utilized as authorized on an as-needed basis for items not captured within this proposal that may arise during the development process and billed at a Time and Materials basis.

Schedule

Lumos estimates that this will be a multi-week process with bi-weekly call-in coordination meetings, and other meetings as necessary afterwards additional project elements, therefore project schedule and project delivers are to be determined.

Landscape Design Exclusions and Assumptions:

The following items have not been incorporated within this proposal or are assumptions that have been made during the preparation of this proposal:

- Agency submittal, review, and permitting fees are the responsibility of the other
- Signs or signage package(s) are excluded
- CA Group, Inc., Reno will coordinate all submittals
- Public Information meetings or graphics are excluded
- One-on-one meetings with adjacent parcel owners are excluded
- Landscape inspection and testing are excluded
- Landscape As-Built plan preparation are excluded
- Final Landscape Steamboat Parkway widening – North, Construction Administration
- Proposal excludes final landscape design for Phase 2

Estimated Cost

Task 100 Professional Surveying Services	\$ 138,300
Tasks 101, 101A & 102: Topographic Survey and Right-of-Way Mapping	\$ 32,300
Task 103: Easement Documents & Title Reports	\$ 36,000
Task 104: Construction Surveying Services	\$ 70,000
Task 200 Landscape Design Services	\$35,500 + T&M
Task 201: Preliminary Landscape Design	\$ 11,000
Task 202: Final Landscape Design, Phase 1	\$ 14,500
Task 203: Project Coordination & Bid coordination	\$ 5,500
Task 204: Landscape Construction Administration Services	\$4,500
Task 205: On-Call Services	T&M
Total	\$ 173,800

Tasks 201 thru 204 are lump sum, while Task 205 is time and materials (T&M). Lumos will be happy to amend this proposal as necessary to include services not outlined above or to amend the proposed services to better match the scope of services required.

We look forward to working with you on this project, if you have any questions or require any additional information, please contact me at 775.827.6111 or via email at gphillips@LumosInc.com.

Sincerely,



Greg Phillips, P.L.S., WRS
Director – Surveying Division

SAMPLE

May 25, 2021
Proposal No. R20215527C1r1

Mr. Dean Mottram, P.E.
CA Group, Inc.
1135 Terminal Way, Ste. 106
Reno, NV 89502

**RE: Updated Proposal for Construction Materials Observation and Testing
Steamboat Parkway and Veterans Parkway Intersection
Reno, Nevada**

Dear Mr. Mottram,

Geotechnical & Environmental Services, Inc. (GES) is pleased to present a scope of services and Fee Estimate to provide construction materials observation and testing services for the proposed Steamboat Parkway Widening and Veterans Parkway Intersection, located in Reno, Nevada. GES will perform these services for CA Group, Inc. (hereafter the "Client").

Estimated Fee

Our services described herein will be performed for estimated fees as follows:

Onsite Earthwork, Concrete & Asphalt Placement **\$24,125.00**

Our incurred fees will be billed monthly on a time-and-expense basis. If the scope of services is changed or if the description of the project varies from what is presented herein, including the type, location and size of improvements, the fees presented will be subject to change. If this proposal is acceptable as presented, we are prepared to begin as soon as we receive an executed copy of the attached Work Order Authorization.

Since no construction schedule was available to us during preparing this proposal, our fees are based, in part, on our phone conversations, our estimate of the time needed to complete the construction and our observation and testing tasks. The actual construction schedule may increase the estimated fees.

Project Description

Our understanding of the project is based on our past experience with similar projects, and a review of the following provided documents:

- *Exhibit A, Scope of Services for the Steamboat Parkway Widening and Veteran's Parkway Intersection Project.*
- *Standard Specifications for Public Works Construction, 2012 Edition, Rev 8.*

The project consists of reconstruction and signalization of the Steamboat/Veteran's Parkway intersection including all four legs approximately 500 feet in each direction. The work will include excavation, trench backfill, aggregate base placement, reinforcing steel/concrete foundations, concrete curb & gutter and sidewalk, retaining walls, asphalt pavement, and permanent pavement striping.

Scope of Services

Our scope of work services and estimated fees are based on a review of the referenced documents and our experience working on similar projects in the vicinity. If the final approved project documents are significantly different from the referenced documents, our scope and estimated fees may be subject to revision.

Our proposed field staffing and laboratory testing for observation and testing during construction of the project is described below and is summarized on the attached Construction Materials Testing and Observation Fee Estimate (Fee Estimate). We have **not included** prevailing wages in our proposal. We will perform our observation and testing services according to the estimated trips and hours (including travel time), and sampling quantities summarized on the attached Fee Estimate. Trips, hours and quantities more than those on the attached Fee Estimate will be billed separately on a time and expense basis in accordance with our current Fee Schedule.

GES Reporting during Construction

GES will submit daily inspection reports to the client within 24 hours of the date of inspection. GES will submit laboratory test reports to the Client within one working day of testing completion, and within one working day of testing completion for results not meeting the project specifications. GES will notify the Client of any noncomplying test result or noncomplying inspection results on the day the noncompliant result is identified.

Coordination and Project Management

GES will provide coordination for special inspectors and field technicians performing observation and testing at the project site by a professional engineer licensed in the state of Nevada. GES will coordinate site visits as requested by the Client or the Client's designate through our office at (775) 622-3844. Notification will need to be provided at least 24 hours in advance for scheduling field observations and testing.

On-Site Earthwork, Concrete and Asphalt Pavement Construction

GES will provide qualified field personnel to perform periodic sampling, observation and testing of the subgrade, electrical trench backfill, aggregate base placement, concrete curb & gutter/sidewalk improvements, and new asphalt. GES will perform laboratory testing on the native, structural fill and aggregate base materials for acceptance.

GES will also provide qualified field personnel to perform periodic sampling, observation and testing of the concrete for the signal foundations and new retaining wall. This includes periodic observations of reinforcing steel placement prior to concrete placement. We assumed that we will perform, in most cases, reinforcing inspections prior to the corresponding concrete placement observation and sampling.

We anticipate that the quality acceptance of concrete will require slump, air content and temperature testing on each sample and that strength testing will be based on the compressive strength of cylindrical test specimens. We will mold 5 cylinders from each concrete sample (a cylinder for testing at 7-day, a cylinder for testing at 14-day, and three cylinders for testing at 28-day).

GES will aim, if possible, to retrieve the concrete samples from the job site during our site visits for the scheduled sampling and testing tasks, to minimize the number of separate trips for sample retrieval.

We will perform asphalt plant inspection and informational density testing of the asphalt during placement and work with the paving contractor to ensure the required minimum compaction specification is being met. Six asphalt samples will be taken and tested for Extraction/Gradation, Rice Unit Weight, and Marshall Stability and Flow laboratory testing.

Exclusions and Additional Services

Our Estimated Fees exclude any tasks not specifically outlined in this proposal including but not necessarily limited to the following: expert witness testimony or legal representation; detailed review and evaluation of background documentation; structural engineering consultation; structural evaluation of existing structures and improvements; observation or testing during demolition; supervision or coordination of contractor work; geotechnical explorations; obtaining or preparing permits; work plans; safety plans; services performed on holidays and weekends; source acceptance sampling and testing of concrete and asphalt aggregates; inspections for structural wood construction; observation and testing during structural steel shop fabrication; non-destructive testing of welds; observations and testing of fireproofing and firestopping; standby time; re-testing or re-inspecting work; NCR resolution; surveying; architectural observation and inspections; observation and testing of reinforcing or concrete for bollards or light standards; inspections for Exterior Insulation and Finish System (EIFS); observation and testing for masonry construction; observation and testing for non-structural site improvements; observation and testing for off-site improvements; shoring system design; previous work performed by others; and any other services not specifically listed in this proposal.

