



LOCATION:

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

DATE August 16, 2019
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. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

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

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

SPECIAL RECOGNITIONS:

- Recognition of the RTC by the Hot August Nights (HAN) organization for support and partnership to provide the community transit service to the HAN events
- Recognition of the RTC by Reno Food Systems for support and partnership to provide the community transit service to the Reno Garlic Fest

1. APPROVAL OF AGENDA (For Possible Action)

2. PUBLIC INPUT

- 2.1 Public Input - *please read paragraph II near the top of this page*
- 2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the July 19, 2019, meeting (*For Possible Action*)

Engineering

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)

Public Transportation/Operations

- 3.3 Acknowledge receipt of the monthly Public Transportation/Operations Report (*For Possible Action*)

Planning

- 3.4 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 3.5 Approve the following projects for the Federal Fiscal Year 2019 Transportation Alternatives (TA) Set-Aside Program as recommended by the Technical Advisory Committee and Citizens Multimodal Advisory Committee (CMAC):
 - Regional Traffic Calming: \$34,000 each for Washoe County, City of Sparks and City of Reno (\$102,000 total)
 - Bus Stop ADA Signage & Markers for Visually Impaired Customers: \$34,000 for RTC Transit

Administration

- 3.6 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*

Procurement and Contracts

- 3.7 Approve the purchase of fifteen (15) CNG paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 in the amount of \$2,165,937 *(For Possible Action)*
- 3.8 Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. in an amount not to exceed \$199,984 for consulting services on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.9 Approve the revised Section 5310 grant agreement with Neighbor Network of Northern Nevada (N4) in the amount of \$221,403; authorize RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.10 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Wood Rodgers, Inc. for engineering services during construction related to the Reno Consolidated 19-02 - North Hills Boulevard, and Hunter Lake Drive Intersection Project in the amount of \$54,445 for a new not to exceed amount of \$538,550; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.11 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional final design and construction services related to utility work on 15th and C Street and increased grind/overlay quantities on El Rancho for the Sparks Consolidated 19-01 - 15th Street, Franklin Way, Hulda Court, and El Rancho Drive Project, in the amount of \$27,962 for a new not to exceed amount of \$420,943; authorize the RTC Executive Director to execute the Amendment *(For Possible Action)*
- 3.12 Approve a Professional Services Agreement (PSA) with Lumos & Associates, Inc. ("Lumos") to provide design services and optional engineering during construction for the Golden Valley Road Rehab – Yorkshire Drive to North Virginia Street Project in an amount not to exceed \$266,685; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.13 Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. to provide design services and optional engineering during construction for the Lakeside Drive Rehab Project in an amount not to exceed \$561,260; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.14 Approve an Administrative Settlement of \$125,000 above the just compensation of \$1,375,000 representing a total settlement offer of \$1,500,000 for the full fee simple acquisition of the parcel known as APN 007-183-11 with Bajwa Properties, LLC – Co-Ed Lodge Series, necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project *(For Possible Action)*

- 3.15 Approve an Administrative Settlement of \$105,000 above the just compensation of \$1,215,000 representing a total settlement offer of \$1,320,000 for the full fee simple acquisition of the parcel known as APN 007-183-12 with Ross Rentals, LTD., necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project *(For Possible Action)*
- 3.16 Approve Amendment #2 to the service agreement with Trane US Inc. to provide heating, ventilation and air conditioning (HVAC) preventive maintenance services in an amount not to exceed \$16,549; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*

Inter-Agency Agreements

- 3.17 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the inclusion of requested enhancements to Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project. Funding for the enhancements to be provided by the City of Reno in an amount not to exceed \$222,600; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

~END OF CONSENT AGENDA~

4. DIRECTOR REPORTS

- 4.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 4.2 **FEDERAL REPORT** - *no action required*
- 4.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

5. METROPOLITAN PLANNING ORGANIZATION (MPO)

- 5.1 Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly – *no action required*
- 5.2 Receive a presentation on the NDOT US 395 North Valleys Improvement Project – *no action required*

6. ENGINEERING

- 6.1 Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report *(For Possible Action)*
- 6.2 Acknowledge receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report *(For Possible Action)*

7. GENERAL ADMINISTRATION

- 7.1 Set Executive Director Lee Gibson's goals for fiscal year 2020 *(For Possible Action)*
- 7.2 **Legal Issues** - Report, discussion and **possible action** and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

8. PUBLIC INPUT - *please read paragraph 11 near the top of this page*

9. MEMBER ITEMS

10. ADJOURNMENT*(For Possible Action)*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

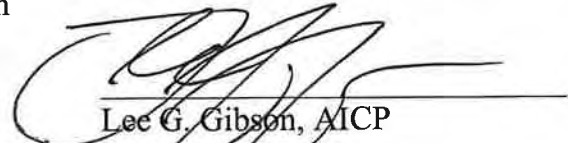
AGENDA ITEM 2.2

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: August 2019 Advisory Committees Summary Report

RECOMMENDATION

Accept the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

SUMMARY

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) and is comprised of 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) that 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.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

The following describes key actions and comments received from the RTC advisory committees.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on August 7, 2019, and received reports on the University Area Multimodal Transportation Study and the initial effort for the RTC Project Prioritization Framework, which has been developed to establish a data-driven process for prioritizing the implementation of projects in the Regional Transportation Plan (RTP). It is anticipated that this process will be presented to the RTC Board at their September meeting. Per the request of the RTC Board at their July 19, 2019, meeting, the draft minutes to the July 10, 2019, CMAC have been provided as an attachment to this item.

Technical Advisory Committee (TAC)

The TAC met on August 7, 2019, and received reports on the University Area Multimodal Transportation Study and the RTC Project Prioritization Framework. Per the request of the RTC Board at their July 19, 2019, meeting, the draft minutes to the July 10, 2019, TAC have been provided as an attachment to this item.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in July or August.

Attachments

**REGIONAL TRANSPORTATION COMMISSION
CITIZENS MULTIMODAL ADVISORY COMMITTEE
Meeting Minutes**

Wednesday, July 10, 2019

CMAC Members Present

Laura Azzam
Genevieve Parker
Molly O'Brien
Paul Malikowski
Chair, Jeff Bonano
Scot A. Munns

Sigurd Jaunarajs
Vince Harris
Rudy Leon
Suraj P. Verma
Harvey Katz

CMAC Members Absent

Majima Mayuko
Mark Tadder

Chun (Alan) Chao
Vice-Chair Dora Uchel

RTC Staff

Dan Doenges
Rebecca Kapuler
Ed Park
Deborah Hollis

Mark Maloney
Michael Dulude

CMAC Guest

Jillian Keller, Reno Bike Project

Scott Carey, RSIC

The Citizens Multimodal Advisory Committee (CMAC) met in the RTC 1st Floor Conference Room, 1105 Terminal Way, Reno, Nevada. The meeting was called to order at 5:31 p.m. by the Chair, Jeff Bonano.

ITEM 1. APPROVAL OF AGENDA

The agenda was approved as submitted.

ITEM 2. PUBLIC COMMENT

Scott Carey provided public comment as a Sparks resident and RTC RIDE transit user. He stated that he has concerns with the proposed service change to RTC RIDE Routes 25 and 26, as well as the proposed microtransit service. He would like to see Route 25 preserved as it provides service to several community institutions, such as the hospital. He is concerned that once route is eliminated, it wont ever be reinstated. He would like to see microtransit explored in areas were there is currently not existing service.

ITEM 3. APPROVAL OF THE JUNE 5, 2019 MEETING MINUTES

The minutes of the CMAC meeting June 5, 2019, were approved as corrected.

ITEM 4. ELECTION OF CHAIR AND VICE-CHAIR FOR FISCAL YEAR 2020

The Policies Governing the Citizens Multimodal Advisory Committee (CMAC) state that elections for Chair and Vice-Chair will be held annually at the July meeting. The newly elected Chair Molly O'Brien will serve a one-year term. The newly elected Vice-Chair is Jeff Bonano.

ITEM 5. RECOMMEND PRIORITIZATION AND APPROVAL OF THE FFY 2019 TA SET-ASIDE PROGRAM PROJECTS

Rebecca Kapuler, RTC Planner briefed the committee on the RTC Federal Fiscal Year 2019 TA Set-Aside Program Projects. The two applicants gave a brief project description of the TA Set-Aside Program Projects. Discussion and recommendations followed on the program projects.

Harvey Katz made a motion to recommend prioritization and approval of the FFY 2019 TA Set-Aside Program Projects.

Sigurd Jaunarajs seconded.

The motion carried unanimously.

ITEM 6. ACKNOWLEDGE RECEIPT OF REPORT ON THE RTC AFFORDABLE HOUSING STUDY

Dan Doenges, RTC Planning Manager briefed the committee on the RTC Affordable Housing Study. A copy of the PowerPoint presentation is on file at the RTC Metropolitan Planning Department. A discussion continued on the development sites which, will be presented to the RTC Board at their July meeting.

Sigurd Jaunarajs made a motion to acknowledged receipt of report on the RTC Affordable Housing Study.

Suraj P. Verma seconded.

The motion carried unanimously.

ITEM 7. ACKNOWLEDGE RECEIPT OF REPORT AND PROVIDE A RECOMMENDATION FOR FALL 2019 RTC RIDE SERVICE ADJUSTMENT REPORT, SCHEDULED FOR NOVEMBER 2, 2019, INCLUDING CHANGES TO ROUTE 9, THE SIERRA SPIRIT/CREATION OF ROUTE 999, AND IMPLEMENTATION OF THE RTC FLEXRIDE MICROTRANSIT SIX MONTH DEMONSTRATION PROJECT

Michael Dulude, RTC Transit Planner/Scheduler gave a presentation on the reports and service adjustments report, including changes to route 9, the Sierra Spirit/Creation of Route 999, and implementation of the RTC Flexride Microtransit six month demonstration project. A copy of the PowerPoint presentation is on file at the RTC Metropolitan Planning Department. A guest had questions on the RTC RIDE route services and RTC ACCESS services and the changes. Michael Dulude, RTC Transit Planner/Scheduler stated the dispatch department controls the pick up and returns for their services currently and also with the new RTC RIDE service adjustments and changes to the routes and with utilizing the new Microtransit.

Harvey Katz asked about new service changes around the hospitals and Michael Dulude, RTC Transit Planner/Scheduler stated the am and pm peak changes were made. A discussion continued regarding the providers of the new Microtransit service and he discussed the expected changes to the routes. A committee member made a recommendation to take route 9 through Walmart. A committee member stated UNR has no funding for buses on their campus at night.

Vice-Chair, Jeff Bonano recommended Spanish Springs to be considered as a service area for Microtransit. Michael Dulude, RTC Transit Planner/Scheduler and Ed Park, RTC Transit Planner stated it is an area for future consideration and also explained the potential cost of fixed route service expansion.

Scott Carey asked if the RTC TAC approved the Item 7. at their meeting. Michael Dulude, RTC Transit Planner/Scheduler and Mark Maloney, RTC Director of Public Transportation and Operations stated yes and also at their RTC TAC and RTC CMAC March meetings.

Harvey Katz made a motion to acknowledged the receipt of report and provide a recommendation for fall 2019, RTC RIDE service adjustment report, scheduled for November 2, 2019, including changes to Route 9, the Sierra Spirit/Creation of Route 999, and implementation of the RTC Flexride Microtransit six month demonstration Project.

Genevieve Parker seconded.

The motion carried unanimously.

ITEM 8. RECOMMEND APPROVAL OF THE VISION ZERO TRUCKEE MEADOWS ACTION PLAN AND SUBMISSION OF AN APPLICATION TO BECOME A NATIONALLY RECOGNIZED VISION ZERO COMMUNITY

Rebecca Kapuler, RTC Planner gave a presentation on the Vision Zero Truckee Meadows Action Plan and submission of an application to become a nationally recognized Vision Zero Community. A copy of the PowerPoint presentation is on file at the RTC Metropolitan Planning Department. A discussion on the task force Vision Zero Truckee Meadows Action Plan and submission of an application to become a nationally recognized Vision Zero Community continued.

Harvey Katz made a motion to recommend approval of the Vision Zero Truckee Meadows Action Plan and submission of an application to become a nationally recognized Vision Zero Community.

Vice Chair, Jeff Bonano seconded.

The motion carried unanimously.

ITEM 9. REPORTS

There was no discussion on the reports.

ITEM 10. MEMBER ANNOUNCEMENTS/AGENDA ITEMS FOR FUTURE CMAC MEETINGS

Genevieve Parker announced her resignation from the CMAC.

ITEM 11. RTC/RIDE/ACCESS STAFF ITEMS

Dan Doenges, RTC Planning Manager thanked Genevieve for her service on the CMAC and an introduction was made for the new members. A discussion continued on the vacancies to the CMAC.

ITEM 12. PUBLIC COMMENT

There were no comments given.

ITEM 13. ADJOURNMENT

The meeting adjourned at 7:34 p.m.

**REGIONAL TRANSPORTATION COMMISSION
TECHNICAL ADVISORY COMMITTEE**

Meeting Minutes

Wednesday, July 10, 2019

Attendees

Daniel Inouye	Washoe County Health District-Air Quality Management Division
Mitchell Fink	Washoe County Community Services
Chair, Kelly Mullin	Washoe County Community Services
Kurt Dietrich	City of Reno, Public Works
Arlo Stockham	City of Reno Community Development
Chris Tolley	Truckee Meadows Regional Planning Agency
Scott Carey	Reno-Sparks Indian Colony
Vice-Chair, Amber Sosa	City of Sparks, Engineering Services
Armando Ornelas	City of Sparks, Community Development
Graham Dollarhide,	Nevada Department of Transportation
Mike Boster	Washoe County School District
Tara Smaltz	Nevada Department of Transportation
Gary Probert	Reno-Tahoe Airport Authority

RTC Staff

Amy Cummings	Dan Doenges
Mark Maloney	Michael Dulude
Rebecca Kapuler	Scott Miklos
Ed Park	Stephanie Haddock
Deborah Hollis	Gina Hammond

Guests

Julee Olander, WC

The Committee met in the First Floor Conference Room, 1105 Terminal Way, Reno, Nevada. The meeting was called to order at 9:00 a.m. by the Chair, Kelly Mullin.

ITEM 1. APPROVAL OF AGENDA

The agenda was approved as submitted.

ITEM 2. PUBLIC COMMENT

There were no public comments.

ITEM 3. APPROVAL OF THE JUNE 5, 2019 MEETING MINUTES

The minutes of the TAC meeting June 5, 2019, meeting minutes were approved as corrected.

ITEM 4. ELECTION OF OFFICERS FOR FISCAL YEAR 2020

The Policies Governing the Technical Advisory Committee (TAC) state that the Chair shall be elected from the three local governments on a rotating basis. The term of office for Chair and Vice Chair shall be one year, effective after elections occur. The Vice Chair Amber Sosa, City of Sparks shall become the Chair and the representative from the City of Reno Arlo Stockham, as the Vice Chair.

Armando Ornelas made a motion to elect the Chair and Vice Chair for fiscal year 2020.

Scott Carey seconded.

The motion carried unanimously.

ITEM 5. RECOMMEND PRIORITIZATION AND APPROVAL OF THE FFY 2019 TA SET-ASIDE PROGRAM PROJECTS

Rebecca Kapuler, RTC Planner briefed the committee on the RTC Federal Fiscal Year (FFY) 2019 Transportation Alternatives (TA) Set-Aside Program Projects. The TAC representatives from the City of Reno, City of Sparks and Washoe County gave a description of the TA Set-Aside Program Projects. Ed Park briefed the committee on a proposed program to have plaquards placed at every bus stop to help identify them for those whom are vision impaired. A discussion followed.

Vice Chair, Arlo Stockham made a motion to recommend, FFY 2019 TA Set-Aside Program that available funds be split four ways, at \$34,000 each, amongst each of the project applicants.

Kelly Mullin seconded.

The motion carried unanimously.

ITEM 6. ACKNOWLEDGE RECEIPT OF REPORT ON THE RTC AFFORDABLE HOUSING STUDY

Amy Cummings, RTC Deputy Executive Director/Planning Director briefed the committee on the RTC Affordable Housing Study. A copy of the PowerPoint presentation is on file at the RTC

Metropolitan Planning Department. A discussion continued on the development sites which, will be presented to the RTC Board at their July meeting.

Daniel Inouye made a motion to acknowledge receipt of report on the RTC Affordable Housing Study.

Chris Tolley seconded.

The motion carried unanimously.

ITEM 7. ACKNOWLEDGE RECEIPT OF REPORT AND PROVIDE A RECOMMENDATION FOR FALL 2019 RTC RIDE SERVICE ADJUSTMENT REPORT, SCHEDULED FOR NOVEMBER 2, 2019, INCLUDING CHANGES TO ROUTE 9, THE SIERRA SPIRIT/CREATION OF ROUTE 999, AND IMPLEMENTATION OF THE RTC FLEXRIDE MICROTRANSIT SIX MONTH DEMONSTRATION PROJECT

Michael Dulude, RTC Transit Planner/Scheduler gave a presentation on the reports and service adjustments report, including changes to route 9, the Sierra Spirit/Creation of Route 999, and implementation of the RTC Flexride Microtransit six month demonstration project. A copy of the PowerPoint presentation is on file at the RTC Metropolitan Planning Department. A discussion continued on the service changes and adjustments.

Armando Ornelas stated that City of Sparks has implemented certain zoning requirements along fixed transit routes and that the proposed microtransit would be non-conforming.

Mark Maloney, RTC Director of Public Transportation and Operations stated that the proposed microtransit service is a 6-month demonstration project and that this type of service was not considered during the development of the City's land use plan. The proposed service would meet demand from a larger area than the current fixed route covers.

Amy Cummings, RTC Deputy Executive Director/Director of Planning stated that higher densities and mixed-use development have significant benefits for the community and that the current Regional Plan update is focusing more on livability and moving away from the TOD corridor concept.

Kelly Mullin asked if the RTC would follow up with the City of Sparks to provide updates on the microtransit pilot once service is underway and Mark Maloney, RTC Director of Public Transportation and Operations responded that they would.

Vice Chair, Arlo Stockham asked if RTC staff has met with City of Reno staff to discuss the proposed service changes. He requested that the RTC increase communication with City staff.

Chris Tolley asked how the microtransit catchment area was determined, and if the outcome of the service would be brought back to the TAC.

Michael Dulude, RTC Transit Planner/Scheduler said that RTC would bring back findings of the service and also stated that they looked at current fixed routes that were not performing well and modeled three different areas with the assistance of a vendor called TransLoc. Based on the model results, the proposed service area in Sparks was the most viable for a successful pilot.

Graham Dollarhide asked how the proposed service would impact paratransit and Mark Maloney, RTC Director of Public Transportation and Operations responded that it actually expands the existing paratransit service area and offers a much shorter scheduling period. He stated that the microtransit vehicles will be the same as the existing paratransit vehicles and that the drivers are the same as those that currently operate paratransit service.

In response to a statement regarding outreach, Mark Maloney, RTC Director of Public Transportation and Operations indicated that the upcoming July RTC Board meeting would be the third time this item will be before the Board. He stated that there were multiple public meetings and surveys administered and that this item was also before the RTC advisory committees in March.

A total of three separate motions were made for this agenda item. The first motion was made by Vice Chair, Arlo Stockham to acknowledge receipt of the report with a request that there would be advanced coordination with local governing agencies to provide final input on similar proposed RTC transit service changes in the future. The motion was seconded by Kelly Mullin. The motion passed unanimously.

The second motion was also made by Vice Chair, Arlo Stockham to recommend the proposed service changes to RTC Route 9 and the Sierra Spirit/creation of Route 999 with a request that RTC staff would meet with City of Reno staff prior to presenting this item to the RTC Board at their July meeting. The motion was seconded by Armando Ornelas and passed unanimously.

Chair, Amber Sosa made the final motion that there would not be a recommendation on the proposed changes to RTC RIDE Routes 25 and 26 and the RTC FLEXRIDE microtransit service. She followed up her motion stating that she had a concern that once a route is taken away that it would never be reestablished. Kelly Mullin made a suggestion to amend the motion to state that the TAC comments be provided to the Board when the minutes are finalized. Armando Ornelas made the amended motion and Vice Chair, Arlo Stockham seconded the motion. The motion passed unanimously.

ITEM 8. RECOMMEND APPROVAL OF THE VISION ZERO TRUCKEE MEADOWS ACTION PLAN AND SUBMISSION OF AN APPLICATION TO BECOME A NATIONALLY RECOGNIZED VISION ZERO COMMUNITY

Rebecca Kapuler, RTC Planner gave a presentation on the Vision Zero Truckee Meadows Action Plan and submission of an application to become a nationally recognized Vision Zero Community. A copy of the PowerPoint presentation is on file at the RTC Metropolitan Planning Department. There was no discussion.

Vice Chair Arlo Stockham made a motion to recommend approval of the Vision Zero Truckee Meadows Action Plan and submission of an application to become a nationally recognized Vision Zero Community.

Armando Ornelas seconded.

The motion carried unanimously.

ITEM 9. DEVELOPMENT UPDATES

Armando Ornelas, Vice Chair, Arlo Stockham and Kelly Mullin gave updates for the City of Sparks, City of Reno and Washoe County developments that are underway.

ITEM 10. MEMBER ITEMS

Kurt Dietrich and Arlo Stockham gave an update for the City of Reno construction projects.

Gary Probert, RTAA gave an update for the RTAA runway project which is underway.

Chair, Amber Sosa, City of Sparks gave an update for the City of Sparks construction projects.

Mitchell Fink, WC gave an update for Washoe County construction projects underway.

Daniel Inouye, WCHD-AQ commented on the displaced UNR students needing transportation as a result of the UNR dorm explosion.

Chris Tolley, TMRPA gave an update on the continued TMRPA plan updates.

Mike Boster, WCSD gave an update for WCSD's new elementary schools currently under construction.

Scott Carey, RSIC introduced an intern for RSIC and gave an update on a letter of support for the BUILD grant.

ITEM 11. AGENDA ITEMS FOR FUTURE TAC MEETINGS

There were no items given.

ITEM 12. RTC STAFF ITEMS

Scott Miklos, RTC Trip Reduction Specialist gave an update on Smart Trips App.

ITEM 13. PUBLIC COMMENT

There were no comments given.

ITEM 14. ADJOURNMENT

The meeting adjourned at 11:03 a.m.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

July 19, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Oscar Delgado, Reno City Council Member (arrived at 9:19)
Ron Smith, Sparks City Council Member**

**Lee G. Gibson, RTC Executive Director
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

Vaughn Hartung, Washoe County Commissioner

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

Recognition of Sparks' Mayor Ron Smith's 70th Birthday

Happy Birthday was sung to Mayor Smith and cake was offered to everyone in the room following the meeting.

Item 1 APPROVAL OF AGENDA

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

Item 2.1 PUBLIC INPUT

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

Ms. Cathy Brandhorst, local resident, spoke on matters of importance to herself.

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

Item 2.2 *ADVISORY COMMITTEES SUMMARY REPORT*

This item was pulled pending comments by the RTC's Technical Advisory Committee being provided to the commissioners.

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion unanimously carried, Chairman Lucey ordered that Item 2.2 be postponed until comments (meeting minutes) could be provided.

Items 3.1 thru 3.14 CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the June 20, 2019, meeting (*For Possible Action*)**

Engineering

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**

Public Transportation/Operations

- 3.3 Acknowledge receipt of the monthly Public Transportation/Operations Report (*For Possible Action*)**

Planning

- 3.4 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)**
3.5 Approve a resolution endorsing the Vision Zero Truckee Meadows (VZTM) Action Plan and submittal of an application for recognition as a Vision Zero Community (*For Possible Action*)

Administration

- 3.6 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
3.7 Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2019 (*For Possible Action*)

Procurement and Contracts

- 3.8 Approve a Professional Services Agreement (PSA) with Wood Rodgers, Inc. to provide design services and optional engineering during construction for the Greg Street Rehab Project in an amount not to exceed \$405,308; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**

Chairman Lucey that he had a request to speak form on this item so opened the meeting to public input and called on Ms. Cathy Brandhorst, local resident, who spoke on matters of importance to herself.

- 3.9 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Nichols Consulting Engineers for additional StreetSaver Support Tasks of the 2017-2019 Pavement Condition Index Data Collection Project in the amount of \$22,000 for a new not to exceed amount of \$312,601; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)**

- 3.10 Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. to provide design services and optional engineering during construction for the Prater Way Rehab Project in an amount not to exceed \$757,823; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.11 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Lumos and Associates in the amount of \$110,160 for additional services required for the application and permitting process associated with the Truckee River Shared Use Path project; authorize the RTC Executive Director to execute the Amendment (*For Possible Action*)
- 3.12 Approve an amendment to the Professional Services Agreement (PSA) with Headway Transportation, Inc. for consulting services on the Bicycle & Pedestrian Counts and Analysis in an amount not to exceed \$60,700; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

Inter-Agency Agreements

- 3.13 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of a monitoring well in accordance with direction from the Nevada Division of Environmental Protection in an amount not to exceed \$16,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.14 Approve the RTC's use of the State of Nevada contract for Verizon Wireless in the amount of \$50,180 to provide Wi-Fi service for the RTC RIDE fixed-route and microtransit demonstration project (*For Possible Action*)

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.14 be approved.

Item 4.1 PUBLIC HEARING

- 4.1 Approve the Fall 2019 RTC RIDE Service Adjustment, scheduled for Nov. 2, 2019, including changes to Route 9, the Sierra Spirit/creation of temporary Route 999, and implementation of the RTC FlexRIDE microtransit six month demonstration project

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, addressed the Board to present and review the proposed changes and their benefits, including implementation of the RTC FlexRIDE microtransit demonstration project. He then explained in further detail how the FlexRIDE service will work, where the service will run and the use of a smartphone app for on-demand rides in the assigned service area. Customers may also request a ride via a phone call or online. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

The following major service adjustments currently recommended for the November 2, 2019, service change include:

- Implementation of the Microtransit Pilot Project in northeast “downtown” Sparks currently served by Route 25 and 26.

- Reconfiguring Route 25 which will combine the current Route 25 (service to Reed High School) with the Route 26 (service to Northern Nevada Medical Center); the reconfigured Route 25 will use the current outbound line of route and end in a loop at Howard Drive, East Lincoln Way, McCarran Boulevard, Prater Way, back to the current inbound line of route.
- Expansion of the reconfigured Route 25 to add the Reed High School Tripper Service before the morning bell and following the afternoon bell, weekdays only.
- Reconfiguration of Route 9 – connecting the Lincoln Line with the Virginia Line, and extending to the south end of Kietzke Lane.
- Creation of temporary Route 999 and elimination of the Sierra Spirit.
- Continuation of timetable adjustments to continue improving travel times and on-time performance.

Mayor Smith asked if he is a regular rider of Route 25 which is temporarily being reconfigured, but he needs to be picked up at the Northern Nevada Medical Center (NNMC), will the microtransit still show up without calling them.

Mr. Maloney said in that particular example, both the NNMC and Centennial Plaza will be the hubs for the microtransit line and should stop in those two locations approximately four times per hour. Riders can also request a pick-up using the app or via telephone.

Mayor Smith said that after the six month trial run of the microtransit, he would like to see the bus routes reinstated automatically. At that time, staff should bring the pros and cons and rider sentiment of the trial service for the Board to review and discuss, and potentially, make a decision on the next steps.

Mr. Maloney suggested that staff provide an update after three months as well.

Mayor Smith believes microtransit might be a good option for Spanish Springs service and Mr. Maloney responded that staff is already considering it as a potential option for that area.

Mayor Smith has a concern about passengers being confused and expressed the strong need for marketing and education of this new type of service. Mr. Maloney concurred.

Vice Chair Jardon asked if the Lemmon Valley microtransit trial will begin immediately following the Sparks trial.

Mr. Maloney said that is correct as long as everything goes well in the first trial and in the end, staff will end up with a full 12 months of data to review.

Vice Chair Jardon then asked how the range for microtransit was determined.

Mr. Maloney replied that the RTC hired a company called Transloc who provides the software and the modeling to make that determination.

Chairman Lucey expressed concerns about this demonstration project taking place in an area that is already being served by transit instead of out to Spanish Springs or somewhere that doesn't currently have any transit at all.

Mr. Maloney responded that half of the demonstration area is not currently served by transit and has a very similar demographic to Spanish Springs. Also, the current routes 25 and 26 are poor performers for this area so this will give those residents an opportunity for better service. If the demonstration project is successful here, it should be successful in those outlying areas as well.

Chairman Lucey believes the existing routes should not be discontinued at McCarran and should go a bit further.

Mr. Maloney said that ridership drops drastically after that McCarran stop, which is why that decision was made.

Mayor Smith asked what the furthest north area is that he could have the microtransit pick him up.

Mr. Maloney said it would be up to Baring and the neighborhood above that. The ADA area will also be expanded to cover this additional area.

Chairman Lucey said that he would like to see the number of miles taken away from 25 and 26 and to have those miles of service expanded into areas that are not currently covered. He does not want any service to be taken away during this demonstration.

This item being a public hearing, Chairman Lucey opened the meeting to public input and called on anyone wishing to speak.

Mr. Scott Cary, local resident, addressed the Board and first thanked the RTC staff for looking into other options for transit. He then said that he had been skeptical of this program and had made those comments at the CMAC meeting, so he was disappointed that none of those minutes were included in the board packet materials. He is also concerned about the loss of service to other lines such as the new Lincoln Line and added that it is tough for residents to understand this new change to transit.

Ms. Bonnie Weber, representing the Reno City Council, Ward 4, addressed the Board to express concern that the North Valleys High School has never had transit service that she's aware of.

Mr. Maloney said that the high school will be served with microtransit.

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

Vice Chair Jardon commented that Las Vegas had recently launched a similar program and asked if there is anything staff at RTC can learn from their program.

Mr. Maloney said he has put the question out there but hasn't heard anything yet.

The Vice Chair also applauded staff and everyone involved for coming up with creative ideas for transit while keeping the agency fiscally sound.

Chairman Lucey requested immediate outreach of some kind to the businesses in the microtransit area to let their employees know about the program and how to access it during this trial period. Outreach is crucial.

On motion of Vice Chair Jardon, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that the Fall 2019 RTC RIDE Service Adjustment, scheduled for Nov. 2, 2019, including changes to Route 9, the Sierra Spirit/creation of temporary Route 999, and implementation of the RTC FlexRIDE microtransit six month demonstration project be approved with the modifications identified.

Item 5.1 thru 5.3 DIRECTOR REPORTS

5.1 RTC Executive Director Report

Executive Director (E.D.) Lee Gibson spoke briefly on the following topics, some of which were upcoming at the time of this meeting:

- The RTC works to seek new ways to encourage new transit riders and increase our ridership numbers. We have three free transit ride opportunities for upcoming special events.

On Saturday, July 20th, RTC will provide free rides on Route 15 to the Reno Garlic Fest from the Reno Sparks Livestock Events Center to Pat Baker Park from 3:30 pm to 8:30 pm. The free rides are offered only to the public using the park-and-ride lot at the livestock events center.

On Saturday, July 27th, all day we are offering free rides on RTC transit services to the Northern Nevada PRIDE Festival and Parade in Downtown Reno.

During Hot August Nights, RTC will be offering free rides on the RAPID service, the Virginia and Lincoln Lines, starting on Wednesday, August 7th through Saturday, August 10th from 5:30 pm to 12:30 am; and all day on Sunday, August 11th.

Information is available at www.rtcwashoe.com and RTC social media channels. You can also go to the special event websites.

In addition to supporting these community events, providing this limited free service also helps to introduce RTC transit to new customers to increase ridership. Moreover, we have established new partnerships with the organizers of these special events.

These events are promoted through the Don't Drive, Arrive program to promote alternative modes of transportation such as using transit, biking, walking, or carpooling to special events. The Don't Drive, Arrive program was developed through a partnership with the City of Sparks and the City of Reno.

- UNR and TMCC students, faculty and staff have a new, free transit option as of July 1st. Their campus ID can now be used as a transit pass called a U-PASS for UNR and an ED-PASS for TMCC.

This transit pass enables the university and community college community to ride RTC fixed-route transit services free by using their campus-issued ID cards. This new program will provide an alternative mode of transportation during the semester in which students are registered, as well as providing an increase in transit ridership and a reduction congestion and parking hassles around the campuses. More information about the program at the upcoming Board transit workshop.

- The RTC is recruiting for members for the Citizens Multimodal Advisory Committee. The CMAC provides input to the RTC on issues relative to public transportation, the regional street and highway system, and multimodal transportation planning in the region.

Meetings are held the first Wednesday of the month from 5:30pm to 7pm. Interested individuals can go to www.rtcwashoe.com to complete a membership application and learn more about the Citizens Multimodal Advisory Committee

Chairman Lucey that he had a request to speak form on this item so opened the meeting to public input and called on Mr. Jeromy Manke, a local resident, who thanked the RTC for offering free transit for the Northern Nevada Pride Celebration on July 27th.

5.2 RTC Federal Report

A written update is available in the staff report materials for this item and E.D. Gibson.

5.3 NDOT Director Report

NDOT Director Kristina Swallow gave a brief update on the Spaghetti Bowl project, saying that the procurement process had to be changed to a Design/Build procurement to reduce the risk and expedite the project. Earlier in the year under the Design/Bid/Build procurement process, there were three submittals, one of which was deemed non-responsive and the remaining two were deemed not cost effective. The project is moving forward beginning with utility relocations in early 2020, immediately followed by the full development of the project.

Vice Chair Jardon said that this project has been the single, number one priority in the region for years and she is frustrated and concerned that changing the procurement process in this construction environment might not bring the costs down. In the meantime, tragedies will

continue to occur during this delay. She would like to know at the next meeting more specifically what “moving forward” means.

Director Swallow responded that construction will begin next year, beginning with utility relocations and will, hopefully, merge into one continuous project visually even though it will be let as two projects. She offered her commitment that this project will be advanced as fast as possible.

Chairman Lucey agreed with Vice Chair Jardon, saying that the common perception in the region is that once again, Northern Nevada project funding is getting passed over for Southern Nevada projects. He then asked if this delay will affect the North Valleys project.

Director Swallow responded that a fully agendaized item will be on the next RTC agenda so that a complete update may be provided.

The Chairman added his concern about the rising construction costs while this project is delayed.

Item 6.1 PUBLIC TRANSPORTATION AND OPERATIONS

6.1 Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance progress report update for the RTC RIDE Service (For Possible Action)

Mr. Mark Maloney addressed the Board to introduce Mr. Abul Hassan, General Manager for Keolis. He then began his presentation, stressing that there was a three month transition period from M/V to Keolis and that both companies did a great job of making it as seamless as possible. *(A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com)*

Mr. Hassan said their goal was to make sure that riders could be guaranteed of their transportation from day one. He went on to say that on July 1st, after several weeks, there were no missed pull-outs and they were at 90% on-time performance after hiring 18-20 bus operators who were figuring out their routes, etc. Keolis is fully committed to their passengers and focuses on 99% reliability, including everything from staff accountability, the bus wash system, bus operators, and everyone else. He added that the drivers are the face of both Keolis and the RTC and their employees are treated well, even with the small acknowledgements like just thanking them or even having a cook-out for them. Keolis will have continuous meetings with the RTC so everyone is equally knowledgeable as they move forward.

Mr. Maloney added that in order to ensure the reliability promised, Keolis has had a standby bus since day one in case an incident happens and needs to be taken out of service.

Vice Chair Jardon thanked both of them and said she has not received any complaint emails which is a good sign. She also credited Keolis for the handling of the “ex-driver” event by communicating quickly, meeting with the media quickly and coming up with a comprehensive, expanded security approach. She said she thought the whole thing was very well done.

Chairman Lucey asked for some sort of mitigation plan to be brought to the Board on how to address down-time or any other events, especially in the winter.

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the update report be acknowledged.

Item 7.1 ENGINEERING

7.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a presentation update on the project. He said that work between Plumb and Mt. Rose Street on the east side of the road should be complete and ready for traffic by the end of the month. After that is completed, work will begin on the west side of that portion of the project. Side streets in the northern part of the project are also underway with new sidewalks and gutter work. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

He then highlighted the continued outreach and events for the project and the hours the public can access the on-site project trailer. A weekly video is also being produced with up-to-date information on the project construction and expected traffic interruptions. Mr. Wilbrecht thanked Lauren Ball, RTC Public Information Officer, for her great work on the videos.

Vice Chair Jardon asked if there has been much foot traffic at the project trailer.

Mr. Wilbrecht said there has not been as much foot traffic as anticipated.

The Vice Chair would like information brought to a future meeting on whether resources at the trailer could be better utilized elsewhere on the project.

Chairman Lucey agreed with the Vice Chair and said he would rather pay for media to highlight the new and existing businesses to the public rather than paying people to sit in a project trailer that isn't being very effective.

The Vice Chair said that the RTC cannot advertise for any specific business but the area as a whole can be. Businesses are concerned that the public will pick up and move to another location and not return to the Midtown area.

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the update report be acknowledged.

Item 8.1 METROPOLITAN PLANNING ORGANIZATION

8.1 Acknowledge receipt of a report on the RTC Affordable Housing Study; provide direction accordingly (*For Possible Action*)

Ms. Amy Cummings, RTC Deputy Executive Director, addressed the Board to give a presentation and seek input on the RTC Affordable Housing Study. She first said affordable housing is most beneficial when it is close to existing transit stops. She then suggested the following options for participation:

1. RTC could take a look at the parcels that are currently owned to see if there is a viable affordable housing use for them.
2. Identify whether there are opportunities for the RTC to participate through a joint development project with the Federal Transit Administration (FTA). That would include a capital investment of FTA funds that RTC would make, which could be done jointly with private development.
3. Identify vacant sites that are near transit that RTC or partners in the affordable housing community think would be great locations for affordable housing.

Ms. Cummings then provided more detail on how FTA funds could be made available for this use and a few ways the RTC could participate in this type of joint development. She also reviewed several parcel sites the RTC has already looked into for potential affordable housing use. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

Mayor Smith does not want to limit RTC parcel use to affordable housing only. He believes that any business that has an interest should have an opportunity to make an offer for purchase. He added that if property is sold for an affordable housing project, it will still take another ten years to obtain all the permits and conditioning to get the project built.

Vice Chair Jardon said RTC does a great job with roads and transit, and asked if we really want to get involved in housing and construction. Does the RTC have the expertise and the bandwidth to take something like this on?

E.D. Gibson suggested that the RTC have a discussion with FTA to get more information on the question and the requirements of joint development. He added that the Vice Chair is correct, this is not the RTC's area of expertise, and isn't sure if developing property is allowed under NRS, so would like to explore what procurement alternatives are for developing and retaining a master developer. Procedures need to be developed internally as to how to dispose of the property, as the new statute does not go into effect until October 1st, so he would like to come back to the Board in two or three months to provide an update.

Chairman Lucey said that some of the larger parcels owned by the RTC that are not good for this type of development could possibly be considered for a land swap somewhere that is closer to a

transit line or future stations, such as in the North Valleys, Spanish Springs, etc. It does not necessarily have to go toward affordable housing either.

Commissioner Delgado would like a wider breadth of what “affordable housing” looks like to be considered for any potential development.

Vice Chair Jardon suggested that the public could also make suggestions on how to use some of the parcels in the same manner they did for the City of Reno for the future use of City Center.

Chairman Lucey also suggested working with places such as the Food Bank of Northern Nevada for their suggestions on helping to fix the “food deserts” in the area.

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged with the direction provided.

Items 9.1 thru 9.2 GENERAL ADMINISTRATION

9.1 Review Executive Director Lee Gibson’s performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2019 Goals and adjust compensation accordingly - *Continued from June 20, 2019 (For Possible Action)*

Ms. Angela Reich, RTC Administrative Services Director, reviewed the responsibilities of the commissioners to review and rate E.D. Gibson’s performance near the end of RTC’s fiscal year. This includes discussion of performance, award of an annual salary increase and a performance bonus of up to 5% of his current base pay. Any salary increase would be retroactive to July 1, 2019.

Chairman Lucey said that they were given an extensive presentation the previous month and had asked for information on the average increase for employees. The average was 5.18% for all other employees. He believes E.D. Gibson has done a good job and the RTC is a leading agency in the region and the best planning organization. The previous year, E.D. Gibson was given a 2.5% salary increase and a 3% bonus. He added that any salary increase received directly affects PERS but the bonus amount does not. He also asked for confirmation that no employee of the RTC receives a cost of living increase (COLA). Ms. Reich confirmed.

Chairman Lucey then made a motion, seconded by Mayor Smith, that Lee Gibson, RTC Executive Director, be given a 2% salary increase (retroactive to July 1, 2019) and a 3% bonus.

On discussion, Vice Chair Jardon asked for confirmation that the 2.5% salary increase is PERS eligible and is compounding but the 3% bonus is not PERS eligible and is not compounding. Ms. Reich confirmed.

The Vice Chair then said that because the average employee increase was 5.18%, all of which is PERS eligible and is compounding, the Executive Director is actually getting a smaller increase than staff, then asked if that is correct. Ms. Reich confirmed.

Vice Chair Jardon said she is on-board.

Upon a vote, the motion for Lee Gibson, RTC Executive Director, to be given a 2% salary increase (retroactive to July 1, 2019) and a 3% bonus carried unanimously.

9.2 Legal Issues - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

Legal Counsel Dale Ferguson updated the Board on legal matters pertaining to a property acquisition matter for the 4th/Prater Project. He thanked RTC staff for their assistance and Brian Stewart, RTC Engineering Director, for his participation in the trial.

Item 10 PUBLIC INPUT

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

Mr. Carlos Elizondo, local resident, addressed the Board to say that the buses are either not on time or they all stop at the same time, one right after another, on Virginia Street. He also complained that some of the seats have stains and that the grab bar at the exit is loose on some of the buses.

Ms. Cathy Brandhorst, local resident, spoke on matters of importance to herself.

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

Item 11 MEMBER ITEMS

There were no member items.

Item 12 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:13 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

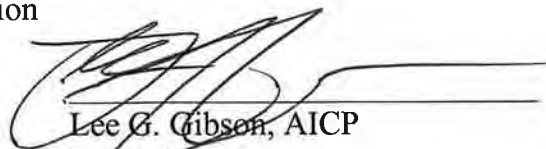
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

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, including the Americans with Disabilities Act (ADA). The Professional Services Agreement (PSA) was awarded to CA Group, Inc. earlier this year and the design is proceeding on the first phase of the project. It is anticipated that the construction of the first phase will begin later this year. A progress report presentation will be given on this project for August.