Overtime services (Client requested services performed over 8 hours per day and all services on holidays and weekends) will be charged at 1.3 times the hourly rates shown on the attached Fee Estimate.

Additional services not included in the scope described herein may be requested and a separate proposal with a scope of services and associated fees for additional services can be prepared.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (775) 622-3844 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

For:
Damon Mazy
Construction Management Specialist

Shane Cocking, P.E.
Engineering Manager

DM:SRC:sb

Encl: QAA Construction Materials Observation and Testing Fee Estimate
Work Order Authorization

Dist: PDF emailed to addressee at Dean.Mottram@c-agroup.com
Copy to proposal file

CONSTRUCTION MATERIALS TESTING AND OBSERVATION FEE ESTIMATE

Project Name: Steamboat Parkway and Veterans Parkway Intersection
Project Number: prR20215527C1
Estimated By: S. Cocking
Date: 5/2/2021
Schedule: 2020-T1



Class/T	On-Site Earthwork, Concrete and Asphalt Pavement	Notes				
Paving Inspection/Density Testing						
C10	SENIOR SPECIAL INSPECTOR	Paving	4 trips @	10.0 hours/trip @	\$95 per hour	\$3,800.00
C10	SENIOR SPECIAL INSPECTOR	Paving - Sampling/Density Testing	4 trips @	6.0 hours/trip @	\$95 per hour	\$2,280.00
C10	SENIOR SPECIAL INSPECTOR	AC Plant Inspection/Sampling	8 trips @	2.0 hours/trip @	\$95 per hour	\$1,520.00
C60	MATERIALS TECHNICIAN	Oil Sample runner to NDOT	4 trips @	1.0 hours/trip @	\$85 per hour	\$340.00
Field Testing						
C60	MATERIALS TECHNICIAN	Backfill Electrical	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C10	SENIOR SPECIAL INSPECTOR	Concrete/Rebar - Foundations	4 trips @	3.0 hours/trip @	\$95 per hour	\$1,140.00
C60	MATERIALS TECHNICIAN	Subgrade - C&G, Sidewalk	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C60	MATERIALS TECHNICIAN	Aggregate Base - C&G, Sidewalk	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C60	MATERIALS TECHNICIAN	Concrete - C&G, Sidewalk	8 trips @	3.0 hours/trip @	\$85 per hour	\$2,040.00
C60	MATERIALS TECHNICIAN	Subgrade - Retaining wall	2 trips @	1.0 hours/trip @	\$85 per hour	\$170.00
C60	MATERIALS TECHNICIAN	Aggregate Base - Retaining wall	2 trips @	1.0 hours/trip @	\$85 per hour	\$170.00
C10	SENIOR SPECIAL INSPECTOR	Concrete/Rebar - Retaining Wall	3 trips @	3.0 hours/trip @	\$95 per hour	\$855.00
Lab Testing						
AG003	SIEVE ANALYSIS	Native Material	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Native Material	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Native Material	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Aggregate Base	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Aggregate Base	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Aggregate Base	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Structural Fill	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Structural Fill	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Structural Fill	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Paving Aggregates	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Paving Aggregates	1 test @	0	\$90 per test	\$90.00
AG014	FRACTURED FACES	Paving Aggregates	1 test @	0	\$75 per test	\$75.00
AG011	LA ABRASION COARSE AGGREGATE	Paving Aggregates	1 test @	0	\$300 per test	\$300.00
C0001	CONCRETE COMPRESSIVE STRENGTH - CONCRETE CYLINDER		16 sets @	5 cyls/set @	\$20 per cyl	\$1,600.00
AS001	RICE UNIT WEIGHT		6 tests @	0	\$90 per test	\$540.00
AS002	MARSHALL STABILITY, FLOW AND COMPACTION		6 tests @	0	\$210 per test	\$1,260.00
AS004	GRADATION OF EXTRACTED AGGREGATE		6 tests @	0	\$90 per test	\$540.00
AS015	EXTRACTION/IGNITION OVEN		6 tests @	0	\$110 per test	\$660.00
AS007	BULK SPECIFIC GRAVITY & DENSITY PARAFILM SAMPLES (CORE SAMPLES)	Mainline	6 tests @	3 cores/set @	\$35 per test	\$630.00
AS007	BULK SPECIFIC GRAVITY & DENSITY PARAFILM SAMPLES (CORE SAMPLES)	Joints	6 tests @	3 cores/set @	\$35 per test	\$630.00
Earthwork Coordination and Reporting						
E10	PRINCIPAL ENGINEER	Final Summary Report		2.0 hours @	\$170 per hour	\$340.00
E30	PROJECT ENGINEER			10.0 hours @	\$135 per hour	\$1,350.00
A10	ADMINISTRATIVE ASSISTANT	Final Summary Report		8.0 hours @	\$70 per hour	\$560.00
Subtotal=						\$24,125.00
Estimated Fee for Earthwork, Concrete and Asphalt Pavement=						\$24,125.00
Total=						\$24,125.00

May 25, 2021
Proposal No. R20215527C2r1

Mr. Dean Mottram, P.E.
CA Group, Inc.
1135 Terminal Way, Ste. 106
Reno, NV 89502

**RE: Updated Proposal for Construction Materials Observation and Testing
Steamboat Parkway to Damonte Ranch Parkway
Reno, Nevada**

Dear Mr. Mottram,

Geotechnical & Environmental Services, Inc. (GES) is pleased to present a scope of services and Fee Estimate to provide construction materials observation and testing services for the proposed Steamboat Parkway Widening and Veterans Parkway Intersection, located in Reno, Nevada. GES will perform these services for CA Group, Inc. (hereafter the "Client").

Estimated Fee

Our services described herein will be performed for estimated fees as follows:

Onsite Earthwork, Concrete & Asphalt Placement **\$22,730.00**

Our incurred fees will be billed monthly on a time-and-expense basis. If the scope of services is changed or if the description of the project varies from what is presented herein, including the type, location and size of improvements, the fees presented will be subject to change. If this proposal is acceptable as presented, we are prepared to begin as soon as we receive an executed copy of the attached Work Order Authorization.

Since no construction schedule was available to us during preparing this proposal, our fees are based, in part, on our phone conversations, our estimate of the time needed to complete the construction and our observation and testing tasks. The actual construction schedule may increase the estimated fees.

Project Description

Our understanding of the project is based on our past experience with similar projects, and a review of the following provided documents:

- *Exhibit A, Scope of Services for the Steamboat Parkway Widening and Veteran's Parkway Intersection Project.*
- *Standard Specifications for Public Works Construction, 2012 Edition, Rev 8.*

The project consists of widening Steamboat Parkway to the intersection with Damonte Ranch Parkway, including the restriping of the north leg of the intersection. The work will include excavation, trench backfill, aggregate base placement, concrete curb & gutter and sidewalk, asphalt pavement, and permanent pavement striping.

Scope of Services

Our scope of work services and estimated fees are based on a review of the referenced documents and our experience working on similar projects in the vicinity. If the final approved project documents are significantly different from the referenced documents, our scope and estimated fees may be subject to revision.

Our proposed field staffing and laboratory testing for observation and testing during construction of the project is described below and is summarized on the attached Construction Materials Testing and Observation Fee Estimate (Fee Estimate). We have **not included** prevailing wages in our proposal. We will perform our observation and testing services according to the estimated trips and hours (including travel time), and sampling quantities summarized on the attached Fee Estimate. Trips, hours and quantities more than those on the attached Fee Estimate will be billed separately on a time and expense basis in accordance with our current Fee Schedule.

GES Reporting during Construction

GES will submit daily inspection reports to the client within 24 hours of the date of inspection. GES will submit laboratory test reports to the Client within one working day of testing completion, and within one working day of testing completion for results not meeting the project specifications. GES will notify the Client of any noncomplying test result or noncomplying inspection results on the day the noncompliant result is identified.

Coordination and Project Management

GES will provide coordination for special inspectors and field technicians performing observation and testing at the project site by a professional engineer licensed in the state of Nevada. GES will coordinate site visits as requested by the Client or the Client's designate through our office at (775) 622-3844. Notification will need to be provided at least 24 hours in advance for scheduling field observations and testing.

On-Site Earthwork, Concrete and Asphalt Pavement Construction

GES will provide qualified field personnel to perform periodic sampling, observation and testing of the subgrade, electrical trench backfill, aggregate base placement, concrete curb & gutter/sidewalk improvements, and new asphalt. GES will perform laboratory testing on the native, structural fill and aggregate base materials for acceptance.

GES will also provide qualified field personnel to perform periodic sampling, observation and testing of the concrete for the signal foundations. This includes periodic observations of reinforcing steel placement prior to concrete placement. We assumed that we will perform, in most cases, reinforcing inspections prior to the corresponding concrete placement observation and sampling.

We anticipate that the quality acceptance of concrete will require slump, air content and temperature testing on each sample and that strength testing will be based on the compressive strength of cylindrical test specimens. We will mold 5 cylinders from each concrete sample (a cylinder for testing at 7-day, a cylinder for testing at 14-day, and three cylinders for testing at 28-day).

GES will aim, if possible, to retrieve the concrete samples from the job site during our site visits for the scheduled sampling and testing tasks, to minimize the number of separate trips for sample retrieval.

We will perform asphalt plant inspection and informational density testing of the asphalt during placement and work with the paving contractor to ensure the required minimum compaction specification is being met. Six asphalt samples will be taken and tested for Extraction/Gradation, Rice Unit Weight, and Marshall Stability and Flow laboratory testing.

Exclusions and Additional Services

Our Estimated Fees exclude any tasks not specifically outlined in this proposal including but not necessarily limited to the following: expert witness testimony or legal representation; detailed review and evaluation of background documentation; structural engineering consultation; structural evaluation of existing structures and improvements; observation or testing during demolition; supervision or coordination of contractor work; geotechnical explorations; obtaining or preparing permits; work plans; safety plans; services performed on holidays and weekends; source acceptance sampling and testing of concrete and asphalt aggregates; inspections for structural wood construction; observation and testing during structural steel shop fabrication; non-destructive testing of welds; observations and testing of fireproofing and firestopping; standby time; re-testing or re-inspecting work; NCR resolution; surveying; architectural observation and inspections; observation and testing of reinforcing or concrete for bollards or light standards; inspections for Exterior Insulation and Finish System (EIFS); observation and testing for masonry construction; observation and testing for non-structural site improvements; observation and testing for off-site improvements; shoring system design; previous work performed by others; and any other services not specifically listed in this proposal.

Overtime services (Client requested services performed over 8 hours per day and all services on holidays and weekends) will be charged at 1.3 times the hourly rates shown on the attached Fee Estimate.

Additional services not included in the scope described herein may be requested and a separate proposal with a scope of services and associated fees for additional services can be prepared.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (775) 622-3844 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

For:
Damon Mazy
Construction Management Specialist

Shane Cocking, P.E.
Engineering Manager

DM:SRC:sb

Encl: QAA Construction Materials Observation and Testing Fee Estimate
Work Order Authorization

Dist: PDF emailed to addressee at Dean.Mottram@c-agroup.com
Copy to proposal file

CONSTRUCTION MATERIALS TESTING AND OBSERVATION FEE ESTIMATE

Project Name: Steamboat Parkway to Damonte Ranch Parkway
Project Number: prR20215527C2
Estimated By: S. Cocking
Date: 5/2/2021
Schedule: 2020-T1



Class/T	On-Site Earthwork, Concrete and Asphalt Pavement	Notes				
Paving Inspection/Density Testing						
C10	SENIOR SPECIAL INSPECTOR	Paving	4 trips @	10.0 hours/trip @	\$95 per hour	\$3,800.00
C10	SENIOR SPECIAL INSPECTOR	Paving - Sampling/Density Testing	4 trips @	6.0 hours/trip @	\$95 per hour	\$2,280.00
C10	SENIOR SPECIAL INSPECTOR	AC Plant Inspection/Sampling	8 trips @	2.0 hours/trip @	\$95 per hour	\$1,520.00
C60	MATERIALS TECHNICIAN	Oil Sample runner to NDOT	4 trips @	1.0 hours/trip @	\$85 per hour	\$340.00
Field Testing						
C60	MATERIALS TECHNICIAN	Backfill Electrical	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C10	SENIOR SPECIAL INSPECTOR	Concrete/Rebar - Foundations	4 trips @	3.0 hours/trip @	\$95 per hour	\$1,140.00
C60	MATERIALS TECHNICIAN	Subgrade - C&G, Sidewalk	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C60	MATERIALS TECHNICIAN	Aggregate Base - C&G, Sidewalk	4 trips @	2.0 hours/trip @	\$85 per hour	\$680.00
C60	MATERIALS TECHNICIAN	Concrete - C&G, Sidewalk	8 trips @	3.0 hours/trip @	\$85 per hour	\$2,040.00
Lab Testing						
AG003	SIEVE ANALYSIS	Native Material	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Native Material	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Native Material	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Aggregate Base	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Aggregate Base	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Aggregate Base	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Structural Fill	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Structural Fill	1 test @	0	\$90 per test	\$90.00
S0013	MODIFIED COMPACTION PROCTOR	Structural Fill	1 test @	0	\$175 per test	\$175.00
AG003	SIEVE ANALYSIS	Paving Aggregates	1 test @	0	\$100 per test	\$100.00
AG004	ATTERBERG LIMITS-PLASTICITY INDEX	Paving Aggregates	1 test @	0	\$90 per test	\$90.00
AG014	FRACTURED FACES	Paving Aggregates	1 test @	0	\$75 per test	\$75.00
AG011	LA ABRASION COARSE AGGREGATE	Paving Aggregates	1 test @	0	\$300 per test	\$300.00
C0001	CONCRETE COMPRESSIVE STRENGTH - CONCRETE CYLINDER		14 sets @	5 cyls/set @	\$20 per cyl	\$1,400.00
AS001	RICE UNIT WEIGHT		6 tests @	0	\$90 per test	\$540.00
AS002	MARSHALL STABILITY, FLOW AND COMPACTION		6 tests @	0	\$210 per test	\$1,260.00
AS004	GRADATION OF EXTRACTED AGGREGATE		6 tests @	0	\$90 per test	\$540.00
AS015	EXTRACTION/IGNITION OVEN		6 tests @	0	\$110 per test	\$660.00
AS007	BULK SPECIFIC GRAVITY & DENSITY PARAFILM SAMPLES (CORE SAMPLES)	Mainline	6 tests @	3 cores/set @	\$35 per test	\$630.00
AS007	BULK SPECIFIC GRAVITY & DENSITY PARAFILM SAMPLES (CORE SAMPLES)	Joints	6 tests @	3 cores/set @	\$35 per test	\$630.00
Earthwork Coordination and Reporting						
E10	PRINCIPAL ENGINEER	Final Summary Report		2.0 hours @	\$170 per hour	\$340.00
E30	PROJECT ENGINEER			10.0 hours @	\$135 per hour	\$1,350.00
A10	ADMINISTRATIVE ASSISTANT	Final Summary Report		8.0 hours @	\$70 per hour	\$560.00
Subtotal=						\$22,730.00

Estimated Fee for Earthwork, Concrete and Asphalt Pavement= \$22,730.00

Total= \$22,730.00

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

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this

agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

15. CRIME INSURANCE

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.15

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

RECOMMENDED ACTION

Authorize a request for proposals (RFP) for the selection of preliminary design, environmental analysis, final design, and construction management services for the 4th STREET STATION Expansion project.