Center Street Cycle Track Project

Headway Transportation was determined to be the most highly qualified firm. Task 1 of the scope of services is for additional Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9th Street. After the results are presented, we will move forward with the other tasks of the original scope of work or as adjusted to better fit the purpose of this project.

Keystone Avenue at California Avenue

The final design builds upon Alternative F as identified in the Keystone Avenue Corridor Study. Anticipated improvements include the re-alignment of the Keystone and California intersection, lane reconfigurations, pavement section reconstruction, sidewalk, curb and gutter, new PROWAG compliant pedestrian sidewalks and ramps and other incidentals necessary for the final design of this facility. Sierra Nevada Construction Company was awarded the contract and construction began on June 10, 2019. The project is on track to be substantially complete before Reno High School resumes on August 12, 2019. Work completed as of the last week of July included final paving.

Mill Street (I-580 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 have been addressed. Preliminary design is complete and 90% plan comments have been received from the agencies. The Project will be split into three phases based on the estimated cost of construction. Phase 1 will be on the south side of Mill Street from Terminal to Rock Boulevard, Phase 2 will be on the south side of Mill Street from Rock to McCarran, and Phase 3 will include the north side of Mill Street from Terminal to McCarran. Right-of-Way impacts have been identified and the Right-of-Way process for Phase 1 is beginning. It is anticipated the three phases will be constructed consecutively over a 5-year timeframe.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B advertised with construction scheduled for summer 2019.

Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. Jacobs Engineering Group, Inc. was selected as the most highly qualified consultant to provide preliminary engineering for the project. Contingent upon successful negotiations, a Professional Services Agreement (PSA) will be presented at a future RTC Board Meeting for approval.

North Valleys Improvements

Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. Bids opened on May 9, 2019, with Sierra Nevada Construction awarded the contract. Signal pole foundations have been placed and work is progressing.

Package 3B is currently at 90% design. 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. Construction of this package is tentatively scheduled for late summer of 2019.

Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite and taken over maintenance responsibilities. The irrigation issues have been resolved and the Plant Establishment period ended on July 31, 2019. Final project closeout activities are underway. A dedication plaque to Senator Debbie Smith as a champion of the project including the multi-use path will be installed very soon at the project site.

Traffic Engineering (TE) Spot 7 Project

The TE Spot 7 project construction is complete.

The TE Spot 7 project included a new traffic signal at the intersection of Prater Way and Lillard Drive.

The scope of the TE Spot 7 project also included:

Remove Pedestrian Scramble

Victorian at 11th & 14th

Battery backup systems

Sparks Blvd. at Springland/O'Callahan

New signal cabinet, detection loops and battery backup system

Prater at Howard (new cabinet and remove split phase)

Prater at Pullman

Prater at Vista

Vista at Whitewood

Virginia at 9th

South Meadows at I-580 southbound off ramp (add cabinet to west intersection)

Mill at Wells (add loops north and south legs)

Replace old video detection system

Pyramid at Golden View

Mt Rose at Wedge

South Meadows at Double R

Longley at Maestro

Longley at Patriot

Virginia at Grove

Install Flashing Yellow Arrow (FYA)

Mill at I580 SB on- ramp westbound to southbound left turn

Mill at I580 NB on- ramp westbound to northbound left turn

Traffic Signal Coordination 5 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2018, 92 intersections were re-timed. For 2019, nine corridors, roughly 230 intersections, will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the

clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

Process for signal retiming

1. Collect traffic & signal data
2. Input timings into model and evaluate existing signal timing & develop new timing.
3. Implement timing in the field
4. Fine-tune timing
5. Conduct before-after studies

Completed Corridors (241 signals as of June 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4th Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7th Ave
15. Sparks Isolated Intersections (33 Signals) – Various Signals
16. Prater Way – Galletti Way to 15th St (6 Signals)
17. Damonte Ranch/Steamboat – (4 Signals)
18. South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing Implementation Mid-June

Progress as of Mid-June 2019

- Sutro St (9 Signals) – New Timing implementation/fine-tune mid-August
- S. Virginia St (19 Signals) – New Timing under design
- E. McCarran Blvd (12 Signals) – Data Collection Initiated

Traffic Engineering (TE) Spot 8 – Package 1 Project

The project is currently under design with 90% plans. Invitation for bids is scheduled for August 2019 with construction to begin shortly after.

The scope of this project includes:

Flashing Yellow Arrow – East/West

Keystone Avenue at 7th Street
East Lincoln Way at Marina Gateway Drive
Mill Street at Kirman Avenue

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

Mae Anne Avenue at Coit Plaza
Oddie Boulevard at I-80 Ramps (both sides)
Wells Avenue at I-80 Ramps (both sides)
Wells Avenue at 6th Street

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project opened bids on June 5, 2019, and Titan Electric is the apparent low bidder. A pre-construction meeting was held on July 24, 2019. Construction is anticipated to start in early fall 2019.

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7th Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Traffic study with potential improvement to southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard.

Traffic Engineering (TE) Spot 9 – Package 2 Project

The project includes various traffic updates throughout the Reno/Incline area:

- Traffic signal cabinet and camera upgrades at various intersections in the Reno area;
- New traffic signal at the intersection of Rock Boulevard/Edison Way; and a
- 4th Street/Mesa/Woodland intersection study for future improvements.

CORRIDOR IMPROVEMENT PROJECTS

4th Street/Prater Way Bus Rapid Transit (BRT) Project (Evans Avenue to Pyramid Way)

Construction is complete. Traffic Signal Prioritization (TSP) for the Lincoln Line RAPID Buses is operational.

Arlington Bridges at Truckee River

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 are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

A feasibility and alternatives analysis has initiated to determine options for the rehabilitation or replacement of the two Arlington Avenue Bridges to ensure continued public safety, to meet the needs of the community, and to provide the necessary flood conveyance for the Truckee River. This feasibility study will analyze the pedestrian access to the park and river, identify design and environmental constraints including traffic and flooding, and develop specific bridge concepts and aesthetic themes. To assist with the development and review of alternatives and concepts, the RTC will be conducting agency, stakeholder, and public outreach through one-on-one and at community public meetings.

Virginia Street RAPID Extension

A detailed monthly progress report will be given on this project for August. Additional information can be viewed at: <http://virginiastreetproject.com/>

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. The existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about 2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

Thirty percent design plans have been reviewed and work continues on the environmental documentation that is required for the project including a 408 permit that is required.

Pyramid Highway and US 395 Connection

Signature of the ROD by FHWA was received on December 7, 2018. In accordance with the EIS and the RTC's RTP, design and construction of the project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs. The RTC and NDOT are finalizing an agreement for design of Phase 1 of the project that includes capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. The agreement will be submitted to the RTC Board for approval. Additionally in July, the RTC with support from NDOT, completed and submitted a BUILD Grant application to the Department of Transportation seeking up to \$25 million for construction of Phase 1.

Oddie Boulevard/Wells Avenue Improvement Project

Thirty percent (30%) design plan comments from the cities of Reno and Sparks have been received. Meetings with city staff have been held to discuss the proposed “raised cycle track” maintenance challenges. City of Reno staff will present raised cycle track, lightning, fencing, and landscape alternatives at the Reno City Council Meeting.

Sun Valley Boulevard Corridor Improvement Project

Thirty percent (30%) design for the Washoe County section between 7th Avenue and Highland Ranch Parkway was submitted at the end of June 2019. Inadequate drainage systems to handle existing storm water flow is presenting project challenges along the NDOT portion of this project between El Rancho and 7th Avenue. Discussion for a possible partnership with NDOT and Washoe County is occurring in order to address existing the drainage issues and the project design. Maintenance of the proposed new facilities may also present challenges to Washoe County, NDOT, and Sun Valley General Improvement District (GID).

PAVEMENT PRESERVATION PROJECTS

2018 Preventive Maintenance (Various Locations)

The 2018 Preventive Maintenance Program was suspended last fall, but construction has resumed and will continue through the summer. Sierra Nevada Construction Company is the construction contractor for this project.

2019 Preventive Maintenance (Various Locations)

Bids were received in March and the project was awarded to Sierra Nevada Construction Company. Construction activities started with patching and crack sealing in June. Micro surfacing is now underway and anticipated to be complete before November.



Clean Water Way

The project was complete on July 31, 2019.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. To begin design a Professional Services Agreement with Lumos & Associates, Inc. is under consideration for RTC Board approval.

Greg Street Rehab Project

The project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad Tracks. To begin design, a Professional Services Agreement was awarded to Wood Rodgers, Inc. on July 19, 2019.

Lakeside Drive Rehab Project

The project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek to McCarran Boulevard. Eastern Sierra Engineering is the consultant for Design and Engineering During Construction. Construction is scheduled for early June 2020 with a scheduled completion the middle of August 2020.

Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for Design and Engineering During Construction. Construction is scheduled to start in March 2020 with a scheduled completion of August 2020.

Reno Consolidated 19-01- Sutro Street, 1st Street, Lake Street, and State Street Project

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. Bid were opened for this project on July 19, 2019. The construction contract has been awarded to the lowest responsive bidder, Sierra Nevada Construction, Inc. Construction will start on August 12, 2019, and continue through November 2019.

Reno Consolidated 19-02 – North Hills Boulevard and Hunter Lake Drive Project

The project advertised for construction on June 10, 2019, and bids were opened on July 1, 2019. Construction started at the end of July and will be complete by the end of October 2019. Q&D Construction was awarded the construction contract on July 10, 2019.

Reno Consolidated 19-03 – Sierra Highlands Drive, Colbert Drive, Hammill Lane, Ralston Street, and Ohm Place Project

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. The project advertised on June 6, 2019, and bids opened June 27, 2019. Sierra Nevada Construction was awarded the construction contract on June 28, 2019. Construction started August 5, 2019, on Ralston Street and Ohm Place.

Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court, and El Rancho Sidewalk Project

The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. Construction began on July 10, 2019, and will continue through October 2019. Spanish Springs Construction is the contractor.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Virginia Street BRT Extension	Bajwa Properties, LLC - Capri Series	\$10,950.00	\$0
Virginia Street BRT Extension	Bajwa Properties, LLC – Silver Dollar Series	\$14,045.00	\$1,560.00
Virginia Street BRT Extension	Bajwa Properties, LLC – Series 841 N. Virginia	\$9,396.00	\$1,046.00
Virginia Street BRT Extension	Rachel G. and Peter G. Hartsough et al	\$1,000.00	\$0
Virginia Street BRT Extension	50 West Liberty DE LLC & Redbird Reno Liberty DE LLC	\$29,120.00	\$0

CONTRACTS UNDER \$50,000

None

ENGINEERING ON-CALL WORK ASSIGNMENTS

Attachment A summarizes the work assignments on the engineering pre-qualified on-call lists. Engineering Department consultant assignments are reported after Board approval of the professional services agreement with each firm.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

On Call Consultant Summary

Civil Engineering Design and Construction Management Services			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
7/19/2019	Wood Rodgers, Inc.	Greg Street Rehab Project	\$405,308
7/19/2019	Stantec Consulting, Inc.	Prater Way Rehab Project	\$757,823

Traffic Engineering Services			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Engineering Design and Construction Management Services**List valid through June 20, 2022**

Atkins North America, Inc.
 CA Group, Inc.
 Eastern Sierra Engineering, PC
 Jacobs Engineering Group, Inc.
 Lumos and Associates, Inc.
 Nichols Consulting Engineers, CHTD
 Stantec Consulting Services, Inc.
 Wood Rodgers, Inc.

Traffic Engineering Services - Categories**List valid through April 19, 2022**

Traffic Engineering	I.T.S.
CA Group, Inc.	Atkins North America, Inc.
Headway Transportation, LLC	Headway Transportation, LLC
Kimley-Horn & Associates, Inc.	Kimley-Horn & Associates, Inc.
Slater Hanifan Group, Inc.	
Stantec, Inc.	



REGIONAL TRANSPORTATION COMMISSION

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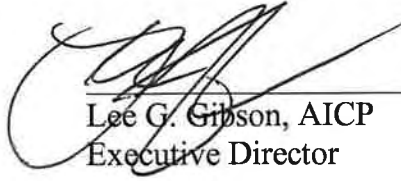
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and Operations



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS

RTC Qualifies for Energy Incentives- RTC received energy rebates and incentives for the following projects:

- Project ID #3001875096 4th Street / Villanova Electric Bus Charging Infrastructure (transformers and cabling) – Initial refund based on loads/ allowances of Kwh - energy used. \$90,437
- “Powershift” by NV Energy. NV Energy is providing charging infrastructure incentives for fleet operators who use electric vehicles. RTC submitted an application for five (5) Proterra PCS chargers and received \$15,000 each or \$75,000 total.
- RTC “NEW” rate. Electric Vehicle Commercial Charging Rider Time of Use Agreement – This new rate credits a demand rate discount (credits our demand charges) 100% in the first year. (90% in second, 80% third, etc.) Special off-peak periods and rate discounts are also available during the Electric Vehicle Recharge Rider (EVRR) period. Savings projected \$10k to \$20k in first year.



Don't Drive Arrive – to Hot August Nights Events - RTC provided free transportation on its RAPID Lincoln Line, Route 11, RAPID Virginia Line and Route 1 services on Wednesday, August 7 through Saturday, August 10, from 5:30 p.m. – 12:30 a.m. each day and all day on Sunday, August 11, in support of Hot August Nights. Don't Drive, Arrive! is a partnership between the RTC, the City of Reno and the City of Sparks.

Don't Drive Arrive – Free Ride to Pride - RTC provided free transportation on all regularly scheduled RTC transit services all day on Saturday, July 27 in support of Northern Nevada PRIDE Day. The RTC supports diversity in our community and Northern Nevada PRIDE's vision to build a safe and supportive community where people of all ages and backgrounds can come together.



Don't Drive Arrive – To Reno Garlic Fest - RTC provided free rides from the Reno-Sparks Livestock Events Center to Pat Baker Park on Saturday, July 20 for this year's Garlic Fest. Service ran every 15 minutes between Pat Baker Park, the Reno-Sparks Livestock Events Center and RTC's 4th Street Station via a special booster service for the event. Members of the public were able to park and ride from the Reno-Sparks Livestock Events Center and received a free 2-RIDE pass to go to the event and return to the park and ride location. Reno Garlic Fest is produced by Reno Food Systems and Be the Change Project and is sponsored by the City of Reno and Nevada Department of Agriculture.

RTC ACCESS Minivans Arrive – RTC took delivery of ten (10) accessible low floor Dodge Minivans. These vans will serve as a demonstration of a smaller vehicle that is nimble, easier to drive, more comfortable for passengers and has a manual fold out lift that is quicker and easier to deploy which should save time and enhance the customer experience.

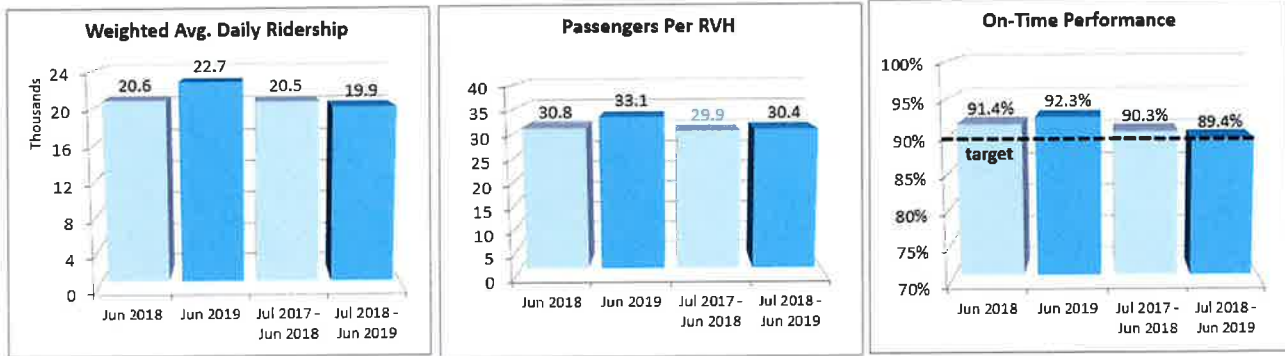


The purchase of these minivans is expected to result in lower operations and maintenance costs. The vehicles are expected to be in service beginning September 2019.

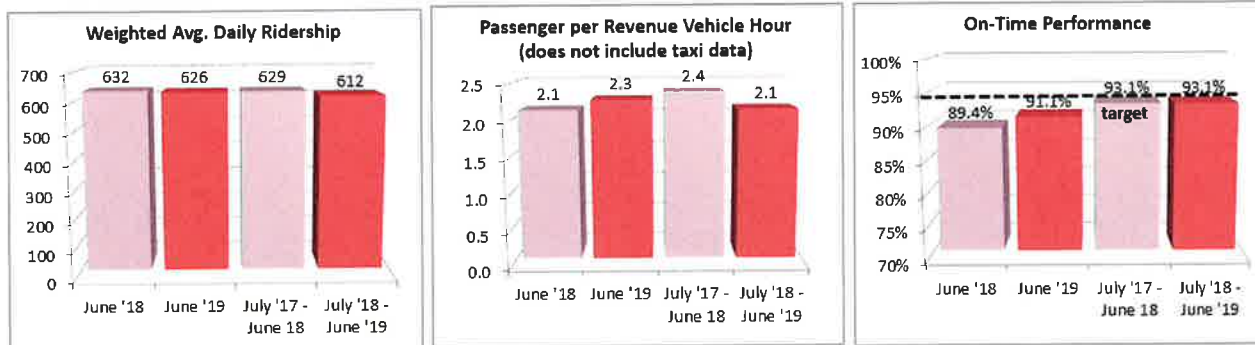
TRANSIT DEMAND MANAGEMENT (TDM) UPDATE -

- **Vanpools increased** from 176 to 181 with nearly 100 of those serving the Tahoe Reno Industrial Center (TRIC).
- Staff spent multiple days, onsite at UNR and TMCC passing out fliers to promote the new ED-Pass.
- Lunch-n-Learn outreach scheduled in September at the TRI Center to promote the new Smart Trips app and website.

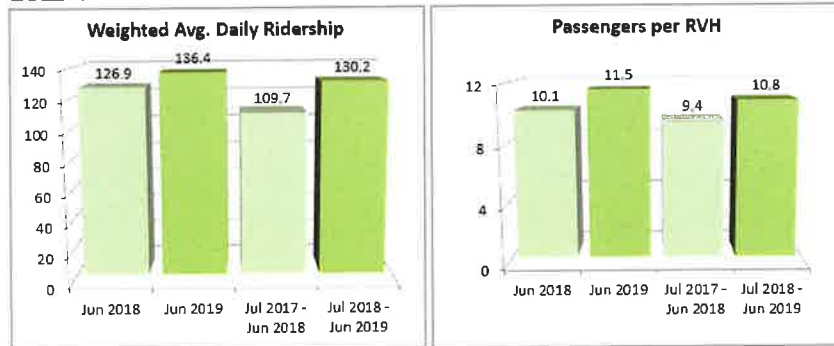
JUNE 2019 TRANSIT PERFORMANCE RTC RIDE



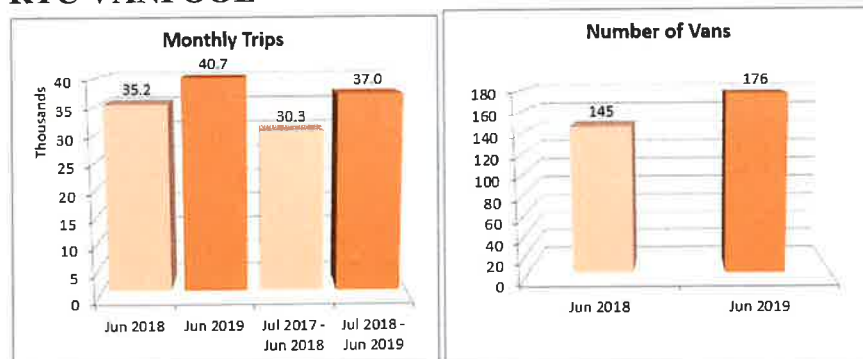
RTC ACCESS



TART



RTC VANPOOL



RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jun 2019	Percent Change	Jun 2018	Jul 2018 - Jun 2019	Percent Change	Jul 2017 - Jun 2018
Monthly Ridership	668,385	8.3%	617,221	7,730,988	4.4%	7,401,688
Weighted Avg. Daily Ridership	22,660	9.8%	20,638	19,900	-2.8%	20,467
Revenue Vehicle Hours (RVH)	20,195	0.6%	20,070	254,087	2.6%	247,580
Passengers Per RVH	33.1	7.6%	30.8	30.4	1.8%	29.9
Revenue Vehicle Miles (RVM)	223,962	-2.8%	230,318	2,814,069	-0.4%	2,825,080
Complaints Per 25,000 Trips	3.59	-29.1%	5.06	3.81	-9.4%	4.20
Accidents per 100,000 Miles	N/A*	-100.0%	3.91	N/A*	-100.0%	2.69
On-Time Performance ²	92.3%	1.0%	91.4%	89.4%	-1.1%	90.3%

Performance Indicator	May 2019	Percent Change	May 2018	Jun 2018 - May 2019	Percent Change	Jun 2017 - May 2018
Revenue	\$460,774	0.1%	\$460,278	\$5,226,549	-7.9%	\$5,673,387
Farebox Recovery Ratio	19.3%	8.2%	17.8%	18.9%	-13.6%	21.8%
Subsidy per Passenger	\$2.83	-15.4%	\$3.35	\$2.90	5.7%	\$2.74

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR and SIERRA SPIRIT

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

* - Data not available

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	June '19	Percent Change	June '18	July '18 - June '19	Percent Change	July '17 - June '18
Monthly Ridership	17,921	-11.3%	20,204	226,913	-9.8%	251,461
Weighted Avg. Daily Ridership	626	-0.9%	632	612	-2.7%	629
Revenue Vehicle Hours	7,924	-10.1%	8,819	102,290	7.7%	94,957
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.26	6.6%	2.12	2.13	-10.2%	2.37
Revenue Vehicle Miles (RVM)	139,470	4.3%	133,734	1,680,842	9.2%	1,538,702
Complaints per 1,000 Rides	0.50	-49.3%	0.99	0.60	-18.4%	0.74
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	-100.0%	1	1	-97.4%	38
Accidents per 100,000 Miles	0.00	0.0%	0.00	0.64	-9.4%	0.71
On-Time Performance (does not include taxi data)	91.1%	1.9%	89.4%	93.1%	-0.1%	93.1%
Taxi On-Time Performance	0.0%	-100.0%	100.0%	51.8%	-45.8%	95.6%
Performance Indicator	Mar '19	Percent Change	Mar '18	July '18 - Mar '19	Percent Change	July '17 - Mar '18
Revenue*	\$185,548	12.1%	\$165,465	\$1,578,574	7.2%	\$1,472,719
Farebox Recovery Ratio*	24.23%	14.29%	21.20%	24.61%	13.57%	21.67%
Subsidy per Passenger*	\$20.34	1.0%	\$20.13	\$19.22	-6.4%	\$20.53

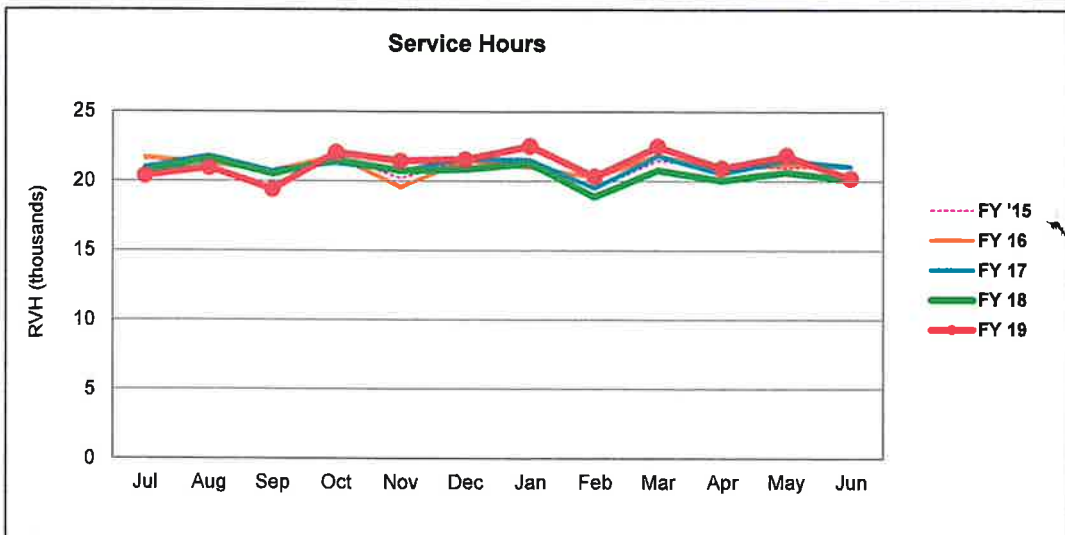
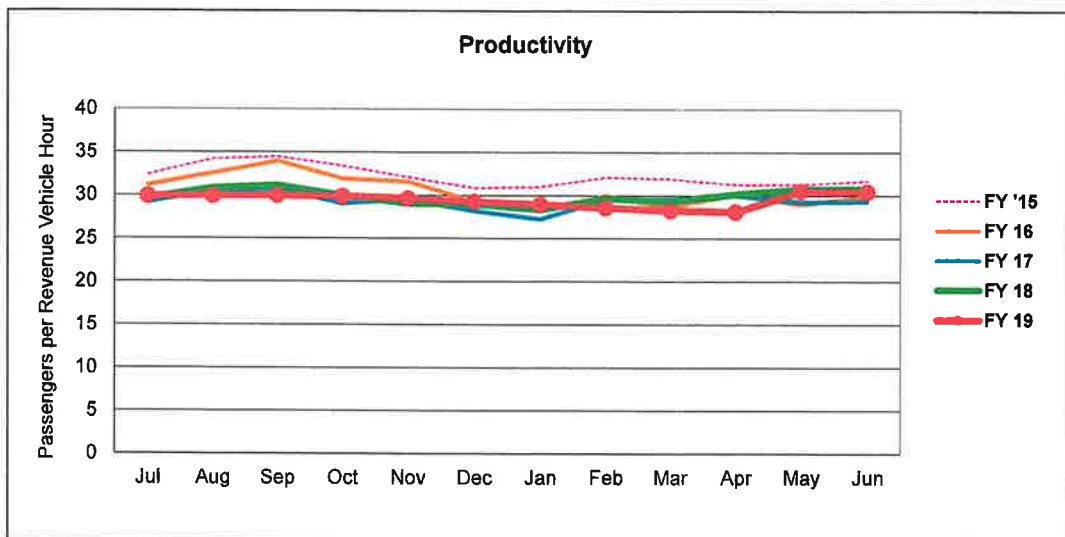
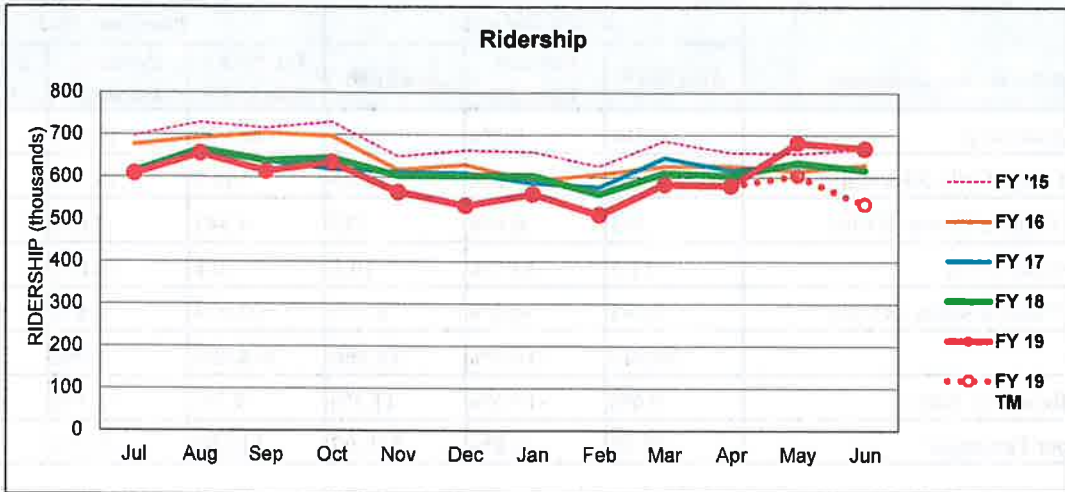
*March 2019 data is the latest available.

TART Performance Statistics

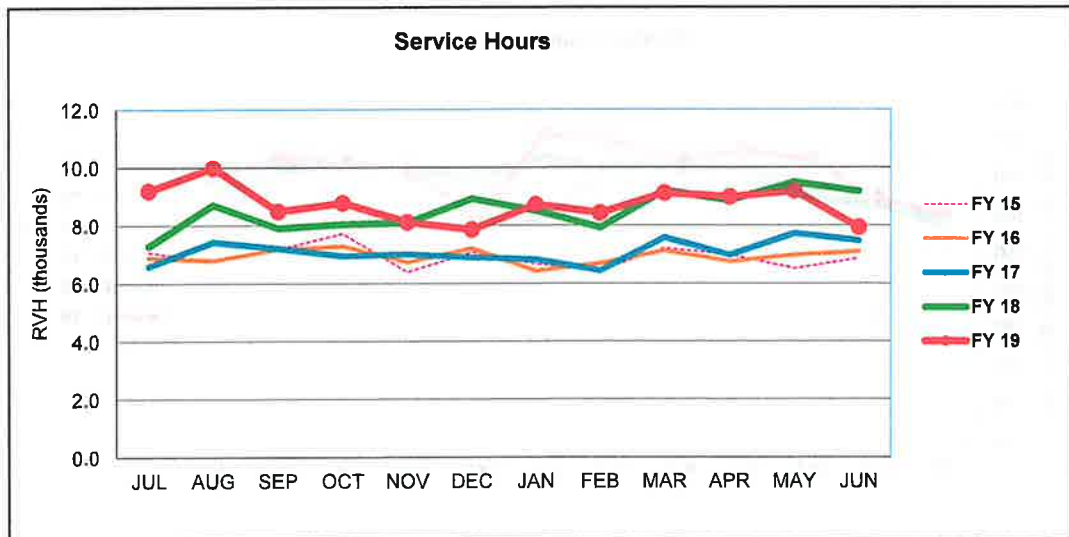
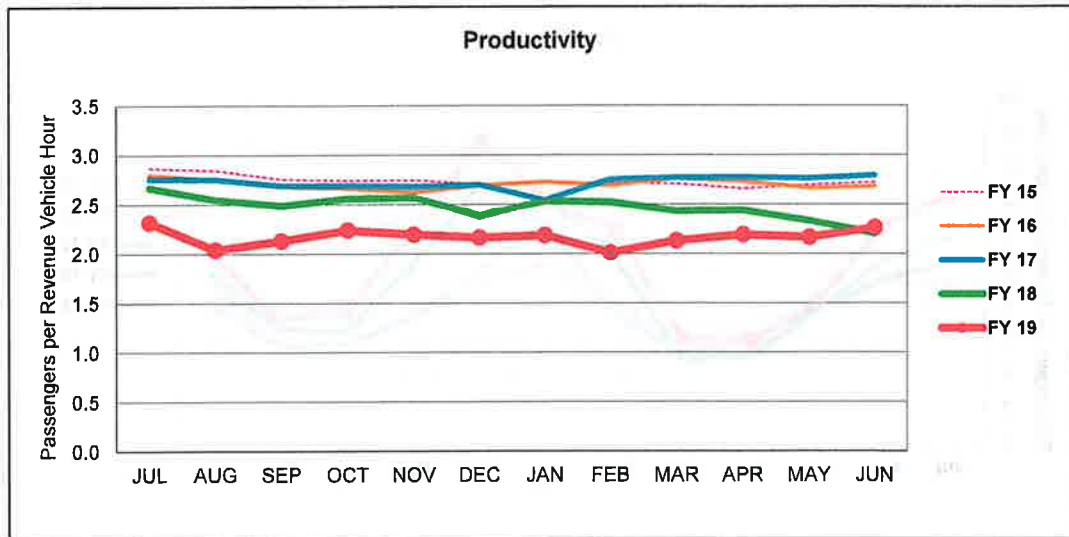
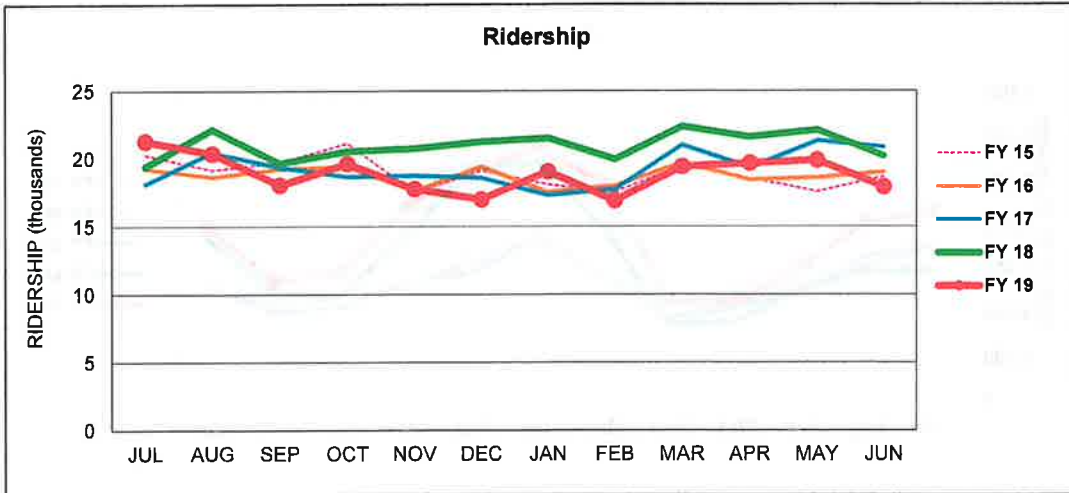
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jun 2019	Percent Change	Jun 2018	Jul 2018 - Jun 2019	Percent Change	Jul 2017 - Jun 2018
Monthly Ridership	4,061	6.8%	3,801	46,907	17.6%	39,894
Weighted Avg. Daily Ridership	136.4	7.5%	126.9	130.2	18.7%	109.7
Revenue Vehicle Hours (RVH)	353	-6.0%	375	4,341	2.6%	4,231
Passengers per RVH	11.5	13.7%	10.1	10.8	14.6%	9.4
Revenue Vehicle Miles (RVM)	7,685	-6.0%	8,175	92,974	0.8%	92,247
Revenue	\$4,043	-16.9%	\$4,866	\$48,400	4.5%	\$46,305
Farebox Recovery Ratio	9.6%	-15.0%	11.3%	9.3%	-2.1%	9.5%
Subsidy per Passenger	\$9.39	-6.8%	\$10.07	\$10.04	-9.0%	\$11.04



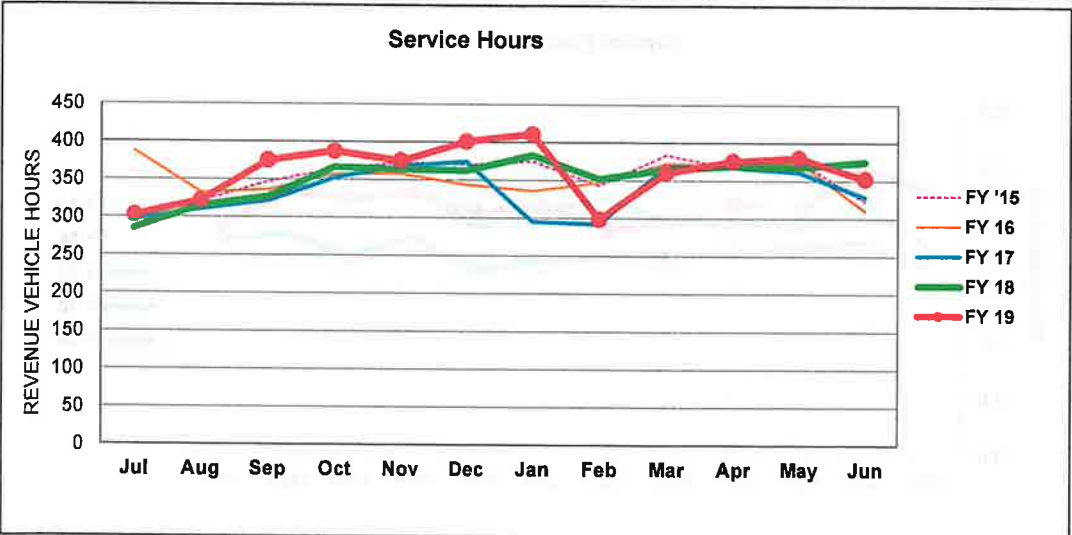
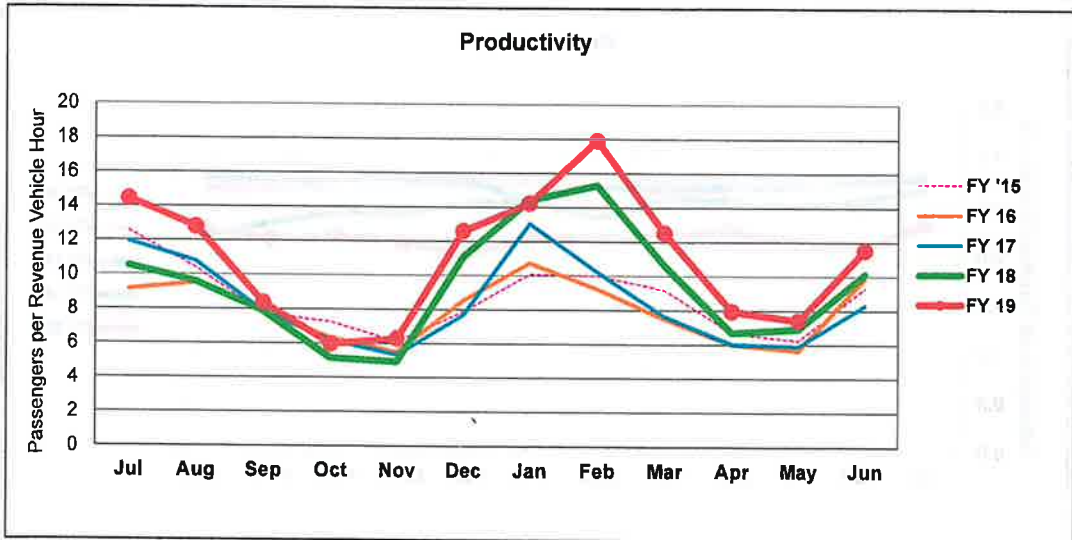
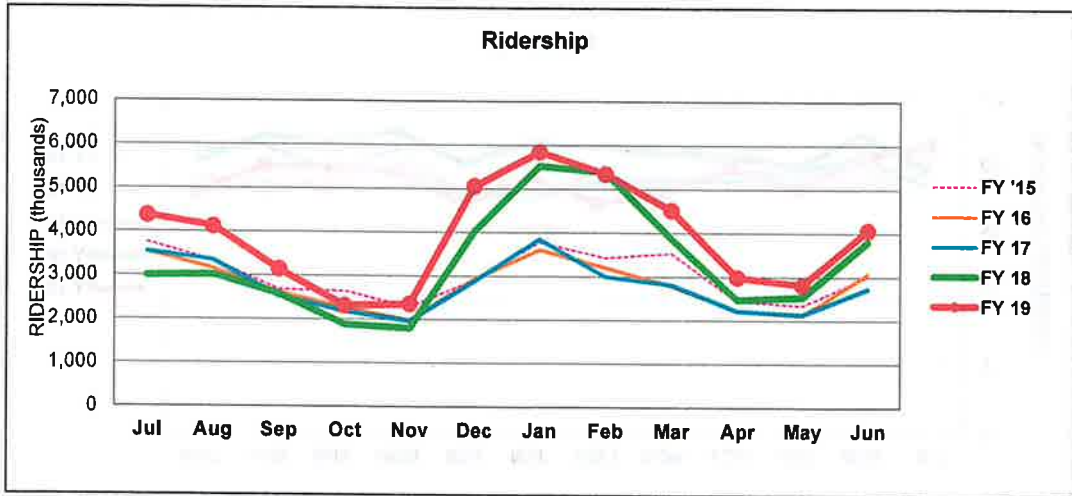
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





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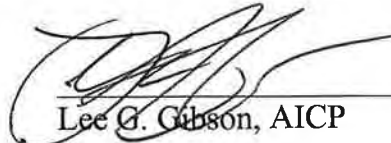
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

Staff continue to support community outreach efforts and provide technical support for the Small Starts process for this project. The Virginia Street project team continues extensive outreach activities with Midtown businesses and other stakeholders, identified under community outreach activities.

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. The first public meeting for the project was held on March 26th at Damonte Ranch High School and a project Technical Advisory Committee meeting was held on June 3rd to review public comments to date. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

University Area Multimodal Transportation Study

The University Area Multimodal Transportation Study started after the approval of the Professional Services Agreement with Kimley-Horn on March 19. This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it will include an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District. The project team met with staff from the University of Nevada Reno and City of Reno to discuss project details. The project Technical Advisory Committee had a kick-off meeting on April 24th.

The project team conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity on May 2nd and 3rd. A pop-up meeting was held in front of the Joe Crowley Student Union building to engage students and faculty to provide their comments and concerns. The first public meeting was held on June 27th at Evelyn Mount North Northwest Community Center. An online public input survey is open until July 22nd to collect comments and concerns regarding transportation in the university area.

ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team is in the process of reviewing and commenting on the draft report. Staff will be asking these different stakeholders to provide input and comment on the draft plan prior to it being finalized. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. This project is on schedule.

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

The Request for Proposals (RFP) for this study was issued on March 19. Consideration of the contract award is on the August Board meeting agenda.

Bicycle and Pedestrian Planning

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

- Bicycle and Pedestrian Count Program – The May counts for the 40 locations have been conducted.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA).

Vision Zero

- July 19th the RTC Board adopted the Vision Zero Truckee Meadows goal of zero fatalities by 2030 and a Resolution to support the Vision Zero Task Force Action Plan.
- The Reno City Council was given a presentation on July 31st and they moved to support the goal of zero fatalities by 2030 and also adopted a Resolution to support Vision Zero's action plan and application to become a Vision Zero Community.
- The Vision Zero Truckee Meadows also presented the plan to the Safe Kids Coalition and the State of Nevada's Bicycle and Pedestrian Advisory Boards in July.
- Vision Zero Task Force will present at the 2019 State Safety Summit in October.
- August 22nd the Vision Zero task force will present the Action Plan to the Board of Health and August 26th they will be at the Sparks City Council meeting to seek support and a Resolution adoption of the Action Plan.
- Vision Zero Task Force is planning on submitting an application to the national Vision Zero Program to become the 1st Vision Zero Community in Nevada by October 2019.