BACKGROUND AND DISCUSSION

The project will look to expand the 4th STREET STATION transit facility to the south and include adding a bus aisle that connects between Evans Avenue and Lake Street. The bus aisle will include four bus bays, each with electrical charging infrastructure. Electrical system upgrades will be required to support added charging infrastructure. Employee parking will utilize the remaining area. The project will continue the same architectural ascetic from the existing facility and will merge with existing utilities within the proposed expansion area.

FISCAL IMPACT

Appropriations for design and construction management of the station are included in the FY 2021 budget for capital infrastructure.

PREVIOUS BOARD ACTION

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

ATTACHMENT

- A. Scope of Services and Evaluation Criteria

SCOPE OF WORK**INTRODUCTION**

The Regional Transportation Commission of Washoe County (RTC), in partnership with the Federal Transit Administration (FTA) plan to expand 4th Street Station Transit Facility. The expansion will include adding a bus aisle that connect between Evans Avenue and Lake Street. The bus aisle will include four (4) bus bays, each with electrical charging infrastructure. Electrical system upgrades will be required to support added charging infrastructure. Employee parking will utilize the remaining area. The project will continue the same architectural ascetic from the existing facility and will merge with existing utilities within the proposed expansion area.

This Request for Proposal (RFP) seeks to select one (1) firm to provide complete services necessary to deliver the design of the proposed expansion project. The proposed project will require compliance with the National Environmental Policy Act (NEPA) and that it will receive Categorical Exclusion (CE) determination. The proposed project will require a City of Reno building permit and to be delivered through typical design-bid-build project delivery.

BACKGROUND

The RTC's 4th Street Station terminal, located in downtown Reno and sits on an approximately 2.5-acre parcel. The facility is located between Lake Street, Evans Avenue, 4th Street, and Plaza Street. Reno ReTrac and Union Pacific Railroad is located south of the facility. The facility includes six (6) bus aisles that are each protected by an overhead canopy, passenger services is located in the northern most building, and employee break room and bathrooms are located in the southern building. Employee parking is currently along the southern limits of the facility.

REQUESTED SERVICES TO BE PROVIDED**1. PROJECT MANAGEMENT**

The CONSULTANT shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; and provide a cost and risk assessment and value engineering throughout the design development process. In addition, the COUNSULTANT shall integrate the RTC's project manager into the project management plan, and coordinate all Project development activities with the RTC's Project Manager, property owners, permitting agencies, utility providers, and other stakeholders within the project area as directed. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to the following:

- Kickoff, progress, and miscellaneous stakeholder meetings
- Develop and manage a critical path schedule for the approved scope of services
- Pre-construction and construction schedules
- Project coordination and documentation
- Management and organization of sub-consultants and deliverables

- Coordination with utilities companies for service connections
- Coordination with permitting agencies
- Coordination with Union Pacific Railroad
- Coordination of plans with RTC department stakeholders
- Value engineering
- Quality Assurance/Quality Control
- Project Manager support

2. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will source and become completely familiar with the existing condition and past work performed within the area of proposed expansion. Utilities within the project area will be located and assessed for possible conflicts with the proposed Project. Topographic mapping and boundary will be determined to meet design needs.

2.1 GEOTECHNICAL INVESTIGATION

The CONSULTANT will research existing geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions and review of existing geotechnical information.

Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical report necessary for final design and construction of the project.

2.2 TOPOGRAPHIC SURVEY

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the project.

2.3 RIGHT OF WAY MAPPING AND ENGINEERING

The CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services may include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements needed to complete the project. It is possible parcels will be combined as result of improvements.

2.4 SUBSURFACE UTILITIES

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

Based on field investigation and research performed, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate

with the utility agencies for proposed work, facility relocation and/or 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.

3. ENVIRONMENTAL SERVICES

The CONSULTANT shall provide environmental services up to and including completion of the NEPA process. CONSULTANT will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered

The CONSULTANT shall prepare Purpose and Need of the project along with project description. Review and document environmental resources within the project area, provide technical memos for warranted areas of study, complete Categorical Exclusion checklist.

The environmental tasks, activities, and deliverables provided by the CONSULTANT may include, but may not be limited to, the following:

- Data collection and field investigation
- NEPA coordination with FTA and resource agencies
- Preparation of a NEPA document
- NEPA studies and technical reports

4. PRELIMINARY DESIGN

The CONSULTANT shall be responsible for developing the plans for the proposed expansion of 4th Street Station. Preliminary engineering tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Prepare conceptual level plans, renderings, and alternatives necessary to perform feasibility and constructability review of proposed project scope to facilitate preferred project alternative
- Development of Preliminary (30%) Plans
- Prepare conceptual construction cost estimate

5. FINAL DESIGN

CONSULTANT shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare cost effective construction bid package, suitable for construction.

Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements and City of Reno building codes.

The Final Design tasks, activities, and deliverables provided by the CONSULTANT include, but may not be limited to, the following:

- Prepare plans, construction estimates and specifications to deliver a complete project. Develop all plans and estimates according to RTC procedures. Coordinate with RTC to produce plans, construction estimates. Submit progress plans at 60% and 90% completion. Provide specification notes for any special items of work or phasing of construction to be included in the Special Provisions.
- Provide technical support and coordination to successfully complete all building permitting requirements

- Regular design review meetings with RTC PM and RTC Transit Department
- Plan production and distribution
- Provide 100% Design Plans, Specifications, and Engineer's Estimate
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement
- Provide support throughout the bidding process

6. CONSTRUCTION ADMINISTRATION

6.1 CONTRACT ADMINISTRATION

The CONSULTANT shall provide effective construction administration that will deliver the Project within established schedules and budgets. The initial construction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Facilitate the preconstruction conference
- Facilitate weekly construction meetings
- Perform construction coordination working directly with the RTC Project Manager
- Provide document control (submittals, RFI's, etc) to track and manage these documents
- Responsible for obtaining and reviewing baseline schedule and monthly schedule updates from the contractor
- Review and provide recommendations on contractor's traffic control plans
- Review and provide recommendations on material test results
- 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
- Prepare letter of substantial completion

The CONSULTANT shall provide sufficient personnel who possess the experience, knowledge, and character to adequately perform the requested services. The CONSULTANT's Construction Manager shall have experience in successful public works construction management in the northern Nevada area.

6.2 CONSTRUCTION SURVEYING

The CONSULTANT shall provide construction staking as required on the project. it is assumed survey will consist of a minimum of the following items:

- Recover survey control
- Delineating the saw-cut lines for pavement demolition
- Offset stakes to foundation with cut/fill to top of platform elevation
- Offset stakes to face of curb, sidewalk, platform and driveway angle points, points of curvature, and grade breaks with cut/fill to finished grade elevation

6.3 INSPECTION

The CONSULTANT shall provide one (1) inspector during construction activities as warranted by the activities within the contractors schedule. This inspector will:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in issue resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC
- 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

6.4 MATERIALS TESTING

The CONSULTANT shall provide the following:

- Material Testing for compliance with the specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book).

The CONSULTANT shall provide certified testing personnel in accordance with the Nevada Alliance for Quality Transportation Construction/Western Alliance for Quality Transportation Construction (NAQTC/WAQTC) guidelines.

The CONSULTANT shall provide an AASHTO accredited laboratory equipped to provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works (Orange Book) and International Building Code (IBC) test procedures.

6.5 RECORD DRAWINGS

The CONSULTANT shall provide record drawings for the completed project. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the Engineer of Record's stamp and signature.



Evaluation and Scoring Sheet
for
RTC 21-32 - Design and Construction Management Services for the Peppermill Station BRT Project

Proposer Name _____

Numerical Values for Scoring: Excellent = 90-100, Very Good = 80-89, Good = 70-79, Unacceptable = 0-69.

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Project Team: a) Provide an organizational chart of the Project Team, including sub-consultant(s), and the responsibilities of the team members; b) List personnel with their years of experience in construction oversight, length of employment with their current firm, training, education, licenses, capabilities, and strengths related to their role on this project. c) For each key person identified, list at least two comparable projects in which he/she has played a key role. If a project listed for a key person is the same as one listed in Past Projects, provide just the project name and the role of the key person. For other projects, also provide the project owner and an owner reference. d) Provide a summary of the project team members' experience working together on projects of similar scope.	30%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 1 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 2 - Past Performance: Briefly describe relevant projects completed by the Project Team by providing the following information for each relevant project: a) Project owner and reference (include name, current phone number, and title/role during the project); b) Description of the services provided by the Project Team on each project; c) List the Project Team members that worked on each project and their role on the project; d) Dates the services were provided, if the services were provided within the original schedule budget. Provide a brief description of any schedule and budget issues including how they may have been mitigated; e) Original agreement amount for services and a brief description of any amendments; f) Describe the notable project challenges and how the services provided by the team and/or individual team members contributed to successful outcomes.	30%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 3 - Project Approach: Proposer's approach to identify and implement the project requirements in the Scope of Services. a) Describe the Project Team's understanding of the project and associated requirements contained in Exhibit A - Scope of Services. b) Identify and describe specific methods used to complete each project requirement (specific to project). Consider staffing strategies and opportunities that could result in cost effective implementation and management of proposed services.	25%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 4 - Availability and Capacity: a) Demonstrate the anticipated availability of the key personnel for the duration of the project. Specify if the availability of the key personnel will change during the project. List significant projects that the key personnel are working on or are committed to work on, the percentage of time allocated to each project and the anticipated completion date for each project. b) Demonstrate the capacity of the Project Team to meet the needs of the project. Consider the prime consultant's and sub-consultant's depth of staffing and other resources. c) Provide a commitment that the proposer will provide key personnel as needed to successfully complete the project	10%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 5 - Proximity of Project Team: a) Describe your firm's location(s) in the geographical area. b) Identify the location of the office/lab which will provide primary project control for this project. c) Provide a percentage of work to be completed at each location.	5%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 5 Weighted Points Calculation(s)			0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	

Name of Evaluator (print): _____ Employer: _____

Signature of Evaluator: _____ Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.16

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the Selection Committee's recommendations to award and fund each of the four 5310 project proposals received under the Enhanced Mobility of Seniors & Individuals with Disabilities, Federal Transit Administration's Section 5310 Program Funding.

BACKGROUND AND DISCUSSION

Section 5310 is a formula program under *Moving Ahead for Progress in the 21st Century (MAP-21)* that funds transportation for the elderly and persons with disabilities. Projects funded through this program must be included in the RTC's Coordinated Human Services Public Transportation Plan (CTP), a federally required document that guides the use of Section 5310 funds. The CTP was developed through a collaborative process involving human service agencies and transportation providers to deliver efficient, coordinated services to the region's senior citizens, persons with disabilities and those who are financially disadvantaged. The Board approved the CTP update at its December 18, 2020, meeting.

As the designated recipient for the State, RTC annually receives federal funding appropriations. Of the amounts apportioned to the RTC, 55% must be utilized for public transportation *capital* projects that are planned, designed and carried out to meet the specific needs of individuals with disabilities. Additionally, up to 10% of the total fiscal year apportionment may be used to fund program administration costs including administration, planning and technical assistance for projects funded under this program. RTC has elected to pass on \$104,934 of this apportionment directly onto its subrecipients for the same purpose to increase the amount of available *operating* funding.

The appropriations for FFY 19 (\$371,161), FFY 20 (\$383,610) and FFY 21 (\$394,573) total \$1,149,344. To support the transit industry during the COVID-19 public health emergency, on December 27, 2020, the *Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA)*, was signed into law allocating an additional **\$66,562** to the RTC under the 5310 Program for *operating* expenses at 100% federal share, with no local match requirement for total program funding of **\$1,215,906**.

Under this new law, CRRSAA also waived the local share requirement for the apportioned unobligated formula funds available to RTC under the Section 5310 program. For capital projects this would typically require an 80/20 match, and for Operating projects a 50/50 match. As such, project subrecipients are not required to provide a local match during this next two-year project cycle.

YEAR	CAPITAL/ MOBILITY MANAGEMENT	OPERATING	ADMINISTRATIVE	TOTAL
Unobligated FY19 funds	\$204,139	\$157,022	\$10,000	\$371,161
Unobligated FY20 funds	\$210,986	\$172,624		\$383,610
Unobligated FY21 funds	\$217,015	\$177,558		\$394,573
	\$632,140	\$507,204	\$10,000	\$1,149,344
CRRSAA		\$ 66,562		\$ 66,562
	\$632,140	\$583,766	\$10,000	\$1,215,906

RTC announced its Call for Projects on March 15, 2021. RTC received four project proposals from the following agencies, each requesting funding for a two-year project period:

- **Access to Healthcare Network (AHN) (\$916,673)** - Continued operation of AHN’s Non-Emergency Medical Transportation Program. Capital for the purchase of three 12-passenger vans to replace existing vans that have reached the end of their useful life and to continue the dispatch Transportation Hotline serving over 9,000 low-income individuals annually; plus direct operating costs associated with the vans to provide a projected 14,391 non-emergency medical related transportation trips annually.
- **Neighbor Network of Northern Nevada (N4) (\$629,040)** – (Expansion). Development of a coordinated transit system software intended to incorporate Mobility as a Service (MaaS); User-side subsidy (Capital) to provide approximately 482 vouchers to disabled individuals applied directly to a participant's Lyft account. The N4 Connect project will require extensive mobility management support for work within the project as well as for outreach and the development of Nevada's first statewide transit association. This project will provide an estimated 4,160 trips annually.
- **UNR/SOS (\$157,908)** – (Expansion). This project provides transportation for adults over 60 years old who are frail, homebound and low-income residents of Washoe County with limited access to other transportation options. Transportation will be provided by trained volunteers and a paid driver expanding the use of a currently owned vehicle. An estimated 4,800 trips are projected to be provided annually.
- **Volunteers of America (VOA) (\$305,543)** – (New). This project requests direct operating costs to provide transportation specifically for senior/disabled clients at its new Nevada CARES Campus and Shelter. This project will provide vital transportation for shelter clients M-Sat 8a-7p to services at the DMV, Social Security, St. Mary’s Hospital, Renown, WellCare, West Hills Hospital, Reno Behavioral Health, Northern Nevada Hops, Community Health Alliance, and Reno Housing Authority among others. Transportation will be provided

free of charge and will assist clients with specific appointment drop/off and pick-ups for medical appointments, employment interviews and housing opportunities. They view this essential service as being able to make the impossible possible by removing this barrier. An estimated 14,976 trips are projected to be provided annually.