Sustainability Planning

RTC has created a Green Team of agency staff to advance initiatives outlined in the RTC Sustainability Plan. The RTC received a certificate of recognition for its commitment to Environmental Compliance and Corporate Social Responsibility through the American Consumer Council's Green C Self-Certification Program. The Sustainable Purchasing Policy has been implemented and staff are actively purchasing more sustainable items. In addition, RTC is currently tracking paper usage in an effort to achieve a ten percent reduction. RTC is also participating in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

RTC Affordable Housing Study

The project team is currently developing an inventory of potential candidate sites for affordable housing near transit routes and conducting additional stakeholder meetings. A preliminary list of sites was presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee, as well as the project stakeholder group. A summary of this information was presented at the July Board agenda. A public meeting will be held on September 12 at the McKinley Arts & Culture Center.

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 July Board meeting:

- Washoe County – 0
- City of Reno – 1
- City of Sparks – 0

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from July 22 – August 29:

July 22	Safe Kids Coalition Meeting
July 23	Virginia Street Project Information Office Hours
July 23	Washoe County Senior Center Weekly Outreach Booth
July 25	Virginia Street Project Information Office Hours
July 25	State of Nevada Bicycle and Pedestrian Advisory Board Meeting
July 25	Virginia Street Project Team Lunch at Brassiere St. James
July 26	Project Management Oversight Committee – Virginia Street Project Presentation
July 27	Free RIDE to PRIDE
July 30	Washoe County Senior Center Weekly Outreach Booth
July 30	Virginia Street Project Information Office Hours
July 31	Reno City Council Meeting - Vision Zero Resolution Adopted
July 31	Reno Roadway Projects (19-02 Consolidated) Public Meeting

August 1 RTC Technical Advisory Committee (TAC) Meeting
August 1 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
August 1 Virginia Street Project Information Office Hours
August 6 Washoe County Senior Center Weekly Outreach Booth
August 6 Virginia Street Project Information Office Hours
August 8 Vision Zero Task Force Meeting
August 7-11 Free transit on some routes in support of Hot August Nights
August 8 Virginia Street Project Information Office Hours
August 13 Virginia Street Project Information Office Hours
August 13 Washoe County Senior Center Weekly Outreach Booth
August 14 Oddie/Wells and Vassar Street Projects Briefing for Commissioners
August 15 Northern Nevada Government Entities - Shared Federal Framework and Federal Priorities
August 15 Virginia Street Project Information Office Hours
August 20 Virginia Street Project Information Office Hours
August 20 Washoe County Senior Center Weekly Outreach Booth
August 22 Virginia Street Project Information Office Hours
August 27 Virginia Street Project Information Office Hours
August 27 Washoe County Senior Center Weekly Outreach Booth
August 29 Virginia Street Project Information Office Hours

Media Relations & Social Media

The RTC issued seven news releases and participated in seven media interviews on various topics, including RTC free transit on some routes in support of Hot August Nights, paving for the Virginia Street Project in Midtown, Reno roadway construction projects, an open house for Reno Consolidated 19-02 project, the Free RIDE to PRIDE transit event, free transit on route 15 to Reno Garlic Fest, Virginia Street Project detours, and roadway construction in the City of Sparks.

Social media was used to promote weekly Virginia Street Project update videos, Don't Drive, Arrive! To the Reno Garlic Fest, Don't Drive, Arrive! To Hot August Nights, videos encouraging the community to support Midtown Reno during construction, new customer service hours at 4TH STREET STATION and CENTENNIAL PLAZA, Reno roadway construction, an opening on the Citizens Multimodal Advisory Committee, and the RTC Board meeting.

Social media metrics for the month of June: 73,373 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 Virginia Street Project update, Free RIDE to PRIDE, an opening on the Citizens Multimodal Advisory Committee, and Hot August Nights free transit.

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, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues. RTC is a participant in the weekly Regional Plan Update meetings with the local jurisdictions and other stakeholder agencies.

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, the upgrade 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, reauthorization of federal transportation legislation and preparation of the statewide plan.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Federal Fiscal Year (FFY) 2019 Transportation Alternatives (TA) Set Aside Program

RECOMMENDATION

Approve the following projects for the Federal Fiscal Year 2019 Transportation Alternatives (TA) Set-Aside Program as recommended by the Technical Advisory Committee and Citizens Multimodal Advisory Committee (CMAC):

- Regional Traffic Calming: \$34,000 each for Washoe County, City of Sparks and City of Reno (\$102,000 total)
- Bus Stop ADA Signage & Markers for Visually Impaired Customers: \$34,000 for RTC Transit

SUMMARY

As the Metropolitan Planning Organization (MPO) for the region, the RTC is tasked with administering the federal TA Set-Aside program for funding sub-allocated to the Reno-Sparks metropolitan planning area. The Board approved the guidelines and application for the program on July 15, 2016.

Staff received two applications (attached) for unspent TA Set-Aside funding for FFY 2019. The total amount of available funds is \$136,000, and the amount requested through the combined applications is \$239,200. \$136,000 was requested through a joint application from Reno, Sparks, and Washoe County for regional traffic calming, including the purchase of speed radar signs and rectangular rapid flashing beacons. The other application was from RTC Transit for \$110,000 for bus stop ADA signage and markers for visually impaired customers. In accordance with the TA Set-Aside guidelines, the applications were presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee on July 10, 2019. Both Committees recommended that available funds be split four ways, at \$34,000 each, amongst each of the project applicants.

BACKGROUND

The FAST Act modified the Transportation Alternatives Program (TAP) that was created under the previous transportation legislation, MAP-21, and initiated the TA Set-Aside Program. This program provides funding for projects that improve non-motorized mobility, historic preservation related to transportation, scenic accessibility, Safe Routes to School programs, and environmental management related to transportation activities.

The TA Set-Aside program guidance and an application process for funding that is sub-allocated to the RTC was approved by the Board in July 2016.

The applications received were submitted through a special Call for Projects which was opened from May 1, 2019 through June 12, 2019, due to unspent funding for FFY 2019. The available funds were originally awarded to a bikeshare education and safety project; however, the pilot franchise agreement was not renewed and the industry is moving towards electric scooters. TA funds are not eligible for scooter outreach/education at this time per federal requirements.

RTC staff reviewed the applications for completeness and compliance with the TA Set-Aside regulations. The applications will be presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee for ranking and recommendation to the RTC Board.

FISCAL IMPACT

These 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 ACTIONS BY BOARD

July 15, 2016 Approved the RTC's TA Set-Aside guidelines and application.

ADVISORY COMMITTEE(S) RECOMMENDATION

The Committees reviewed the projects during the July 10, 2019 meetings and recommended that available funds be split four ways, at \$34,000 each, amongst each of the project applicants.

Attachments

Regional Transportation Commission

TRANSPORTATION ALTERNATIVES (TA) SET- ASIDE PROGRAM APPLICATION

1. Applicant Name Address	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">City of Sparks 431 Prater Way Sparks, NV 89431</td> <td style="width: 33%;">City of Reno 1640 E Commercial Row Reno, NV 89512</td> <td style="width: 33%;">Washoe County 1001 E. 9th Street Reno, NV 89521</td> </tr> </table>	City of Sparks 431 Prater Way Sparks, NV 89431	City of Reno 1640 E Commercial Row Reno, NV 89512	Washoe County 1001 E. 9th Street Reno, NV 89521
City of Sparks 431 Prater Way Sparks, NV 89431	City of Reno 1640 E Commercial Row Reno, NV 89512	Washoe County 1001 E. 9th Street Reno, NV 89521		
2. Contact Person Name Address Phone Email	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Amber Sosa, P.E., Transportation Manager 431 Prater Way Sparks, NV 89431 775-353-7863 asosa@cityofsparks.us</td> <td style="width: 33%;">Kurt Dietrich, P.E., PTOE Traffic Engineer 1640 E Commercial Row Reno, NV 89512 775-334-3334 dietrichk@reno.gov</td> <td style="width: 33%;">Mitch Fink Engineering Division 1001 E. 9th Street Reno, NV 89521 775-328-2050 MFink@washoecounty.us</td> </tr> </table>	Amber Sosa, P.E., Transportation Manager 431 Prater Way Sparks, NV 89431 775-353-7863 asosa@cityofsparks.us	Kurt Dietrich, P.E., PTOE Traffic Engineer 1640 E Commercial Row Reno, NV 89512 775-334-3334 dietrichk@reno.gov	Mitch Fink Engineering Division 1001 E. 9th Street Reno, NV 89521 775-328-2050 MFink@washoecounty.us
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3. Project Name	Regional Approach to Traffic Calming and Safety Purchase of Speed Radar Signs and Rectangular Rapid Flashing Beacon's (RRFB's)			
4. What TA category does this project fall under?	<input type="radio"/> Bicycle facility <input type="radio"/> Pedestrian facility <input type="radio"/> Safe Routes to School programs <input type="radio"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input checked="" type="radio"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="radio"/> Inventory, control or removal of outdoor advertising <input type="radio"/> Historic preservation and rehabilitation of historic transportation facilities <input type="radio"/> Archaeological planning and research <input type="radio"/> Vegetation management <input type="radio"/> Environmental mitigation activities <input type="radio"/> Other _____			
5. Project Location	Various locations throughout the Truckee Meadows			
6. Project Description (please include a description of any potential safety and mobility improvements as a result of the project)	The project would purchase speed radar signs and rectangular rapid flashing beacon's (RRFB's) for use by the three entities, the City of Sparks, the City of Reno and Washoe County, in their respective traffic calming programs. The request is to split the available funds equally between the entities and have separate grants as each entities uses slightly different equipment. The proposal is for the purchase of the equipment only. Installation would be the responsibility of the entity.			
7. What is the estimated cost of the project?	\$136,000 / 3 entities = \$45,333.33 per entity			

8. What is the amount of TA funds requested?	\$129,200 = 95% or \$43,066.66 per entity
9. What is the amount and source(s) of matching funds and any other additional funding?	\$6,800 = 5% or \$2,266.66 per entity. Matching funding would be from the entities chosen budgetary means.
10. If this is a bicycle or pedestrian project, is it in the RTC Bicycle-Pedestrian Master Plan or the ADA Transition Plan?	<input checked="" type="radio"/> Yes <input type="radio"/> No
11. Is this project consistent with the 2040 RTP?	<input checked="" type="radio"/> Yes <input type="radio"/> No
12. Will this project require the acquisition of right-of-way?	<input type="radio"/> Yes <input checked="" type="radio"/> No
13. Is it anticipated this project will require NEPA action beyond a CE?	<input type="radio"/> Yes <input checked="" type="radio"/> No
14. Has any preliminary design/engineering been initiated for the project?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Not Applicable
15. Which of the following National Goals does the project support (select all that apply)?	<input checked="" type="radio"/> Safety <input checked="" type="radio"/> Infrastructure condition <input type="radio"/> Congestion reduction <input type="radio"/> System reliability <input type="radio"/> Freight movement and economic vitality <input checked="" type="radio"/> Environmental sustainability <input type="radio"/> Reduced project delivery delays
16. Project Schedule – identify current project status and schedule for project delivery	This project is in the planning phase.
17. Who will be responsible for maintenance of the project after completion?	The City of Sparks, the City of Reno, or Washoe County (dependent on where the equipment is installed)

Regional Approach to Traffic Calming and Safety: Purchase of Speed Radar Signs & Rectangular Rapid Flashing Beacon's (RRFB's)
Total: \$136,000 - 1/3 to City of Sparks, 1/3 to City of Reno, 1/3 to Washoe County

City of Sparks Grant = \$45,333.33

City of Reno Grant = \$45,333.33

Washoe County Grant = \$45,333.33

Each entity would work through the process to identify the speed radar signs and rectangular rapid flashing beacon's they would purchase with their grant amount.

Funding from the City of Sparks for the match percentage could be made available through annual funding for Traffic Safety/Traffic Calming in Sparks' CIP (Capital Improvement Plan) program under the Road Fund.

Funding from the City of Reno for the match percentage could be made available through providing in-kind labor and equipment, and well as providing additional materials such as signage, posts, and bases, needed to complete the project.

Funding from Washoe County for the match percentage could be made available through annual funding of the County's Pedestrian Safety Improvements under the Roads Special Revenue Fund.

Regional Transportation Commission

TRANSPORTATION ALTERNATIVES (TA) SET- ASIDE PROGRAM APPLICATION

1. Applicant Name Address	Ed Park RTC PO Box 30002 Reno, NV 89502
2. Contact Person Name Address Phone Email	Ed Park (same as above) 775-335-1853 epark@rtcwashoe.com
3. Project Name	Bus Stop ADA Signage & Markers for Visually Impaired Customers
4. What TA category does this project fall under?	<input type="radio"/> Bicycle facility <input checked="" type="radio"/> Pedestrian facility <input type="radio"/> Safe Routes to School programs <input type="radio"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input type="radio"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="radio"/> Inventory, control or removal of outdoor advertising <input type="radio"/> Historic preservation and rehabilitation of historic transportation facilities <input type="radio"/> Archaeological planning and research <input type="radio"/> Vegetation management <input type="radio"/> Environmental mitigation activities <input checked="" type="radio"/> Other <u>Transit user facility</u>
5. Project Location	Reno, Sparks, Washoe County, and Carson City
6. Project Description (please include a description of any potential safety and mobility improvements as a result of the project)	This project would install ADA-accessible information placards on the pole of every bus stop to inform riders that they can use a NextBus app to find the arrival times of the next buses. These would also act as markers to let visually impaired riders know that the poles are bus stop poles. This would greatly enhance convenience and accessibility for transit especially for the visually impaired.
7. What is the estimated cost of the project?	\$110,000

8. What is the amount of TA funds requested?	\$100,000
9. What is the amount and source(s) of matching funds and any other additional funding?	\$10,000 in sales tax
10. If this is a bicycle or pedestrian project, is it in the RTC Bicycle-Pedestrian Master Plan or the ADA Transition Plan?	<input checked="" type="radio"/> Yes <input type="radio"/> No
11. Is this project consistent with the 2040 RTP?	<input checked="" type="radio"/> Yes <input type="radio"/> No
12. Will this project require the acquisition of right-of-way?	<input type="radio"/> Yes <input checked="" type="radio"/> No
13. Is it anticipated this project will require NEPA action beyond a CE?	<input type="radio"/> Yes <input checked="" type="radio"/> No
14. Has any preliminary design/engineering been initiated for the project?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Not Applicable
15. Which of the following National Goals does the project support (select all that apply)?	<input checked="" type="radio"/> Safety <input checked="" type="radio"/> Infrastructure condition <input type="radio"/> Congestion reduction <input type="radio"/> System reliability <input type="radio"/> Freight movement and economic vitality <input type="radio"/> Environmental sustainability <input type="radio"/> Reduced project delivery delays
16. Project Schedule – identify current project status and schedule for project delivery	Project has not begun and would take approximately 12 months to complete.
17. Who will be responsible for maintenance of the project after completion?	The RTC would maintain all bus stop amenities.



REGIONAL TRANSPORTATION COMMISSION

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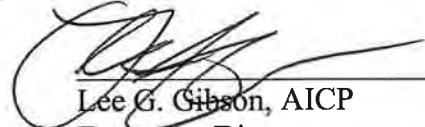
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
WA-2019-201 Installation of Ariel Compressor	August 13, 2019
RTC 20-02 Traffic Count Program	August 8, 2019
WA-2019-067 ITS Phase 2B	August 8, 2019

Request for Proposals (RFP)

There were no Requests for Proposals.

REPORT ON BID AWARDS

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

Project	Contractor	Award Date	Contract Amount
Reno Consolidated 19-01 Project	Sierra Nevada Construction, Inc.	8/7/2019	\$3,768,007

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

Project	Contractor	Approval Date	Change Order No.	Change Order Amount	Revised Total Contract Amount
Fuel Master Aims Installation	Syn-Tech Systems	July 24, 2019	1	\$618.00	\$26,886



REGIONAL TRANSPORTATION COMMISSION

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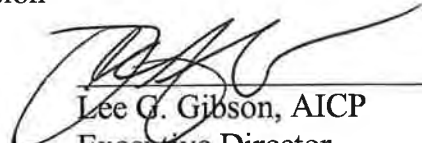
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: David Carr
Facilities and Fleet Manager



Lee G. Gibson, AICP
Executive Director

SUBJECT: Purchase of 15 CNG Paratransit Vehicles

RECOMMENDATION

Approve the purchase of fifteen (15) CNG paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 in the amount of \$2,165,937.

SUMMARY

In FY 2020, RTC has budgeted the purchase of up to twenty five (25) Paratransit vehicles. Fifteen (15) vehicles in the current fleet are at the end of their useful life and scheduled to be replaced. In July, the initial procurement of vehicles consisted of ten (10) accessible low floor Dodge Minivans. This procurement, is for the larger CNG powered vehicles of which an additional 15 vehicles are needed in order to expand the fleet to meet increasing demand, to ensure an appropriate number of spares and to support microtransit.

FISCAL IMPACT

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

PREVIOUS BOARD ACTIONS:

There has been no previous Board action on this item.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

State of Nevada Purchasing Contract #99SWC-5490			
3.5 1 Ton Full Size DRW 15,000 GVWR			
1	Allstar 20' 158" WB E-450 6.8L Gas W/225 AMP OEM ALT	\$ 41,595.28	\$ 41,595.28
OPTION		Bid Price	Extended
1	Sidewall: Grey FRP - Including Seat Track to Floor	\$ 220.00	\$ 220.00
1	Rearwall: Grey Vinyl Coated Luan	\$ 220.00	\$ 220.00
1	Ceiling: Grey Vinyl Coated Luan	\$ 220.00	\$ 220.00
1	Driver Area: Grey Padded Vinyl	\$ 220.00	\$ 220.00
1	Cove Colored Flooring on Sidewall to Seat Track	\$ 220.00	\$ 220.00
FLOORING			
1	Altro Meta Other Than Storm COLOR: Gray Genome	\$ 803.00	\$ 803.00
1	Yellow Step Nosing	\$ 17.60	\$ 17.60
1	3/4" Marine Tech Plywood Floor	\$ 616.00	\$ 616.00
1	Raised Floor 2 Step Entry W/Extra Step Up Behind Driver	\$ 515.90	\$ 515.90
EXTERIOR			
1	Gloss Black Out Window Paint	\$ 737.00	\$ 737.00
1	ALL FIBERGLASS/COMPOSITE EXTERIOR	\$ 1,721.50	\$ 1,721.50
CHASSIS			
1	Ignition and Dors Keyed Alike Code 1265X (Three Sets)	\$ 165.00	\$ 165.00
1	Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	\$ 286.00	\$ 286.00
1	Exhaust Pipe Downturn - Streetside	\$ 93.50	\$ 93.50
1	Exterior Mirror Set, Remote/Heated w/LED Turn Signal in Head Ford	\$ 775.50	\$ 775.50
1	Romeo Rim Rear Bumper w/HawkEye RAS Installed	\$ 2,090.00	\$ 2,090.00
1	Spare Tire and Wheel (Ship Loose)	\$ 413.60	\$ 413.60
1	Valve Stem Extender Inner Dual Rear Wheel, pair	\$ 187.00	\$ 187.00
1	Stainless Steel Entry Step Assembly * Includes Sides & Header	\$ 803.00	\$ 803.00
1	Stainless Steel Entry Step Assembly *Steps & Lower Only - No Upper	\$ 555.50	\$ 555.50
1	Driver's Exterior Grab Handle	\$ 110.00	\$ 110.00
ENVIRONMENTAL CONTROL STD DUTY BUSES			
DUAL COMPRESSOR HD SYSTEMS			
1	ACT 70K AC 50-HD EZ-5 EVAP CS-3 COND 10 C.I.D. COMP FORD	\$ 5,056.70	\$ 5,056.70
HEATERS			
1	Hot Water Heater, 65K BTU-Mounted Under Seat to Frame	\$ 434.50	\$ 434.50
MISCELLANEOUS HVAC OPTIONS			
1	Silicone Heater Hose (for rear unit) w/full ring clamps	\$ 209.00	\$ 209.00
ELECTRICAL			
1	Locate (2) Batteries to Stepwell	\$ 616.00	\$ 616.00
1	Rotary Disconnect Switch (Coach Only)	\$ 126.50	\$ 126.50
1	Circuit Breakers in lieu of Fuses	\$ 313.50	\$ 313.50
1	Additional 12V Power (Overhead "+", "-", Ignition Hot	\$ 38.50	\$ 38.50
1	Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	\$ 66.00	\$ 66.00
EXTERIOR LIGHTS			
1	Light at Driver Stepwell	\$ 38.50	\$ 38.50
1	Armoured Marker Lights	\$ 77.00	\$ 77.00
1	Daytime Running Lights - Program Ford	\$ 214.50	\$ 214.50
1	LED Rear Center Mount Brake Light Long & Narrow	\$ 99.00	\$ 99.00
1	LED Mid-Ship Turn / Marker Lights	\$ 165.00	\$ 165.00
INTERIOR LIGHTS			
4	Additional Interior Lights (LED If Option Selected) Each	\$ 38.50	\$ 154.00
1	Door Activated Interior Lights	\$ 44.00	\$ 44.00
DOORS / HATCH / WINDOWS			
1	Passenger Door 36" (Standard)	\$ -	\$ -
1	Exterior Passenger Entrance Door Key	\$ 88.00	\$ 88.00
2	Extra Key for Electric Entry Door (requires opt 2133)	\$ 22.00	\$ 44.00
1	Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	\$ 434.50	\$ 434.50
INTERIOR			

1	Driver Coat Hook	\$ 22.00	\$ 22.00
LUGGAGE RACK / STORAGE			
1	Driver Storage in Cab Overhead with Lock	\$ 137.50	\$ 137.50
PARATRANSIT OPTIONS			
1	Double W.C. Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting	\$ 3,850.00	\$ 3,850.00
1	2" Wider Double WC Doors Required for Lifts Wider than 34"	\$ 1,446.50	\$ 1,446.50
Ricon Lifts			
1	Ricon S-5510 Titanium 1,000# Lift (34" x 54")	\$ 5,692.50	\$ 5,692.50
1	Fast Idle w/Interlock - Intermotive GTWY506-F FORD F SERIES	\$ 555.50	\$ 555.50
Q Straint W.C. Securement Kits, Accessories			
3	Q-8101-L DeLuxe Retrctr Tie Down, Q8-6326-A1 Comb Lap/Shldr, L Trk	\$ 539.00	\$ 1,617.00
1	Q5-6327 84" Postural Belt with Padding - Black Webbing	\$ 55.00	\$ 55.00
1	Q-Straint Belt Cutter (ship loose)	\$ 17.60	\$ 17.60
Miscellaneous Accessories			
100	L Track for Wheelchair Tiedown (per foot)	\$ 12.10	\$ 1,210.00
1	Priority Seating Sign **Required for ADA Compliance**	\$ 16.50	\$ 16.50
1	Wheelchair Decal (International Symbol of Accessibility) Each	\$ 16.50	\$ 16.50
SAFETY OPTIONS			
1	5 Lb Fire Extinguisher	\$ 71.50	\$ 71.50
1	16 Unit First Aid Kit	\$ 60.50	\$ 60.50
1	Body Fluid Kit	\$ 55.00	\$ 55.00
1	Emergency Triangle Kit	\$ 38.50	\$ 38.50
1	Back-Up Alarm SAE Type C 97 db(A)	\$ 66.00	\$ 66.00
1	Back-Up Camera & Monitor	\$ 1,078.00	\$ 1,078.00
1	Interior Convex Mirror 6" x 9"	\$ 49.50	\$ 49.50
1	Wide Angle Lens 11"x14", Fresnel	\$ 38.50	\$ 38.50
3	Red Light Over Emergency Exit Ea: ON:	\$ 66.00	\$ 198.00
1	"NO SMOKING" Sign	\$ 22.00	\$ 22.00
1	"NO EATING" Sign	\$ 22.00	\$ 22.00
1	"NO MUSIC" Sign	\$ 22.00	\$ 22.00
1	Yellow "Standee" Line	\$ 22.00	\$ 22.00
2	Decal "Please Watch Your Step" - Rubberized on Step Riser	\$ 49.50	\$ 99.00
1	Decal - Delet Starcraft/Forest River	\$ 22.00	\$ 22.00
3	Emergency Exit Decal, Red	\$ 22.00	\$ 66.00
1	Decals Bilingual (English and Spanish)	\$ 55.00	\$ 55.00
GRAB RAIL / STANCHION / PANELS			
1	Right Hand Entry Vertical Grab Rail - 1 1/4"	\$ 77.00	\$ 77.00
2	Ceiling Grab Rail (each)	\$ 143.00	\$ 286.00
2	Yellow Powder Coat Ceiling Grab Rail (each)	\$ 93.50	\$ 187.00
1	1 1/4" Grab Rail Parallel to Entrance Steps (both sides)	\$ 121.00	\$ 121.00
2	Yellow Powder Coat Entry Grab Rails Each - Enter Total Quantity Needed	\$ 77.00	\$ 154.00
1	Stanchion and Modesty Panel Behind Driver	\$ 154.00	\$ 154.00
1	Add Tinted Plexiglass Upper Panel	\$ 115.50	\$ 115.50
SEATING - DRIVER			
1	Recaro LXS Driver Seat	\$ 1,832.60	\$ 1,832.60
1	Adnik 6 Way Driver Seat Power Base	\$ 458.70	\$ 458.70
1	INSTALL VINYL SKIRT ON POWER SEAT BASE - ADNIK OR OEM	\$ 45.10	\$ 45.10
SEATING - PASSENGER			
1	Mid High Double Seat	\$ 357.50	\$ 357.50
FOLDAWAY SEATS			
5	Foldaway Seat -Mid-High Notch Back Double AM (non-wheelwell)	\$ 946.00	\$ 4,730.00
PASSENGER SEAT FABRICS			
12	Seat Cover - Level 3 Regions Predictions #8819 Deep Marine Blue	\$ 33.00	\$ 396.00
SEAT OPTIONS			
12	Anti-Vandal Grab Handle, Black Ea on:	\$ 47.30	\$ 567.60
6	Black US Armrest - Each - on:	\$ 29.70	\$ 178.20



3	TDSS-L Track on Foldaways Ea. Note Location in Special Instructions & Floor Plan	\$ 93.50	\$ 280.50
SEAT BELTS			
12	Seat Belt, Freedman USR Retractable (Per Person) ** N/A Double Handi Flip	\$ 77.00	\$ 924.00
CBS Supplied Services			
1	CNG CONVERSION - 40 GGE SYSTEM (E-350/450)	\$ 31,725.10	\$ 31,725.10
1	Graphics Package D - Level 4 20-23 Std Body	\$ 4,788.30	\$ 4,788.30
1	REI Camera System - 6 Camera (4 Interior 2 Exterior) System	\$ 8,343.50	\$ 8,343.50
1	Kidde Fire Suppression System	\$ 6,820.00	\$ 6,820.00
Unit Total Excluding Tax & DMV fees			\$ 139,968.28



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the for the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. in an amount not to exceed \$199,984.00 for consulting services on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Four proposals were received in response to the Request for Proposal for the Eagle Canyon Extension Alignment Alternatives and PEL Study. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of five individuals including three staff from RTC, one staff from Washoe County, and one staff from the Reno-Sparks Indian Colony. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the Eagle Canyon Extension Alignment Alternatives and PEL Study Source Selection Plan. The Evaluation Committee interviewed the proposers and had a consensus meeting after the interviews. The proposal from Stantec received the highest score. All Evaluation Committee members recommended awarding the PSA to Stantec.

FISCAL IMPACT

The budget for this item is included in the FY 2020-2021 UPWP.

PREVIOUS ACTIONS BY BOARD

- May 20, 2019 Approved the FY 2020-2021 UPWP
- May 20, 2019 Approved the FY 2020 RTC Budget
- March 15, 2019 Approved Procurement for Engineering Professional Services for Eagle Canyon Extension Alignment Alternatives and PEL Study
- May 18, 2017 Approved the 2040 Regional Transportation Plan (RTP)
- February 16, 2017 Approved the North Valleys Multimodal Transportation Study

ADDITIONAL BACKGROUND

The PSA with Stantec is for the Eagle Canyon Extension Alignment Alternatives and PEL Study. The purpose of this study is to identify a preferred alignment for the proposed Eagle Canyon Extension roadway, which would provide a connection from Eagle Canyon Road in Spanish Springs to the North Valleys (Lemmon Valley), and to identify needed improvements to the existing Eagle Canyon Road. The study will identify and evaluate potential roadway alignments, roadway and operational improvements, and recommend a preferred alternative. It will develop recommended multimodal transportation improvements relative to adjacent existing and planned land use. The finalized plan will provide the necessary background to advance the project through NEPA and design as well as to serve as a guide for future planning efforts of the agencies within the corridor.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
STANTEC CONSULTING SERVICES INC.
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of August 16, 2019 by and between the Regional Transportation Commission of Washoe County ("RTC") and Stantec Consulting Services Inc., having offices at 6995 Sierra Center Pkwy in Reno, Nevada 89511 ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to prepare the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages Study (the "Project"); 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 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete the Project
- 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 prosecute 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.

- 1.5. The term of this Agreement shall be from the date first written above through December 31, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project 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.

All 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.

2.6. 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 \$199,984.
- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such

services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Planning has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Planning shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.

ARTICLE 13 - NOTICE

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

RTC: Lee G. Gibson, AICP
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)348-0400

CONSULTANT: John J. Welsh, PE
Project Manager
Stantec Consulting Services, Inc.
6995 Sierra Center Pkwy.
Reno, NV 89511
(775) 398-1215

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT's performance, is not caused directly or substantially by acts, omissions,

negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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 Exhibits D, E and F.

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

STANTEC CONSULTING SERVICES INC.

By: _____
John J. Welsh, PE, Project Manager

SAMPLE

Exhibit A

Scope of Services

SAMPLE

Attachment A

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

Task 1: Project Management

- 1.1 Invoicing and Progress Reports - Prepare the monthly progress reports, invoices, and billing.
- 1.2 Coordination - An initial meeting with RTC will be organized to establish study goals and objectives. Coordination with the RTC project manager and staff will be on-going throughout the project. It is anticipated that the consultant will communicate with the project management team through brief weekly telephone updates and an in-person meeting once per month. Additional coordination meetings will be considered additional work and billed on a time-and-materials basis.
- 1.3 Management Plan - The consultant shall provide a management plan that identifies a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables, and progress reports.

Task 2: Existing and Future Conditions Analysis

- 2.1 Existing Studies - Review existing traffic and land use development studies that are relevant to the North Valleys and Spanish Springs areas and incorporate into the analysis. Review recent and planned improvements including proposed utility improvements/expansion in consideration of potential roadway alignments.
- 2.2 Traffic Analysis – Prepare Level of Service (LOS) analyses for the study intersections and roadway segments. Develop existing and 2040 traffic volumes along the corridor and at major intersections using adjusted RTC travel demand model results. Identify potential roadway alignments in the area in coordination with the project team. Conduct a simplified screen line analysis of the study area. Obtain recent peak hour morning and evening turning movement data at key intersections in the corridor during a typical workday when school is in session. Analyze system performance utilizing the data collected. Assess operational issues related to school zones.

2.2.1 Traffic Counts

Stantec will obtain existing counts, recent collision data and other information for the following study intersections and roadway segments:

- Signalized intersection at Eagle Canyon/Pyramid Highway
- Roundabout at Commercial Developments adjacent to Pyramid Highway
- Roundabout at Ember Drive
- Intersections at Ingress/Egress to Spanish Springs HS

- Eagle Canyon in the vicinity of Richard Springs Blvd.
- Eagle Canyon in the vicinity of Alena Way
- Lemmon Drive in the vicinity of Chickadee Drive

Stantec will collect weekday a.m. (7:00 a.m. -9:00 a.m.), end of school day (1:30 p.m. – 4:00 p.m.) and p.m. (4:00 p.m. – 6:00 p.m.) peak period traffic volume counts (including pedestrians and bicycles) at the above study intersections.

Stantec will utilize an aerial drone to record approximately 30 minutes of video to help identify the modal patterns of the egress at Spanish Springs High School and Shaw Middle School at the end of the school day. The drone will help identify typical bike, pedestrian, and vehicle routes, volumes, and queues and will support the safety, traffic, and bicycle/ped analysis in Task 2. It is anticipated that Stantec and the RTC will need to coordinate with the schools and local law enforcement prior to video to inform them what is being done and address any concerns. Drone will be flown meeting FAA guidelines.

2.2.2 Traffic Analysis

Stantec will evaluate existing and forecast levels of service (LOS) at the study intersections. The methodologies presented in Highway Capacity Manual (6th ed.) will be used. Stantec will identify the causes of poor level of service. Stantec will present LOS results for weekday a.m., end of school day, and p.m. peak hour for the following four scenarios:

- Existing Conditions
- Existing plus Proposed Project Conditions
- Future Cumulative Conditions
- Future Cumulative plus Proposed Project Conditions

Stantec will use the latest version of Synchro software to conduct the intersection LOS analysis and HCS for the roadway segment analysis. All analysis will be based on the HCM (6th ed.) methodology.

A screenline analysis utilizing the roadway segment counts will be used to adjust the RTC Regional Traffic Model and develop 2040 traffic conditions.

2.2.3 Alignment Analysis

Stantec will utilize the Quantm software tool to develop alignment alternatives. This is a tool previously used for the establishment of potential alignments for the SE Connector, the Lockwood Landfill entry road, and other smaller local projects. Inputs to the model will include basic roadway design parameters, generalized construction and right-of-way costs, and environmental constraints identified in Task 2.7. Stantec anticipates generating one to three potential alignments complete with construction costs and quantified environmental impacts, consistent with the level of this analysis. Stantec anticipates that these alignments will be vetted through stakeholders such as the Project TAC, including the RSIC, as part of Task 3.

2.3 Land Use Analysis – RTC will conduct the Land Use Analysis as outlined in the RFP for our use

in the corridor planning study. This includes the RTC working closely with the Truckee Meadows Regional Planning Agency (TMRPA) to develop an ArcGIS map saved in a map package format and delivered to Stantec for our use in the corridor study. The information to be provided for the entire study area includes but not limited to:

- Zoning;
- Current assessed land use;
- Approved and planned projects that were included in the traffic model plus updated from TMRPA's data;
- School locations;
- School zones;
- Major commercial and industrial destinations;
- Washoe County 2' topographic contours;
- FEMA hydrologic information;
- Washoe County Assessor's parcels;
- Washoe County Assessor land ownership (public vs. private);
- City and County approved projects, point to point, and along the corridor, including Reno Sparks Indian Colony land;
- City and County Zoning;
- City and County Master Plan Land Use; and
- Planned utility expansions.

The RTC will coordinate with the TMRPA to update information about proposed developments in the area and coordinate with Washoe County School District to identify major developments that have the potential to significantly impact the travel demand or traffic operations in the corridor study area. This information will be developed for our use, but no formal memorandum will be developed by the RTC or Stantec documenting the land use changes compared with the 2016 consensus forecast which was used in the RTC's travel demand model. RTC will use this information to update its travel demand model. Travel demand modelling will be conducted by the RTC and outputs provided to the consultant.

Stantec will augment the base map created by the RTC using digital data from our network of resources.

- NDOW data for environmentally sensitive wildlife habitat and species location. These may include but not limited to mule deer, pronghorn antelope, sage grouse, wild horses, etc. Some of the We will provide an ArcGIS shape file to NDOW to conduct a spatial search for threatened and endangered species within our study area; and
- US Census data.

- 2.4 **Safety Analysis** – Collect available crash statistics, including bicycle and pedestrian related crashes, to analyze potential safety issues and contributing factors on the study roadway segments.
- 2.5 **Transit Analysis** – RTC will conduct the Transit Analysis as outlined in the RFP for our use in the corridor planning study. It is anticipated that this will identify potential park and ride locations ideally situated to facilitate existing/anticipated travel patterns. Coordinate with the RTC Public Transportation and Operations Department to analyze future transit service needs.
- 2.6 **Pedestrian/Bicycle Analysis** – Document the location of existing pedestrian and bicycle facilities and the connectivity of these networks in the study area. This will be based on the current Pedestrian and Bicycle Master Plan and available mapping or GIS layers.
- 2.7 **Environmental Analysis** – This study will address planning and environmental linkages (PEL). It will document the potential environmental and cultural impacts of proposed improvements, including but not limited to: impacts to the Reno-Sparks Indian Colony and other Environmental Justice (EJ) considerations, schools, endangered/protected species, wetland areas, storm water/drainage impacts, section 4(f) properties, air quality, noise, visual, and recreational access to federal lands.

2.7.1 **Planning and Environmental Linkages tasks (PEL)**

Conduct environmental and planning tasks to scope and streamline the future NEPA process, which would be completed under a separate scope of work. Complete NDOT's PEL questionnaire, outlining how planning products from this study can be used in future NEPA efforts.

Coordination and review of the PEL checklist with RTC, NDOT, and FHWA are anticipated. Two rounds of review comments and responses are anticipated.

2.7.2 **Agency Outreach**

Hold an agency meeting, in Reno or Carson City, (same meeting as one of the TAC meetings defined in Task 3.1) with RTC, Washoe County, FHWA, NDOT, RSIC, BLM, and others as necessary to investigate:

- Known constraints in the project area.
- The likely lead federal agency for a future NEPA process.
- Agency participation.
- The likely NEPA class of action.
- Project purpose and need.

2.7.3 **Environmental Data Collection**

Consultant will collect the following data for the purposes of alternatives evaluation and potential identification of the preferred alternative.

- **Environmental Justice.** Assess the project's impact on Environmental Justice populations for the impact categories typically evaluated in an environmental document. Generally, assess any effects (both adverse and beneficial) of the proposed alternative to the Reno Sparks Indian Colony and to other Environmental Justice (EJ) communities. The analysis will be based on income and race information from most recent U.S. Census data at the time of the notice to proceed.
- **Cultural / Historic Resources.** Conduct preliminary investigation to help focus alternative(s) selection and inform a subsequent, and separate Section 106 compliance process. Conduct records search in NVCRIS system and develop a memorandum outlining preliminary analysis based on results of records search, maps, and air photos. Provide sensitivity analysis for potential for encountering Native American materials or culturally sensitive areas, resources eligible for the National Register of Historic Places (NRHP), and sensitivity for potential archeological sites. This does not include any site-specific field survey or formal Native American consultation.
- **Identify Section 4(f) and Section 6(f) recreational facilities.** Identify existing and planned recreational uses in the study area that may potentially qualify as Section 4(f) properties. Identify recreational properties developed with LWCF funds and therefore protected by Section 6(f).
- **Visual.** Inventory visually sensitive receptors in the study area, assumed to be at the populated areas near Eagle Canyon Drive / Pyramid Highway and along Lemmon Drive, and qualitatively assess relative visual effects from project alternatives to these resources.
- **Biological Resources.** Obtain information from U.S. Fish and Wildlife Service (USFWS), NDOW, Natural Diversity Information Source (NDIS), and Natural Heritage Program (NHP) regarding sensitive or rare species in the project area. This scope does not include species specific surveys with species specific protocols. A one-day site visit will be conducted by a Stantec Team biologist to identify and hand-map generalized protected species habitat areas and wildlife corridors.
- **Wetlands/Waters.** Conduct a one-day site visit, to be done concurrently with the biological site visit, to field truth National Wetlands Inventory mapping, per the U.S. per the Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. The review will also include an inventory of riparian areas. Assess impacts to waters of the U.S. or other riparian areas based on design. Section 404 permitting is not included.

While additional environmental data can be collected for other resources, potential impacts associated with those alternatives will be similar for each alternative and likely not differentiate alternatives evaluation. Exclusions for data collection include:

- Traffic Noise Analysis

- Air Quality Analysis
- Hazardous Material Research
- Social Resources
- Economic and Employment Resources
- Floodplain Analysis
- Farmland Impacts

2.7.4 Right-of-Way

The Stantec Team will provide right-of-way support services by obtaining ownership information in the area of the project between Eagle Canyon Dr and Lemmon Drive to assist in determining possible high-risk impacts to properties using Washoe County Assessor mapping. Attention would be brought to high risk properties and/or parcels to avoid if the design reflects a potential acquisition to those parcels. The Stantec Team will provide recommendations to mitigate high risk properties, if impacted. The Stantec Team will provide a Property Summary spreadsheet, identifying parcels on the preferred alignment.

The above Right-of-Way scope does not include the following:

- Providing utility property rights research including investigation of prior rights, agreements, or easements.
- Providing professional right-of-way services including, right-of-way engineering, contract for appraisal and appraisal review reports and/or value determinations, acquisitions, settlements and closing, preparation of condemnation case information and relocation assistance.
- Performing right-of-way acquisition.
- Preparation of plans and/or sketch maps, legal descriptions, and title packages for any acquisitions or utility relocations.

2.7.5 Storm Drainage and Flood Control Conceptual Level Analyses

Stantec will identify conceptual level major drainage infrastructure associated with one (1) roadway alignment as follows:

- Review FEMA Flood Hazard Area mapping and backup data to identify design considerations based on water surface elevations and flood conveyance.
- Prepare preliminary existing conditions HEC-HMS model to develop 5-year and 100-year, 24-hour peak flow rates at key concentration points for roadside ditch and culvert sizing.
- Prepare conceptual level sizing of roadside ditches and major roadway crossings using AutoCad HydraFlow.

- Develop conceptual level opinions of probable construction costs for the proposed major drainage infrastructure.
- Summarize the analyses in the final report.

Not included in this scope, Stantec anticipates the preparation of an existing and proposed conditions HEC-HMS model at a further stage in the design development to determine the 100-year 10-day increase in volume due to the roadway improvements within the Swan Lake Watershed and preparation of retention basin/volumetric mitigation options based on the increase in runoff volume due to the improvements.

Task 3: Public and Agency Involvement

Desired outcomes for this task – stakeholder identification, roles and responsibilities, alternative evaluation and screening, environmental impacts, and potential mitigation identification strategies collected from the TAC and public throughout the process and at key milestones.

- 3.1 Project Technical Advisory Committee (Project TAC) Meetings – Facilitate up to four project TAC meetings that will be held during the planning study to review study issues and results. Develop a committee list comprised of the agencies identified above in the “Objective.”
- 3.2 Public Information Meetings/Planning Workshops – Facilitate up to four public information meetings in an open-house/workshop format during the project. Conduct outreach to area residents and business/property owners and community groups. It is anticipated that the RTC would be responsible for all logistical arrangements for the public meetings. RTC staff would take the leadership role in the meeting format. Stantec will provide a supporting role including preparation of technical exhibits and presentations.
- 3.3 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings – RTC staff will be responsible for project representation at the RTC TACs.