Proposals were evaluated and ranked by a three member Selection Committee composed of two non-RTC employees, one from the Nevada Department of Transportation, a former 5310 subrecipient non-profit Executive Director, and an RTC staff member. Additionally, RTC Public Transportation and Finance staff served on the committee in an advisory, non-voting role to ensure compliance with federal regulations.

The committee met with RTC staff on May 24, 2021, to discuss project proposal funding. As a result of the Selection Committee's review, it was their desire and recommendation to fund each of the four projects within program requirements on a sliding scale based on overall ranking/scores. Given this recommendation, the committee asked staff to distribute the funds accordingly with the understanding that project proposal budgets exceeded the amount of available funding by an overall amount of **\$803,258**. At the Selection Committee's request, the proposers adjusted their budgets, accordingly. After these adjustments, RTC staff, based on the Selection Committee's desire to fund these projects for a two-year period, is recommending the following project funding awards:

- (1) Volunteers of America (Capital/Operating) – \$194,153
- (2) Access to Healthcare Network – (Capital/Operating) – \$536,528
- (3) Senior Outreach Services (Capital/Operating) – \$101,800
- (4) Neighbor Network of Northern Nevada (N4) – (Capital/Operating) - \$373,424

Upon acceptance by the Board, funding for these projects will be available in the second quarter of FY 2022. The projects will be incorporated by amendment at a future Board meeting into the updated Coordinated Human Services Transportation Plan (CTP) and the Regional Transportation Improvement Program (RTIP). Before a FTA grant can be executed, the projects will be included by amendment into the State Transportation Improvement Program (STIP).

FISCAL IMPACT

The FY 2022 Budget includes \$371,161 in Section 5310 funds plus the additional \$66,562 in CRRSA Section 5310 funds for the first year of funding for these projects.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

ATTACHMENT(S)

- A. 2022 5310 Project Funding Recommendations Worksheet

REGIONAL TRANSPORTATION COMMISSION
 Summary - Section 5310 - Recommended Funding Awards
 (Table Summarizes RTIP Amendment Sheets)
 Based on FY 2019, FY 2020 , FY2021 and CRRSAA Funding Appropriations
 June 18, 2021

ATTACHMENT A

ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM (\$5310 PROGRAM)

AVAILABLE FTA FUNDING				
Year	Capital	Operating	Administrative	Total
2019	\$204,139	\$157,022	\$10,000	\$371,161
2020	\$210,986	\$172,624		\$383,610
2021	\$217,015	\$177,558		\$394,573
	\$632,140	\$507,204	\$10,000	\$1,149,344
	55.00%	44.13%	0.87%	
CRRSAA		\$66,562		\$66,562
Total	\$632,140	\$573,766	\$10,000	\$1,215,906
Total Federal Funding Available				\$1,215,906
Recommended for Award - 4 projects				\$1,205,905

Selection Committee Ranking	Score	Agency	Project Name	Project	Requested Federal Amounts based on 2 Year Project			Maximize Distribution of Available Federal Funds - 2 Year Project			RECOMMENDED FOR AWARD		
					Total Federal	Capital	Operating	Total Federal	Capital	Operating	Project Total	Federal Total	Local Match
					1	26.5	Volunteers of America-Northern California/Northern Nevada	VOA-NCNN Transportation Service for CARES Shelter	New project. Direct operating costs to provide transportation for its senior/disabled clients at its new Nevada CARES Campus and shelter. This project will provide vital transportation for shelter clients M-Sat 8a-7p to services at the DMV, Social Security, St. Mary's Hospital, Renown, WellCare, West Hills Hospital, Reno Behavioral Health, Northern Nevada Hopes, Community Health Alliance, and Reno Housing Authority among others. Transportation will be provided free of charge and will assist clients with specific appointment drop/off and pick-ups for medical appointments, employment interviews and housing opportunities. An estimated 14,976 trips, are projected to be provided annually.	\$305,543	\$35,200	\$270,343	\$194,153
2	25.6	Access to Healthcare Network	Non-Emergency Medical Transportation Program & Transportation Hotline	Continued operation of the Non-Emergency Medical Transportation Program. Capital for the purchase of three 12-passenger vans to replace existing vans that have reached the end of their useful life; and to continue the dispatch Transportation Hotline serving over 9,000 low-income individuals annually, plus direct operating costs associated with the vans to provide a projected 14,391 non-emergency medical related transportation trips, annually.	\$916,673	\$419,534	\$497,139	\$536,528	\$324,996	\$211,532	\$536,528	\$536,528	\$0
3	24.47	Board of Regents, Senior Outreach Services (SOS)	Sanford Center for Aging Transportation Services	Provide transportation for adults over 60 years old who are frail, homebound and low-income residents of Washoe County with limited access to other transportation options. Transportation will be provided by trained volunteers and a paid driver expanding the use of a currently owned vehicle. An estimated 4,800 trips, are projected annually.	\$157,908	\$36,316	\$121,592	\$101,800	\$31,043	\$70,757	\$101,800	\$101,800	\$0
4	23.97	Neighbor Network of Northern Nevada (N4)	N4 Connect	Development of a coordinated transit system software intended to incorporate Mobility as a Service (MaaS); User-side Subsidy (Capital) to provide approximately 482 vouchers to disabled individuals applied directly to a participant's Lyft account. The N4 Connect project will require extensive mobility management support for work within the project as well as for outreach and the development of Nevada's first statewide transit association. This project will provide an estimated 4,160 trips, annually.	\$629,040	\$302,428	\$326,612	\$373,424	\$240,900	\$132,524	\$373,424	\$373,424	\$0
					\$2,009,164			\$1,205,905	\$632,139	\$573,766		\$1,205,905	

Original project requests exceeded amount of funding available. The Selection Committee requested that RTC fund each project on a sliding scale within program requirements based on overall ranking.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.17

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Approve a Memorandum of Understanding with the State of Nevada Office of the Labor Commissioner for access to specified data in LCP Tracker.

BACKGROUND AND DISCUSSION

RTC currently utilizes LCP Tracker to inspect and maintain certain records, including certified payroll reports, of contractors, subcontractors, and workers employed on public works projects as required by Nevada Revised Statutes (NRS). The State of Nevada Office of the Labor Commissioner (OLC) has approached RTC requesting access to this electronic data as the OLC is responsible for the enforcement of the regulations governing public work projects and prevailing wage payments. This request seeks to improve efficiency of government operations and authorization will allow the OLC access to only data required in NRS or Nevada Administrative Code (NAC) including:

- NRS Section 338.070
- NRS Sections 338.010 through 338.090; and
- NAC Sections 338.092 through 338.100.

FISCAL IMPACT

There is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Memorandum of Understanding (MOU) between State of Nevada Office of the Labor Commissioner & Regional Transportation Commission of Washoe County

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director

SHANNON M. CHAMBERS
Labor Commissioner

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
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OFFICE OF THE LABOR COMMISSIONER
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Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
STATE OF NEVADA OFFICE OF THE LABOR COMMISSIONER
&**

PUBLIC/AWARDING BODY _____

This Agreement is made and entered into this ____ day of _____, 20__ , by and between the State of Nevada Office of the Labor Commissioner (hereinafter referred to as the "OLC"), and the public/awarding body _____ executing this Memorandum of Understanding (MOU). Together and collectively they shall be referred to herein as "the agencies" or "the parties".

PURPOSE OF MOU

The Office of the Labor Commissioner/Labor Commissioner is responsible for the enforcement of the laws and regulations governing Public Works Projects and the payment of the Prevailing Wage pursuant to Nevada Revised Statutes (NRS) 338.010 through 338.090, inclusive, and Nevada Administrative Code (NAC) 338.005 through 338.125, inclusive. The Office of the Labor Commissioner is also responsible for enforcing the "Powers and Duties" of the Office of the Labor Commissioner pursuant to NRS and NAC Chapter 607, and for the enforcement of "Wage and Hour Laws" pursuant to NRS and NAC Chapter 608.

NRS section 338.070 requires public/awarding bodies to inspect and maintain certain records of contractors and subcontractors and workers employed on public works projects. NAC sections 338.092 through 338.100 require certified payroll reports and the review of certified payroll reports on public works projects by the public/awarding bodies. Senate Bill 231 of the 80th Nevada Legislative Session (2019) required the Labor Commissioner to adopt regulations authorizing a contractor or subcontractor to file the copies of such records including, certified payroll reports, with the public/awarding body electronically.

<https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6381/Text>

On or around June 5, 2020, the Legislative Commission of the Nevada Legislature approved OLC Regulation Package LCB File NO. R018-18, setting forth the regulations for the filing of certified payroll reports and other public works records electronically.

Many, but not all public/awarding bodies, and many, but not all contractors and subcontractors, working on public works projects in the State of Nevada have contracted with LCP Tracker, Inc. (LCP Tracker) for electronic filing and reporting of the records and certified payroll reports required by NRS section 338.070 and NRS sections 338.010 through NRS 338.090 and NAC sections 338.092 through 338.100.

The OLC has also contracted with LCP Tracker, Inc. The OLC has contracted with LCP Tracker to utilize the data in LCP Tracker for Workforce Manager. Workforce Manager (WFM) is a software program owned by LCP Tracker. WFM compiles data about workers in the construction industry, including but not limited to, those workers in the State of Nevada employed on Nevada public works projects.

Through WFM, the OLC is seeking to report the data submitted and compiled on State of Nevada public works projects as required by NRS section 338.070 and NRS sections 338.010 through NRS 338.090, and NAC section 338.092 through 338.100.

The OLC is seeking a Memorandum of Understanding (MOU) with the public/awarding bodies that have contracted with LCP Tracker for the electronic filing and reporting of the records and certified payroll reports required by NRS section 338.070 and NRS sections 338.010 through 338.090, and NAC sections 338.092 through 338.100. The MOU will authorize the OLC to utilize the data required by NRS section 338.070 and NRS sections 338.010 through 338.090, and NAC sections 338.092 through 338.100, to compile data in WFM and report on that data.

The OLC will only utilize the data required by NRS section 338.070 and NRS sections 338.010 through 338.090, and NAC sections 338.092 through 338.100, in accordance with these provisions and in accordance with the contractual requirements of LCP Tracker and WFM as set forth in the contracts with the public/awarding body, and as set forth in the contract(s) with the OLC.

The agencies agree to these terms and the terms in this MOU.

The MOU is executed as of the _____ day of _____, 20 .

By Public/Awarding Body _____

By _____

Bill Thomas, AICP
Executive Director

&

This MOU is executed as of the _____ day of _____, 20 .
State of Nevada Office of the Labor Commissioner

By _____

Shannon M. Chambers
Labor Commissioner - State of Nevada



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.18

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Authorize the Executive Director to bind annual insurance coverage effective July 1, 2021, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust.

BACKGROUND AND DISCUSSION

The Nevada Public Agency Insurance Pool was formed in 1987 by Nevada public entities to provide a stable and consistent alternative to the commercial insurance markets. The pool provides property & casualty coverage as well as risk management, human resources and loss control services to its members. Membership in the pool includes counties, cities, school districts, special districts and towns. The pool is governed by a Board of Directors represented by members. NPAIP provides property/casualty coverage to a diverse group of more than 100 Nevada public entities.

NPAIP provides broad, manuscript property coverage with a maximum limit per loss of \$300,000,000. NPAIP also provides \$150,000,000 shared aggregate limits separately for Earthquake and Flood losses, subject to a \$25,000,000 aggregate sub-limit for flood losses in flood zone A. Property coverage will be subject to a deductible of \$25,000 per event, including for earthquake and flood losses. Coverage is also included for boiler & machinery (equipment breakdown) with a policy limit of \$100,000,000 per loss. Physical damage coverage is also included for scheduled vehicles both on and off-premises (does not include the Buses & Coaches).

NPAIP provides liability limits of \$10,000,000 each event/each member subject to a member annual aggregate liability limit of \$10,000,000 for Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts (Errors & Omissions) Liability. Coverage will be subject to a \$25,000 deductible per event/wrongful act.

NPAIP provides Cyber Risk Security coverage for \$3,000,000 for Privacy or Security Liability per event and in the aggregate for each member. Coverage has been updated to include \$100,000 for Security Failure/Privacy Event Management Coverage, \$250,000 in Network Interruption Coverage and \$50,000 for Proof of Loss Preparation Costs.

NPAIP also provides Environmental Liability with coverage for Third Party Claims for Bodily Injury, Property Damage or Remediation Expense, First Party Remediation Expense and Emergency Response Expense with each incident limit of \$2,000,000, subject to an annual aggregate limit of \$10,000,000 and \$25,000 deductible. Coverage is also included for Business Interruption with a limit of \$2,000,000 up to 365 days.

The total NPAIP renewal premium is increasing from \$234,069 to \$258,616, or approximately 10.5%. The increase is driven mainly by increases in premium rates and some increases in exposures.

The property & casualty insurance market continues to face challenges with respect to catastrophic losses, reduced investment income and the ongoing challenges of the COVID-19 pandemic. Catastrophic losses in 2020 included at least 19 events with at least \$1 billion in direct insured losses in the U.S and \$89 billion in insured catastrophic losses worldwide. This follows record and above average catastrophic losses in recent years.

The NPAIP negotiated directly with the underwriters to mitigate this year's rate increase as much as possible for its members.

The RTC RIDE contractor, Keolis Transit Services LLC, is responsible for automobile and general liability losses for the RTC RIDE system. The RTC ACCESS contractor, MTM LLC, is responsible for automobile and general liability losses for RTC ACCESS and RTC FlexRide. RTC still has responsibility for automobile/general liability for RTC support vehicles, RTC road programs, and RTC facilities.

Staff is recommending renewal of Crime Insurance with limits of \$5,000,000 for employee theft, forgery, computer fraud, funds transfer fraud, money orders and counterfeit currency fraud, and Fiduciary Liability with a limit of \$4,000,000. The deductible for employee theft and money & securities on-premises is \$500,000 to provide coverage excess of the limit provided by the NPAIP and \$25,000 for the other listed coverage. Coverage will include social engineering fraud with a limit of \$250,000 and \$50,000 deductible. The renewal premium for the Crime and Fiduciary Liability coverage is \$21,469.