Task 4: Develop and Evaluate Alternatives

- 4.1 Develop a vision statement and associated goals for the study. This multimodal vision statement should incorporate community and stakeholder input and include the integration of transportation, land use, environmental, and community needs. Project area goals should reflect existing and future land use.
- 4.2 Roadway and Traffic Improvements – Stantec will utilize the results of analyses and investigations conducted in Task 2 to develop and evaluate alternatives, including the following:
 - Travel lane configurations and right-of-way determinations
 - Intersection configurations and potential roundabouts
 - Existing traffic signal upgrades and operational improvements
 - Bicycle and pedestrian infrastructure, including lighting

- Signage and pavement markings
- Traffic calming measures
- School zone operational and safety improvements
- Potential park and ride lots and transit amenities

4.3 Environmental Impacts – Develop and evaluate potential environmental impacts associated with the various roadway alignment alternatives and recommended mitigation measures.

Task 5: Report Preparation

- 5.1. Draft Report - Prepare a concise and focused draft report including graphics and illustrations of alternatives. The report will include typical cross-sections, conceptual design level exhibits for roadway and intersection improvements, concept layouts of other improvements, and planning level cost estimates.
- 5.2 Revised Report – Revise the draft report based on comments from the RTC and project TAC. Present revised report to TAC, CMAC and the public.
- 5.3 Final Report – Incorporate comments from TAC and CMAC members and the public and produce the Final Report.

Task 6: Optional Services

- 6.1. Performance of additional data collection, community outreach, and other planning services as directed by the RTC up to the budget indicated in the fee estimate under this task on a time and materials basis.

This task is intended to be flexible and may include other data collection efforts, planning assistance, additional public outreach, design details, and related activities as directed by the RTC.

Deliverables:

1. Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings.
2. Provide an electronic copy of draft report to the RTC for review and distribution.
3. Provide five printed copies of the final report and an electronic copy.

Project Milestones:

1. Project coordination meeting with RTC – Month 1
2. Project TAC meeting #1 – Month 2
3. Project TAC meeting #2 – Month 5
4. Public Information/Workshop Meetings #1 & 2 – Month 5
5. Project TAC meeting #3 – Month 6
6. Draft Report – Month 9
7. Project TAC meeting #4 – Month 10
8. Public Information/Workshop Meetings #3 & 4 – Month 10
9. Revised Report – Month 11
10. Final Report – Month 12

SAMPLE

Exhibit B

Compensation

SAMPLE

EXHIBIT B

Stantec Consulting Services Inc.

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

<i>Labor Category</i>	<i>Maximum Hourly Billing Rate</i>	<i>Task 1 Project Management</i>	<i>Task 2 Existing and Future Conditions Analysis</i>	<i>Task 3 Public and Agency Involvement</i>	<i>Task 4 Develop and Evaluate Alternatives</i>	<i>Task 5 Report Preparation</i>	<i>Total Hours</i>	<i>Total Amount</i>
Project Manager, John Welsh	264.89	46	16	36	10	24	132	\$ 34,965
Sr. Transportation Engineer	195.96	28	71	36	18	30	183	\$ 35,861
Sr. Planner	203.54		16	20		60	96	\$ 19,540
Project Transportation Engineer	145.07		80		16		96	\$ 13,927
Senior Water Resource Engineer	233.51		4				4	\$ 934
Staff Water Resource Engineer	142.61		60				60	\$ 8,557
Staff Engineer	89.71		47		66		113	\$ 10,141
Reproduction expenses								\$ 175
Subtotal - Prime Consultant		74	294.04	92	110	114	684	\$ 124,099
Subconsultant - Survey Crew							588	\$ 75,795
Total Price								\$ 199,894

Detail Amounts:

Stantec Consulting Services Inc.

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

<i>Labor Category</i>	<i>Maximum Hourly Billing Rate</i>	<i>Task 1 Project Management</i>	<i>Task 2 Existing and Future Conditions Analysis</i>	<i>Task 3 Public and Agency Involvement</i>	<i>Task 4 Develop and Evaluate Alternatives</i>	<i>Task 5 Report Preparation</i>	<i>Total Hours</i>	<i>Total Amount</i>
Project Manager, John Welsh	264.89	\$ 12,185	\$ 4,238	\$ 9,536	\$ 2,649	\$ 6,357	132	\$ 34,965
Sr. Transportation Engineer	195.96	\$ 5,487	\$ 13,913	\$ 7,055	\$ 3,527	\$ 5,879	183	\$ 35,861
Sr. Planner	203.54	\$ -	\$ 3,257	\$ 4,071	\$ -	\$ 12,212	96	\$ 19,540
Project Transportation Engineer	145.07	\$ -	\$ 11,606	\$ -	\$ 2,321	\$ -	96	\$ 13,927
Senior Water Resource Engineer	233.51	\$ -	\$ 934	\$ -	\$ -	\$ -	4	\$ 934
Staff Water Resource Engineer	142.61	\$ -	\$ 8,557	\$ -	\$ -	\$ -	60	\$ 8,557
Staff Engineer	89.71	\$ 175	\$ 4,220	\$ -	\$ 5,921	\$ -	113	\$ 10,141
Reproduction expenses								\$ 175
Subtotal - Prime Consultant		\$ 17,847	\$ 46,724	\$ 20,661	\$ 14,418	\$ 24,449	684	\$ 124,099
Subconsultant - Survey Crew		\$ 17,430	\$ 42,785	\$ 8,743	\$ 6,838	\$ -	588	\$ 75,795
Total Price		\$ 35,277	\$ 89,509	\$ 29,404	\$ 21,256	\$ 24,449	1272	\$ 199,894

EXHIBIT B

Subconsultant: Jacobs

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

<i>Labor Category</i>	<i>Maximum Hourly Billing Rate</i>	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<i>Task 5</i>	<i>Total Hours</i>	<i>Total Amount</i>
		<i>Project Management</i>	<i>Existing and Future Conditions Analysis</i>	<i>Public and Agency Involvement</i>	<i>Develop and Evaluate Alternatives</i>	<i>Report Preparation</i>		
Project Manager	116.36	48	48	20	4		120	\$ 13,963
Sr. Planner	192.58		40	32	12		84	\$ 16,176
Staff Engineer	156.13		10				10	\$ 1,561
Staff Engineer	74.70		40				40	\$ 2,988
Environmental Planner III	156.77		52				52	\$ 8,152
Environmental Planner II	105.27		78				78	\$ 8,211
Environmental Planner I	78.10		84		52		136	\$ 10,622
Admin/Doc Control	63.23	32	32	4			68	\$ 4,300
Subtotal --Direct Labor		80	384	56	68	0	588	\$ 65,973
<i>Other Direct Costs (ODCs):</i>								
Misc.- Shipping								\$ 400
Travel -Hotel/air/car rental								\$ 1,100
Travel -Mileage								\$ 500
Database Searches								\$ 7,822
Subtotal- ODCs								\$ 9,822
Total Price								\$ 75,795

Detail Amounts:

Subconsultant: Jacobs

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

<i>Labor Category</i>	<i>Maximum Hourly Billing Rate</i>	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<i>Task 5</i>	<i>Total Hours</i>	<i>Total Amount</i>
		<i>Project Management</i>	<i>Existing and Future Conditions Analysis</i>	<i>Public and Agency Involvement</i>	<i>Develop and Evaluate Alternatives</i>	<i>Report Preparation</i>		
Project Manager	116.36	\$ 5,585	\$ 5,585	\$ 2,327	\$ 465	\$ -	120	\$ 13,963
Sr. Planner	192.58	\$ -	\$ 7,703	\$ 6,162	\$ 2,311	\$ -	84	\$ 16,176
Staff Engineer	156.13	\$ -	\$ 1,561	\$ -	\$ -	\$ -	10	\$ 1,561
Staff Engineer	74.70	\$ -	\$ 2,988	\$ -	\$ -	\$ -	40	\$ 2,988
Environmental Planner III	156.77	\$ -	\$ 8,152	\$ -	\$ -	\$ -	52	\$ 8,152
Environmental Planner II	105.27	\$ -	\$ 8,211	\$ -	\$ -	\$ -	78	\$ 8,211
Environmental Planner I	78.10	\$ -	\$ 6,560	\$ -	\$ 4,061	\$ -	136	\$ 10,622
Admin/Doc Control	63.23	\$ 2,023	\$ 2,023	\$ 253	\$ -	\$ -	68	\$ 4,300
Subtotal --Direct Labor		\$ 7,608	\$ 42,785	\$ 8,743	\$ 6,838	\$ -	588	\$ 65,973
<i>Other Direct Costs (ODCs):</i>								
Misc.- Shipping		\$ 400						\$ 400
Travel -Hotel/air/car rental		\$ 1,100						\$ 1,100
Travel -Mileage		\$ 500						\$ 500
Database Searches		\$ 7,822						\$ 7,822
Subtotal- ODCs		\$ 9,822						\$ 9,822
Total Price		\$ 17,430	\$ 42,785	\$ 8,743	\$ 6,838	\$ -	\$ 588	\$ 75,795

Exhibit C
Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

Federally Required Clauses

SAMPLE

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

Public Transportation • Streets and Highways • Planning

August 16, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Jennifer Meyers
Contracts Administrator



Lee G. Gibson, AICP
Executive Director

SUBJECT: Section 5310 Contract Award revision

RECOMMENDATION

Approve the revised Section 5310 grant agreement with Neighbor Network of Northern Nevada (N4) in the amount of \$221,403; authorize Executive Director to execute the agreement.

SUMMARY

At its August 17, 2018, the Regional Transportation Commission Board approved a contract with the Sierra Nevada Transportation Coalition (SNTC), a non-profit doing business in the State of Nevada in the amount of \$279,913 for a project through its collaboration with the Neighbor Network of Northern Nevada (N4), also a non-profit doing business in the State of Nevada. RTC was notified and received confirmation that SNTC dissolved its status as a non-profit corporation effective June 30, 2019. The Neighbor Network of Northern Nevada, will continue the 5310 project, and upon Board approval enter into an agreement with the Regional Transportation Commission to receive and manage the remaining project funds in the amount of \$221,403. The project scope and terms will not change under the Federal Transit Administration (FTA) Section 5310 program.

- 1. Project funding formerly awarded to the Sierra Nevada Transportation Coalition will continue with Neighbor Network of Northern Nevada (N4) named as the subrecipient.***
The N4 Connect program will continue to provide \$40 in Lyft or Uber ride subsidy for \$20. Participants may purchase up to \$160 in rides for \$80 per month. The program is currently open to people with disabilities. Ride credits are applied directly to each participant's Lyft or Uber account on the Lyft or Uber application. This program seeks to provide 800 subsidy vouchers, annually. To overcome the barrier of lack of accessible vehicles with Uber and Lyft, the Neighbor Network of Northern Nevada (N4) Accessible Rides Program will receive approved funding in Year 2 for the capital purchase of a wheelchair accessible vehicle to serve seniors and people with disabilities. N4 will use a collaborative service model in order to recruit N4 members and volunteers to provide rides in the N4 van, as well as connect shared ride (Lyft/Uber) drivers with an accessible vehicle.

The total remaining project cost of this Agreement is Two Hundred Twenty One Thousand Four Hundred Three and No/100 Dollars (\$221,403). The maximum reimbursement in FTA funds for the period of July 1, 2019 through September 30, 2020, for Capital costs shall not exceed the sum of One Hundred Sixty Six Thousand One Hundred One and No/100 Dollars (\$166,101) from Federal Grant No. NV2018-013. The RTC will not make any payments for reimbursement unless FTA Section 5310 or other eligible federal funds are appropriated to the RTC for the PROJECT. The remaining twenty percent (20%) or Forty One Thousand Five Hundred Twenty Five and No/100 Dollars (\$41,525) required capital match will be provided by Neighbor Network of Northern Nevada. The Administrative amount shall not exceed Thirteen Thousand Seven Hundred Seventy-Seven and No/100 Dollars (\$13,777) [no match is required].

FISCAL IMPACT

The FY 2020 Budget includes a total of \$351,708 in Section 5310 funds for the remaining portion of Year 1 funds and for a portion of the Year 2 funds for these two year projects.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

SUBRECIPIENT AGREEMENT

This Agreement is dated and effective as of July 1, 2019 by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and Neighbor Network of Northern Nevada, a Domestic Non-Profit Corporation authorized to do business in the State of Nevada ("SUBRECIPIENT").

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 377A of the Nevada Revised Statutes, RTC may enter into agreements to support agencies providing transportation for the elderly and persons with disabilities; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5310 is to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society; and

WHEREAS, in furtherance of its aforesaid purposes, 49 USC 5310 seeks to reduce barriers to transportation services and expand the transportation mobility options available to people with disabilities beyond the requirements of the Americans with Disabilities Act (ADA) by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by RTC; and

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for supporting local private non-profit agencies, certain public bodies and agencies thereof, Indian reservations and colonies, and operators of public transportation services; and

WHEREAS, SUBRECIPIENT is a Nevada Domestic Non-Profit Corporation eligible to receive 49 USC 5310 grant funds and funds under the FTA Formula Grant Program; and

WHEREAS, RTC accepted a project application developed by the Sierra Nevada Transportation Coalition in collaboration with SUBRECIPIENT that was approved by the FTA for Formula Grant Program funding; and

WHEREAS, the Sierra Nevada Transportation Coalition was the original subrecipient, program administrator, and fiscal sponsor for SUBRECIPIENT, but has since dissolved its Domestic Non-Profit Corporation status effective June 30, 2019; and

WHEREAS, SUBRECIPIENT will take over all responsibilities as Program Administrator for the PROJECT (as defined herein); and

WHEREAS, before FTA Formula Grant Program funding can be made available to SUBRECIPIENT, SUBRECIPIENT and RTC must enter into an agreement whereby the functions of the PROJECT are identified and the responsibilities of the parties defined.

NOW THEREFORE, in consideration of the premises and of the mutual covenants

hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICE

1. SUBRECIPIENT shall expand its user-side subsidy program (N4 Connect) to provide vouchers (approximately 270 remaining in Year 1, 875 in Year 2) to disabled individuals applied directly to participants' Lyft or Uber accounts providing an estimated 1,680 trips, annually (the "PROJECT") as set forth in the Federal Fiscal Year 2018 Application and Revised Budget (Attachment A), attached hereto and incorporated herein by reference. SUBRECIPIENT's management and operation of the PROJECT shall be undertaken in compliance with RTC's Coordinated Human Services Public Transit Plan, incorporated herein by reference and available at www.rtcwashoe.com.
2. SUBRECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; provide required reporting to RTC; prepare billing requests for funds from RTC; maintain required files; and administer the PROJECT according to the Office of Management and Budget (OMB) Circular 2 CFR 200 incorporated by reference and located at www.fta.dot.gov.
3. This Agreement is based on funds available through FTA Grant No. NV-2018-013. The contracted transportation service shall be for persons with disabilities, many of whom are elderly, residing in RTC ACCESS service area identified in Attachment A. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.513.
4. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The project manager will contact SUBRECIPIENT to schedule a site visit within one month after contract execution.

ARTICLE II - COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program for operating and requires a matching percentage to be contributed to the PROJECT by SUBRECIPIENT. The matching percentage may be made up of non-United States Department of Transportation (USDOT) federal funds, state appropriations, local match and or approved in kind contributions, as set forth in Match of In-Kind Contributions, Attachment A, and incorporated by reference.
2. This project qualifies for capital funding to purchase a wheelchair accessible vehicle to serve seniors and people with disabilities; for the user-side subsidy program to provide vouchers (270 remaining in Year 1, 875 in Year 2) to disabled individuals applied directly

Subrecipient Agreement – Neighbor Network of Northern Nevada (N4)
Effective July 1, 2019 through September 30, 2020

to a participant's Lyft or Uber account. This project will provide an estimated 4,160 trips, annually. The total PROJECT cost of this agreement is Two Hundred Twenty One Thousand Four Hundred Three and No/100 Dollars (\$221,403.00). The maximum reimbursement in FTA funds for the period of July 1, 2019 through September 30, 2020 for Capital costs shall not exceed the sum of One Hundred Sixty Six Thousand One Hundred One and No/100 Dollars (\$166,101.00) from Federal Grant No. NV-2018-013. RTC will not make any payments for reimbursement unless FTA Section 5310 or other eligible federal funds are appropriated to RTC for the PROJECT. The remaining twenty percent (20%) or Forty One Thousand Five Hundred Twenty Five and No/100 Dollars (\$41,525.00) required capital match will be provided by SUBRECIPIENT. The administrative amount shall not exceed Thirteen Thousand Seven Hundred Seventy Seven and No/100 Dollars (\$13,777.00) [no match is required].

3. SUBRECIPIENT agrees to be responsible for the twenty percent (20%) capital match on Each submitted invoice, and can use eligible non-USDOT federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions, as described in Revised Attachment A can be used for match as long as the value of each is documented and Supported and represents a cost which would otherwise be eligible under this Agreement. See Revised Attachment A for Source of Match.
4. SUBRECIPIENT will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or Circular 2 CFR 200.421 to 200.475 incorporated herein by reference and located at www.fta.dot.gov.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on July 1, 2019 and shall run through and include September 30, 2020.
2. SUBRECIPIENT shall comply with the provisions of this Agreement and all terms, conditions, and requirements of the FTA Section 5310 Seniors and Individuals with Disabilities Program, incorporated herein by reference and located at www.fta.dot.gov.
3. SUBRECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. SUBRECIPIENT shall provide RTC, on a monthly basis, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT.

Subrecipient Agreement – Neighbor Network of Northern Nevada (N4)
Effective July 1, 2019 through September 30, 2020

5. SUBRECIPIENT shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as certified by SUBRECIPIENT in its application for funds. SUBRECIPIENT shall comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that RTC and SUBRECIPIENT of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.
6. SUBRECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon SUBRECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, SUBRECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of SUBRECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse SUBRECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on SUBRECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse SUBRECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the FTA Formula Grant Program for this Agreement and RTC shall have no obligation to reimburse SUBRECIPIENT from any other funds available to RTC.
2. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. SUBRECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to SUBRECIPIENT as promptly as RTC's fiscal procedures allow.
4. A Monthly report is required to accompany the invoice for all reimbursement costs. The

Subrecipient Agreement – Neighbor Network of Northern Nevada (N4)
Effective July 1, 2019 through September 30, 2020

monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

ARTICLE V - RECORDS AND REPORTS

1. SUBRECIPIENT and its contractors shall establish and maintain, in accordance with requirements established by RTC and the FTA, separate accounts for the PROJECT. Except as provided below, SUBRECIPIENT and its contractors shall comply with the provisions of 49 CFR 18.39(i)(11), and shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC and the FTA for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, SUBRECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, the FTA, the Comptroller General and/or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The PROJECT ACCOUNTS required to be kept by SUBRECIPIENT and its contractors, shall identify and include the costs per passenger trip, hours of operation, additional operating expenses, and the matching sources.
3. All charges to the PROJECT ACCOUNTS shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC and OMB Circular 2 CFR 200 and is incorporated herein by reference.
4. SUBRECIPIENT shall advise RTC regarding the progress of the PROJECT at such times and in such manner as RTC may require, including, but not limited to meetings and interim reports. SUBRECIPIENT shall submit as may be required by RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as RTC, in its sole discretion, deems necessary.
5. SUBRECIPIENT shall perform the financial audit required by the contract documents to reflect the federal funds received and expended. A copy of the report shall be provided to RTC.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, SUBRECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, SUBRECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by SUBRECIPIENT to RTC within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the FTA and the ability of SUBRECIPIENT to secure the required matching funds. RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) SUBRECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, SUBRECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If SUBRECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by SUBRECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If SUBRECIPIENT becomes insolvent, subject to receivership, or becomes

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voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by SUBRECIPIENT, or any agent or representative of SUBRECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow SUBRECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for SUBRECIPIENT to cure. Should SUBRECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to SUBRECIPIENT. Any such termination for breach or default shall not preclude RTC from also pursuing all other available remedies against SUBRECIPIENT and its sureties for said breach or default.
 6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of SUBRECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
 7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by SUBRECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved SUBRECIPIENT activities are completed, federal funds are expended and reimbursement has been received.
2. RTC shall submit the following closeout reports to FTA: federal financial report, final budget revision (if any), a final narrative milestone/progress report including a discussion

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of each activity line item contained in the final budget and list of equipment under the grant; a request to de-obligate any unexpended balance of federal funds; and any other reports required as part of the terms and conditions of the grant.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: SUBRECIPIENT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal agency or RTC.
 - b. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such, SUBRECIPIENT is required to verify that none of its contractors, its principals (defined at 2 CFR 180.995), or affiliates (defined at 2 CFR 180.905), are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
 - c. SUBRECIPIENT is required to comply with 2 CFR 180 subpart C and 2 CFR 3000 subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. ADA: SUBRECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - e. Civil Rights: SUBRECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
 - f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, SUBRECIPIENT will cooperate with RTC in meeting RTC's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this

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Agreement.

2. SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. Compliance with Regulations: SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of RTC of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 - b. Nondiscrimination: SUBRECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. SUBRECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by SUBRECIPIENT of SUBRECIPIENT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
 - d. Information and Reports: SUBRECIPIENT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC or the FTA to be pertinent to ascertain compliance with such Regulations or directives.
 - e. Sanctions for Noncompliance: In the event of SUBRECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to SUBRECIPIENT under this Agreement until SUBRECIPIENT complies, and/or

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2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
 - f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC and/or the FTA.
 - g. Incorporation of Provisions: SUBRECIPIENT will include the provisions of Paragraphs (a) through (f) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. SUBRECIPIENT will include all federally required procurement clauses in all purchase contracts to include Buy America, Debarment and Suspension, and Lobbying.
4. SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.
5. SUBRECIPIENT shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. SUBRECIPIENT shall report each violation to RTC and understands and agrees that RTC will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. SUBRECIPIENT shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
6. SUBRECIPIENT shall comply with all applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. SUBRECIPIENT shall report each violation to RTC and understands and agrees that RTC will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional Office. SUBRECIPIENT shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
7. SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and United States RTC of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

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may make, or causes to be made, pertaining to this Agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, SUBRECIPIENT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 against SUBRECIPIENT, to the extent the Federal Government deems appropriate.

8. SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
9. SUBRECIPIENT shall obtain all types and amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein. SUBRECIPIENT shall not perform 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.
10. SUBRECIPIENT agrees to provide indemnification set forth in Attachment B.
11. SUBRECIPIENT and all successors, executors, administrators, and assigns of SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
12. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, with the concurrence of the FTA, if required, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.
13. Performance During Dispute: Unless otherwise directed by RTC, SUBRECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be

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specifically agreed in writing.

15. To the extent applicable, 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, consequential or indirect damages. Actual damages for any RTC breach shall never exceed the amount of funds that 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.
16. 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. Venue for any such actions shall be in Reno, Nevada.
17. 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 telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Lee G. Gibson, AICP
Executive Director
ATTN: Stephanie Haddock, CGFM
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: shaddock@rtcwashoe.com

FOR SUBRECIPIENT:

Neighbor Network of Northern Nevada (N4)
Amy Dewitt-Smith, Executive Director
999 Pyramid Way
Sparks, NV 89431
Phone: (775)313-3210
E-Mail: n4village@gmail.com

18. RTC and SUBRECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity 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.

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19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
20. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
21. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
22. 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.
23. SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SUBRECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
24. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
25. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be

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held to render any other provision or provisions of this Agreement unenforceable.

26. 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 activities which form the subject of this Agreement.
27. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.
28. As used herein, the term "SUBRECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
29. This Agreement, including the attachments hereto and the required FTA clauses and certifications completed and signed by SUBRECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, 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 specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
30. Purchase of Vehicles- SUBRECIPIENT will be named as Registered Owner of all and any vehicles purchase with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement. RTC will be named as Lienholder on title to all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement. The original certificate of title will be delivered to and held by RTC. The certificate of title to all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement will name RTC as a Lienholder until such time as the vehicle has a fair market value of \$5,000 or less, as determined by RTC.
31. Return of Purchased Vehicles- At the expiration or earlier termination of this Agreement or if services as described in this Agreement are discontinued at any time, Lienholder has the right, at Lienholder's election to either: (i) require that SUBRECIPIENT deliver all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement to RTC and if RTC so elects, SUBRECIPIENT shall deliver all such vehicles to RTC and duly endorse any and all certificates of title as may be

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necessary to transfer title to all such vehicles to RTC; or (ii) allow SUBRECIPIENT to reimburse RTC or FTA for the then value of the Federal interest in such vehicles, as determined and permitted under applicable law and FTA requirements, and upon receipt of such funds RTC shall release its security interest in such vehicles and deliver the certificate of title for the subject vehicles to SUBRECIPIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Approved as to Legality and Form:

By _____
Adam Spear, Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

NEIGHBOR NETWORK OF NORTHERN
NEVADA (N4), A NEVADA DOMESTIC NON-
PROFIT CORPORATION

By _____
Amy Dewitt-Smith, Executive Director

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REGIONAL TRANSPORTATION COMMISSION
Public Transportation • Streets and Highways • Planning

2018 CALL FOR PROJECTS

Project Application

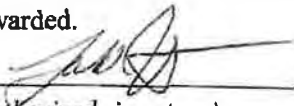
**Federal Transit Administration Funding Available For
Section 5310 ~ Enhanced Mobility of Seniors and
Individuals with Disabilities**

SUBMITTING AGENCY: Sierra Nevada Transportation Coalition

To be considered for Enhanced Mobility of Seniors and Individuals with Disabilities Program funding, **project proposals must be received by 5 pm, Pacific Time, on Monday, April 2, 2018.**

The information in this application is public record. Therefore, applicants should not include information regarded as confidential.

To the best of my knowledge and belief, all information provided in this project proposal is true and correct. As the person duly authorized to sign on behalf of the project sponsor, I certify the project sponsor will comply with the necessary Federal Transit Administration regulations and grant management requirements if assistance is awarded.



(Authorized signatory)

President

(Title)

March 31, 2018

(Date)

Larry Johnston

(Printed name)

lawrencejohnston@nvcbell.net

(Email)

APPLICATION TIPS

Information about the 2018 Call for Projects and complete application instructions can be found at <https://www.rtcwashoe.com/public-transportation/accessibility/>.

Eligible applicants for Enhanced Mobility of Seniors and Individuals with Disabilities (§5310) funds include:

- State or local governmental agencies;
- Publicly owned operators of public transportation services;
- Privately owned operators of public transportation services (for shared-ride services only); and
- Private non-profit organizations.

A Project Submittal Checklist is provided on page 9 to assist in putting together a complete proposal that must consist of one (1) original hard copy and one (1) copy in portable document format (PDF) on either a CD, flash drive or emailed below. Graphics, such as maps or photographs, can also be submitted as PDF files.

Project proposals should be submitted:

By Mail OR In Person To:

Regional Transportation Commission
Public Transportation & Operations Department
Attention: Jennifer Meyers
1105 Terminal Way, Suite 200
Reno, NV 89502

E-mail: jmeyers@rtcwashoe.com

Please make sure your application is complete. Late or incomplete applications will not be accepted.

In order for a project to qualify for funding it must provide service in the Reno/Sparks urbanized area of Washoe County. Any proposed project providing service outside of this area will not be considered for funding. Questions regarding this program or the application process can be submitted via e-mail to:

Jennifer Meyers
Contract Administrator
jmeyers@rtcwashoe.com
(775) 332-9513.

IMPORTANT: Federal Transit Administration (FTA) funds require a high degree of dedication to detail and reporting, along with very specific requirements. If you are unfamiliar with FTA regulations and grant management requirements or have not received FTA funds in the past, please review the documents associated with this Call for Projects to determine if your agency is willing, and has the institutional capacity, to comply with the required terms and conditions.

SECTION I. APPLICANT INFORMATION/OVERVIEW

Legal Name of Applicant: Sierra Nevada Transportation Coalition

Contact Person: Amy Dewitt-Smith, MPA

Address: 999 Pyramid Way

City/State/Zip: Sparks Nevada 89431

Telephone (#'s only): (775)313-3210

Email: n4village@gmail.com

Applicant Type:

- State or Local Government
(Is either approved by the State to coordinate services OR certifies no non-profits readily available to provide the service: Attachment 3)
- Private Non-Profit ~ 501(c)(3)
(Must attach documentation certifying non-profit status) Yes No
- Public Transportation Provider
- Private Taxi Company *(providing shared-ride taxi service)*

Federal ID Number: 88-047329 Data Universal Numbering System (DUNS): 197890259
**Must attach a copy of current IRS W-9 Taxpayer Identification Certification Form to this application.*

Project Title/Name: N4 Accessible Rides

Is this a new project or a continuation of an existing grant: New Project Continuation of Existing Grant

If existing project, please list name and Name:
 date of original project: Date:

"Traditional" 5310 Projects:		"Other" 5310 Projects:	
<input checked="" type="checkbox"/> Rolling Stock Capital (80/20)	<input type="checkbox"/> Non-Rolling Stock Capital (80/20)	<input checked="" type="checkbox"/> Mobility Management (Capital) Capital (80/20)	<input type="checkbox"/> Operating (50/50)

Project Summary: The Neighbor Network of Northern Nevada (N4) Accessible Rides program will serve seniors and people with disabilities in Washoe County by providing transportation in a wheelchair accessible vehicle. N4 will use a collaborative service model in order to recruit N4 members and volunteers to provide rides in the N4 van, as well as connect shared ride (Lyft) drivers with an accessible vehicle. Drivers will receive specialized training for transporting seniors and people with disabilities. In addition, this project requests funds for the SNTC Bucks program, which provides \$40 in ride share company (Lyft/Uber) rides for \$10 for people with disabilities and seniors living in the outlying areas, where public transportation is not available.

IMPORTANT: Federal Transit Administration (FTA) funds require a high degree of dedication to detail and reporting, along with very specific requirements. If you are unfamiliar with FTA regulations and grant management requirements or have not received FTA funds in the past, please review the documents associated with this Call for Projects to determine if your agency is willing, and has the institutional capacity, to comply with the required terms and conditions.

Funding requested for: Capital: \$435,012 Years of Funding Requested:
 Operating: \$0 1 Year 2 Years
 Total Funding Requested: \$435,012

Services Generally Provided by Applicant: Time exchange, volunteer, I&R, and social/rec programs
 Intended area in the community to be served: Washoe County, Nevada: Primarily the outlying, non-ADA

A. Contract Authority

List the name and title of the person authorized to enter into contracts and amendments with the Regional Transportation Commission:

Name	Larry Johnston & George McKinlay
Title	President & Vice-President

B. Agency Contacts

Primary Contact:	Amy Dewitt-Smith, MPA
Title:	Executive Director, N4
Phone:	(775)313-3210
Email:	n4village@gmail.com
Secondary Contact:	Michelle Duggan
Title:	Fundraising Specialist
Phone:	(775)453-4
Email:	michelle@neighbornv.org

SECTION II. PROJECT UNDERSTANDING

Needs & Benefits (50 Points)

A. Applicant, Existing Services, and Service Area

1. Please provide a brief description of the applicant and its background with implementing this type of project.
 The Sierra Nevada Transportation Coalition (SNTC) is an independent, nonprofit organization in Reno, Nevada. It grew out of the non-profit organization CitiCare, which spent 15 years developing resources to fund transportation for people with disabilities. The mission of the SNTC is to develop and strengthen transportation systems that improve access to quality services and supports in Northern Nevada. SNTC provides training, advocacy and information; defines community needs as identified by each constituent group; and develops solutions that will improve transportation universally. CitiCare's name was officially changed to the Sierra Nevada Transportation Coalition in October 2016.

 While still a very young organization, projects/grants of SNTC have included:
 - Two grants from the Nevada Governor's Council on Developmental Disabilities (NGCDD); One for initial start-up of the SNTC and another which enabled SNTC to pilot a project that provides rides to people with developmental disabilities via the ride-share company, Lyft.

IMPORTANT: Federal Transit Administration (FTA) funds require a high degree of dedication to detail and reporting, along with very specific requirements. If you are unfamiliar with FTA regulations and grant management requirements or have not received FTA funds in the past, please review the documents associated with this Call for Projects to determine if your agency is willing, and has the institutional capacity, to comply with the required terms and conditions.

- A grant from the Community Transportation Association of America enable SNTC to create the Neighbor Network of Northern Nevada (N4), which is now its own nonprofit organization with transportation as an integral service.
- Funding from the Federal Transportation Administration (FTA) has provided transportation through SNTC partners to people with disabilities living in the outlying non-ADA service area. Partners for this grant are Access to Healthcare Network (AHN) for medical rides and CitiCare (now a subsidiary of SNTC) for non-medical rides.
- Funding from Nevada's Fund for a Healthy Nevada, Robert Z. Hawkins Foundation, the John Ben Snow Charitable Trust, and the Brett & Deborah Barker Foundation is funding the pilot year of SNTC Bucks, a project that produces Lyft and Uber rides at a reduced rate to people with disabilities.

The Neighbor Network of Northern Nevada (N4) was created in the spring of 2015 as part of a design grant (noted above) awarded to SNTC to develop an innovative solution to the growing problem of social isolation by first addressing the issue of limited access to transportation. Designed using the senior village model and an intergenerational approach, N4 links people and organizations for exchanging services with support and engagement to grow strong and healthy communities. N4 has four fully inclusive programs created to bridge gaps in transportation and services for all citizens living in Northern Nevada and aims to foster sharing of information and resources between "neighbors" and involve all community assets in establishing and nurturing a helpful, caring community.

N4's 501c3 status began on May 22, 2015. N4 has since grown to independently implement its own programs and has received the following support:

*In 2016, the Nevada Governor's Council on Developmental Disabilities awarded N4 with two grants. Initial funding was for a minigrant. The second grant funded the "Traveling Through Time" project where N4 members utilized a time exchange (time banking) and volunteer programs to coordinate transportation through reciprocity. As a result of this project, N4 was able to recruit 22 members with intellectual disabilities, as well as additional members for rides, mentorship, and service exchange.

*In September 2016, N4 was awarded a grant from the Americorps VISTA program and now has six VISTA members working in a variety of program positions.

* In December 2016, the City of Reno's Reno Access Advisory Committee awarded N4 with funding for computer equipment and scholarships for people with disabilities and mentors to join the network.

2. Provide a brief description of the applicant's existing services and clients.

The SNTC's first major project is SNTC Bucks, in collaboration with, and implemented, by the Neighbor Network of Northern Nevada (N4). This new program was funded for one year by the Fund for a Healthy Nevada (FHN) and is open to people with disabilities, as describe in the Americans with Disabilities Act (ADA). SNTC Bucks provides \$40 Lyft/Uber gift cards to participants for the cost of \$10. The intention of this program is to provide rides to people with disabilities who:

- are traveling to and/or from a destination in the non-ADA service area, which is outside ¾ mile around the fixed bus route;
- are taking certain trips inside the ADA service area that are difficult on the fixed bus route because of the type of ride, time of ride, weather, etc. (grocery shopping, laundry, traveling with children, home from dialysis, etc.);
- are using the ride for first mile/last mile (FMLM) trips, which are rides from the non-ADA service area to the nearest bus stop.

In addition, N4 connects community members utilizing four fully inclusive programs:

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- 1) a Time Exchange where “neighbors” help one another and earn time credits that can be used to receive needed services from any other member. Exchanges include everything from transportation, household tasks, errands, and professional services.
- 2) a Volunteer Program which offers opportunities to serve without the expectation of returned service, including rides. N4 also hosts six AmeriCorps VISTA members for volunteer coordination and community outreach.
- 3) an Information and Referral System that uses an Asset-Based Community Development (ABCD) approach to learn about incoming members, discover the gifts and skills they can offer the community and connect them with existing programs and services. As part of this referral system, N4 coordinates the Lyft Bucks program in collaboration with SNTC which provides people with disabilities reduced cost Lyft gift cards.
- 4) a Social Program to create inclusion and build social capital with events, potlucks, and healthy living workshops.

The N4 community currently has more than 70 members, of which 25 identify as having a disability and 16 who are senior citizens. N4 has 6 different disability and senior service organizations as sponsorship level members where the organizational member navigates their member profile to assist the people they serve to utilize N4’s programs without needing to have the technical skills to do so. Each of these organizations serve between 60-90 people with disabilities and/or seniors. N4’s reach is even farther than its immediate membership pool with over 30 additional people supported through the SNTC and N4 collaborative shared ride project. Members are constantly referred to N4 for transportation services via case managers at Vocational Rehabilitation, the Northern Nevada Center for Independent Living, Sierra Regional Center, the Veteran’s Administration, Washoe County Senior Services, Wrap Around in Nevada, as well as many other disability and senior service agencies.

3. Provide a description of the applicant’s service area. Attach any maps if necessary.

N4 serves the entire Washoe County area, with increased focus on reaching those in outlying areas where social isolation and transportation challenges are the most pronounced, such as those outside of the ADA and RTC Access service areas.

The main service area for the SNTC Bucks portion of this project will be the non-ADA service area, which is ¾ mile outside the fixed bus route. This includes all or part of the following zip codes: 89508, 89506, 89441, 89436, 89502, 89521, 89523, 89511, as well as smaller parts of other zip code areas. The significance is that these outlying areas offer a lower cost of living than central Reno/Sparks, which is attractive to people on a fixed income or others with low- to middle-incomes. In some cases, people moved to the outlying areas when they were able to drive. People can develop a disability or age naturally and find they can no longer drive. While the non-ADA service area will be the focus of this grant, exceptions to this will be on a case-by-case basis. This may occur when a person with a disability lives inside the ADA service area but is not able to ride public transportation due to the type of ride, time of day, weather, etc.

B. Proposed Project

1. Describe the proposed project, indicating the specific service to be provided to implement, support, or maintain transportation service for elderly individuals or individuals with disabilities.

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N4 is not a transportation provider. N4 is a network of neighbors with staff who facilitate connections between community members who need rides and community members who drive. With an ADA wheelchair accessible van, community members will transport seniors and people with disabilities for needed rides to work, medical appointments, the pharmacy, shopping trips, and other community activities. Participants will be connected with rides through three programs:

*N4's Volunteer program where current and future N4 volunteers will use the van in order to provide transportation to seniors and people with disabilities.

*N4's Time Exchange program where current and future N4 members will utilize the van in the time exchange program to give and receive services. Seniors and people with disabilities earn time by using their talents in order to receive rides from other members who earn time by providing rides.

*The collaboration with N4 and the Sierra Nevada Transportation Coalition (SNTC) for the SNTC Bucks shared ride program. N4 will recruit and train Lyft drivers to give rides in the accessible van. In addition, N4 will manage ride scheduling software that links to the Lyft Concierge program. The Lyft Concierge program helps people who do not have a smart phone obtain Lyft rides.

This vehicle will also enhance opportunities in the N4 Time Exchange program by allowing members to earn hours by driving fellow members on requested rides. In addition, N4 will further develop the SNTC Bucks program by training Lyft drivers in ADA safety and sensitivity to use the vehicle for the SNTC Bucks shared ride program, which currently only covers non-accessible rides. N4 will also develop a driver safety and sensitivity training program to be offered to members and volunteers utilizing the vehicle. Rides will be coordinated and dispatched using a new ride scheduling software, such as Assisted Rides, RideScheduler, or Spedsta. The ride scheduling software selected will link ride requests and drivers in the time exchange, volunteer, and ride share programs with the N4 accessible van, as well as other accessible vans available in the community.

SNTC Bucks will continue and expand. This program provides \$40 in Lyft or Uber rides for \$10. Participants may purchase up to \$160 in rides for \$40 per month. Currently, the program is open to people of all disabilities, and participants self-identify as having a disability. Ride credits are applied directly to each participant's Lyft or Uber account on the Lyft or Uber application.

In addition, SNTC is working to overcome the barrier of lack of accessible vehicles with Uber and Lyft. Some of the approaches SNTC is taking include:

- o Working with Voc Rehab and recruiting people with disabilities (or family members) who currently own and drive accessible vehicles to be drivers for Uber and Lyft;
- o Supporting N4 in purchasing an accessible vehicle that could be used to transport SNTC Bucks participants, as well as other transportation activities for SNTC, N4 and NNCIL;
- o Coordinating with other organizations that have accessible vehicles that are not fully used.
- o Working with legislator Teresa Benitez-Thompson to educate both Uber and Lyft about the importance of accessible vehicles. Currently, in some markets, Uber and Lyft have an option on their application to indicate if an accessible vehicle is needed. That option is not yet available in Reno. SNTC was successful in obtaining funding for the first year of SNTC Bucks from: Fund for a Healthy Nevada (FHN), Robert Z. Hawkins Foundation, John Ben Snow Memorial Trust, and the Brett & Deborah Barker Foundation. It is anticipated that these funds will be fully expended by September 30, 2018. With a base of \$50,000 for SNTC Bucks from the FTA 5310 grant, SNTC will continue to seek out other funding sources to continue to grow the program.

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- SNTC will hold 4 focus groups in year 1 of the grant. Through these, we will be seeking ideas for improving/expanding SNTC Bucks and developing new transportation pilots. Two of these focus groups will concentrate on people with disabilities and seniors. The other two will engage veterans and people living in poverty, both in the outlying areas of Reno/Sparks. It is also our intention to reach out to these groups through an online and/or direct mail survey.
- SNTC will create an up-to-date database of accessible vehicles operated by local organizations and businesses, and will negotiate using vehicles as ride share or volunteer driver vehicles when not in use for their intended purposes. Using scheduling software from partner N4, we will coordinate rides for seniors and people with disabilities in the surrounding area of each vehicle's location.

SAMPLE

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2.	<p>Describe how the project will increase accessibility for older adults or individuals with disabilities.</p> <p>Currently, some community members with disabilities in Washoe County obtain rides through RTC Access paratransit services, however, many rides are requested for individuals who live outside of the ADA service area, or are needed during off-peak hours when Access is not available. This project will allow them to request rides to and from areas not covered by Access, as well as at times when Access is not available. Ride flexibility will increase using ride scheduling software that will facilitate same day appointments, whereas Access rides require a 24-hour reservation window. Rides received as part of the time exchange program will ease the financial burden of transportation for seniors and those with limited income, as they will be paid for with hours earned or donated.</p> <p>With the likelihood that the RTC board will approve staff recommendation to discontinue the CitiCare-funded rides in the non-ADA service area, this will leave qualified RTC ACCESS riders in the outlying areas with no transportation options. In addition, seniors and people with disabilities (who do not qualify for RTC ACCESS) currently have no access to public transportation in the outlying areas of Reno/Sparks. Those who find rides in private cars from family, friends and neighbors must rely on the availability of the drivers and are sometimes taken advantage of by being greatly overcharged. The SNTC has learned that, even with the current limited program (only people with disabilities and no accessible vehicles), SNTC Bucks has increased the accessibility for people with disabilities. After the first 6 months of the SNTC Bucks operation, a survey was sent to participants. Of those who responded, 91% indicated that having access to this program increased their independence and self-sufficiency. Improving the reach of the program by opening it up to seniors, adding concierge service and providing accessible vehicles will surely increase accessibility. This is particularly helpful for people who do not use a smart phone, or have limited technological skills.</p>
3.	<p>Identify the service area to be covered by the project (if applicable). Attach maps if necessary.</p> <p>N4 will continue to serve the entire Washoe County area in their time exchange and volunteer programs, with special emphasis on outlying areas. Generally, SNTC Bucks will serve the non-ADA service area, which is outside $\frac{3}{4}$ of a mile around the fixed bus route (see map). In the focus groups conducted by SNTC during the pilot year (funded by the Governor's Council on Developmental Disabilities), we learned from people with disabilities who use the bus system, that sometimes the bus is not an appropriate mode of transportation for them because of:</p> <ul style="list-style-type: none"> o The type of trip. When a person is traveling with several children going for medical care, with baskets of clothes going to the laundromat, returning from dialysis or chemotherapy, etc.; o The time of day. Several participants noted that they take the bus to work or to social outings, but that the bus does not run for the return evening trip. o The weather. People who use RTC RIDE are sometimes not able to get to a bus stop during inclement weather, especially snow. This effects people with visual impairments, those who use wheelchairs, and others. <p>With the above in mind, SNTC Bucks will be available on a case-by-case basis, inside the ADA area for seniors and people with disabilities who are not able to use RTC RIDE for one of these reasons.</p>

B. Overall Service Expectations of the Project

Proposed number of seniors expected to be served annually: 75

Unit of Measurement: one way trips

Proposed number of individuals with disabilities expected to be served annually: 75

Unit of Measurement: t

Unit of measurement used to determine the number of persons served can include: one way trips, number of persons trained, number of customers served, etc.

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Estimate the annual number of clientele for each category below:

SPECIFIC CLIENTELE			Total number		260
Senior Citizens	120	Individuals with Disabilities	120	Veterans	20
RIDERSHIP: Annual Trips (These figures will be used to calculate ridership projections)					
Last Year (indicate year)	2018		Actual number of trips		1750
Next Year (indicate year)	2019		Projected number of trips		1680
Percentage of type of trips to be provided (% of use should equal 100)					
Medical	20%	Education	5%	Nutrition	10%
Recreation	5%	Shopping	20%	Employment	40%
Other (describe)					

C. Project Need

- Describe how and when the project need was identified. Explain how the proposal will benefit seniors and/or individuals with disabilities.

SNTC's partnership with N4 has provided the project team with data and community feedback via focus groups facilitated by SNTC and N4, interviews/surveys, and attending various initiatives and local committees involving seniors and people with disabilities in Washoe County. Strategic plans from senior and disability service agencies continually list transportation as a primary need in our community. Gap transportation services outside of what public transit can provide have been at the front of N4's time exchange and volunteer program designs, particularly in the outlying areas of Washoe County and for community members who cannot use public transit due to the time and/or type of the ride needed. The SNTC shared ride program pilot has been a promising solution, however, community feedback received notes a significant need for accessible vehicles in this program.

The Governor's Commission on Aging Community Needs and Priorities for Older Nevadans—NRS 439 Report noted that, of Nevada's 65 and older population, 36% (over 143,000 people) are living with a disability. The population of Washoe County is estimated at 427,704 people (in the RTC CTP). Of this, 12.3% are 65 or older and 45.4% of the population have some type of disability.

In the Nevada Governor's Council on Developmental Disabilities Executive Summary—Five Year Plan 2016-2021, data from distributed surveys noted:

 - Individuals with disabilities were the most represented population of the survey (331 responses received)
 - The three most important areas of emphasis were 1) access to services 2) education/training, and 3) health

To achieve satisfaction in these three most important areas of interest, people stated needing:

 - A better job/employment
 - Better transportation
 - More/better social opportunities

Social isolation has been directly linked to poor health outcomes, with seniors and people with disabilities being at the greatest risk. The N4 Accessible Rides project is designed to be outcome based. While the project team will utilize one way trips as a unit of measure, performance outcomes

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	<p>will include methods for obtaining information about how participant lives were impacted as a result of having better transportation options. The N4 Accessible Rides project will 1) expand the current paratransit service options, 2) provide more individualized transportation options for participants, and 3) increase rider satisfaction by providing door-to-door service by disability trained drivers.</p>
2.	<p>Briefly describe or cite sources supporting this need. <small>May include demographics, site specific studies, surveys, customer testimonials, etc.</small></p> <p>SNTC focus group and participant survey data N4 community group discussion and feedback Governor's Commission on Aging Governor's Council on Developmental Disabilities</p>
3.	<p>How does the proposed project serve an immediate need that cannot be filled otherwise?</p> <p>This project will predominantly serve people with disabilities and seniors living in the outlying, non-ADA service areas in Washoe County. Since RTC staff is requesting that the board eliminate the current CitiCare-funded RTC ACCESS rides in the non-ADA area, replacement transportation for this group is an immediate need. In addition, this project will serve people with disabilities and seniors living in the non-ADA service area who do not currently qualify for RTC ACCESS. This is currently an unmet need.</p> <p>N4 has learned much about the transportation need in Washoe County in the nearly 3 years it has been incorporated. N4's director designed and proposed the community village and time exchange concepts while working with the Sierra Nevada Transportation Coalition's first year of development. N4 has since been awarded two grants from the Nevada Governor's Council on Developmental Disabilities, as well as funding from the City of Reno Access Advisory Committee, to support people with disabilities to gain greater access to their community. Through these projects, the N4 team has piloted and learned from community members and professionals working in the aging and disability service fields.</p> <p>Currently, RTC's paratransit services and the organizations providing volunteer-based transportation services in Washoe County are at capacity. The hope is that the multifaceted approach of the N4 Accessible Rides project will provide information about transportation solutions that other organizations and public agencies can utilize for the people they serve. N4 uses a "hub and spoke" village model where N4 is the overarching organization, or "hub," that helps to link people and services in the community, connecting and strengthening the various "spokes."</p>
4.	<p>Briefly describe how the project will address the following:</p> <p>Provide service that is non-duplicative: No other service organization or agency in Washoe County is utilizing accessible vehicles in such an innovative and collaborative way. Drivers of the N4 van will be trained members seeking time exchange opportunities or volunteer drivers or shared ride (Lyft) drivers interested in providing accessible rides. Riders will consist of N4 members, people served by partnering agencies, as well as members of the public. The N4 ride scheduling software will capture and report on all types of rides provided in these programs. While priority will be placed on the non-ADA areas of Washoe County, the type, time, and location of rides will not be restricted. The N4 Accessible Rides project team is aware of individual circumstances and the need to be flexible and person-centered.</p> <p>In addition, there are currently no subsidized ride share programs operating in Northern Nevada, except for our current SNTC Bucks project. Taxi Bucks (RTC program) offers a 2:1 subsidy for taxis, but taxis are considerably more expensive than Uber or Lyft.</p>

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	<p>Serve the special needs of seniors and/or individuals with disabilities: N4's director has more than 20 years of professional experience working in aging and disability service fields. With this experience comes an understanding of the unique needs of seniors and people with disabilities. N4 and SNTC team members know to provide individualized levels of support to project participants based on each person's situation and preferences. Information is logged and communicated throughout the N4 team via case management notes, team meetings, and weekly staff supervision meetings.</p> <p>In addition, the SNTC Bucks program is specifically designed for seniors and people with disabilities living in the outlying areas, where there is no public transportation. It will enable them to get to needed services, such as medical, shopping for medicine and healthy food, employment and social interaction.</p>
5.	<p>How is the project innovative in finding a unique way of addressing the transportation needs of seniors and/or individuals with disabilities?</p> <p>The Neighbor Network of Northern Nevada (N4) is Nevada's first senior village, although N4 is unique in that it is fully inclusive and open to all community members. This intergenerational approach links people with varying skills and assets. It also teaches our community the value of senior citizens and people with disabilities. The message is not "how can I help you" but rather "how can we help each other" to build a strong and healthy community. Mentors are assigned to people who need additional help with posting service offers and requests using N4's service exchange software, including scheduling rides. This alleviates any issues with members having low or no tech experience.</p> <p>N4's commitment to being asset-based within its programs radiates outward into the community at large. This is seen in how N4 collaborates with other organizations and agencies for important community projects. N4 is in a continual cycle of learning about resources and programs in Northern Nevada in order to find beneficial partnerships. The N4 Accessible Rides project is not restricted solely to N4's programs and members. This project utilizes relationships with other nonprofit and for profit organizations and members of the public to best meet the community's need for more accessible transportation. N4 intends to share ride scheduling software, as well as its own human resources, with other organizations that have available vehicles, drivers, and participants.</p> <p>In addition, ride share companies have become very successful in our area for people who, in the past, would drive a car or take a taxi. The SNTC/N4 collaboration offers an innovative opportunity to use ride share companies with less expense and more flexibility.</p>

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D. Coordinated Human Services Transportation Plan (CTP) Strategies

1.	<p>List the strategies identified in the Coordinated Human Services Transportation Plan (CTP) that support the proposed project. Explain how this project will specifically address the strategy. The CTP may be reviewed at https://www.rtcwashoe.com/public-transportation/accessibility/.</p> <ol style="list-style-type: none"><li data-bbox="235 304 1485 892"><p>1. Expansion of Volunteer Driver Program.</p><p>The purchase of an ADA accessible vehicle would enable the Neighbor Network of Northern Nevada (N4) to expand its volunteer driver program to include any members requiring rides in an accessible vehicle. This project would also ensure that volunteer drivers are trained on senior and disability specific topics.</p><li data-bbox="235 546 1485 892"><p>2. Purchase wheelchair accessible vehicles for human services agencies.</p><p>This project would help with the purchase of an accessible van for people who need this type of transportation. A van would also allow N4 to design transportation routes to support multiple people with getting rides during peak times of the day.</p><p>In addition, SNTC and N4 will continue its work with other local organizations that have available accessible vehicles. N4 will utilize its new ride scheduling software to connect drivers, riders, and accessible vehicles across Washoe County.</p><li data-bbox="235 892 1485 1438"><p>3. Provide flexible transit service in outlying areas for our community.</p><p>The N4 Accessible Rides project will allow participants to schedule rides when they have a need and not dependent upon a set transit schedule or eligible area. Accessible transportation to and from any requested area in Washoe County will be available. Through SNTC Bucks, people with disabilities and seniors will have access to flexible transit service in the outlying areas. This will greatly improve access for those who previously used RTC ACCESS, which required pre-booking, often took much longer than anticipated to arrive at a destination (because of other pick-ups), and was very limited in the number of available rides per month. For the first time, it will also offer flexible transit service to seniors and people with disabilities who do not qualify for RTC ACCESS, as there has been no public transportation available to them.</p><p>Rides through the N4 time exchange and volunteer programs, as well as the SNTC Bucks program, will begin at the start of the project period. Accessible rides will become available after the van is ordered and received (see milestones section below).</p><li data-bbox="235 1438 1485 1753"><p>4. Coordinate transportation resources with social service agencies.</p><p>N4 already has established collaborative partnerships with Sierra Regional Center, the Northern Nevada Center for Independent Living, Vocational Rehabilitation, Washoe County Senior Services, Sanford Center for Aging, Alzheimer's Association, and many other disability and senior service organizations. N4 will continue to work with other social service agencies to pool resources and work together to ensure people with disabilities and seniors citizens in Washoe County have full access to their community.</p>
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N4 is also part of the Community Foundation of Western Nevada's Caregiver Support Network and Dementia Friendly Washoe County initiatives where other community leaders and public officials are sharing information and support to build a better community for seniors and family caregivers.

During this grant period, SNTC and N4 will coordinate free or low-cost rides, using the N4 van and other vehicles when they are not in use for their intended purposes. The N4 Accessible Rides project will link community members who need rides with community members who drive.

5. Creation of a Private Non-Profit Transportation Provider.

SNTC and N4 are both mobility management organizations. This project will continue to expand and create new transportation programs in N4, the nonprofit organization born from an initial design grant received by SNTC. This project will also create sustainability and opportunities for future funding for N4.

6. Provide more travel training.

N4 volunteers and members in the time exchange program mentor members with disabilities and seniors for travel training. In addition to the support already offered by N4 to members needing help navigating area transportation, including the SNTC shared ride program, N4 will also be developing a safety and sensitivity driver training program to be offered to all volunteer and Lyft drivers working with N4 Accessible Rides project participants. SNTC and N4 will also work closely with Vocational Rehabilitation to connect people with disabilities who have an interest in learning how to become a Lyft driver with the information and training they would need to pursue this type of employment.

2.	What goals of the CTP does this project achieve? (check all that apply & explain below)	
	Improves mobility for elderly persons, those with disabilities and those seeking employment and independence.	<input checked="" type="checkbox"/>
	Improves access to transportation services getting to employment and to employment-related activities for the under-employed.	<input checked="" type="checkbox"/>
	Provides tools to overcome existing barriers facing those with disabilities and seniors seeking integration into the workforce and community activities.	<input checked="" type="checkbox"/>
	Includes veterans and military service families in the region with transportation suited to their needs.	<input checked="" type="checkbox"/>
	Provides the basis for drawing multi-jurisdictional, multi-disciplined stakeholders together to collaborate on how best to provide transportation services to include unmet needs.	<input checked="" type="checkbox"/>
	Facilitates coordination for providing human service transportation to fill unmet needs and gaps in the transportation system.	<input checked="" type="checkbox"/>

Explain how project goals will be achieved: The Neighbor Network of Northern Nevada (N4) already works closely with case managers and people served by Vocational Rehabilitation, the Northern Nevada Center for Independent Living, Sierra Regional Center, Washoe County Senior Services, and the Sanford Center for Aging. Many of the rides currently being coordinated by N4 are employment-related. N4 will continue to provide outreach and support to veterans and military families. N4's participation in the Sierra Nevada Transportation Coalition, Community Foundation of Western Nevada's Caregiver Support Network, and the Dementia Friendly Washoe County initiative provides access and partnership opportunities that are multi-jurisdictional and multi-disciplined to include unmet needs. The N4 Accessible Rides project facilitates mobility management and coordination for providing human service transportation with its "hub and spoke" village model that empowers other programs and agencies to utilize shared resources to expand project goals and outcomes.

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3.	Document the section and page in the CTP that identifies the project or need your agency is filling.		
	Section:	4	Page: 20

Project Readiness (30 Points)

A. Implementation & Operations

Please provide a timeline for the proposed project with major milestones.

Milestones are tasks that need to be completed by a specific time in order for the project to be a success. Anticipate the project start date to begin October 1, 2018. For the DATE field, please indicate estimated Completion of each task after grant approval.

Milestone	Date (M/d/yyyy)
Research and planning completed for best practices, timeline and workflow development, ride scheduling software, insurance, driver training curriculum, connection with community partners, ride routes and scheduling activities, and development of project policies and procedures. Outreach to people with disabilities and seniors regarding SNTC Bucks.	12/31/2018
Implement selected ride scheduling software and provide staff training; begin driver recruitment; and order van.	1/31/2019
Recruitment and orientation of drivers within the N4 time exchange and volunteer ride programs, as well as Lyft; begin marketing campaign; have materials translated into Spanish.	2/28/2019
Procure maintenance vendor	2/28/2019
Begin transportation services	4/1/2019
Begin monthly reporting	5/1/2019
Begin conducting quarterly participant and driver satisfaction surveys	7/1/2019
Annual report completed	4/1/2020
Secure additional funding of \$50,000 for N4 Accessible Rides project expansion	8/1/2020

B. Proposed Project Key Deliverables.

<p>If funded, the deliverables will be evaluated as part of the ongoing project management process.</p> <ul style="list-style-type: none"> Project plan and related policies and procedures Monthly ride data and reporting on vehicle usage Quarterly satisfaction surveys from participants and drivers Documentation from community outreach and project presentations Proof of additional funding
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C. Agency & Personnel Capability

1.	<p>Identify all staff that will be involved in implementing the proposed project. Provide a summary of their qualifications, roles and responsibilities, and percentage of time allocated to the project.</p> <p>Amy Dewitt-Smith is the Executive Director of the Neighbor Network of Northern Nevada (N4) and will dedicate at least 50% of her time to the N4 Accessible Rides project. Amy has over 20 years of experience working in aging and disability services. She has a Master's degree in Public Administration with a concentration in Nonprofit Organizations from the University of Colorado, Denver. Her responsibilities include:</p>
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- Designing, developing, implementing, and managing N4 programs and staff.
- Board development, monitoring of bylaws, secured IRS approval for 501(c)3 status, maintain compliance with all local, state, and federal regulations for nonprofit charities.
- Human resource management for paid and volunteer staff, to include application, orientation, criminal background checks, and supervision.
- Collaboration with other nonprofit, public, and private sector organizations.
- Grant writing, reporting, program evaluation, and monitoring of performance outcomes.
- Management of budget and fiscal policies and procedures.
- Asset-based community development and outreach.

Overseeing and managing all coalition communications and statements to media or reporting agencies.

N4 has 6 full-time, Americorps VISTA members working in various positions who will dedicate at least 75% of their time to this project:

The N4 IT Specialist will improve the design of our information and referral database to be effective and efficient while using an Asset-Based Community Development approach, complete requested reporting from time exchange and ride scheduling software to assist with grant reporting and performance measurement, manage N4 website and expand functionality, and provide feedback to software developers regarding web and mobile applications. The IT specialist will also help streamline fiscal processes to improve utilization of bookkeeping software.

Fundraising Specialist

The N4 Fundraising Specialist will research future funding opportunities, draft grant applications, complete follow-up reporting for awarded grants, contact local foundations, and provide N4 leadership with information on trending initiatives on local and national levels. The Fundraising Specialist will use an asset-based community development approach to assess funding opportunities for member engagement, including building a social calendar, designing healthy activities, and coordinating social program events. The VISTA in this role will also create a future plan for soliciting donations from individuals and at least one large annual fundraising event for the organization.

Program Evaluation Specialist

The Program Evaluation Specialist will complete quality improvement tasks and research ways for N4 programs to reach desired outcomes. They will develop and conduct training for the N4 team and members. This VISTA will conduct frequent member satisfaction and feedback activities and create remediation steps to improve program outcomes. They will revise the N4 business plan, draft logic models, and implement action plans to ensure program goals are being reached. The Program Evaluation VISTA will also recruit advisory board members to increase N4 member participation and stakeholder feedback.

Community Outreach/Marketing Coordinator

The N4 Community Outreach/Marketing Coordinator will conduct presentations to various community organizations and program offices in the nonprofit, for profit, and public sectors, meet with community members and stakeholders for feedback and increased engagement, attend community board meetings and make public comment, and build connections with all community groups and neighborhoods. This VISTA member will also create N4 website content, post weekly event invites, complete daily posts on social media sites, take photos and video during events, draft flyers and brochures, write press releases, submit articles to local print media, attend local events, and assist at N4 vendor tables.

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2 Member Engagement Specialists

N4 Member Engagement Specialists will design and develop new member engagement and recruitment strategies to increase efficiency and ensure the sustainability of N4 programs. These VISTAs will be assigned geographic regions to work within communities while building relationships. They will recruit volunteers to serve as mentors for elders and people with disabilities. Preferably, at least one Member Engagement Specialist will be bilingual and assist with translating all N4 materials into Spanish, as well as conduct orientations in Spanish.

N4 also has an agreement with the University of Nevada, Reno, Office of Service-Learning and Civic Engagement that connects service-learning students and interns to N4 for program support and related projects each semester. Students complete between 25 and 300 hours of service depending on undergraduate and graduate level status and course requirements. Many students continue on to be regular N4 members and volunteers after their university volunteer hours are completed.

2. Describe the agency's operational, technical, administrative and institutional capability to carry out the proposed project successfully.

The SNTC (and formerly CitiCare) has been managing grant funded projects since 2001. Many of these grants have been multi-year federal, state and county grants that have rigorous reporting requirements. Reports have always been done in a timely and thorough manner. The SNTC has many collaborators with which it works closely. It is supported with office space and technology by the Northern Nevada Center for Independent Living (NNCIL). Administrative assistance comes from N4, which is also housed at NNCIL. The board of directors provides oversight to staff. They meet every other month for full operational and financial reports. In the months in between, the executive board meets for similar oversight.

In the three years that N4 has been incorporated, the organization has built the operational, technical, administrative, and institutional capacities to implement programs and projects that build upon each other and increase sustainability. N4 receives additional support from community partners, such as SNTC for fiscal sponsorship and collaboration. N4 is also supported with office space, technology, and supplies by the Northern Nevada Center for Independent Living (NNCIL). N4 has a 3-year AmeriCorps VISTA grant that provides 6 full-time staff. N4's board of directors includes a president, vice president, treasurer, and secretary who meet quarterly with the executive director to provide oversight and feedback. N4 also works with a SCORE consultant who specializes in nonprofit organizations.

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D. Budget

Complete the “Project Budget Workbook” (in Microsoft Office Excel format.)

SAMPLE

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1.	<p>Describe your efforts to leverage funds and/or existing resources to support the implementation of this project.</p> <p>For the current SNTC Bucks program, SNTC secured additional funding equal to the funds from the FHN grant. These funds were from Hawkins Foundation, Snow Memorial Trust, and the Barker Foundation. SNTC has secured funds from the Terry Lee Wells Foundation and will work to secure additional funding from the State of Nevada, corporations, and foundations to increase the amount of funds that are available to provide SNTC Bucks to people with disabilities and seniors, as well as expand to veterans and people living in poverty.</p> <p>N4 will also seek additional funding for expansion and sustainability of this project. N4's current volunteer ride program was developed after receiving funding from the Nevada Governor's Council on Developmental Disabilities. Transportation continues to be a top funding priority for the DD Council. N4 will pursue future funding from the DD Council when applications open again this Spring. N4 secured funding in 2017 for hardware and scholarships for new members with disabilities and mentors to join. New members pay a \$60 application fee to cover a background check and \$40 every year thereafter. N4 will also pursue federal funding opportunities, local foundation support, and fundraising activities.</p>
2.	<p>Are there alternative sources of funding which would be used to support this project? Be specific. Include an audit report or letters with financial commitment as justification of other funding sources.</p> <p>N4 has submitted requests for matching funds for this project to the following foundations: William N. Pennington Foundation Robert Z. Hawkins Foundation E.L. Cord Foundation Redfield Foundation Renown Health's Community Benefit Program</p> <p>A project proposal for upgraded technology and software has also been submitted for the Microsoft IT Makeover campaign.</p> <p>Funding confirmation from the above will be provided once funding decisions for this project have been determined.</p>
3.	<p>Can the project be implemented on a limited or expanded scope? Explain.</p> <p>Yes. This project can have a limited or expanded scope. There is some flexibility in operational costs, however, this limitation could affect the number of people served by the project. The cost of the vehicle is relatively fixed. The scope could be expanded depending on the amount of matching funds received and opportunities for partnerships with other organizations.</p>
4.	<p>Conduct a cost-benefit analysis for the proposed project. Briefly explain the reasonability of the calculated cost. Divide the total project cost by the number of persons served (as measured by one-way trips, persons trained, persons utilizing capital asset, or other unit.) Refer back to the unit of measure you choose under Overall Service Expectations for Project on Page 4.</p>

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7 accessible trips per day plus at least one extra regular Lyft ride per day x 5 days per week x 52 weeks x 2 years = 4,160 trips total. \$435,012/4,160 trips = ~ \$105 per trip. One van can accommodate up to 2 people in wheelchairs, plus 6 additional riders = Up to 8 people per trip. \$105/8 people = \$13.13 per trip per person. This estimate does not account for sick days, weather conditions, or research and recruitment months. The accessible van obtained through this project will continue to be used long after the grant period has ended, increasing the benefit of the program.

E. Sustainability

Existing or expanded §5310 project:	Discuss previous/current efforts to seek additional funding from agencies and programs. Explain the status and/or outcomes.
New §5310 project:	Discuss how the agency intends to maintain the project after grant funding ends. SNTC and N4 have a demonstrated commitment to collaborative, strategic partnerships and successful fundraising through grant writing and member recruitment. SNTC and N4's participation in community initiatives for seniors and people with disabilities puts the organization in good standing with state and local funders. SNTC and N4 will continue to seek out funding to expand and sustain this project.

F. Performance Measures

Discuss data that the agency will collect to evaluate project performance.
<ul style="list-style-type: none"> -One project plan and related policies and procedures will be developed. -Monthly ride data and reporting on vehicle usage will demonstrate the cost and growth of the project and progress toward goal for total number of participants. -Quarterly satisfaction surveys from participants and drivers will provide a consistent measure to use for modifications and adjustments to the project. -Documentation from community outreach and project presentations will include distributed questionnaires to receive community feedback, as well as sign-in sheets. <p>Proof of additional funding will be evidenced in N4's Quickbooks bookkeeping software</p>

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Coordination, Partnership & Outreach (20 Points)

1.	<p>Describe any coordination activities that your organization participates in. (e.g. coordinated meetings, obtaining customer input, joint driver training, coordination of client rides, vehicle sharing, etc.)</p> <p>The SNTC holds bi-monthly membership meetings. For the FY19-20 grant years, we will be working closely with N4. N4 provides administrative assistance to the SNTC. In addition, the SNTC Bucks program will be closely coordinating with the N4 accessible vehicle. Much collaboration also takes place with NNCIL. The SNTC office is located at NNCIL and that location enable SNTC to interact with people of many disabilities who come to NNCIL for various meetings and programs. Other important collaborations are with Lyft and Uber. In addition, we are planning to work with GoGo Grandparent to make SNTC Bucks accessible to people who do not have/use smart phones. With our efforts in this project to identify underutilized accessible vehicles and design a pilot project to improve transportation opportunities, we will be coordinating with many new community organizations.</p> <p>Other important collaborations are the Sanford Center for Aging, Washoe County Senior Services, Sierra Regional Center, Vocational Rehabilitation, and the UNR Office of Service Learning and Civic Engagement. The N4 Accessible Rides project will support partnerships with many new community organizations.</p>
2.	<p>What efforts have been undertaken to identify and obtain local funding for this project?</p> <p>As noted previously, the SNTC has a successful history of obtaining local funding to enhance grant funds. The SNTC contracts with the grant writer/manager to secure grants and manage all aspects of the grant process. She is very familiar with local sources and will work to secure further funding.</p> <p>N4 will utilize remaining funds from the City of Reno's Reno Access Advisory Committee for additional computer hardware and scholarships for mentors and people with disabilities. N4 currently has a 3-year grant for 6 Americorps VISTA members for wages match. Rent, utilities, and supplies are matched by NNCIL. As stated previously, N4 will apply for transportation program funding from the Nevada Governor's Council on Developmental Disabilities this fiscal year to align with the DD Council's current five-year strategic plan. N4 will also apply to local foundations for remaining match funds.</p>
3.	<p>What local funding sources have been committed to the project? (Attach documentation if necessary).</p> <p>For the current FY18 FHN grant (funded SNTC Bucks year 1), additional grants from Terry Lee Wells, Hawkins, Barker and Snow Foundations were obtained.</p> <p>Funding from the Terry Lee Wells Foundation has been secured for this project.</p> <p>As stated above, N4 has local funding from the City of Reno, Americorps, and in-kind from NNCIL. N4 also receives annual membership dues from existing members.</p>
4.	<p>Describe how the agency will disseminate information to seniors and/or individuals with disabilities and agencies that can utilize and benefit from the proposed project.</p> <p>The SNTC will continue to make presentations to organizations and groups that serve people with disabilities and seniors. In addition, a new bi-monthly e-newsletter will inform readers about the latest news in local, regional and national transportation issues and trends. This newsletter will also feature reports on the SNTC Bucks project and information about accessing the program.</p> <p>N4 will engage in marketing activities daily, weekly, monthly, and ongoing for the duration of the project. N4's VISTA members are largely millenials and very knowledgeable about social media</p>

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marketing. Due to the innovative nature of its programs, N4 is frequently invited to speak on Reno/Sparks area radio shows to describe services, history, and impact. N4 will continue to make presentations to organizations and groups that serve people with disabilities and seniors. In addition, a weekly e-mail newsletter is sent to all N4 members. The executive director of N4 teaches courses to senior community members at the UNR Osher Lifelong Learning Institute (OLLI), as well as the TMCC Silver College.

SECTION III. SUPPLEMENTAL INFORMATION

Please attach the following documents:

- Service Area/Route Map, if applicable.
- Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
- Attachment 2: Maintenance of Vehicles and Vehicle Being Replaced (if requesting funds for vehicles)
- Attachment 3: Local Governmental Authority Certification (Government Entities only)
- Local Match Supporting Documentation
- Current Letters of Support for project
- Other Relevant Information: _____ (limit 2 pages)
- Last three (3) years of financial audits, new applicants
- Most recent financial audit, existing applicants

Project Submittal Checklist

All attachments **MUST** be submitted with the application and in the order shown:

Applicant Overview (Section I)	
<input checked="" type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form
<input checked="" type="checkbox"/>	Documentation Certifying Non-Profit Status, if applicable:
<input checked="" type="checkbox"/>	Articles of Incorporation
<input checked="" type="checkbox"/>	Non-profit Status Documentation IRS 501(c)(3)
<input checked="" type="checkbox"/>	Governing Body Names, Titles, Race & Gender
Project Understanding (Section II)	
<input checked="" type="checkbox"/>	Budget Workbook
Supplemental Information (Section III)	
<input checked="" type="checkbox"/>	Service Area/Route Map (if applicable)
<input checked="" type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Local Match Supporting Documentation
<input checked="" type="checkbox"/>	Current Letters of Support for project
<input type="checkbox"/>	Last three (3) years of financial audits, new applicants
<input checked="" type="checkbox"/>	Most recent financial audit, existing applicants

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STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

KIMBERLEY PERONDI
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

SIERRA NEVADA TRANSPORTATION COALITION

Job:C20190610-1078

June 11, 2019

NV

Special Handling Instructions:
FSC EMAIL 6/11 CEF

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Dissolution	20190249635-41	6/10/2019 11:41:10 AM	1	\$50.00	\$50.00
Total					\$50.00

Payments

Type	Description	Amount
Transfer	Transfer from C20190603-2360	\$50.00
Total		\$50.00

Credit Balance: \$0.00

Job Contents:

File Stamped Copy

1

SIERRA NEVADA TRANSPORTATION COALITION

NV



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



130504

Nonprofit Dissolution
 (PURSUANT TO NRS 82.451)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20190249635-41
	Filing Date and Time 06/10/2019 11:41 AM
	Entity Number C20864-2000

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Dissolution
For a Nevada Nonprofit Corporation
 Voluntary Dissolution by Directors and Members or by Directors Alone;
 Directors to Act as Trustees For Liquidation and Winding Up of Corporate Affairs
 (Pursuant to NRS 82.451)

1. Name of corporation:

Sierra Nevada Transportation Coalition

2. Entity or NV I.D. number: ~~88-0473296~~ NV 20001378393

3. Names and addresses, either residence or business, of the president, secretary, and treasurer, or the equivalent thereof, and all directors of the corporation (attach a plain 8 1/2" x 11" sheet to list additional directors):

Larry Johnston President or Equivalent	3505 San Mateo Ave. Reno. NV 89509 Address
Lisa Bonie Secretary or Equivalent	999 Pvrarnid Wav Sparks. NV 89431 Address
Lisa Bonie Treasurer or Equivalent	999 Pvrarnid Wav Sparks. NV 89431 Address
George McKinlav. VP Director	411 Poolnar St. Reno. NV 89512 Address
Director	Address

4. Effective date and time of filing: (optional) Date: June 30, 2019 Time: 5:00 p.m.
 (must not be later than 90 days after the certificate is filed)

5. Officer Signature:

I declare that a resolution to dissolve the above named corporation has been adopted by the board of directors and by any superior organization whose approval is required by a provision of the articles authorized by NRS 82.091. If there are members entitled to vote to take action upon the resolution to dissolve, the undersigned further declare that the resolution has been adopted by a majority of all the voting power.

X

 Signature

President
 Title

5/17/19
 Date

Filing Fee: \$50.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.
 This form must be accompanied by appropriate fees.

Sierra Nevada Transportation Coalition – Additional Board Members

Donna Clontz P.O. Box 33244 Reno, NV 89533

Andy Quinn 4001 S. Virginia, Suite F Reno, NV 89502

SAMPLE

**Sierra Nevada Transportation Coalition
Dissolution Resolution**

It is the intention of the board of directors of the Sierra Nevada Transportation Coalition (SNTC) to dissolve the non-profit organization. This decision has been made due to the following:

- In the past, the RTC contributed the salary of a grant manager/administrator to write and manage grants, including administrative functions associated with grant management. The RTC notified the SNTC in April 2018 that it would no longer fund the position, effective June 20, 2018. This left insufficient time to secure funding. The RTC suggested that the SNTC write the position into the FTA 5310 FY19 grant. They did so, but the grant was not funded. The SNTC was left with funding for programs, but no staff or infrastructure to manage those projects. With some left over 5310 money, funds were allocated for the part time SNTC director and N4 to process the Lyft Bucks program. The current SNTC director does not have the necessary skills to manage current grants and pursue new grants.
- Because the SNTC operates programs, it competes with other non-profits for funding. Directors recognize that this model is not ideal and some are interested in organizing as an informal transportation advocacy group.

The board will accomplish the dissolution, with the following steps:

1. Confer with RTC regarding the dissolution, including the feasibility of transferring the current 5310 grant to N4. During the 5310 grant process, N4 used SNTC as a fiscal agent, because it did not have a reliable financial history yet, and had never had a financial audit. Since then, N4 has secured funding for an audit, but it has not yet been done. N4 has actually been administering both the N4 grant (with SNTC as fiscal agent) and the SNTC grant.
2. Confer with FHN regarding transferring the SNTC FHN FY19 grant to N4.

3. Bringi grant reports up to date. This will include negotiating with FHN since no billing has been done for the FHN grant since July.
4. Work with the accountant to bring Quickbooks and the 2018 & 2019 binders up to date.
5. Complete and file dissolution paperwork with the Secretary of State.
6. Notify IRS of dissolution.
7. Work with Pangborn, Inc. to complete required IRS forms, including Schedule N of the 990 form; and other forms as advised by Pangborn.
8. Create an agreement with N4 to transition current projects.
9. Work with Bank of the West to transition funds from SNTC to N4.
10. Have attorney review documents.
11. Notify community stakeholders of dissolution.

It is expected to have the process completed by June 30, 2019.


Larry Johnston
Date 5/17/19


Lisa Bonie
Date 5/17/19


George McKirlay
Date 5/17/2019.


Donna Clotnz
Date 5/17/2019


Andy Quinn
Date 5/17/19

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Neighbor Network of Northern Nevada	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 999 Pyramid Way	Requester's name and address (optional)
6 City, state, and ZIP code Sparks, Nevada 89431	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> <tr> <td colspan="9" style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px; text-align: center;">4</td> <td style="width: 25px; height: 20px; text-align: center;">7</td> <td style="width: 25px; height: 20px; text-align: center;">-</td> <td style="width: 25px; height: 20px; text-align: center;">5</td> <td style="width: 25px; height: 20px; text-align: center;">6</td> <td style="width: 25px; height: 20px; text-align: center;">3</td> <td style="width: 25px; height: 20px; text-align: center;">4</td> <td style="width: 25px; height: 20px; text-align: center;">1</td> <td style="width: 25px; height: 20px; text-align: center;">3 9</td> </tr> </table>	Social security number																		or									Employer identification number									4	7	-	5	6	3	4	1	3 9
Social security number																																														
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ <i>Amy Dewitt Smith</i>	Date ▶ <i>4/2/18</i>
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



040604

**Nonprofit
 Articles of Incorporation**
 (PURSUANT TO NRS CHAPTER 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Neighbor Network of Northern Nevada
2. Registered Agent for Service of Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent: _____ Name <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Eric Dewitt-Smith Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 3730 Piccadilly Court Reno Nevada 89509 Street Address City Zip Code _____ Nevada _____ Mailing Address (if different from street address) City Zip Code
3. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than four directors/trustees)	1) Eric Dewitt-Smith Name 3730 Piccadilly Court Reno NV 89509 Street Address City State Zip Code 2) Amy Dewitt-Smith Name 3730 Piccadilly Court Reno NV 89509 Street Address City State Zip Code 3) _____ Name _____ Street Address City State Zip Code 4) _____ Name _____ Street Address City State Zip Code
4. Purpose: (required; continue on additional page if necessary)	<i>The purpose of the corporation shall be:</i> To connect neighbors in Northern Nevada with important community services through trade.
5. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. Eric Dewitt-Smith _____ Name Incorporator Signature 3730 Piccadilly Court Reno NV 89509 Address City State Zip Code
6. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity _____ Date 05/22/2015

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 82 Articles
 Revised: 1-30-15

5. **Name, Address and Signature of Incorporator:**

Amy Dewitt-Smith
3730 Piccadilly Court
Reno, Nevada 89509

Amy Dewitt-Smith
Signature

SAMPLE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 05 2016

NEIGHBOR NETWORK OF NORTHERN NEVADA
3730 PICCADILLY COURT
RENO, NV 89509-5624

Employer Identification Number:
47-5634139
DLN:
26053432001326
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 22, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

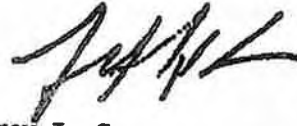
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

NEIGHBOR NETWORK OF NORTHERN NEVADA

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

SAMPLE

(NONPROFIT) INITIAL/ANNUAL LIST OF OFFICERS AND DIRECTORS OF:

NEIGHBOR NETWORK OF NORTHERN NEVADA
NAME OF CORPORATION

ENTITY NUMBER

E0263212015-3

FOR THE FILING PERIOD OF **MAY, 2018** TO **MAY, 2019**



100206

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY NOW FILE THIS LIST ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. If there are additional officers, attach a list of them to this form. An Officer or other authorized signer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. Return the completed form with the \$50.00 filing fee, if no capitalization. A \$50.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
3. Make your check payable to the Secretary of State. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
4. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.
5. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.

Filed in the office of <i>Barbara K. Cegavsk</i> Barbara K. Cegavsk Secretary of State State of Nevada	Document Number 20180149579-16 Filing Date and Time 04/01/2018 8:33 PM Entity Number E0263212015-3
--	--

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

FILING FEE: \$50.00 (IF NO CAPITALIZATION) LATE PENALTY: \$50.00 (if filing late)

Charitable Solicitation Information - check applicable box

Does Organization intend to solicit charitable/tax deductible contributions? No - no additional form required Yes - "Charitable Solicitation Registration Statement" required

Organization claims exemption pursuant to (2015) AB50 15(1) or is recognized as a church under Internal Revenue Code 501(c)(3). Exempt from filing - "Exemption From Charitable Solicitation Registration Statement" required

**** Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

For nonprofit entities formed under NRS Chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below and submit Declaration of Eligibility form. **Failure to attach the required notarized Declaration of Eligibility will result in a rejection, which could result in late fees.**

Pursuant to NRS Chapter 78, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption code 002

NRS Chapter 81 - Nonprofit: entities which are Unit-owners' association or Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls into one of these categories by marking the appropriate box. If the entity does not meet either of these categories please submit \$200.00 for the state business license.