RTC's Workers Compensation and Employer's Liability coverage is provided through the Public Agency Compensation Trust (PACT), which is a Nevada based insurance pool that was formed under Nevada's Interlocal Cooperation Act in 1996. PACT provides workers compensation, claims and risk management services to its Nevada government entity members.

The estimated proposed total cost of the insurance coverage is \$327,326. The total estimated cost represents an increase of \$20,524 or 6.7% when compared to the prior year's final renewal costs.

The RTC has maintained an agreement with the Reno office of USI Insurance Services LLC for the purpose of brokering insurance coverage as required for the effective operation of the RTC.

In concurrence with USI Insurance Services., staff recommends that the coverage be bound, effective July 1, 2021.

The broker's compensation for these renewals is a combination of negotiated commissions and fees and is included as part of the overall insurance cost. Last year, the broker's total compensation at renewal was \$36,821. This year, the broker's total estimated annual compensation at renewal will be \$34,914, a reduction of 5.2%. The broker continues to provide insurance services, risk management services and contract review services throughout the year as a component of the broker compensation.

Staff has always looked to protect the agency at the best possible price against catastrophic losses that have the potential to inhibit the agency's ability to continue providing the necessary transportation services for our community.

Staff believes this program accomplishes that goal.

FISCAL IMPACT

Funding for the insurance coverage is included in the RTC FY 2022 Budget.

PREVIOUS BOARD ACTION

The Commission authorized the Executive Director to bind annual insurance coverage effective July 1, 2020, at June 19, 2020, Board meeting.

ATTACHMENT

- A. Insurance Renewal Cost Recap

REGIONAL TRANSPORTATION COMMISSION
Attachment A. INSURANCE RENEWAL COST RECAP

Coverage	Renewal Limits	Renewal Deductibles	Renewal Insurer	2020/21 Premiums	2021/22 Premiums	\$ Variance	% Var.
Property Earthquake Flood Flood A/V Cyber Security Employee Theft Pollution Liability	\$300,000,000 per loss \$150,000,000* \$150,000,000* \$25,000,000*	\$25,000 \$25,000 \$25,000 \$25,000	Nevada Public Agency Insurance Pool (POOL)	\$234,069	\$258,616	\$24,547	10.5%
General Liability, Auto Liability, Employment Practices & Wrongful Acts Liability	\$10,000,000 per event \$10,000,000 aggregate	\$25,000	Nevada Public Agency Insurance Pool (POOL)	Included above	Included above	-	-
Workers Comp. Employer's Liability	Statutory Coverage \$2,000,000	N/A (Nil)	Public Agency Compensation Trust (PACT)	\$36,611^	\$34,741^	(\$1,870)	(5.1%)
Crime	Employee Theft: \$5M On Premises: \$5M Other Coverages: \$5M Social Engineering: \$250k	\$500,000 \$500,000 \$25,000 \$50,000	Federal Ins. Co. (Chubb)	\$12,394	\$12,007	\$1,545	12.5%
Fiduciary Liability	Limit: \$4,000,000	N/A (Nil)	Federal Ins. Co. (Chubb)	\$8,228	\$9,462	\$1,234	15%
USI Broker Fee (Risk Management, Loss Control & Contract Review)				\$15,500	\$12,500	(\$3,000)	(19.4%)
Total Annual Insurance Cost				\$306,802	\$327,326	\$20,524	6.7%

* Shared, Annual Aggregate Limits

^ Estimated & Auditable Premium



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 4.19

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2021.

BACKGROUND AND DISCUSSION

The log (Attachment A) lists the items that were donated as outlined in RTC Management Policy P-58 effective January 1 through June 30, 2021. The Board requested that it be notified quarterly of any asset donations. The attached document details last two quarters' donations made to charity or other government agencies. Staff feels the donations are appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corp.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away preloaded with Linux to underprivileged children in Northern Nevada.

ComputerCorps is a 501(c)(3) Non-Profit Organization that provides access to computers, training to underserved families, and is dedicated to helping provide job opportunities to individuals in the community while eliminating eWaste in our nation's landfills.

FISCAL IMPACT

There is no cost in connection with this agenda item.

PREVIOUS BOARD ACTION

The Board amended RTC Management Policy P-58 in October 2018 to allow for donation of unusable or obsolete assets. The Board directed staff to present a quarterly list of all donations.

ATTACHMENT

- A. Asset Donation Log

ASSET DONATION LOG - JAN 1 - JUN 30 2021

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
	WORKSTATION			
1	DELL OPTIPLEX 9010	RENO HOST LIONS CLUB	OBSOLETE	(1)
8	DELL OPTIPLEX 9020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL OPTIPLEX 990	COMPUTERCORPS	OBSOLETE	(1)
	LAPTOP			
1	DELL E6500	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL XPS MXG061	RENO HOST LIONS CLUB	OBSOLETE	(1)
5	DELL LATITUDE 6440	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL PRECISION M6700	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL PRECISION T1700	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL LATITUDE E7440	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL XPS	COMPUTERCORPS	OBSOLETE	(1)
1	DELL LATITUDE E6440	COMPUTERCORPS	OBSOLETE	(1)
1	DELL VOSTRO 3700	COMPUTERCORPS	OBSOLETE	(1)
1	DELL VOSTRO 3750	COMPUTERCORPS	OBSOLETE	(1)
1	DELL INSPIRON 600M	COMPUTERCORPS	OBSOLETE	(1)
1	TWINHEAD DURABOOK	COMPUTERCORPS	OBSOLETE	(1)
	PRINTERS			
1	HP PRINTERX576DW	COMPUTERCORPS	OBSOLETE	(1)
1	FARGO DTC 4000	COMPUTERCORPS	OBSOLETE	(1)
1	HP LASERJET 1020	COMPUTERCORPS	OBSOLETE	(1)
1	HP LASERJET 1200	COMPUTERCORPS	OBSOLETE	(1)
	SERVERS			
1	DELL POWEREDGE R530	COMPUTERCORPS	OBSOLETE	(1)
1	DELL POWEREDGE R420	COMPUTERCORPS	OBSOLETE	(1)

(1) Expensed when purchased; date of purchase not tracked
 IT supplies/equipment replacement schedule is 5 years
 Printers are not replaced until broken or not cost effective



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 18, 2021

AGENDA ITEM 5.1

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a report regarding RTC's Construction Projects for Calendar Year 2021.

BACKGROUND AND DISCUSSION

The RTC Street and Highway program has a number of projects being constructed this calendar year. A report will be presented providing the Board details regarding current construction projects.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

PREVIOUS BOARD ACTION

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



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: June 18, 2021

AGENDA ITEM 5.2

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a presentation regarding RTC's Traffic Signal Timing Program.

BACKGROUND AND DISCUSSION

The RTC Traffic Signal Timing program has been an on-going program working with local agencies and UNR to optimize and update all traffic signal timing in the Truckee Meadows. The program utilizes a three-year cycle to maintain and adjust timing to reflect the changes in traffic growth, demand and traffic movement prioritization. A presentation will be shown providing the Board details regarding process, progress and improvements done in the program.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

PREVIOUS BOARD ACTION

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



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: June 18, 2021

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: June 18, 2021

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: June 18, 2021

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*