Unit-owners' Association Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

NAME	TITLE(S)	CITY	STATE	ZIP CODE
MARK TADDER ADDRESS 1890 QUAIL RUN ROAD	PRESIDENT (OR EQUIVALENT OF)	RENO	NV	89523-1800
BRITNEY BROOKS ADDRESS 1350 GRAND SUMMIT DRIVE #288	SECRETARY (OR EQUIVALENT OF)	RENO	NV	89523-2562
JOHN KUCERA ADDRESS 2190 HOPE VALLEY DRIVE	TREASURER (OR EQUIVALENT OF)	RENO	NV	89521-3122
AMY DEWITT-SMITH ADDRESS 3730 PICCADILLY COURT	DIRECTOR	RENO	NV	89509-5624

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X AMY M DEWITT-SMITH

Title

Date

EXECUTIVE DIRECTOR

4/1/2018 8:33:30 PM

**Signature of Officer or Other
Authorized Signature**

Governing Body Names, Titles, Race, and Gender

Mark Tadder, President, Caucasian, Male

Chris Kloth, Vice President, Caucasian, Male

John Kucera, Treasurer, Caucasian, Male

Britney Brooks, Secretary, Biracial, Female

SAMPLE

N4 CONNECT BUDGET BREAKDOWN - 2 YEAR AWARD

REMAINING AWARD BALANCE AS OF JULY 1, 2019 FOR YEAR 1

CAPITAL	Year 1*		Year 2	
	Remaining Award Amount a/o 7.1.19		Amount Awarded	
	Federal Amt	Local Match	Federal Amt	Local Match
Vehicle Purchase YR2			\$ 56,000.00	\$ 14,000.00
Vehicle Preventative Maintenance YR2			\$ 320.00	\$ 80.00
Hardware	\$ 3,200.00	\$ 800.00		
Software	\$ -	\$ -	\$ 1,200.00	\$ 300.00
Mobility Management	\$ 30,688.00	\$ 7,672.00	\$ 38,029.00	\$ 9,507.00
User-side Subsidy-LYFT vouchers	\$ 8,664.00	\$ 2,166.00	\$ 28,000.00	\$ 7,000.00
Total Operating Per Year (50/50)	\$ 42,552.00	\$ 10,638.00	\$ 123,549.00	\$ 30,887.00
	Total Capital Awarded		\$ 166,101.00	\$ 41,525.00
ADMINISTRATIVE				
Distributed equally amongst subrecipients	\$ 6,743.00	<i>No match required</i>	\$ 7,034.00	<i>No match required</i>
Allowable administrative costs may include, but are not limited to, general administrative and overhead costs, staff salaries, or office supplies.				
Total Administrative Per Year (No Match)	\$ 6,743.00	\$ -	\$ 7,034.00	\$ -
	Total Administrative Awarded		\$ 13,777	
Federal Funding Per Year	\$ 49,295.00		\$ 130,583.00	
	Total Federal Funding/Total Match		\$ 179,878.00	\$ 41,525.00

New Agreement Amount with N4 \$ 221,403.00

SAMPLE

	Expense	Year(s) 1-2	Year 1		Year 2			
			Total	Federal	Local	Total	Federal	Local
CAPITAL	Vehicle Purchase	70,000			-	70,000	56,000	14,000
	2019 Ford Transit w/ ADA lift	52,960				52,960		
	Ecoboost engine	1,900				1,900		
	Paint	250				250		
	Sync radio	795				795		
	Quigley conversion	12,895				12,895		
	Freight	1,200				1,200		
	Subtotal	70,000.00	0			70,000		
	Preventative Maintenance	400				400	320	80
	Lube, oil, filter, tires rotated \$50					200		
	every 3 months for ONE year	-						
	\$200 avlbl other maintenance					200		
	-							
	Subtotal	400	0			400		
	Hardware	4,000	4,000	3,200	800			
	4 laptop computers @ \$1,000 ea	4,000	4,000					
	to be shared between 7 staff	-						
	and at least 10 volunteers and	-						
	participants	-						
	Subtotal	4,000	4000			0		
Software	1,500				1,500	1,200	300	
Assisted Rides one-time set-up fee								
Coordination of 5,000 rides Yr 1								
Coordination of 5,000 rides Yr 2	1,500				1,500			
-								
Subtotal	1,500	0			1500			
Mobility Management	85,896	38,360	30,688	7,672	47,536	38,029	9,507	
Subtotal	85,896	38,360			47,536			
User-side Subsidy			8,664	2,166	35,000	28,000	7,000	
1,600 vouchers @ \$40 - \$10 rider copay	45,830	10,830			35,000			
Subtotal	45,830	10830			35000			
TOTAL	207,626	53,190	42,552	10,638	154,436	123,549	30,887	

*Capital only. Administrative allocation not listed above.
Operating funds were not awarded.*

N4 CONNECT BUDGET BREAKDOWN - 2 YEAR AWARD

CAPITAL	Year 1*		Year 2	
	Awarded Amount		Awarded Amount	
	Federal Amt	Local Match	Federal Amt	Local Match
Vehicle Purchase YR2			\$ 56,000.00	\$ 14,000.00
Vehicle Preventative Maintenance YR2			\$ 320.00	\$ 80.00
Hardware	\$ 3,200.00	\$ 800.00		
Software	\$ -	\$ -	\$ 1,200.00	\$ 300.00
Mobility Management	\$ 58,560.00	\$ 14,640.00	\$ 38,029.00	\$ 9,507.00
User-side Subsidy-LYFT vouchers	\$ 25,600.00	\$ 6,400.00	\$ 28,000.00	\$ 7,000.00
Total Operating Per Year (50/50)	\$ 87,360.00	\$ 21,840.00	\$ 123,549.00	\$ 30,887.00
		Total Capital Awarded	\$ 210,909.00	\$ 52,727.00
ADMINISTRATIVE				
Distributed equally amongst subrecipients	\$ 6,743.00	No match required	\$ 7,034.00	No match required
Allowable administrative costs may include, but are not limited to, general administrative and overhead costs, staff salaries, or office supplies.				
Total Administrative Per Year (No Match)	\$ 6,743.00	\$ -	\$ 7,034.00	\$ -
		Total Administrative Awarded	\$ 13,777	
Federal Funding Per Year	\$ 94,103.00		\$ 130,583.00	
		Total Federal Funding/Total Match	\$ 224,686.00	\$ 52,727.00
		<i>Original Agreement Amount with SNTC</i>	\$ 277,413.00	

SNTC dissolved effective 6.30.2019
Remaining fund balances carried over to N4
effective July 1, 2019.

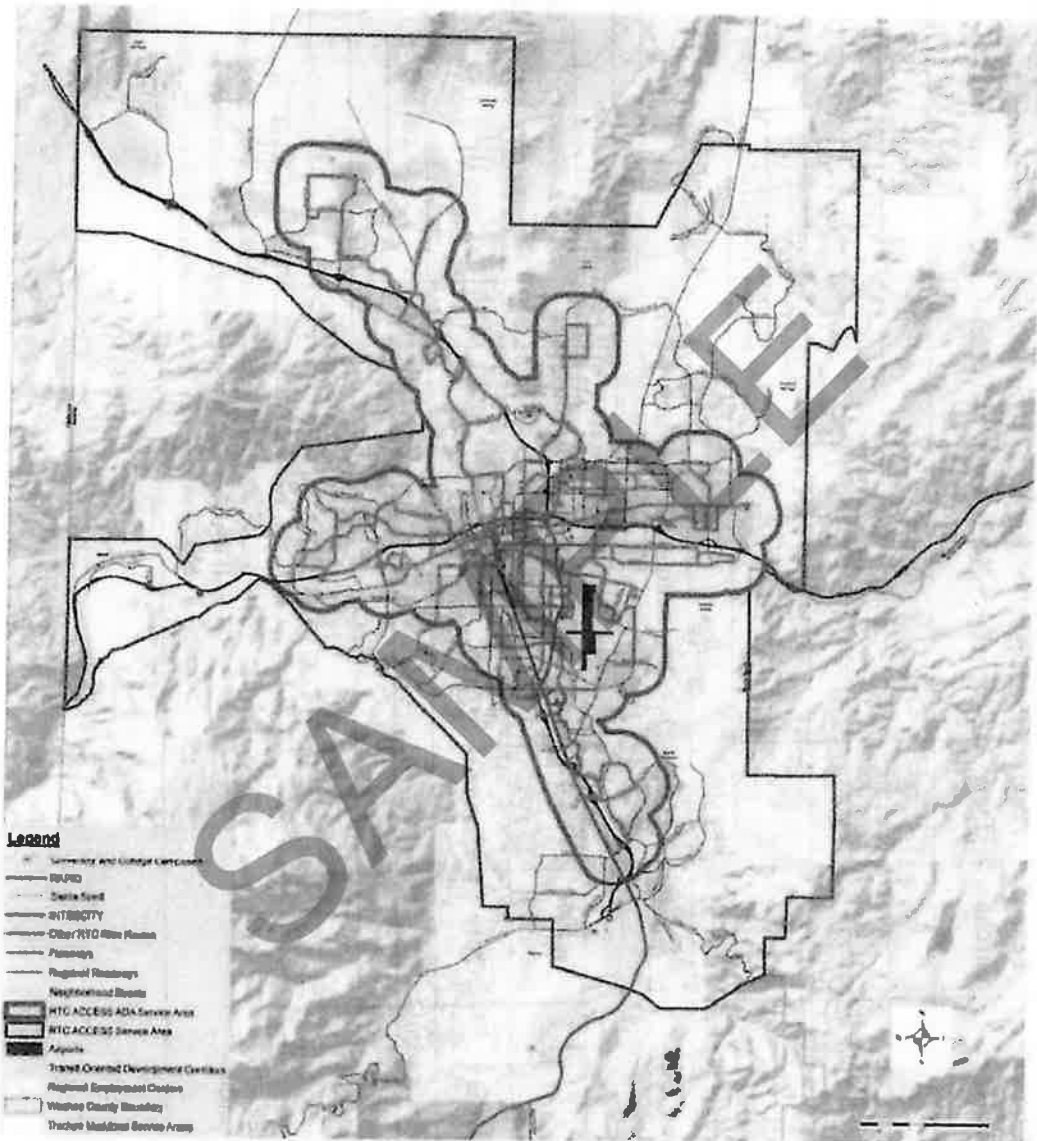
SAMPLE

Sources of Local Match			
Source(s)	Type Ex: donation	Secured (Y/N)	Amount
Fund for Healthy Nevada - IL SFY20	grant	Y	128,241
Fund for Healthy Nevada - IL SFY21	grant	Y	128,241
Fund for Healthy Nevada - Respite SFY20	grant	Y	103,896
Fund for Healthy Nevada - Respite SFY21	grant	Y	103,896
ADSD Innovation SFY19	grant	Y	50,741
ADSD Innovation SFY20	grant	Y	38,056
CTAA Round 2	grant	Y	70,000
TOTAL MATCH			\$ 623,071.00

SAMPLE

**N4 Accessible Rides Project Budget Attachment:
Mobility Management Annual Expense Breakdown**

<u>Expense</u>	<u>80% Federal</u>	<u>20% Local</u>	<u>Total</u>	<u>2 Year Total</u>
ED Pay 25 hrs/week @ \$40/hr	41,600	10,400	52,000	104,000
6 VISTAs .75 FTE	44,324	11,081	55,405	110,810
Fringe	8,593	2,149	10,742	21,484
Materials/Supplies	2,127	532	2,659	5,318
Vehicle Fuel Expense	6,000	1,500	7,500	15,000
Vehicle Maintenance Costs	960	240	1,200	2,400
Vehicle License/Title/Insurance	2,880	720	3,600	7,200
Rent & Utilities	7,680	1,920	9,600	19,200
Gen Liab/Vol Insurance	2,080	520	2,600	5,200
Background Checks x 50	800	200	1,000	2,000
Total Mobility Management	117,045	29,261	146,306	292,612



Attachment 1: Vehicle Inventory

To be completed if 5310 funding will be used to fund capital purchase of a new or used vehicle.

Current Vehicle Inventory

Type	Current Mileage	Year of purchase	Fuel Type ¹	Passenger Capacity	ADA Equipped	Condition of Vehicle ²	On-Board Communication ³	Annual Trips	Funding Type ⁴
1.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
2.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
3.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
4.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
5.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>

Are all of your vehicles covered by insurance? YES NO

Do any of your vehicles require a CDL? YES NO If yes, how many vehicles require a CDL? ___

Proposed Capital Vehicle Purchase

Type	New or Used ⁵	Year of purchase	Fuel Type ¹	Passenger Capacity	ADA Equipped	Condition of Vehicle ²	On-Board Communication ³	Insurance Coverage ⁶	CDL Required
1. 2019 Ford Transit 350 Wagon	<i>New</i>	2019	<i>Gasoline</i>	10	<i>Yes</i>	<i>New</i>	AVL	6000	Local
2.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
3.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
4.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
5.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>

1 - Gasoline, Diesel, Electric, Hybrid, Etc.
 2 - New, good, fair, poor condition of vehicle
 3 - Radio, AVL, Other (please specify)

4 - Source of funds (State, Local, Federal) used to purchase vehicle.
 5 - If vehicle is used, note the mileage at the time of purchase.
 6 - Minimum amount of insurance required to operate the vehicle.

Attachment 2: Maintenance of Vehicles and Vehicle Being Replaced

(For vehicle requests only)

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the vehicle manufacture's recommended maintenance schedule. Applicants must verify by certifying below:

Maintenance Certification

The Neighbor Network of Northern Nevada certifies that vehicles purchased under Section 5310 will be maintained in accordance with the detailed maintenance and inspection schedule provided by the manufacturer.

Amy Dewitt-Smith, MPA
(Signature of Authorized Representative)

Amy Dewitt-Smith, MPA
(Printed name)

Executive Director
(Title)

4/2/2018
(Date)

Vehicle Being Replaced

This vehicle will be taken out of service (can be used as backup).

Applicant: _____

Year of Vehicle Being Replaced: _____

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles.)

Make: _____

Model: _____

Vehicle Identification Number: _____

Mileage (indicate date of mileage): _____ (date)

Vehicle Condition: _____

Identify the type of vehicle requested that will replace the vehicle listed above: _____

Attachment 3: Local Governmental Authority Certification

(For Government Entities Only)

For governmental entities to be eligible for the "Traditional – Capital" 5310 funding, the state or local government authority needs to be approved by the State to coordinate services for seniors and individuals with disabilities or certify that there are no non-profit organizations readily available in the area to provide the service. See 49 U.S.C. 5310(b)(1) and (b)(2).

As the authorized representative of _____, I certify that:

Our agency is approved by the State to coordinate services for seniors and individuals with disabilities

OR

There are no nonprofit organizations readily available in the area to provide the service as described in the 5310 application.

(Signature of Authorized Representative)

(Printed name)

(Title)

Click here to select a date.

(Date)

Neighbor Network of Northern Nevada
Neighbor Network of Northern Nevada

Program Type: Standard

Application ID: 17VS198953

Budget Dates: 09/03/2017 - 09/01/2018

	Total Amt	CNCS Share	Grantee Share	Member Support
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses				
VISTA Project Supervisor	0	0	0	0
Total	\$0	\$0	\$0	\$0
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel				
Total	\$0	\$0	\$0	\$0
D. Equipment				
E. Supplies				
FICA	0	0	0	0
F. Contractual Service				
Payroll	0	0	0	0
Total	\$0	\$0	\$0	\$0
I. Other Volunteer Support Costs				
Criminal History Checks	0	0	0	0
Communications	0	0	0	0
Printing	0	0	0	0
Logistics	0	0	0	0
Audit	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
	0	0	0	0
Section I. Subtotal	\$0	\$0	\$0	\$0
Section II. Volunteer Expenses				
A. Personnel Expenses				
Living Allowances				
Full Time (Federal)	73,872	0	0	73,872
Full Time (non-Federal)				
Summer Associate (Federal)				
Summer Associate (non-Federal)				
Education and End of Service Awards				
Education Award	34,650	0	0	34,650
Education Award - Summer Associate	0	0	0	0
End of Service Stipend - Regular	0	0	0	0
End of Service Stipend - Leader	0	0	0	0
End of Service Stipend - Summer Associate	0	0	0	0
Total	\$108,522	\$0	\$0	\$108,522
B. Fringe Benefits				
Health Insurance				
Health Insurance	16,200	0	0	16,200
FICA				
FICA	0	0	0	0
Total	\$16,200	\$0	\$0	\$16,200
C. Travel				
G. Other Volunteer Expenses				
Federal COLA Increase	0	0	0	0
Non-Federal COLA/Costshare Increase	0	0	0	0

Neighbor Network of Northern Nevada
Neighbor Network of Northern Nevada

Program Type: Standard

Section II. Volunteer Expenses

Fingerprinting Reimbursement Enter \$25 per full-time grant VISTA	0	0	0	0
Pre-Service Orientation	0	0	0	0
Early/In-Service Training	0	0	0	0

Section II. Subtotal	Total	\$0	\$0	\$0	\$0
-----------------------------	-------	-----	-----	-----	-----

Budget Totals		\$124,722	\$0	\$0	\$124,722
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Budget Total Percentage			0%	0%	
Required Match			n/a		
# of years Receiving CNCS Funds			n/a		

SAMPLE

Hardware local share

NeighborNetwork@outlook.com

From: April Wolfe <wolfea@reno.gov>
Sent: Thursday, December 15, 2016 1:13 PM
To: Neighbor Network of Northern Nevada
Subject: Re: RAAC Funding Criteria
Attachments: Vendor Verification Form.pdf; fw9.pdf

Hello,

Your donation was approved at yesterday's Council meeting, I need a couple of forms back so I can send into finance for payment...please complete attached and send back.

Thanks,

April Wolfe, CTRS
Therapeutic Recreation Specialist
City of Reno-Parks, Recreation, and Community Services
775-333-7765 and 775-321-8338 (fax)
1301 Valley Road, Reno, NV 89512

On Mon, Sep 19, 2016 at 4:56 PM, Neighbor Network of Northern Nevada <NeighborNetwork@outlook.com> wrote:

Hi April,

Thank you for providing me with additional information regarding submitting a funding request with the RAAC. Please consider the following:

The Neighbor Network of Northern Nevada (N4) is a local 501(c)3 nonprofit charity with programs designed to increase civic engagement and link community members to each other and valuable resources to improve quality of life. N4 has fully inclusive programs in order to serve all citizens living in Reno, Nevada. N4 aims to foster sharing of information and resources within and between neighbors and involve all community assets in establishing and nurturing a helpful, caring community utilizing 1) a time exchange, 2) volunteer program, 3) information & referral system, and 4) a social program.

N4 will welcome six Americorp VISTA members this fall to increase community outreach, expand our volunteer program (to include a ride program), build more cultural diversity, and strengthen sustainability. Currently, our office shares one desktop computer borrowed from the Northern Nevada Center for Independent Living (NNCIL).

The individual application fee is \$60 to help cover a background check for each member. Currently, the Nevada Governor's Council on Developmental Disabilities is providing scholarships to people with intellectual disabilities to join N4.

N4 is respectfully requesting the following funding assistance:

(12) \$60 scholarships to cover application fees for people with a disability other than an intellectual disability (already covered by the DD council) = \$720

(12) \$60 scholarships for volunteers who serve as mentors to people with disabilities = \$720

(6) laptop computers for VISTA members to use in order to recruit members with disabilities and mentors, including providing training on using the N4 time exchange software = \$3,000

Total requested funds = \$4,480

Please let me know if I can provide any additional information.

Thank you for your consideration,

Amy Dewitt-Smith

Neighbor Network of Northern Nevada

(775) 453-4774

www.neighbornv.org

Use of Funds Report for the Neighbor Network of Northern Nevada (N4)

Reno Access Advisory Committee Meeting

September 26, 2017

Desktop Computer from New to You Computers (used with MS Windows 10)	\$284.00
Three tablets with attached keyboards and large capacity flash drives	\$450.46
Dell Laptop computer (new)	\$882.30
5 new member scholarships (\$60/ea) for people disabilities	\$300.00
12 + new member scholarships (\$60/ea) for mentors/volunteers	\$720.00
Total	\$2,636.76
Remaining funds	\$1,843.24

SAMPLE



March 31, 2018

Jennifer Meyers
RTC
1105 Terminal Way #200
Reno, NV 89502

Dear Jennifer,

The Northern Nevada Center for Independent Living (NNCIL) is excited to collaborate with the Sierra Nevada Transportation Coalition (SNTC) on the activities of the FTA 5310 FY19-20 grant. As you know, the SNTC is housed here at NNCIL, which gives us many opportunities to share information and concerns of our consumers with the SNTC. One of the biggest barriers to independent living and employment is the lack of transportation for people with disabilities.

Currently, we work closely together with SNTC to educate people with disabilities about the SNTC Bucks program. Having the SNTC office here makes it convenient for our consumers to get information and take advantage of this new transportation opportunity.

We look forward to working closely with the SNTC on more activities, such as a pilot to utilize underused community accessible vehicles. We are very pleased with the progress the SNTC has made to date and look forward to more successful projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Bonie", is written over a large, faint watermark that says "SAMPLE".

Lisa Bonie
Executive Director
Northern Nevada Center for Independent Living



March 31, 2018

Jennifer Meyers
RTC
1105 Terminal Way #200
Reno, NV 89502

Dear Ms. Meyers,

The Northern Nevada Center for Independent Living (NNCIL) fully supports the grant proposal as submitted by the Neighbor Network of Northern Nevada (N4). NNCIL has welcomed N4 at NNCIL over the past two years. NNCIL consumers have benefitted from the work N4 is doing in the community for seniors and people with disabilities. NNCIL is happy to support future N4 projects by providing space for meetings and program activities, as well as, office space.

NNCIL appreciates the need for accessible rides in Washoe County and looks forward to connecting consumers to the N4 Accessible Rides project. In addition, NNCIL will be the hub where N4 time exchange members, volunteer drivers, and Lyft drivers can utilize the N4 accessible van. NNCIL will continue to provide N4 members and future project participants a place to learn and grow for more independent living.

Sincerely,

Lisa Bonie
Executive Director
Northern Nevada Center for Independent Living



Neighbor Network of Northern Nevada · (775) 453-4774 · n4village@gmail.com · www.neighbornv.org

March 31, 2018

Jennifer Meyers
RTC
1105 Terminal Way #200
Reno, Nevada 89502

Dear Jennifer,

The Neighbor Network of Northern Nevada (N4) fully supports the grant proposal as submitted by the Sierra Nevada Transportation Coalition (SNTC). The SNTC developed N4 during a Healthcare Mobility Access grant, and we have been collaborating ever since. We began working together last year as N4 provided administrative support to SNTC. In addition, SNTC and N4 work closely together to gauge the "pulse" of our constituents through focus groups and crossover events. And, with both organizations located at the Northern Nevada Center for Independent Living (NNCIL) we have many opportunities to interact with many others who come to NNCIL for services.

The FTA FY19-20 grant will give SNTC and N4 the opportunity to continue to work together to improve transportation opportunities for people in Washoe County, especially people with disabilities and seniors. Through the SNTC's work and our proposal to purchase an accessible van, I see many opportunities to improve transportation together.

Sincerely,

Amy Dewitt Smith, MPA

The Neighbor Network of Northern Nevada is a private nonprofit 501(c)3 organization located in Washoe County, Nevada. We believe in building healthy communities and strengthening civic engagement with reciprocity. Everyone has talents and is a valuable member of our community.



Financial Statements

December 31, 2018, 2017 and 2016

SAMPLE

Neighbor Network of Northern Nevada
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December 31, 2018, 2017 and 2016

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SAMPLE

**Cupit, Milligan,
Ogden & Williams**
Certified Public Accountants

Shareholders
Edward R. Cupit, CPA (1943-2010)
Ronald A. Milligan, CPA
Thomas M. Ogden, CPA
Melvin L. Williams, CPA

Independent Auditors' Report

To the Board of Directors of Neighbor Network of Northern Nevada

Report on the Financial Statements

We have audited the accompanying financial statements of Neighbor Network of Northern Nevada (a non-profit organization), which comprise the statements of financial position as of December 31, 2018, 2017 and 2016 and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Neighbor Network of Northern Nevada as of December 31, 2018 and 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Cupit, Milligan, Ogden & Williams

Reno, Nevada
March 28, 2019

Neighbor Network of Northern Nevada
Statements of Financial Position
December 31, 2018, 2017 and 2016

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Assets			
<i>Current Assets</i>			
Cash	\$ 698	\$ 8,237	\$ 455
Accounts receivable	16,266	-	2,760
<i>Total Current Assets</i>	<u>16,964</u>	<u>8,237</u>	<u>3,215</u>
Total Assets	<u>\$ 16,964</u>	<u>\$ 8,237</u>	<u>\$ 3,215</u>
Liabilities and Net Assets			
<i>Current Liabilities</i>			
Accounts payable	\$ 250	\$ 625	\$ 3,060
Accrued payroll	408	-	-
<i>Total Current Liabilities</i>	<u>658</u>	<u>625</u>	<u>3,060</u>
<i>Net Assets</i>			
Net assets without donor restrictions	16,306	7,612	155
<i>Total Net Assets</i>	<u>16,306</u>	<u>7,612</u>	<u>155</u>
Total Liabilities and Net Assets	<u>\$ 16,964</u>	<u>\$ 8,237</u>	<u>\$ 3,215</u>

The accompanying notes are an integral part of these financial statements.

Neighbor Network of Northern Nevada
Statements of Activities
For the years ended December 31, 2018, 2017 and 2016

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Revenue			
In-kind donations	\$ 134,684	\$ 125,134	\$ 42,290
Grant income	33,893	34,200	12,446
Contract income	19,702	11,355	-
Other	539	180	696
Total Revenue	<u>188,818</u>	<u>170,869</u>	<u>55,432</u>
Expense			
<i>Program Services</i>			
Transportation	97,267	86,609	28,745
Time Exchange	14,408	13,073	4,422
Other	36,024	31,051	10,503
<i>Total Program Services</i>	<u>147,699</u>	<u>130,733</u>	<u>43,670</u>
<i>Supporting Services</i>			
General and administrative	32,425	32,679	11,607
<i>Total Supporting Services</i>	<u>32,425</u>	<u>32,679</u>	<u>11,607</u>
Total Expense	<u>180,124</u>	<u>163,412</u>	<u>55,277</u>
Changes in Net Assets	8,694	7,457	155
Net Assets, Beginning of Year	<u>7,612</u>	<u>155</u>	<u>-</u>
Net Assets, End of Year	<u>\$ 16,306</u>	<u>\$ 7,612</u>	<u>\$ 155</u>

The accompanying notes are an integral part of these financial statements.

Neighbor Network of Northern Nevada
Statements of Functional Expenses
For the years ended December 31, 2018, 2017 and 2016

2018							
	Program Services			Total Program Services	Supporting Services		Total Expense
	Transportation	Time Exchange	Other		General and Administrative	Total Supporting Services	
Accounting	\$ 405	\$ 60	\$ 150	\$ 615	\$ 135	\$ 135	\$ 750
Contract services	86,381	12,797	31,993	131,171	28,794	28,794	159,965
Facilities and equipment	6,691	991	2,478	10,160	2,231	2,231	12,391
Insurance	1,466	217	543	2,226	488	488	2,714
Licenses and fees	487	72	180	739	163	163	902
Payroll and related costs	400	59	148	607	134	134	741
Printing	454	67	168	689	151	151	840
Supplies	761	113	282	1,156	254	254	1,410
Telephone and utilities	179	26	66	271	60	60	331
Travel and entertainment	43	6	16	65	15	15	80
Total Expense	\$ 97,267	\$ 14,408	\$ 36,024	\$ 147,699	\$ 32,425	\$ 32,425	\$ 180,124

2017							
	Program Services			Total Program Services	Supporting Services		Total Expense
	Transportation	Time Exchange	Other		General and Administrative	Total Supporting Services	
Contract services	\$ 83,149	\$ 12,551	\$ 29,808	\$ 125,508	\$ 31,376	\$ 31,376	\$ 156,884
Dues and subscriptions	91	14	32	137	34	34	171
Facilities and equipment	2,031	307	728	3,066	767	767	3,833
Insurance	248	37	89	374	93	93	467
Licenses and fees	53	8	19	80	20	20	100
Supplies	466	70	167	703	176	176	879
Telephone and utilities	404	61	145	610	153	153	763
Travel and entertainment	167	25	63	255	60	60	315
Total Expense	\$ 86,609	\$ 13,073	\$ 31,051	\$ 130,733	\$ 32,679	\$ 32,679	\$ 163,412

2016							
	Program Services			Total Program Services	Supporting Services		Total Expense
	Transportation	Time Exchange	Other		General and Administrative	Total Supporting Services	
Contract services	\$ 27,756	\$ 4,270	\$ 10,141	\$ 42,167	\$ 11,209	\$ 11,209	\$ 53,376
Facilities and equipment	796	122	291	1,209	321	321	1,530
Other	103	16	38	157	41	41	198
Printing	77	12	28	117	31	31	148
Travel and entertainment	13	2	5	20	5	5	25
Total Expense	\$ 28,745	\$ 4,422	\$ 10,503	\$ 43,670	\$ 11,607	\$ 11,607	\$ 55,277

The accompanying notes are an integral part of these financial statements.

Neighbor Network of Northern Nevada
Statements of Cash Flows
For the years ended December 31, 2018, 2017 and 2016

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Cash Flows from Operating Activities			
Changes in net assets	\$ 8,694	\$ 7,457	\$ 155
<i>Net change in assets and liabilities</i>			
Accounts receivable	(16,266)	2,760	(2,760)
Accounts payable	(375)	(2,435)	3,060
Accrued payroll	408	-	-
Net Cash (Used) Provided by Operating Activities	<u>(7,539)</u>	<u>7,782</u>	<u>455</u>
Net Change in Cash	(7,539)	7,782	455
Cash, Beginning of Year	<u>8,237</u>	<u>455</u>	<u>-</u>
Cash, End of Year	<u>\$ 698</u>	<u>\$ 8,237</u>	<u>\$ 455</u>
Supplemental Disclosure of Cash Flow Information			
<i>Cash paid during the year for</i>			
Interest	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Income taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

1. Nature of Operations

Organization

The Neighbor Network of Northern Nevada (N4) is a non-profit corporation formed for the purpose of connecting people living in Northern Nevada for inclusive community-based services, volunteer opportunities, and affordable transportation. N4 was formed in the State of Nevada on May 22, 2015 and commenced operations in August 2016. N4 is generally exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Description of Program and Supporting Services

Program Services

- **Transportation**

N4 Connect - This program provides a means for people with disabilities and/or adults over 60 to access more affordable transportation by obtaining ride sharing services at discounted rates. For those needing assistance in scheduling a ride, N4 offers a concierge scheduling service.

N4 Transit Planning for All - This program is designed to gather the information needed to help facilitate the development of local, inclusive transportation systems in which people with disabilities, older adults and caregivers actively participate in both advisory and decision-making capacities through, focus groups and interview sessions.

- **Time Exchange**

N4's Time Exchange is a way for members of the community to give and receive services, without exchanging any money. Members earn credits for every hour of service they provide to another member. Time credits are exchanged for services from other members.

- **Other**

Volunteer Village - N4 builds partnerships with local organizations to provide volunteer opportunities to members. Individuals can opt-in to Volunteer Village without participating in the Time Exchange.

Healthy Community - N4 facilitates monthly Healthy Choices Workshops to share information about health topics and ways to find local health-related resources. Workshops are open to all, however, content is geared toward people with disabilities.

Supporting Services

- **General and Administrative**

These services include functions necessary to maintain an equitable employment program, ensure an adequate working environment, provide coordination of programs, and manage the financial and budgetary responsibilities of N4.

2. Summary of Significant Accounting Policies

Financial Statement Presentation

N4 follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) No. 958, Not for Profit Entities. Under ASC No. 958, N4 is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions as follows:

- Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations.
- Net Assets With Donor Restrictions – Net assets subject to donor-imposed stipulations. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction. N4 did not have any net assets with donor restrictions at December 31, 2018, 2017 or 2016.

In preparing these financial statements, N4 has evaluated events and transactions for potential recognition or disclosure through March 28, 2019, the date the financial statements were available to be issued.

Use of Estimates

The preparation of the financial statements requires management to make a number of estimates and assumptions relating to the reported amount of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expense during the period. Actual results could differ from those estimates

Accounts Receivables

Accounts receivable consist of receivables for grants and contracted services. Management of N4 expects the receivable balances to be fully collectible and accordingly an allowance for uncollectible accounts has not been established. Past due balances are reviewed individually for collectability. N4 does not have any off-balance sheet credit exposure related to its receivables.

Revenue Recognition

Revenues from grants and contracts, including those from governmental agencies, are reported as revenue without donor restrictions and are recognized as qualifying expenses are incurred under the agreements. Revenue from grants that provide services are recognized over the term of the grant as the services are provided and are reported as in-kind donations.

In-Kind Donations

Contributions of services are recognized as in-kind revenue when the services received create or enhance nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation in accordance with ASC No. 958-605-25-16, *Not for Profit Entities – Contributions Received*. Contributions of services are measured at their fair market value.

N4 has determined that rent contributed by the organization's landlord and staffing provided to N4 under grants from AmeriCorps also meet the criteria for recognition. Time donated by other volunteers, such as those serving on the Board of Directors, has not been recognized as it does not meet the criteria established by the ASC.

Neighbor Network of Northern Nevada
Notes to Financial Statements
December 31, 2018, 2017 and 2016

Expense Allocation

Functional expenses, which are not directly attributable to a specific function, are allocated between programs and supporting services based on the staff involved, the amount of time spent, and management estimates. Functional expenses are considered an expense in the year incurred and, accordingly, are charged to operations on a current basis.

Recent Accounting Guidance

During the year ended December 31, 2018, N4 adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-14, "Presentation of Financial Statements of Not-for-Profit Entities." ASU 2016-14 amends guidance concerning the presentation within the financial statements of not-for-profit entities and requires additional information to be disclosed concerning a not-for-profit entity's liquidity and allocation of resources.

3. Liquidity and Availability of Resources

The following reflects the N4's financial assets as of December 31, 2018, reduced by amounts not available for general use because of a contractual or donor-imposed restrictions within one year of the statement of financial position.

Financial assets at year end	\$ 16,964
Less those unavailable for general expenditure within one year due to:	
Contractual or donor-imposed restrictions:	
Restricted by donors for use in specified programs	<u>-</u>
Financial assets available to meet cash needs for general expenditure within one year	<u>\$ 16,964</u>

As of December 31, 2018, N4 had \$75,751 of contingent revenue related to grants agreements. The revenue and related receivables are recognized as eligible expenses are incurred. Additionally, at December 31, 2018, N4 had \$83,728 of remaining staffing support under a grant from AmeriCorps. Such staffing will be provided in the year ending December 31, 2019. N4 also has several grant proposals currently being reviewed; however, there can be no assurance that such grant funding will be awarded.

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

Neighbor Network of Northern Nevada
Notes to Financial Statements
December 31, 2018, 2017 and 2016

4. Concentrations of Revenue

The following schedule shows the concentrations of N4's revenue for the years ended December 31, 2018, 2017 and 2016:

	<u>2018</u>	<u>2017</u>	<u>2016</u>
In-kind donations	71.3%	73.2%	76.3%
Grant income	18.0%	20.0%	22.5%
Contract income	10.4%	6.7%	0.0%
Other	0.3%	0.1%	1.2%
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

ATTACHMENT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2018-06-27 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 348-0171.

2. INDEMNIFICATION

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

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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, CONTRACTOR 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 CONTRACTOR'S obligation here under shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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, CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

All policies shall provide for and include endorsements confirming that at least thirty (30) days' written notice will be provided 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. CONTRACTOR shall be responsible to provide 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. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (collectively, "Subs") as insureds under its policy OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. The limits shall be \$1,000,000 per occurrence \$1,000,000 aggregate for General Liability or the amount customarily carried by the Sub, whichever is GREATER. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. 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 Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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 CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. MISCELLANEOUS 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 CONTRACTOR 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 CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'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

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

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).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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 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

The status of RTC as an insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR 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. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of

not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR 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 CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR 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 CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor 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 CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR 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.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or 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.

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

13. CRIME INSURANCE

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. If CONSULTANT will have care, custody or control of RTC money, securities or other property, coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.

EXHIBIT A
AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation));
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

EXHIBIT B
LOBBYING CERTIFICATION

(To be submitted with a bid or offer exceeding \$100,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by A Government wide Guidance for New Restrictions on Lobbying,@ 61 Fed. Reg.1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31, USC §3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Bidder or Offeror's Authorized Official _____

Name and Title of Bidder or Offeror's Authorized Official _____

Date _____

(Note: Bidders are required, pursuant to federal law, to include the above language in subcontracts over \$100,000 and to obtain this lobbying certificate from each subcontractor being paid \$100,000 or more under this contract.)

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

EXHIBIT D

FTA REQUIRED CLAUSES

CLAUSE 1 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Not applicable.

CLAUSE 2 - CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

Not applicable.

CLAUSE 3 - SCHOOL BUS OPERATIONS [49 U.S.C. 5323(f); 49 C.F.R. part 605]

Not applicable.

CLAUSE 4 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

Not applicable.

CLAUSE 5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

CLAUSE 6 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 7 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any

other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

CLAUSE 8 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

CLAUSE 9 - FEDERAL CHANGES

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

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CLAUSE 10 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 11 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

Not applicable.

CLAUSE 12 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CLAUSE 13 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

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

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CLAUSE 14 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted award;
 - 2. Suspended from participation in any federally assisted award;
 - 3. Proposed for debarment from participation in any federally assisted award;
 - 4. Declared ineligible to participate in any federally assisted award;
 - 5. Voluntarily excluded from participation in any federally assisted award; or
 - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC

of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

CLAUSE 15 - PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 16 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

- A. **Nondiscrimination in Federal Public Transportation Programs**

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in

employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin,

disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

CLAUSE 17 - PATENT RIGHTS AND RIGHTS IN DATA [2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401]

- A. Contractor agrees that the use of any data produced or delivered under the terms of the Agreement including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the provisions of 35 U.S.C. § 200 et seq., the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Transit Administration. In addition, Contractor agrees that it will not publish such data without the written consent of the RTC and, if appropriate, the Federal Government.
- B. Contractor agrees that the Federal Government may acquire patent rights when Contractor produces a patented or patentable invention, improvement, or discovery under this Agreement. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with Federal assistance. When a patent is issued or patented information becomes available as described in this subsection, Contractor shall notify the RTC immediately and provide a detailed report satisfactory to the RTC and the Federal Government. Contractor's rights and responsibilities in the federally

assisted invention, improvement, or discovery will be determined as provided in applicable Federal laws, regulations, requirements, and guidance.

CLAUSE 18 - TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS [49 U.S.C. § 5333(b); "13(c)"; 29 C.F.R. part 215]

Not applicable.

CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written

documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.

- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

CLAUSE 20 - INCORPORATION OF FTA TERMS

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

CLAUSE 21 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

Not applicable.

CLAUSE 22 - TRANSIT ASSET MANAGEMENT

Not applicable.

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CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 24 - FEDERAL MOTOR CARRIER SAFETY

Not applicable.

CLAUSE 25 - VETERANS PREFERENCE

Not applicable.

CLAUSE 26 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

Not applicable.

CLAUSE 27 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- CONSTRUCTION

Not applicable.

CLAUSE 28 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON- CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 30 - NATIONAL TRANSIT DATABASE

Not applicable.

CLAUSE 31 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

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CLAUSE 32 - BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

Not applicable.

CLAUSE 33 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

CLAUSE 34 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Not applicable.

CLAUSE 35 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. **Distracted Driving.** Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

CLAUSE 36 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Not applicable.

CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii); Federal Transit

Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

CLAUSE 39 - INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

CLAUSE 40 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.



REGIONAL TRANSPORTATION COMMISSION


Public Transportation • Streets and Highways • Planning

August 16, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment No. 1 to the PSA between RTC and Wood Rodgers, Inc. for the Reno Consolidated 19-02 Rehab & Reconstruction Project - North Hills Blvd, & Hunter Lake Dr. Intersection

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Wood Rodgers, Inc. for engineering services during construction related to the Reno Consolidated 19-02 - North Hills Boulevard, and Hunter Lake Drive Intersection Project in the amount of \$54,445 for a new not to exceed amount of \$538,550; authorize the RTC Executive Director to execute the Amendment.

SUMMARY

As the design was finalized and additional drainage improvements were identified, it was determined that fifteen (15) additional working days were needed to complete construction of this project. The original construction working day estimate was forty-five (45).

This amendment adds \$54,445 to the current PSA amount of \$484,105 for a new total not to exceed amount of \$538,550. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations for the project design and construction services were included in FY 2019 Program of Projects as part of the 2018/2019 Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

September 21, 2018 Approved the selection of Wood Rodgers, Inc. and authorized the Executive Director to negotiate and execute a PSA.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
WOOD ROGERS, INC.

The Regional Transportation Commission of Washoe County (“RTC”) and Wood Rogers, Inc. (“CONSULTANT”), entered into an agreement dated and effective October 1, 2018 (the “Agreement”). This Amendment No. 1 is dated and effective as of August 16, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$54,445 of additional services under Task 8 to 10 (Construction Services); and

WHEREAS, the additional services under Construction Services have been amended to reflect a change in construction working days from initial project inception through final design.

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

- 1. Section 3.2 is replaced in its entirety with the following:

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

Total Design Services (Tasks 1 to 7)	\$266,170.00
Total Optional Construction Services (Tasks 8 to 10)	<u>\$272,380.00</u>
Total (Including Optional Construction Services)	\$538,550.00

Any cost savings on the Total Design Services may be applied to increase the not-to-exceed amount for the Total Options Services (if exercised by RTC), provided that in no case will CONSULTANT be compensated in excess of the Total not-to-exceed amount.

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

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

APPROVED AS TO LEGALITY AND FORM:

Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

WOOD ROGERS, INC.

By _____
Mark Casey, P.E., Vice President

SAMPLE

Exhibit B

Compensation

SAMPLE

EXHIBIT "B"



CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$215
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$150
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$130
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$120
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105
CAD Technician III	\$130
CAD Technician II	\$120
CAD Technician I	\$110
Project Coordinator	\$95
Administrative Assistant	\$75
Construction Project Manager	\$140
Inspector III	\$110
Inspector II	\$98
Inspector I	\$88
Field/Lab Technician IV	\$150
Field/Lab Technician III	\$105
Field/Lab Technician II	\$93
Field/Lab Technician I	\$83
1 Person Survey Crew	\$140
2 Person Survey Crew	\$190
3 Person Survey Crew	\$250
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 53.5 cents per mile.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Judy L. Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment No. 1 to the PSA between the RTC and CFA, Inc. for the Sparks Consolidated 19-01 Project

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional final design and construction services related to utility work on 15th and C Street and increased grind/overlay quantities on El Rancho for the Sparks Consolidated 19-01 - 15th Street, Franklin Way, Hulda Court, and El Rancho Drive Project, in the amount of \$27,962 for a new not to exceed amount of \$420,943; authorize the RTC Executive Director to execute the amendment.

SUMMARY

In cooperation with the City of Sparks and Truckee Meadows Water Authority sanitary sewer, storm drainage rehabilitation, water main replacement, median improvements, and striping modifications were added to the project during final design. This amendment adds funds for additional design and construction services as needed for improvements to be included with this project.

This amendment adds \$16,255 to the current PSA design amount and \$11,707 to the current PSA construction services amount for a new total not to exceed amount of \$420,943. The cost proposal and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations for the project design and construction services were included in FY 2019 Program of Projects as part of the 2018/2019 Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

- May 20, 2019 Approved City of Sparks Interlocal Cooperative Agreement (ICA) for Reimbursement
- May 20, 2019 Approved Truckee Meadows Water Authority Interlocal Cooperative Agreement (ICA) for Reimbursement
- September 21, 2018 Approved Professional Services Agreement (PSA) with CFA, Inc. to provide design and engineering during construction services for the Sparks Consolidated 19-01 Project.
- June 15, 2018 Approved the FY 2019 Program of Projects.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
CFA, INC.

The Regional Transportation Commission of Washoe County (“RTC”) and CFA, Inc., (“CONSULTANT”), entered into an agreement on October 1, 2018 (the “Agreement”). This Amendment No. 1 is dated and effective as of August 26, 2019.

RECITALS

WHEREAS, as 90% design plans were being completed for the Sparks Consolidated 19-01 project, it was determined that additional design and construction effort is necessary to add C Street sanitary sewer rehabilitation, storm drainage/water main improvements at the C Street/15th Street intersection, 15th Street median improvements, and Greg Street striping modifications; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$16,255 of additional services under Task 2.1.C (Final Design) and \$11,707 of additional services under Tasks 2.1.E to 2.1.I (Construction Services); and

WHEREAS, the additional services under Design and Construction Services have been amended to reflect increases in the scope of work from initial project inception through final design.

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

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

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

Total Design Services (Tasks 2.1.A to 2.1.D)	\$211,245.00
<u>Total OPTIONAL Construction Services (Task 2.1.E to 2.1.J)</u>	<u>\$209,698.00</u>
Total (Including Optional Services)	\$420,943.00

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A – attached

3. Exhibit B – Cost Proposal of the Agreement is replaced in its entirety with the version of Exhibit B – Cost Proposal attached hereto.

4. Section 1.4 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above until June 30, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

5. All other provisions of the Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

CFA, INC.

By _____
Mike Wilhelm, Principal

Exhibit A

Scope of Services, Project Team, and Schedule

SAMPLE

EXHIBIT A

SCOPE OF SERVICES AMENDMENT NO. 1
FOR THE

Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court, and Sidewalk on El Rancho Drive Project

2.1. **SCOPE OF SERVICES**

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. (NOT APPLICABLE)
2. Condition Survey.
 - a. CONSUTLANT will perform a brief pavement condition survey on the assigned road segments. Information on the extent and severity of several different distress types will be obtained. These distress types include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality may also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.
 - c. Construction of improvements for a Special Assessment District (SAD). (NOT APPLICABLE)
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Sparks and/or the Nevada DOT traffic records. RTC bus schedules

will be utilized to determine the average annual bus traffic on 15th Street

- b. CONSULTANT will provide 24-hour traffic counts: (NOT APPLICABLE)
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 will be tied to the roadway centerline and existing monuments (if found). 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 three to four (3-4) parcels will require permanent and/or temporary easements and/or potential fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 3 to 4 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 will obtain Title Reports and updates as required. CONSULTANT will invoice RTC for these items as reimbursable expenses.

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

Deliverables – property boundary for 3 to 4 parcels along with exhibit maps and legal descriptions for easements on each parcel.
5. Subsection Identification and Core Location Selection. Locations for pavement boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately four (4) pavement core locations and four (4) bores will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types.
6. Geotechnical Investigation. CONSULTANT will core each location for the purpose of determining if stripping is taking place. Following pavement coring, the subsurface soils will be hand augered, if possible, to a depth of

five feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. If the subsurface soils are unable to be augered by hand, a drill rig will be mobilized to complete the investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. All plantmix bituminous pavement cores will be retained for possible testing should the hot-in-place recycling construction option be chosen. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.

7. Backcalculation Analysis. NOT APPLICABLE.
8. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of the backcalculation, CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - AC overlay (only)
 - Full-depth patching (plus AC overlay)
 - Mill and fill (plus AC overlay)
 - Cold in-place recycling (plus AC overlay)
 - Roadbed modification (reconstruction)
 - PCC paving

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

9. Conduct Life-Cycle Cost Analysis. The latest unit cost information for materials, construction and maintenance will be used by CONSULTANT to estimate the initial construction and future maintenance cost associated with each alternative.
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the results of the life-cycle cost analysis, cost and some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
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 companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
 - d. Utility Pothole Exploration: (NOT APPLICABLE).
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 Report and pavement design shall also be submitted to the City of Sparks. The recommended pavement sections will meet the City's minimum standards.

2.1.B. Preliminary Design

- 1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
- 2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs, or from right-of-way to right-of-way as required, along the length of the project to provide for consideration of improvements and grade continuity behind the curb. As an option, topography at 1-foot contour intervals can be added.

3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and City of Sparks standards shall be identified.
5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.
6. Traffic Engineering Services. CONSULTANT will prepare minor traffic signal modification plans and signage modification plans to include pedestrian push-button, RRFB, and loop detector work.

2.1.C. Final Design

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

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

- Cover Sheet
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Intersection and Signal Layout Plan Sheets (at 1"=10' scale)
- Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect

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

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

- 50% & 90% Plans – One 22”x34” set each to RTC and City of Sparks, two 11”x17” sets to RTC, six 11”x17” sets to City of Sparks, 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 City of Sparks.
 - 100% Plans – One 11”x17” each to RTC and City of Sparks.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and City of Sparks.
 - Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC and City of Sparks.
 - Final Working Specification Document – One set each to RTC and City of Sparks, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and

provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

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

2.1.D. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.
4. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1A to 2.1D. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

2.1.E - I Construction Services - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.E. Contract Administration

1. Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2.1.F. Construction Surveying

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.G. Inspection

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 50 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 80 hours of field inspection and sampling and 80 hours of Nuclear Gauge time are anticipated.

2.1.H. Materials Testing per attached scope of services by Black Eagle Consulting, Inc., dated July 18, 2019.

2.1.I. As-Built Information

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 City of Sparks. 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.

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

SAMPLE

Mr. Mike Wilhelm, P.E., W.R.S.
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502

Exhibit A
July 9, 2019
Revised July 18, 2019

RE: Proposal to Provide Inspection and Materials Testing Services
RTC Rehabilitation Project: El Rancho Drive, 15th Street, Hulda Court and Franklin Way
Reno, Nevada

Dear Mr. Wilhelm:

As requested, Black Eagle Consulting, Inc. (BEC) is pleased to present the following budget estimate to provide inspection and materials testing services for the referenced roadways located in Reno, Nevada. Our costs for this project are based on the following information:

- Project drawings titled *Sparks Consolidated 19-01 Project (El Rancho Drive, 15th Street, Franklin Way, Hulda Court)*, WA-2019-188, RTC Project No. 0222027, prepared by CFA, Inc., dated May 13, 2019.
- Project specifications titled *Sparks Consolidated 19-01 Project*, prepared by CFA Inc.
- Geotechnical investigation report titled *Pavement Subgrade Soils Evaluation and Design, Reconstruction of Segments of 15th Street, Franklin Way and Hulda Court, Sparks, Nevada*, prepared by BEC, 2nd Revision dated May 8, 2019.
- *Standard Specifications for Public Works Construction (SSPWC)*, 2012, Revision 8.
- *Standard Details for Public Works Construction (SDPWC)*, Latest Edition.
- *Preliminary Schedule* provided by Spanish Springs Construction Company.

Based on the information noted above and our experience with similar projects in the area, we anticipate the following scope of work:

El Rancho Drive - \$15,526.50:

Site Work:

- Our inspector/tester will make 7 visits at 3 hours each for density testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and roadway shoulder subgrade and aggregate base.
- Our inspector/tester will make 1 visit at 2 hours for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 13 visits at 3 hours each for inspection and testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, pole foundations, and adjust utility cover(s) concrete. Eleven sets of concrete cylinders will be cast for compressive strength testing.
- Our inspector/tester will make 1 visit at 1 hour for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during roadway paving operations. Three asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Three sets of pavement cores will be taken and tested for thickness and in-place air voids.
- Our inspector/tester will make 2 visits at 2 hours each for the sampling of asphalt materials during driveway paving operations. Two asphalt concrete hot-samples will be taken and archived for future testing, if required.
- We have budgeted for the asphalt binder samples to be delivered to the Nevada Department of Transportation's (NDOT's) Carson City laboratory for testing.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600 Fax: 775/359-7766
Email: mail@blackeagleconsulting.com

CFA Inc.

July 18, 2019

Lab Testing:

- We have budgeted for 1 sieve analysis, 1 Atterberg limits, 1 modified Proctor, 1 Fractured Face, 1 R-value, and 1 Resistance to Wear test for the aggregate base.
- We have budgeted for 3 hot-mix asphalt samples to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 3 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 11 sets of concrete cylinders to be tested for compressive strength.

15th Street - \$27,578.00:

Site Work:

- Our inspector/tester will make 20 visits at 3 hours each for density testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and roadway subgrade and aggregate base.
- Our inspector/tester will make 17 visits at 2 hours each for density testing of the bedding and backfill for the sewer line, water line, storm drain, manholes, catch basin(s) and gas line utilities.
- Our inspector/tester will make 19 visits at 3 hours each for inspection and testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and adjust utility cover(s) concrete. Nineteen sets of concrete cylinders will be cast for compressive strength testing.
- Our inspector/tester will make 2 visits at 1 hours each for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during paving operations. Three asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Three sets of pavement cores will be taken and tested for thickness and in-place air voids.
- Our inspector/tester will make 5 visits at 2 hours each for the sampling of asphalt materials during driveway paving operations. Five asphalt concrete hot-samples will be taken and archived for future testing, if required.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.

Lab Testing:

- We have budgeted for 1 sieve, Proctor, and Atterberg limits tests for the utility bedding/backfill material.
- We have budgeted for 3 hot-mix asphalt samples to be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 3 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 19 sets of concrete cylinders to be tested for compressive strength.



CFA Inc.

July 18, 2019

Hulda Court - \$5,050.00:

Site Work:

- Our inspector/tester will make 4 visits at 3 hours each for density testing of the curb & gutter, driveway and roadway shoulder subgrade and aggregate base.
- Our inspector/tester will make 1 visit at 2 hours for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 3 visits at 3 hours each for inspection and testing of the curb & gutter, driveways and adjust utility cover(s) concrete. Three sets of concrete cylinders will be cast for compressive strength testing. We have also budgeted for concrete cylinder pickup and delivery to our laboratory.
- Our inspector/tester will make 1 visit at 1 hour for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 1 visit at 4 hours for the sampling and materials testing during paving operations. One asphalt concrete hot-sample will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 4 hours for coring of the asphalt. One set of pavement cores will be taken and tested for thickness and in-place air voids.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.

Lab Testing:

- We have budgeted for 1 hot-mix asphalt sample to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 1 set of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 3 sets of concrete cylinders to be tested for compressive strength.

Franklin Way - \$14,891.50:

Site Work:

- Our inspector/tester will make 13 visits at 3 hours each for density testing of the curb & gutter, driveway, roadway and back of curb (shoulder) subgrade and aggregate base.
- Our inspector/tester will make 2 visits at 2 hours each for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 7 visits at 3 hours each for inspection and testing of the curb & gutter, driveways and adjust utility cover(s) concrete. Seven sets of concrete cylinders will be cast for compressive strength testing. We have also budgeted for concrete cylinder pickup and delivery to our laboratory.
- Our inspector/tester will make 2 visits at 1 hour each for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during paving operations. Five asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Five sets of pavement cores will be taken and tested for thickness and in-place air voids.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.



CFA Inc.

July 18, 2019

Lab Testing:

- We have budgeted for 5 hot-mix asphalt samples to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 5 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 7 sets of concrete cylinders to be tested for compressive strength.

Additional Items

- A minimum 24-hours' notice will be required for scheduling of testing and inspections.
- The above estimates do not include any allowances for the over-excavation contingency items.
- We have made an allowance for weekend and overtime work based on the preliminary schedule.
- No allowance has been made for any re-testing of any materials or workmanship not in conformance with project specifications.
- No allowance has been made for any geotechnical consultation during materials sampling and testing.
- No allowance has been made for prevailing wage rates for inspection and testing services.
- We have made an allowance for the Materials Testing and Inspection (MT&I) report at the end of the project.
- We have made an allowance for attending weekly meetings, project management, and clerical time and for all field equipment required, including vehicles.

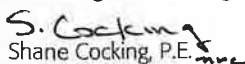
We estimate a cost of \$63,046.00 to perform materials testing and inspection services for this project. These costs are valid for a period of 90 days from the date of this proposal. If work is authorized after 90 days has expired, our budget may need to be modified to reflect any adjustments to our Standard Rates for Services in effect at that time. Because a construction schedule was not available at the time of this proposal, our costs are based on assumed construction production rates. Our actual costs will be directly associated with production. If it takes longer to complete the tasks than assumed, or if laboratory testing is required more frequently than we have assumed, additional costs will be incurred. Conversely, if work is completed sooner than assumed and efficiently coordinated with inspection and testing, a cost savings will be realized.

Unless BEC executes a contract to the contrary, all services will be performed on a time-and-materials basis in accordance with our Standard Rates for Services in effect at the time of service and the terms and conditions of the attached Professional Services Agreement. If the terms and conditions of this proposal are acceptable, please sign the Professional Services Agreement, make a copy for your records, and return the signed agreement as your authorization for BEC to proceed. Services rendered by BEC under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. The Professional Services Agreement shall be binding on both parties if work is started prior to its execution.

We greatly appreciate having the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, or require any additional information, please feel free to call us.

Sincerely,

Black Eagle Consulting, Inc.


Shane Cocking, P.E.
Project Manager

SRC:mrc

Enclosures: 2019 Standard Rates for Services



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600 Fax: 775/359-7766
Email: mail@blackeagleconsulting.com

EXHIBIT A

Project team for the Sparks Consolidated 19-01 project.

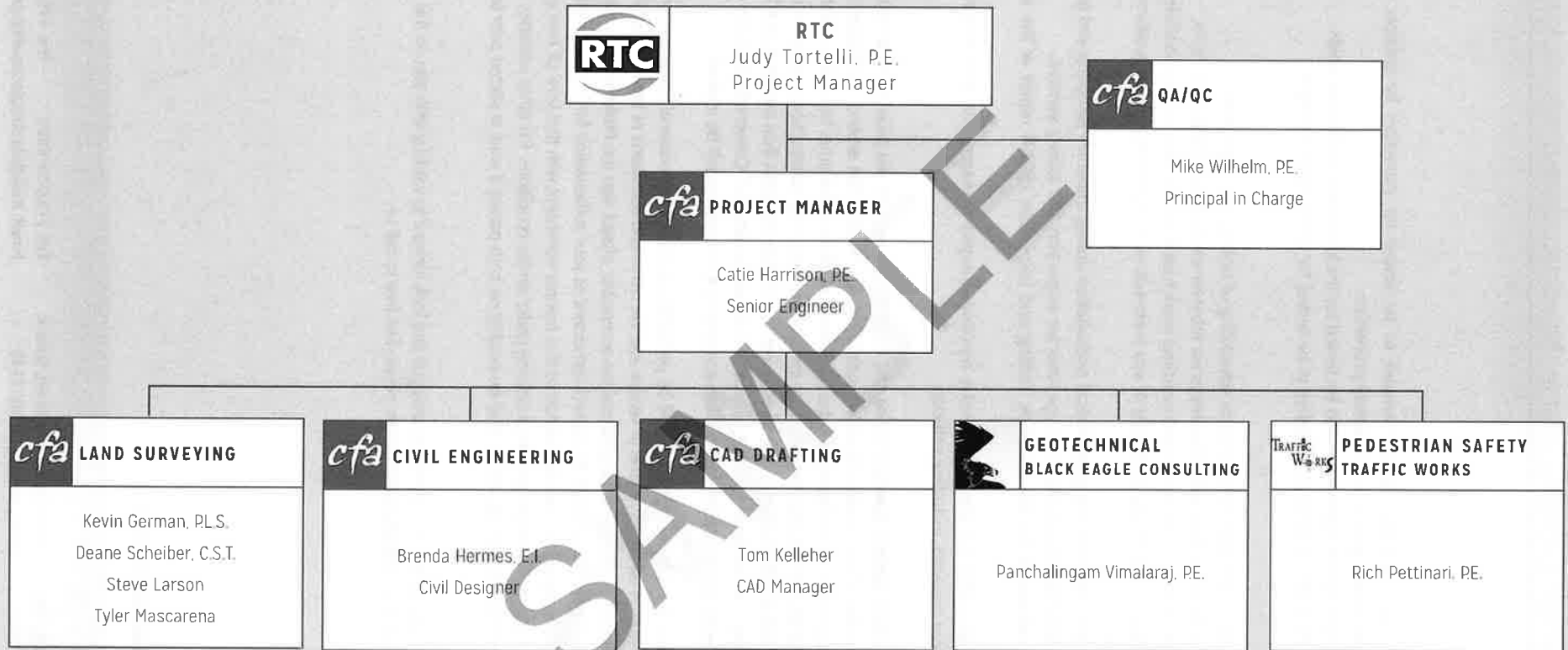


Exhibit B

Cost Proposal and Fee Schedule

SAMPLE

Exhibit B
Cost Proposal Amendment No. 1 For Sparks Consolidated 19-01 Project
July 29, 2019

Task #	Task	Rev#	Task Description	Start																Totals					
				Proposed Eng - M/W / Principal Eng - K/S		Sr. Engineer - G/H		Sv. Designer - S/H		CAD Tech - J/S		Survey Crew		Survey Tech - O/S		Chemical or Inspector		Other	Subcontractor	# of Hours	Cost				
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost			Cost			
2.1A	Investigation of Existing Conditions	1	Definition Study	150	1	150	150	1	150	90	1	90	195	1	195	60	1	60	0	0	60	0	60	2,000.00	
		2	Location Survey	136	1	136	136	1	136	80	1	80	195	1	195	60	1	60	0	0	60	0	60	1,750.00	
		3	Traffic Data	136	2	272	136	4	544	136	4	544	195	4	780	60	4	240	0	0	60	0	60	6,450.00	
		4	Top of Way Mapping/Engineering (Equipment List)	150	2	300	150	3	450	136	3	408	195	3	585	60	3	180	0	0	60	0	60	4,400.00	
		5.6	Site/General Investigation	150	3	450	136	3	408	136	3	408	195	3	585	60	3	180	0	0	60	0	60	4,400.00	
		7	Reconstruction	150	3	450	136	3	408	136	3	408	195	3	585	60	3	180	0	0	60	0	60	4,400.00	
		8	Develop Alternatives	150	3	450	136	3	408	136	3	408	195	3	585	60	3	180	0	0	60	0	60	4,400.00	
		9	Life Cycle Cost Analysis	150	4	600	136	4	544	136	4	544	195	4	780	60	4	240	0	0	60	0	60	1,540.00	
		10	Identify Optimum Alternative	150	4	600	136	4	544	136	4	544	195	4	780	60	4	240	0	0	60	0	60	1,540.00	
		11	Utility Investigation	150	5	750	136	5	680	136	5	680	195	5	975	60	5	300	0	0	60	0	60	3,140.00	
		12	Report	150	5	750	136	5	680	136	5	680	195	5	975	60	5	300	0	0	60	0	60	3,140.00	
			Sub-Total		14	1,400.00		21	2,800.00		21	2,800.00		21	2,800.00		21	2,800.00		0	0	21	0	21	28,000.00
		2.1B	Preliminary Design	1	Topographic Survey	150	18	2,700.00	136	18	2,448.00	136	18	2,448.00	195	18	3,510.00	60	18	1,080.00	0	0	60	0	60
2	Maping and Boundary Survey			150	18	2,700.00	136	18	2,448.00	136	18	2,448.00	195	18	3,510.00	60	18	1,080.00	0	0	60	0	60	4,000.00	
3	Project Coordination			150	64	9,600.00	136	64	8,704.00	136	64	8,704.00	195	64	12,480.00	60	64	3,840.00	0	0	60	0	60	8,900.00	
4	Preliminary Plans Preparation			150	30	4,500.00	136	30	4,080.00	136	30	4,080.00	195	30	5,850.00	60	30	1,800.00	0	0	60	0	60	46,500.00	
5	Public Information Meeting			150	6	900.00	136	6	816.00	136	6	816.00	195	6	1,170.00	60	6	360.00	0	0	60	0	60	1,100.00	
6	Public Information Meeting			150	6	900.00	136	6	816.00	136	6	816.00	195	6	1,170.00	60	6	360.00	0	0	60	0	60	1,100.00	
7	Public Information Meeting			150	6	900.00	136	6	816.00	136	6	816.00	195	6	1,170.00	60	6	360.00	0	0	60	0	60	1,100.00	
8	Public Information Meeting			150	6	900.00	136	6	816.00	136	6	816.00	195	6	1,170.00	60	6	360.00	0	0	60	0	60	1,100.00	
	Sub-Total		64	9,600.00		64	8,704.00		64	8,704.00		64	12,480.00		64	3,840.00		0	0	64	0	64	21,000.00		
2.1C	Final Design	1a	Prepare Final PS&E	150	18	2,700.00	136	18	2,448.00	136	18	2,448.00	195	18	3,510.00	60	18	1,080.00	0	0	60	0	60	27,180.00	
		1b	Independent Checks	150	18	2,700.00	136	18	2,448.00	136	18	2,448.00	195	18	3,510.00	60	18	1,080.00	0	0	60	0	60	2,480.00	
		2	Utility Agency Coordination	150	3	450.00	136	3	408.00	136	3	408.00	195	3	585.00	60	3	180.00	0	0	60	0	60	0	
		3	Utility Agency Coordination	150	3	450.00	136	3	408.00	136	3	408.00	195	3	585.00	60	3	180.00	0	0	60	0	60	3,250.00	
		4	Engineers Opinion of Probable Cost	150	4	600.00	136	4	544.00	136	4	544.00	195	4	780.00	60	4	240.00	0	0	60	0	60	2,620.00	
		5	Engineers Opinion of Probable Cost	150	4	600.00	136	4	544.00	136	4	544.00	195	4	780.00	60	4	240.00	0	0	60	0	60	4,450.00	
	Sub-Total		24	4,800.00		24	4,392.00		24	4,392.00		24	6,660.00		24	1,200.00		0	0	24	0	24	15,000.00		
2.1D	Bidding Services	1	Plan and Distribute Final PS&E	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,510.00	
		2	Contract Proposal Meeting/Agreement	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,900.00	
		3	Approved Quantity and Schedule Form	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,750.00	
		4	Approved Quantity and Schedule Form	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,750.00	
	Sub-Total		4	600.00		4	544.00		4	544.00		4	780.00		4	240.00		0	0	4	0	4	5,960.00		
2.1E	CONTRACTOR (BIDDER)	4	CONTINGENCY (BIDDER)	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,510.00	
		5	Additional Design Services	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,510.00	
	Sub-Total		2	300.00		2	272.00		2	272.00		2	390.00		2	120.00		0	0	2	0	2	3,020.00		
2.1E-A	Construction Services	2.1E	Provide General Administration	150	300	45,000.00	136	300	40,800.00	136	300	40,800.00	195	300	58,500.00	60	300	18,000.00	0	0	60	0	60	107,100.00	
		2.1F	Provide Consultant Supervision	150	48	7,200.00	136	48	6,528.00	136	48	6,528.00	195	48	9,360.00	60	48	2,880.00	0	0	60	0	60	22,216.00	
		2.1G	Provide Full Time Inspector	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1H	Provide Additional Heavy Inspector	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1I	Materials Testing	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1J	Provide All Plant Inspections	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1K	Provide All Testing	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1L	On-site Safety Guard Training	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1M	Material Testing	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
		2.1N	Material Compacting	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,780.00	
	Sub-Total		302	45,000.00		302	40,800.00		302	40,800.00		302	58,500.00		302	18,000.00		0	0	302	0	302	107,100.00		
2.1I	Record Information	1.2	Record Information	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,510.00	
2.1J	Contingency (Contractor)	2.1J	Contingency (Contractor)	150	1	150.00	136	1	136.00	136	1	136.00	195	1	195.00	60	1	60.00	0	0	60	0	60	1,510.00	
GRAND TOTALS				302	45,000.00	302	40,800.00	302	40,800.00	302	40,800.00	302	58,500.00	302	18,000.00	0	0	302	0	302	0	302	107,100.00		



**LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS**

**EXHIBIT B
CFA, Inc. 2018 Fee Schedule
For Sparks Consolidated 19-01 Project**

	<u>Rate Per Hour</u>
President	\$155.00
Principal or Department Manager Engineering/Land Surveying/Planning	\$135.00 – \$155.00
Senior Engineer/Land Surveyor/Planner	\$125.00 – \$145.00
Project Engineer/Land Surveyor/Associate Planner	\$100.00 – \$125.00
Civil Designer/Land Survey Technician	\$ 90.00 – \$115.00
Civil Technician/Land Survey Draftsman/Assistant Planner	\$ 85.00 – \$100.00
Intern Engineering/Land Surveying/Planning	\$ 45.00 - \$ 60.00
Construction Observation	\$ 85.00 – \$ 95.00
1-Man Survey Crew	\$135.00 – \$155.00
Additional Survey Crew Members	\$ 35.00 – \$ 55.00
Clerical	\$ 45.00 – \$ 60.00

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

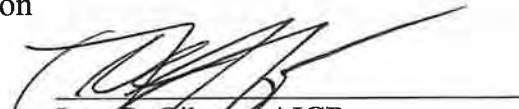
Public Transportation • Streets and Highways • Planning

August 16, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Dale R. Keller, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Golden Valley Road Rehab Project (Yorkshire Drive to North Virginia Street)

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Lumos & Associates, Inc. (“Lumos”) to provide design services and optional engineering during construction for the Golden Valley Road Rehab – Yorkshire Drive to North Virginia Street Project in an amount not to exceed \$266,685; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Lumos is for professional design services for the Golden Valley Road Rehab Project in the amount of \$127,680, and optional engineering during construction services (EDC) in the amount of \$139,005. The Project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street.

Lumos was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation with Lumos is now complete and the scope, schedule and budget are included in the professional services agreement.

FISCAL IMPACT

2020 Roadway Reconstruction Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

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

January 18, 2019 Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of August 16, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Lumos & Associates, Inc. ("CONSULTANT").

WITNESSETH:

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

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct Golden Valley Road from Yorkshire Drive to North Virginia Street (the "Project"); and

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

WHEREAS, RTC selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the Project.

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and engineering during construction services for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC's Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents,

and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order. CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project 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.

All 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) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a certified NAQTC or ACI (as applicable) tester and stamped, signed and dated by a Professional Engineer licensed in the State of Nevada.

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 Design Services (Tasks 2.1.A to 2.1.D-3)	\$91,360
Total OPTIONAL Design Services (Task 2.1.B-2)	\$21,320
Contingency – Design Services (Task 2.1.D-4)	\$15,000
Total OPTIONAL Construction Services (Tasks 2.1.E to 2.1.I)	\$129,005
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$10,000</u>
Total (Including Optional Services)	\$266,685

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Director, Construction Division has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Director, Construction Division has authority to act as CONSULTANT's representative with respect to this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, P.E.
 Director of Engineering
 Regional Transportation Commission
 1105 Terminal Way
 Reno, Nevada 89502
 (775) 335-1880

CONSULTANT: Steven G. Moon
 Director, Construction Division
 Lumos & Associates, Inc.
 9222 Prototype Drive
 Reno, Nevada 89521
 775-827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

LUMOS & ASSOCIATES, INC

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

Exhibit A

Scope of Services and Schedule

SAMPLE

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **GOLDEN VALLEY ROAD REHABILITATION/RECONSTRUCT**

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

The Scope of Services for this project will include the following tasks: The RTC has identified approximately 1,500 linear feet of Golden Valley Road that is in need of rehabilitation, this includes additional sidewalk where currently none exists, replacing degraded curb and gutter, ADA compliant pedestrian ramps at the affected intersections, coordinating pedestrian crossing at the railroad tracks, reconstruction of the railroad tracks, new catch basins where needed, bus stop improvements, striping and signage. The scope of work for this project includes: topographic surveying, geotechnical investigation, agency coordination (TMWA, NV Energy, City of Reno) and permitting (UPRR), preparation of construction documents, bid services, construction management, inspection, and quality assurance testing.

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

11. Construction Staking –includes providing supplementary control, construction stakes for roadway alignment and concrete improvements, and other information needed for construction.

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

PROJECT UNDERSTANDING

CONSULTANT will provide professional engineering services for the Golden Valley Road Rehabilitation/Reconstruction Project. The project limits include that portion of Golden Valley Road from N. Virginia St. to Yorkshire Drive; which may include the complete intersection at Yorkshire Drive and the East side portion of N. Virginia St. that connects the existing RTC Bus Stop just to the south of Golden Valley Road.

TASK 2.1.A - PROJECT MANAGEMENT

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

TASK 2.1.B-1 – TOPOGRAPHIC SURVEY AND MAPPING

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

Control 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 basemap. The vertical datum for the project will be reference to the City of Reno Vertical Datum.

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

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

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

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 5 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel. All RTC comments shall be addressed prior to recordation.

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

Deliverables – property boundary for one (1) parcel along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Two (2) permission to construct exhibits to also be provided.

TASK 2.1.C - GEOTECHNICAL INVESTIGATION

CONSULTANT proposes a field investigation that will consist of approximately two (2) test pits in the roadway shoulder and two (2) core excavations within the roadway, in the area proposed for reconstruction. CONSULTANT will collect samples of each soil type encountered within the test pits and core excavations and document the existing pavement structural section. We understand CONSULTANT will provide the excavating and coring services, traffic control, and patching (for core holes).

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

Field Investigation will include:

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

Laboratory analysis may include:

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

Report, Recommendations, and Conclusions:

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

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

TASK 2.1.D-1 - PRELIMINARY DESIGN

Existing Improvement Assessment - CONSULTANT shall perform a condition survey and determine the replacement limits for curb and gutter, valley gutters (if any), sidewalk, and driveway approaches in accordance with Regional Transportation Commission criteria for curb and gutter, sidewalk and driveway replacements. CONSULTANT shall perform a surface drainage condition assessment and improve drainage issues within the project limits including but not limited to catch basins, ditch inlets, storm drain manholes, and storm drain pipes. CONSULTANT shall also evaluate existing pedestrian ramps and traffic signals within the project limits for compliance with current ADA standards. This project will include and Special Assessment District (SAD) for new sidewalk improvements and replacement as needed. City of Reno will mark out sidewalks and driveways in white paint to be assessed and CONSULTANT will incorporate all assessed concrete areas into roadway design plans, specifications and quantity totals. Preliminary improvement plans and cost estimate will be provided at a 30% level, including any proposed utility improvements.

TASK 2.1.D-2 - CONSTRUCTION DOCUMENTS

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

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

60% and 90% Improvement plans submittal:

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

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

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

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The Regional Transportation Commission will electronically provide CONSULTANT the boilerplate of the contract documents and technical specifications in MS Word format.

100% Improvement plan and Specification Submittal:

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

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

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

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

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

Permitting:

Permitting forms and required documents will be prepared and submitted to UPRR for their review and approval. CONSULTANT will monitor the progress of the permits and provide additional or revised information as required. It is anticipated that required UPRR permitting will be limited to a Supplemental Agreement to an existing Basic Agreement with the City of Reno and a Contractor's Right of Entry agreement. At-grade improvements and associated permits are not anticipated and have not been included in this scope. It is noted that permitting may be lengthy and should be addressed early on in the project.

Plan Production and Distribution:

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

Review Meetings:

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

Final Bid Documents:

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

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

TASK 2.1.D-3 - BIDDING SERVICES

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

Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

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

TASK 2.1.D-4 – PROJECT DESIGN CONTINGENCY

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

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

TASK 2.1.E – CONSTRUCTION ADMINISTRATION (OPTIONAL)

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf on diskette

TASK 2.1.F – CONSTRUCTION STAKING (OPTIONAL)

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

Provide record of survey for existing monuments. Field locate three (3) street monuments in Golden Valley Road. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using local combined scale factor to establish ground values for the project. Re-establish the monument center position with punch mark on the three (3) newly installed street monuments. Prepare a corner record for each monument and file in the Office of the Washoe County Recorder.

TASK 2.1.G – CONSTRUCTION INSPECTION (OPTIONAL)

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

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior Inspector, ten (10) hour workdays for forty-five (45) shifts, for a total of 450 hours.

The inspectors will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments

- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups

TASK 2.1.H – MATERIALS TESTING (OPTIONAL)

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

The following tests and frequencies shall be performed:

- Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill, pipe bedding, and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s). Laboratory tests are anticipated to include cement treated base compression tests (27), moisture density curves (6), Atterberg limits (6), sieve analysis (6), and concrete compression tests (60).
- Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for asphalt concrete placement, and on-site PCC testing & sampling. One hundred (100) hours of field testing are anticipated.
- Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Six (6) – hot mix samples are anticipated.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Eighteen (18) – asphalt cores are anticipated. Test reports will also include percent compaction.

TASK 2.1.I – RECORD DRAWINGS (OPTIONAL)

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

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

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

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

TASK 2.1.J – CONSTRUCTION SERVICES CONTINGENCY (OPTIONAL)

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

EXHIBIT A

PROJECT SCHEDULE

Consultant agreement to RTC Board	August 16, 2019
Start Design	September 16, 2019
Preliminary Plans	October 29, 2019
Final Construction Documents	March 18, 2020
Advertise	March 19, 2020
Open Bids	April 10, 2020
Start of Construction	May 1, 2020


RTC Golden Valley Road Rehabilitation/Reconstruct Exhibit A-1			
Design & Construction Schedule			
		Beginning	9/16/2019
		Ending	6/30/2020
Task	Start	End	Days
Project Kick-off	9/16/2019	9/16/2019	1
Topographic Survey / Right-of-Way	9/17/2019	10/15/2019	28
Geotechnical Investigation	9/24/2019	10/22/2019	28
Preliminary Design (30%)	10/8/2019	10/29/2019	21
Agency Review	10/30/2019	11/13/2019	14
Construction Documents (60%)	11/14/2019	12/5/2019	21
Agency Review	12/6/2019	12/27/2019	21
Construction Documents (90%)	12/28/2019	2/1/2020	35
Agency Review	2/2/2020	2/16/2020	14
Construction Documents (100%)	2/17/2020	3/2/2020	14
Agency Review	3/3/2020	3/10/2020	7
Permitting (UPRR)	11/14/2019	3/18/2020	125
Final Bid Documents	3/11/2020	3/18/2020	7
Advertise (3 Week Bid Time)	3/19/2020	4/9/2020	21
Open Bids	4/10/2020	4/10/2020	1
Contracts	4/11/2020	4/29/2020	18
Notice To Proceed	4/30/2020	4/30/2020	1
Construction	5/1/2020	6/30/2020	60

EXHIBIT A

KEY PERSONNEL

The key personnel assigned to this project include the following:

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

SAMPLE

Exhibit B

Cost and Fees

EXHIBIT B
SAMPLE



EXHIBIT B - RATES

Standard Fee Schedule
Revised May 6, 2019

Engineering & Development	Per Hour
President	\$255
Director	230
Group Manager	215
Planning Group Manager	175
Project – Senior Project Manager	175-185
Staff Hydrogeologist - Hydrogeologist - Senior Hydrogeologist	155-165-170
Staff - Project - Senior Engineer	135-145-155
Staff - Project - Senior Structural Engineer	135-145-165
Landscape Architect Manager	145
Landscape Architect Designer – Landscape Architect	120-135
Project Coordinator	130
Project - Senior Project Designer	120-125
Structural - Senior Structural Designer	105-115
Assistant Planner	105
Engineering Technician I - II	95-105
Support Technician	70
Construction	Per Hour
Director	\$230
Group Manager	215
Project Manager	175
Geotechnical Engineer	195
Construction Services Engineer	160
Construction Services Supervisor	140
Geotechnician	130
Inspector - Senior Inspector (includes nuclear gauge)	110-120
Field Technician I – II (includes nuclear gauge)	95-100
Surveying	Per Hour
Director	\$230
Group Manager	215
Project Manager	175
Project - Senior Surveyor	140-150
Project Coordinator	130
Staff Surveyor	125
Surveying Technician I - II	100-115
Party Chief	145
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from May 6, 2019 until further notice.



Quality Control Fee Schedule
February 1, 2019

Testing/Inspection		Per Hour
Director		\$230
Group Manager		215
Geotechnical Engineer		195
Construction Services Engineer		160
Construction Services Supervisor		140
Geotechnician		130
Senior Inspector (includes nuclear gauge)		120
Inspector (includes nuclear gauge)		110
Field Technician II (includes nuclear gauge)		100
Field Technician I (includes nuclear gauge)		95
Administrator		75
Clerical		65

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$175
Wash	(ASTM C-117)	125
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	200

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$125
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	75
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	75
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	275
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	225
Coarse Durability Index	(ASTM D-3744)	300
Cleaness Value	(CAL 229)	225

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	125
Harvard Miniature	(NDOT T-101)	110
CAL 216		225
Check Point	(ASTM D-1557)	125



Quality Control Fee Schedule
February 1, 2019

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		25
Compression, Concrete Core	(ASTM C-42)	35
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	75
Compression, Grout Cylinder	(UBC 24-28)	35
Compression, Mortar Cylinder	(UBC 24-28)	35
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from February 1, 2019 until further notice.**

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

insurance policies, or certified copies of the policies, at any reasonable time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



August 16, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Lakeside Drive Rehab Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. to provide design services and optional engineering during construction for the Lakeside Drive Rehab Project in an amount not to exceed \$561,260; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Eastern Sierra Engineering, P.C. is for professional design services for the Lakeside Drive Rehab Project in the amount of \$303,645, and optional engineering during construction services (EDC) in the amount of \$257,615. The Project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek to McCarran Boulevard.

Eastern Sierra Engineering, P.C. was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Eastern Sierra Engineering’s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

2020 Roadway Reconstruction Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

- June 20, 2019 Approved the Qualified Consultant List for Engineering Design and Construction Management Services
- January 18, 2019 Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of August 26, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Eastern Sierra Engineering, P.C. ("CONSULTANT").

WITNESSETH:

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

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct Lakeside Drive from Evans Creek to McCarran Boulevard ("Project"); and

WHEREAS, Project will include removal and replacement of the roadway structural section, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, and other incidentals necessary for the rehabilitation and/or reconstruction of the street within the Project limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the Project.

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and engineering during construction services for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A of 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.

- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project 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.

All 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.

2.6. 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 Design Services: (Tasks 2.1.A. to 2.1.D.)	\$ 283,645
Contingency - Design Services: (Tasks 2.1.D.4)	\$ 20,000
Total OPTIONAL Construction Services: (Tasks 2.1.E. to 2.1.I.)	\$ 237,615
<u>Contingency – Construction Services: (Tasks 2.1.E. to 2.1.I.)</u>	<u>\$ 20,000</u>
Total (Including Optional Services)	\$ 561,260

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Project Manager has authority to sign binding documents on behalf of Company.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, P.E.
 Director of Engineering
 Regional Transportation Commission
 1105 Terminal Way
 Post Office Box 30002
 Reno, Nevada 89520
 (775) 335-1880

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

EASTERN SIERRA ENGINEERING, P.C.

By: _____
Shawn Jenkins. P.E. Principal Engineer

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **LAKESIDE DRIVE REHABILITATION – PROJECT**

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. (Not Applicable)
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, sidewalk and driveways for compliance with current ADA standards and consider improvements needed for “complete street” (ie. bike lanes).
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.
 - b. CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL’s in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.

4. Right-of-Way Mapping and Engineering Services

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

Deliverables – Record right-of-way in CAD format

- b. It is estimated approximately five (5) parcels will require permanent and/or temporary easements to construct the planned improvements at the Evans Creek intersection. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 5 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel. All RTC comments shall be addressed prior to recordation.
- c. It is estimated approximately ten (10) parcels will require Permission to Construct to construct the planned driveway improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

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

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

5. Subsection Identification and Core Location Selection. Information from condition surveys will be reviewed and locations for pavement test pits will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately five (5) test pits and six (6) cores will be required. The primary objective of the coring and test pit program will be to establish pavement, base, and subgrade layer thickness and material types.

6. **Geotechnical Investigation.** Subsurface soils will be evaluated by excavating five test pits to a depth of approximately five feet below existing grade to determine the thickness of asphalt concrete, aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. Six cores will be taken to establish existing asphalt concrete thickness above existing drainage structures. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.
7. **Backcalculation Analysis.** (Not Applicable)
8. **Develop Feasible Rehabilitation/Reconstruction Alternatives.** CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - Complete Reconstruction
 - Roadbed modification (reconstruction)

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest (1993) AASHTO Guide for Design of Pavement Structures to generate the design layer thickness associated with each pavement alternative.
9. **Conduct Life-Cycle Cost Analysis.** (Not Applicable)
10. **Identify Optimum Rehabilitation/Reconstruction Alternative.** Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
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.
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 Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1.B. Preliminary Design

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. As an option, topography at 1-foot contour intervals can be added.
3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.

5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized. It is also assumed 5 (five) one-on-one meeting with local businesses/property owners will be required.
6. Traffic Signal Modification Design. (Not Applicable)
7. Drainage Design. Drainage design is anticipated for portions of Lakeside Drive. Drainage evaluation will include the east side of Lakeside Drive approximately 420 feet south of the McCarran Blvd intersection and also the Evans Creek Drive intersection. Evaluation will not include box culvert evaluation or replacement.

2.1.C. Final Design

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

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

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

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 22"x34" set each to RTC and Local Entity, two 11"x17" sets to RTC, six 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
 - 90% Plans – One 11"x17" set to Washoe County Health District (WCHD).
 - 90% Specifications – One set each to RTC and Local Entity.
 - 100% Plans – One 11"x17" each to RTC and Local Entity.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and Local Entity.
 - Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
 - d. 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 may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.D. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

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

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

2.1.E. Contract Administration (Optional)

1. Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2.1.F. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.

- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 50 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 100 hours of field inspection and sampling and 100 hours of Nuclear Gauge time are anticipated.

2.1.H. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 20 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. ## hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.I. As-Built Information (Optional)

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

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

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

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

2.1.J Construction Contingency (Optional)

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

Exhibit A - Project Schedule

Project Schedule Lakeside Drive Rehabilitation			
Milestone	Begin	End	Duration
RTC Board Approval	8/16/2019		
NTP	8/26/2019		
Preliminary Design	9/3/2019	11/22/2019	12 weeks
Preliminary Design Submittal	11/22/2019		
Agency Review	11/25/2019	12/20/2019	4 weeks
Final Design	12/23/2019	2/21/2020	9 weeks
Final Design Submittal	2/21/2020		
Agency Review	2/24/2020	3/6/2020	2 weeks
Final Plans	3/9/2020	3/27/2020	3 weeks
Final Plans Submittal	3/27/2020		
Advertise	4/8/2020	5/6/2020	4 weeks
Open Bids	5/6/2020		
Construction NTP	6/8/2020		
Construction Complete	8/21/2020		50 WD

SAMPLE

Exhibit A – Project Team

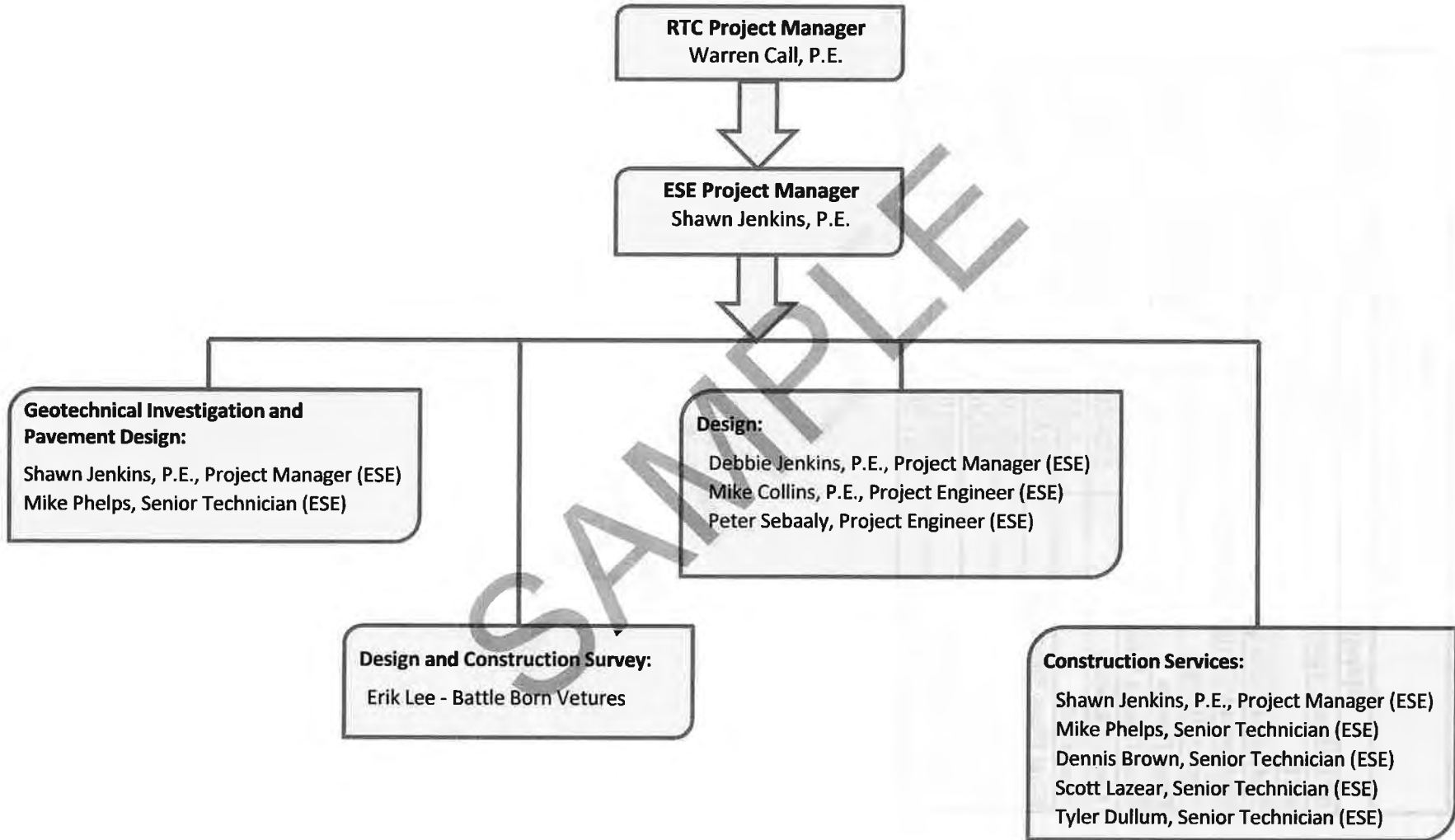


Exhibit B

Cost Proposal and Fee Schedule

SAMPLE

Exhibit B - Cost Proposal for the
Lakeside Rehabilitation Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$95/hr)	Expenses	Sub- consultant
Task 2.1.A Investigation of Existing Conditions						
1. FWD - Not Applicable						
2. Condition Survey		40	60	60		
Task 2.1.A.2 Hours Subtotal		40	60	60		
Task 2.1.A.2 Labor Costs		\$ 5,200.00	\$ 7,200.00	\$ 5,700.00		
Task 2.1.A.2 Non Labor Costs					\$ -	\$ -
Task 2.1.A.2 Non Labor Markup (5%)					\$ -	\$ -
Task 2.1.A.2 Total	\$	18,100.00				
3. Traffic Data		12	28			
Task 2.1.A.3 Hours Subtotal		12	28	0		
Task 2.1.A.3 Labor Costs		\$ 1,560.00	\$ 3,360.00	\$ -		
Task 2.1.A.3 Non Labor Costs					\$ -	\$ -
Task 2.1.A.3 Non Labor Markup (5%)					\$ -	\$ -
Task 2.1.A.3 Total	\$	4,920.00				
4. Right-of-Way Mapping and Engineering Services		4	40			\$ 25,000.00
Task 2.1.A.4 Hours Subtotal		4	40	0		
Task 2.1.A.4 Labor Costs		\$ 520.00	\$ 4,800.00	\$ -		\$ -
Task 2.1.A.4 Non Labor Costs					\$ -	\$ 25,000.00
Task 2.1.A.4 Non Labor Markup (5%)					\$ -	\$ 1,250.00
Task 2.1.A.4 Total	\$	31,570.00				
5. Locate Borings/Utility Clearance		2		12		
Task 2.1.A.5 Hours Subtotal		2	0	12		
Task 2.1.A.5 Labor Costs		\$ 260.00	\$ -	\$ 1,140.00		
Task 2.1.A.5 Non Labor Costs					\$ -	\$ -
Task 2.1.A.5 Non Labor Markup (5%)					\$ -	\$ -
Task 2.1.A.5 Total	\$	1,400.00				
6. Geotechnical Investigation						
Traffic Control Plan and Permits				4		\$ 2,000.00
Subsurface Soil Exploration - 5 test pits				24		\$ 4,500.00
Laboratory Testing					\$ 4,175.00	
Supplies					\$ 200.00	
Task 2.1.A.6 Hours Subtotal		0	0	28		
Task 2.1.A.6 Labor Costs		\$ -	\$ -	\$ 2,660.00		
Task 2.1.A.6 Non Labor Costs					\$ 4,375.00	\$ 6,500.00
Task 2.1.A.6 Non Labor Markup (5%)						\$ 325.00
Task 2.1.A.6 Total	\$	13,860.00				

**Exhibit B - Cost Proposal for the
Lakeside Rehabilitation Project**

Task Description	Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$95/hr)	Expenses	Sub-consultant
7. Back calculation Analysis - Not Used					
8. Develop Rehab/Reconst. Alternatives	12	8			
9. Life Cycle Cost Analysis - Not Used					
10. Optimum Rehab/Recon Alternative	12	8			
11. a and b Utility Investigation/ Depiction		40			
12. Pavement Design/Geotechnical Report	40	40	60		
Task 2.1.A.8-12 Hours Subtotal	64	96	60		
Task 2.1.A.8-12 Labor Costs	\$ 8,320.00	\$ 11,520.00	\$ 5,700.00		
Task 2.1.A.8-12 Non Labor Costs				\$ -	\$ -
Task 2.1.A.8-12 Non Labor Markup (5%)				\$ -	\$ -
Task 2.1.A.8-12 Total	\$ 25,540.00				
Total Not To Exceed Task 2.1.A	\$ 95,390.00				
Task 2.1.B Preliminary Design Services					
1. Supplemental Topography					
2. Mapping		4			\$ 17,500.00
3. Project Coordination	40	120			
4. 30% Plans					
Title Sheet		2			
Utility Survey for NLA	2	6			
Utility Coordination	2	12			
NLA Sheet		4			
Site Plan (one sheet)		4			
Plan and Profile Sheets at 1"=20' (5 sheets)	20	100			
Intersection Details at 1"=10' (3 sheets)	12	80			
Grading and Ped Ramps at 1"=10' (6 sheets)	8	60			
Striping Plans at 1"=20' (5 sheets)	2	10			
Details (3 sheets)	2	8			
QA/QC	12				
Specification List	2	1			
Engineers Estimate	4	12			
Plans Submittal	1	8			
5. Public Meetings	24	24			
7. Drainage Design	30	60			
Task 2.1.B.1-7 Hours Subtotal	161	515	0		
Task 2.1.B.1-7 Labor Costs	\$ 20,930.00	\$ 61,800.00	\$ -		
Task 2.1.B.1-7 Non Labor Costs				\$ -	\$ 17,500.00
Task 2.1.B.1-7 Non Labor Markup (5%)				\$ -	\$ 875.00
Task 2.1.B.1-7 Total	\$ 101,105.00				
Total Not To Exceed Task 2.1.B	\$ 101,105.00				

Exhibit B - Cost Proposal for the
Lakeside Rehabilitation Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$95/hr)	Expenses	Sub-consultant
Task 2.1.C Final Design						
1a thru c Final Plans						
Title Sheet			4			
Utility Coordination		2	40			
NLA Sheet			4			
Site Plan (one sheet)			4			
Plan and Profile Sheets at 1"=20' (5 sheets)		20	120			
Intersection Details at 1"=10' (3 sheets)		30	100			
Grading and Ped Ramps at 1"=10' (6 sheets)		30	100			
Striping Plans at 1"=20' (sheets)		20	20			
Details (3 sheets)		20	20			
Specification Preparation		40	20			
QA/QC		40				
Plans Submittal		1	4			
2. Engineers Estimate		12	12			
Task 2.1.C.1-3 Hours Subtotal		215	448	0		
Task 2.1.C.1-3 Labor Costs		\$ 27,950.00	\$ 53,760.00	\$ -		
Task 2.1.C.1-3 Non Labor Costs					\$ -	
Task 2.1.C.1-3 Non Labor Markup (5%)						
Task 2.1.C.1-3 Total	\$	81,710.00				
Total Not To Exceed Task 2.1.C	\$	81,710.00				
Task 2.1.D Bidding						
1. Plan/specification Distribution		4	12			
2. Prebid Meeting		4	8			
3. Bid Opening/Review Bid Documents		8	8			
4. Contingency - Design Services (Optional)					\$ 20,000.00	
Task 2.1.D.1-4 Hours Subtotal		16	28	0		
Task 2.1.D.1-4 Labor Costs		\$ 2,080.00	\$ 3,360.00	\$ -		
Task 2.1.D.1-4 Non Labor Costs					\$ 20,000.00	
Task 2.1.D.1-4 Non Labor Markup (5%)						
Task 2.1.D.1-4 Total	\$	25,440.00				
Total Not To Exceed Task 2.1.D	\$	25,440.00				
Total Design Services Tasks 2.1.A-D	\$	303,645.00				

Exhibit B - Cost Proposal for the
Lakeside Rehabilitation Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$95/hr)	Expenses	Sub-consultant
Task 2.1.E Construction Administration (Optional) (assumes 50 WD)						
Admin		200				
Project Engineer			360			
Final Walkthru		8	8			
Provide Constructuion Drawings			4		\$ 1,000.00	
Task 2.1.E Hours Subtotal		208	372	0		
Task 2.1.E Labor Costs		\$ 27,040.00	\$ 44,640.00	\$ -		
Task 2.1.E Non Labor Costs					\$ 1,000.00	\$ -
Task 2.1.E Non Labor Markup (5%)					\$ 50.00	\$ -
Total Not To Exceed Task 2.1.E	\$ 72,730.00					
Task 2.1.F Construction Surveying (Optional)						
Set Centerline and Offsets/Mark Cuts						\$ 25,000.00
Admin		20	40			
Task 2.1.F Hours Subtotal		20	40	0		
Task 2.1.F Labor Costs		\$ 2,600.00	\$ 4,800.00	\$ -		
Task 2.1.F Non Labor Costs					\$ -	\$ 25,000.00
Task 2.1.F Non Labor Markup (5%)					\$ -	\$ 1,250.00
Total Not To Exceed Task 2.1.F	\$ 33,650.00					
Task 2.1.G Inspection (Optional)						
Full time inspector (assume 50 working days)				600		
Additional Inspector as needed				200		
Task 2.1.G Hours Subtotal		0	0	800		
Task 2.1.G Labor Costs		\$ -	\$ -	\$ 76,000.00		\$ -
Task 2.1.G Non Labor Costs					\$ -	
Task 2.1.G Non Labor Markup (10%)					\$ -	
Total Not To Exceed Task 2.1.G	\$ 76,000.00					

Exhibit B - Cost Proposal for the
Lakeside Rehabilitation Project

Task Description		Project Manager (\$130/hr)	Project Engineer (\$120/hr)	Senior Tech (\$95/hr)	Expenses	Sub-consultant
Task 2.1.H Materials Testing (Optional)					\$ 12,150.00	
Asphalt concrete plant inspections/sampling				20		
On-site testing and sampling				200		
AC Coring				100	\$ 1,000.00	
Task 2.1.H Hours Subtotal				320		
Task 2.1.H Labor Costs		\$ -	\$ -	\$ 30,400.00		
Task 2.1.H Non Labor Costs					\$ 13,150.00	\$ -
Task 2.1.H Non Labor Markup (5%)						\$ -
Total Not To Exceed Task 2.1.H	\$ 43,550.00					
Task 2.1.I Project Closeout (Optional)						
1. Provide Record Drawings		12	80		\$ 500.00	
Task 2.1.I.1-2 Hours Subtotal		12	80	0		
Task 2.1.I.1-2 Labor Costs		\$ 1,560.00	\$ 9,600.00	\$ -		
Task 2.1.I.1-2 Non Labor Costs					\$ 500.00	\$ -
Task 2.1.I.1-2 Non Labor Markup (5%)					\$ 25.00	\$ -
Total Not To Exceed Task 2.1.I	\$ 11,685.00					
Task 2.1.J Construction Contingency (Optional)						
1. Contingency - Construction Services					\$ 20,000.00	
Task 2.1.I.1-2 Hours Subtotal						
Task 2.1.I.1-2 Labor Costs						
Task 2.1.I.1-2 Non Labor Costs					\$ 20,000.00	\$ -
Task 2.1.I.1-2 Non Labor Markup (5%)						\$ -
Total Not To Exceed Task 2.1.J	\$ 20,000.00					
Total Construction Services Tasks 2.1.E-J (Optional)	\$ 257,615.00					



EXHIBIT B - FEE SCHEDULE

I. Personnel

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

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$140.00/hour
Project Manager	\$130.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$110.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$95.00/hour
Technician/Inspector (Regular Wage)	\$90.00/hour

II. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00

Aggregate Testing

Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00

Other Testing

R-Value Untreated Field Sample (ASTM D2844)	\$250.00
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Concrete Testing

Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

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

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

EXHIBIT C

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

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

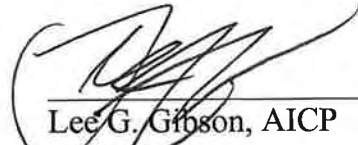
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Brian Stewart
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Administrative Settlement for property rights related to APN 007-183-11, necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project

RECOMMENDATION

Approve an Administrative Settlement of \$125,000 above the just compensation of \$1,375,000 representing a total settlement offer of \$1,500,000 for the full fee simple acquisition of the parcel known as APN 007-183-11 with Bajwa Properties, LLC – Co-Ed Lodge Series, necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project.

SUMMARY

In May 2019, the RTC presented a purchase offer to Bajwa Properties, LLC – Co-Ed Lodge Series, upon the just compensation amount of \$1,375,000. The offer was rejected in July 2019, and Bajwa Properties, LLC – Co-Ed Lodge Series provided a counteroffer to RTC Staff for a total amount of \$1,500,000 to settle the negotiations. Bajwa asserts the appraised value was too low, as it did not take into consideration the location of the property and the current condition of the property. Bajwa believes the value of the subject property to be \$1,624,633, which would result in an amount of \$249,633 over RTC’s appraisal. Bajwa indicated he would settle negotiations for \$125,000 in order to avoid his own litigation costs and risks associated with a potential for a legal settlement or jury trial. RTC staff reviewed the concern regarding the amount of the just compensation offer and continued to negotiate towards a final offer amount. The agreed upon administrative settlement amount of \$125,000 is justified as being reasonable, prudent, and in the public interest, to avoid additional costs of re-appraising the property, possible litigation expenses and potential project delays should condemnation become necessary.

Pursuant to Federal Transit Administration (FTA) Circular 5010.1E, RTC has sought and has received FTA’s concurrence and approval on the total settlement amount of \$125,000 recommended as being reasonable, prudent and in the public interest.

Should the Commission decline to approve the proposed settlement amount, RTC will continue to attempt to negotiate for the purchase of the property until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable, but resolution through court proceedings as opposed to a purchase agreement may become necessary.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| November 18, 2016 | Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA). |
| September 16, 2016 | Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Project and approved the local preferred alternative. |
| October 17, 2014 | Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE. |

ADDITIONAL BACKGROUND

This project will complete the final design for multi-modal transportation improvements on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. The 100 percent design plans for the project are complete. The roadway reconstruction and BRT project work in the South Virginia-Midtown segment of the project is tentatively scheduled to begin in June 2019 pending receipt of a Letter of No Prejudice from the FTA and successful negotiation with the CMAR contractor. Work in the North Virginia-UNR segment of the project is anticipated to begin mid-2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Brian Stewart
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Administrative Settlement for property rights related to APN 007-183-12, necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project

RECOMMENDATION

Approve an Administrative Settlement of \$105,000 above the just compensation of \$1,215,000 representing a total settlement offer of \$1,320,000 for the full fee simple acquisition of the parcel known as APN 007-183-12 with Ross Rentals, LTD., necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project.

SUMMARY

In May 2019, the RTC presented a purchase offer to Ross Rentals, LTD., upon the just compensation amount of \$1,215,000. The offer was rejected in July 2019, and Ross Rentals, LTD. provided a counteroffer to RTC Staff for a total amount of \$1,320,000 to settle the negotiations. Ross Rentals, LTD. asserts the appraised value was too low and provided his own appraised market value of \$1,320,000. RTC staff reviewed the concern regarding the amount of the just compensation offer and continued to negotiate towards a final offer amount. The agreed upon administrative settlement amount of \$105,000 is justified as being reasonable, prudent, and in the public interest, to avoid additional costs of re-appraising the property, possible litigation expenses and potential project delays should condemnation become necessary.

Pursuant to Federal Transit Administration (FTA) Circular 5010.1E, RTC has sought and has received FTA's concurrence and approval on the total settlement amount of \$105,000 recommended as being reasonable, prudent and in the public interest.

Should the Commission decline to approve the proposed settlement amount, RTC will continue to attempt to negotiate for the purchase of the property until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable, but resolution through court proceedings as opposed to a purchase agreement may become necessary.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| November 18, 2016 | Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA). |
| September 16, 2016 | Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Project and approved the local preferred alternative. |
| October 17, 2014 | Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE. |

ADDITIONAL BACKGROUND

This project will complete the final design for multi-modal transportation improvements on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. The 100 percent design plans for the project are complete. The roadway reconstruction and BRT project work in the South Virginia-Midtown segment of the project is tentatively scheduled to begin in June 2019 pending receipt of a Letter of No Prejudice from the FTA and successful negotiation with the CMAR contractor. Work in the North Virginia-UNR segment of the project is anticipated to begin mid-2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.16

TO: Regional Transportation Commission

FROM: David Carr, Facilities and Fleet
Manager


Lee G. Gibson, AICP
Executive Director

SUBJECT: Trane US Inc. Service Agreement Amendment #2

RECOMMENDATION

Approve Amendment #2 to the service agreement with Trane US Inc. to provide heating, ventilation and air conditioning (HVAC) preventive maintenance services in an amount not to exceed \$16,549; authorize the RTC Executive Director to execute the amendment.

SUMMARY

RTC facilities HVAC preventive maintenance has been provided through a contract with Trane US Inc. since April, 2014 which expired on June 30, 2019. RTC entered into Amendment No. 1 with Trane to extend the term of the agreement for an additional 90 days from July 1, 2019, through September 30, 2019, to provide fixed price preventative maintenance services but did not provide additional compensation to pay for those services. Amendment #2 provides for that compensation in an amount not to exceed \$16,549 and extends the agreement through September 30, 2019. A Request for Proposal (RFP), was issued on May, 23, 2019. Due to unanticipated delays with the RFP schedule, the recommendation to award a new contract and execute an agreement will not be brought to the Board until the September 20, 2019, meeting. Amendment #2 provides for a 90-day extension and compensation until that recommendation can be made.

FISCAL IMPACT

The fixed price preventative maintenance services is \$5,516 per month for the period July 1, 2019, to September 30, 2019, in a total amount not to exceed \$16,549. Funding for this agreement is included in the FY 2020 Board approved budget.

PREVIOUS BOARD ACTIONS:

- May 21, 2018 Approved third and final option year with Trane US Inc.
- June 15, 2017 Approved option year two with Trane Inc.
- April 15, 2016 Approved option year one with Trane Inc.
- April 18, 2014 Awarded agreement to Trane Inc.

Attachment

AMENDMENT NO. 2
TO
SERVICES AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
TRANE US, INC.

The Regional Transportation Commission of Washoe County (hereinafter "RTC") and TRANE U.S., Inc. (hereinafter "Contractor"), entered into an agreement on April 24, 2014 (the "Agreement"). This Amendment No. 2 to the Agreement is dated and effective as of July 1, 2019.

WITNESSETH:

WHEREAS, the original term of the agreement was from April 24, 2014 to June 30, 2016; and

WHEREAS, RTC exercised three (3) one year options through June 30, 2019 pursuant to the terms of the Agreement; and

WHEREAS, the parties entered into an Amendment No. 1 to extend the term of the agreement for an additional 90 days for Contractor to provide fixed price Preventative Maintenance services but did not provide additional compensation to pay for those services.

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

1. Amendment No. 1 is voided and replaced in its entirety with this Amendment No. 2.
2. The term of the Agreement shall be extended from July 1, 2019 until September 30, 2019.
3. RTC shall pay CONTRACTOR \$5,516.32 per month to provide fixed price Preventative Maintenance services for the period from July 1, 2019 to September 30, 2019, in a total not-to-exceed amount of \$16,548.96.
4. All other provisions of Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

TRANE U.S., INC.

By _____
Pamela Clifford, Contract Analyst

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

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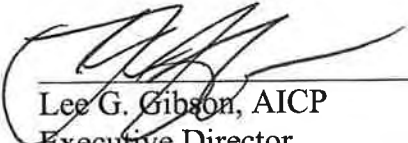
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Brian Stewart P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to Virginia Street during Construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the inclusion of requested enhancements to Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project. Funding for the enhancements to be provided by the City of Reno in an amount not to exceed \$222,600; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The City of Reno desires for the RTC to include certain enhancements within and adjacent to South Virginia Street during the construction of the Virginia Street Bus RAPID Transit Extension Project (Project) not included within the scope of the RTC work.

The City of Reno is reimbursing RTC for actual costs incurred for the design and construction of requested enhancements. RTC is competing the work of installing these enhance during the construction of the Project.

Requested enhancements will include the following items, as budget allows:

- Electrical infrastructure installation for future tree lighting
- Poles for special events banners
- Concrete stamp
- District street signs

FISCAL IMPACT

City of Reno will reimburse the RTC for costs incurred delivering the requested enhancements.

PREVIOUS ACTIONS BY BOARD

- July 19, 2019 Approve Interlocal Cooperative Agreement with the City of Reno for Limited Environmental Mitigation associated with the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.
- March 15, 2019 Approved Interlocal Corporate Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.
- July 20, 2018 Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.

- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

INTERLOCAL REIMBURSEMENT AGREEMENT

This agreement ("this Agreement") is made and entered into on _____, by and between the City of Reno ("CITY"), and the Regional Transportation Commission of Washoe County, Nevada ("RTC").

WHEREAS, RTC is undertaking the Virginia Street Bus Rapid Transit Extension Project, a project to design and construct roadway and guideway improvements, transit stations, and other multimodal enhancements on South Virginia Street between Plumb Lane and Liberty Street in the City of Reno, Nevada (hereinafter the "Project"); and

WHEREAS, CITY owns and maintains the right of way within the Project limits; and

WHEREAS, CITY desires to add certain enhancements within and adjacent to the Project as identified in Attachment 1 not included in the scope of the Project (the "CITY Improvements"); and

WHEREAS, RTC will complete the CITY Improvements as part of the Project; and

WHEREAS, CITY will reimburse RTC for the actual cost necessary to design and construct the CITY Improvements.

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:

1. It is mutually agreed that the parties' Project Managers will work together to determine and agree in writing upon the scope, design, specifications and budget for the categories of CITY Improvements identified in Attachment 1, provided that the total cost of the CITY Improvements may not exceed \$222,600 unless this Agreement is amended.
2. CITY's Project Manager is _____. RTC's Project Manager is Jeff Wilbrecht.
3. RTC agrees to:
 - (a) Contract with its consultant to provide engineering services to develop design plans necessary to construct the CITY Improvements.
 - (b) Contract with its contractor to provide all material, construct, install and perform all work to complete the CITY Improvements using the Construction Manager-At-Risk (CMAR) project delivery method.
 - (c) Warrant and represent that the CITY Improvements shall comply with all applicable state and local laws and ordinances and will strictly comply with the provisions of this Agreement and the plans and specifications. The quality of the material and workmanship used in the CITY Improvements will be satisfactory for a period of one (1)

9. 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

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

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

12. 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.

13. 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.

14. 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

CITY OF RENO

Lee G. Gibson, AICP
Executive Director

Hillary L. Schieve, Mayor

ATTEST:

Ashley D. Turney, City Clerk

APPROVED AS TO LEGALITY
AND FORM:

APPROVED AS TO LEGALITY
AND FORM:

Dale Ferguson, Esq.
RTC Chief Counsel

Susan Ball Rothe
Deputy City Attorney

Attachment 1

Estimated Costs

Description: Project Costs for City of Reno approved Enhancement Items for Virginia Street

Estimated Costs for Reimbursement to RTC:

Electrical infrastructure installation for future Tree Lighting (1)	\$142,600
Poles for Special Events Banners (2)	\$70,000
Concrete Stamp (MidTown logo) (3)	\$6,000
District Street signs (4)	\$4,000
Total Estimated Amount Reimbursement to RTC:	\$222,600

- (1) Labor, materials and equipment necessary to install electrical equipment (wiring, waterproof and tamper resistant outlet box, and ancillary systems) to accommodate future light systems at as many tree wells as budget allows, excludes lights.
- (2) Design and construction of two sets of special event banner poles located along Virginia Street (includes concrete foundations, pole base, pole and pole caps, foundation anchors and associated hardware, and eyelets or similar attachments for banner connection and electric service with exterior rated receptacle to top of each pole. Poles to be decorative and approximately 18 to 22 feet tall. Poles will support banners that will span the width of the street.
- (3) Procurement of MidTown branded concrete stamp and labor associated with use of stamp in to wet concrete at locations that have been specified by the City of Reno (approximately 40). Stamp design provided by City of Reno.
- (4) Procurement and installation of District Street signs at locations directed by the City.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Director's Report

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 4.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
August 16, 2019 Board Meeting

FAST Act Reauthorization

The Senate Environment and Public Works (EPW) Committee released its portion of the surface transportation reauthorization bill on July 29. The bill would increase spending by 27% over five years, from Fiscal Year (FY) 2021 through 2025.

RTC successfully advocated for the inclusion of an expanded Safe Routes to School Program (Section 1120). As provided in the Committee's section-by-section analysis, the section "[a]mends the Safe Routes to School Program to apply the program through 12th grade to enable and encourage high school students to walk and bike to school safely."

From the Committee's bill summary, the bill:

- Provides \$287 billion in contract authority from the highway account of the Highway Trust Fund.
- Maintains the FY 2020 amount of surface transportation block grant program funding sub-allocated to metropolitan areas.
- Authorizes \$5.5 billion for FY 20-25 for the Infrastructure for Rebuilding America (INFRA) grant program.
- Broadens the Federal Lands Transportation Program eligibility and requirements.
- Establishes a \$3.3 billion competitive grant program for structurally deficient bridges.
- Provides supplemental funding for investments in transportation safety.
- Codified the Administration's One Federal Decision Executive Order to streamline NEPA reviews???
- Provides supplemental funds to invest in transportation improvements to reduce carbon emissions.
- Establishes a new \$1 billion discretionary ??? grant program for charging and fueling infrastructure along designated alternative fuel corridors (language from the Clean Corridors Act).
- Provides for a study on vehicle-to-infrastructure communication technology, studying immediate and long-term safety benefits.
- Establishes a pilot program to conduct emerging technology research.

In the Senate, two other committees must provide their portions to make up the surface transportation reauthorization bill - the Senate Committee on Finance and Senate Banking Committee. The Senate Committee on Finance has the responsibility of coming up with revenues to pay for the authorized funding levels provided in the Senate Banking Committee's transit portion and Senate EPW's highway portion. There is disagreement on how to pay for the bill and maintain the solvency of the Highway Trust Fund. The Senate EPW Committee bill "provides funding to test the feasibility of a road usage fee or other user-based alternative revenue mechanisms that preserve a user fee structure to maintain the long-term solvency of the Highway Trust Fund."

Senate EPW Markup

The Senate EPW Committee considered S. 2302, America's Transportation Infrastructure Act - the Committee's highway portion of the surface transportation reauthorization bill, addressed above. The bill passed unanimously on a 21-0 vote. The Committee also passed S. 1992, "A bill to amend the FAST Act to repeal a rescission of funds." The bill repeals Section 1438 of the FAST Act which would rescind a total of \$7.5 billion of unobligated balances of funds apportioned to states on July 1, 2020. The language of S. 1992 is included in S. 2302.

Senator Duckworth (D-IL) offered an autonomous vehicle (AV) impact study amendment that would require relevant federal agencies, led by the Federal Highway Administration (FHWA), to study the impacts of AVs on current and future transportation infrastructure.

Senator Braun (R-IN) indicated he would offer a Buy American amendment to “make sure transportation infrastructure is not built with steel imported from China.” The amendment tightens requirements by codifying the Buy American Hire American Executive Order, eliminates blanket Buy American waivers, and instructs the Secretary of Transportation to review federally funded infrastructure programs to see where Buy American can be strengthened.

Senator Rounds (R-SD) offered an amendment, but it was not voted on yet, that would add biofuel and propane powered vehicles to eligible alternative fuels in the Section 1401 grant program for charging and fueling infrastructure.

CIG Program Hearing

The House Transportation and Infrastructure Committee’s Subcommittee on Highways and Transit held a hearing titled, “Oversight of the Federal Transit Administration’s Implementation of the Capital Investment Grant (CIG) Program.” Federal Transit Administration (FTA) Acting Administrator Jane Williams testified. The second witness panel included Bob Alger, President and CEO, Lane Construction Corporation, on behalf of American Road & Transportation Builders Association; Tom Gerend, Executive Director, The Kansas City Streetcar Authority; and Paul Skoutelas, President and CEO, American Public Transportation Association.

The majority's staff memo to the subcommittee provided information discovered during the Transportation and Infrastructure Committee's investigation into the CIG program. The graphs illustrate, according to majority staff, that “transit agencies face significantly longer timeframes for decision-making by FTA under this Administration...FTA actions have resulted in at least \$845 million in extra costs for transit agencies...The federal cost share for New Starts projects is shrinking...Project sponsors are waiting longer for approval to use streamlining tools [such as a Letter of No Prejudice (LONP)]...Transit agencies and FTA are working from different timelines.”

Subcommittee Chairwoman Norton (D-DC) opened the hearing by mentioning comments made by mayors and transit agencies, frustrated with the pace of FTA, its lack of timely communication, and slow approval of project milestones. Furthermore, Norton emphasized the negative reaction stemming from the FTA's Dear Colleague letter (which announced a new policy on TIFIA loans in financial plans treating them as part of the federal, not local, share even though the loan is repaid with local dollars), stating concern over the Administration's attempt at decreasing its share in projects, and penalizing metro-areas under the guise of geographic diversity. Norton said she is interested in reviewing the program and potentially making changes during reauthorization of the surface transportation bill.

Committee Chairman DeFazio voiced his disappointment in the Administration's attempt to cut or under-fund the CIG program and other critical infrastructure programs. He noted that FTA's written testimony "paints a rosy picture" of its actions, remarking how it's taken 44% longer to obtain approval for LONPs.

Acting Administrator Williams, in her oral testimony, responded to a number of these comments by saying, "FTA is moving projects through the CIG program in accordance with the statutory requirements. The timing of construction grant awards depends heavily on project sponsors completing necessary work to meet those statutory requirements." Williams added, “Frequently, we see proposed CIG projects delayed by challenges at the local level.”

In defense of the LONP process, Williams indicated this FTA action is being communicated at the local level as the commitment of funds to the project, when that is not the case. Williams also said that the project must meet the high scrutiny of the program before an LONP is signed.

Williams later responded to another question on the CIG Dear Colleague letter, noting it was "FTA's attempt to be transparent about discretionary decisions about grants" and that the letter was not in conflict with the current law. Williams said that project funds are treated as CIG funds versus non-CIG funds and "repayment doesn't factor in"; however, she emphasized that it is a discretionary program, "so when the Department looks at funding, they look at the totality of the federal investment, and so they look at everything that's being asked for from the federal government."

Chairman DeFazio challenged FTA's apparent practice and internal policy of requesting project sponsors to decrease the federal share to less than 40%, while the current share is 50%. In a heated exchange, DeFazio asked Williams to say whether sponsors are "being bullied" into increasing their local match and if FTA is willing to approve a project that has a federal share above 40%. While first attempting not to say yes, Williams noted the practice in the Bush and Obama Administrations and the position of using a blend of funds for projects; however, she then answered in the affirmative when pressed by DeFazio.

Neither Norton nor DeFazio appeared satisfied with the Acting Administrator's testimony or responses to questions. Republicans mostly steered clear of the committee's investigative report and focused more on working together on a surface transportation reauthorization bill, and asking the Administrator to provide ways in which the committee could further assist FTA on CIG or other programs.

In the second panel, APTA CEO Paul Skoutelas testified that "Unfortunately, over the past two decades, both Congress and FTA have repeatedly layered additional requirements on the CIG program, resulting in a bureaucratic maze." He noted APTA's concern that "many New Start project sponsors believe that FTA is strongly encouraging significant "local overmatch" of the federal CIG share." Skoutelas urged Congress to "establish a fixed CIG share for New Start, Core Capacity, and Small Start projects."

Budget and Debt Limit

On August 2nd, President Trump signed a \$2.7 trillion budget agreement that increases the discretionary budget caps for FYs 2020 and 2021, as well as suspends the debt ceiling until July 31, 2021. This agreement prevents cuts in non-defense discretionary spending, which otherwise would have been cut by approximately \$54 billion; instead, the new agreement increases the non-defense budget cap by \$24.5 billion to \$621.5 billion in FY 2020, and by \$5 billion to \$626.5 billion for FY 2021.

The House has marked up all 12 appropriations measures, passing 10 before the budget agreement was reached. According to [Congressional Quarterly](#), due to the House levels used by the appropriators, the House will "need to cut about \$15 billion in spending from nondefense accounts and increase defense discretionary spending in their bills by \$5 billion." This will be done in conference with the Senate passed spending bills.

White House Veto Threat

The White House issued a Statement of Administration Policy (SAP) with respect to the House FY 2020 minibus which includes the Transportation-HUD spending measure. The veto threat identifies a number of the Administration's provisions of concern with respect to all bills in the package. With respect to the Transportation-HUD appropriations bill, the SAP identifies the CIG program; it provides:

The Administration opposes policy provisions, as well as overly prescriptive administrative provisions, that contravene the current law, regulations, and guidance of the CIG program. The Administration believes that funding allocations should be made based on defined criteria and that the directives in the bill that affect local cost share, contingency funding requirements, and pre-determination of project award selection would cause taxpayers to assume more risk for complicated, multiyear projects.

GAO Report

The Government Accountability Office issued a report titled, "Federal Transit Administration Could Improve Information on Estimating Project Costs." The report examines stakeholders' views on factors that affect rail transit project costs; including, project design decisions, legal requirements, community and political environment, general and local market conditions, site characteristics, and project execution. The report also examines approaches used to manage costs. Though tailored to rail projects, much of this information can be used for bus and road projects.

Low-No Grant Program

The U.S. DOT and FTA announced \$84.9 million in grant selections under the Low or No Emission Vehicle (Low-No) grant program; awarding funding to 38 projects across 38 states. Among the awards, the Tahoe Transportation District received \$2.1 million "for the purchase and installation of vehicles, charging infrastructure, and maintenance facility upgrades."

Bus Coalition

On July 17th the Bus Coalition held an event on Capitol Hill with the bipartisan Congressional Bus Caucus to highlight the technology and innovations now used in transit buses, including battery electric buses. The event was intended to showcase new bus technology and emphasize the necessary funding for the Buses and Bus Facilities and Low-No grant programs. The press conference included remarks from Bus Coalition President Bill Carpenter, Bus Caucus Co-Chairs Congressman Larsen (D-WA) and Congressman LaHood (R-IL), APTA President and CEO Paul Skoutelas, CTAA Executive Director Scott Bogren and representatives from New Flyer and Complete Coach Works.

Personnel

Derek Kan, Under Secretary for Policy at U.S. Department of Transportation, is now Executive Associate Director at the White House Office of Management and Budget. Joel Szabat, Assistant Secretary for Aviation and International Affairs, is acting in Kan's role.

Felicia James is now Associate Administrator for FTA's Office of Planning and Environment, overseeing transit and transportation planning and environmental activities and the CIG program, among other responsibilities. Ms. James previously worked as the Leader of the Program and Policy Development Team and Manager in the Office of Project Development and Environmental Review at FHWA.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 4.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

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



REGIONAL TRANSPORTATION COMMISSION

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August 16, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: NDOT Spaghetti Bowl Project

RECOMMENDATION

Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly.

SUMMARY

Receive a report from the Nevada Department of Transportation (NDOT) regarding planning, design, environmental documents, phasing and the construction of the Spaghetti Bowl Project including the delivery of the Spaghetti Bowl Express (SBX) Phase.

FISCAL IMPACT

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

PREVIOUS ACTIONS BY BOARD

October 22, 2018 Acknowledged receipt of an update on the project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: NDOT US 395 North Valleys Improvement Project

RECOMMENDATION

Receive a presentation on the NDOT US 395 North Valleys Improvement Project.

SUMMARY

The Nevada Department of Transportation (NDOT) will construct improvements on US 395 to enhance traffic safety and mobility, and to support economic development and planned land uses in the North Valleys area.

The North Valley's project will be built in two phases to rehabilitate the existing roadway, add capacity and improve travel efficiency along the ever growing corridor. US 395 is a major connection between Reno/Sparks, Golden Valley, Lemmon Valley, and Cold Springs areas. US 395 also serves as a main connection with North-Eastern California.

Phase 1 limits are from the McCarran Interchange to the Lemmon Drive interchange. Phase 1 will include adding a third southbound travel lane, auxiliary lanes between the interchanges in both the northbound and southbound directions, and a reconfiguration of the Lemmon Drive interchange into a diverging diamond interchange.

Phase 2 limits are from the Lemmon Drive interchange to the Stead Boulevard interchange. Phase 2 will add a lane in both southbound and northbound directions as well as rehabilitation of the corridor.

FISCAL IMPACT

There is no fiscal impact associated with this item.

PREVIOUS ACTIONS BY BOARD

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



REGIONAL TRANSPORTATION COMMISSION

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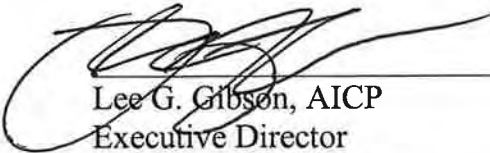
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

**SUBJECT: Virginia Street Bus RAPID Transit (BRT) Extension Monthly Progress Update
- Plumb to Liberty & Maple to 15th**

RECOMMENDATION

Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report.

SUMMARY

Federal Grant Process:

The project team continues to work towards receipt of Small Starts Capital Investments Grant from the Federal Transit Administration. The grant application package is currently under review with the grant award anticipated for early Fall of this year. RTC met with FTA representatives to discuss grant readiness and provide updates on construction activities within the Midtown segment of the project.

Early Work Utility Project:

Construction activities associated with the utility relocations within the South Virginia-Midtown segment of the project is complete.

The project team is in the process of closing out this stage of the project.

Roadway Reconstruction and BRT Project:

Construction has started in the South Virginia-Midtown segment of the project. Work has focused in the area south of Mt Rose Street and side streets in the northern portion of this segment. Work activities include roadway, curb, gutter, and sidewalk removal followed by the installation of street light improvements and placement of new concrete curb, gutter, and sidewalks.

During the month of July, paving activities occurred south of Mt. Rose Street along the eastern side of South Virginia Street. Side Streets under construction include Moran Street, East Taylor Street, St. Lawrence Avenue, Tahoe Street, Martin Street, and Arroyo Street.

Although early into the construction scope of work, it is progressing well and is on schedule.

Outreach Activities:

During the month of July, a significant amount of outreach occurred.

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

Press releases were shared with stakeholders regarding major work activities on both mainline South Virginia Street and side streets.

Project team members attended the Sports West Beach Party event to share information about the project and communicate with stakeholders and patrons of businesses in the Sports West Shopping center.

The Project Information Office located north of the Z-Bar on South Virginia Street was open during the month of July; however, after recommendations from key stakeholders and the public, the project office will be closing in August. The specific closure date has not yet been determined at the time of this progress report; however, this information will be disseminated to stakeholders once determined.

The RTC has also continued the weekly project-update videos that started in March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

Project information continues to be communicated weekly through the Project Stakeholder Update that is electronically distributed to subscribers.

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|----------------|---|
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit (BRT) Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit (BRT) Extension Project. |
| March 15, 2019 | Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Transit (BRT) Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit (BRT) Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Transit (BRT) Extension Project. |
| March 18, 2016 | Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit (BRT) Extension Project. |

- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit (BRT) Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit (BRT) Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit (BRT) Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit (BRT) Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit (BRT) Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

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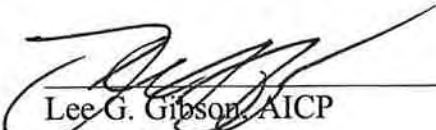
Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 6.2

TO: Regional Transportation Commission

FROM: Judy L. Tortelli
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Bus Stop Improvement and Connectivity Program (Bus Stop ICP) Progress Update

RECOMMENDATION

Acknowledge receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report.

SUMMARY

The 2020 budget reflects the RTC Board's approved increase in funding that will allow RTC to continue upgrading existing bus stops to be in conformance with ADA requirements including providing connectivity between pedestrian and transit modes of transportation. This increase in funding has established the Bus Stop Improvement and Connectivity Program (Bus Stop ICP). Non-compliant bus stop improvements will be prioritized based on the following factors: overall operational safety, boarding/alighting activity, (particularly among seniors and persons with disabilities), available right-of-way, and frequency of service.

The Bus Stop Improvement and Connectivity Program (Bus Stop ICP) is a multi-year program to achieve ADA compliance and improve connectivity in the region. In an effort to achieve progress quickly, RTC plans to tackle locations with minimal design constraints (drainage deficiencies, utility issues, Right-of-Way limitations, etc.) first. These locations, ranked by ridership and need, will be compared to RTC's 2040 RTP, Annual Pavement Preservation Program, Bicycle and Pedestrian Master Plan, and Complete Streets Master Plan to ensure proposed improvements are not replaced with a future project planned in the next three years. The goal of the program is to cost effectively improve existing bus stops and accessibility to bus stops. The Bus Stop ICP includes ADA pad and access improvements at various existing active bus stops throughout the community.

Approximately 100 bus stop locations were identified as candidates for improvements in Task Order 1. Field review and preliminary design has been completed for these 100 stops. Staff anticipated design and construction of improvements for approximately 60 bus stop locations during the first year of the Program. Design Plans (60%) for 62 bus stops was submitted on June 27, 2019, to the local jurisdictions for review. RTC met with local jurisdictions and address comments. Design Plans were revised to a resubmitted to local jurisdictions at the 100% design level recently.

The Right-of-Way (R/W) impacts for this first round of improvements are greater than anticipated. Of the 62 bus stops designed, 11 sites do not require R/W, 16 sites will require Permissions to Construct (PTC), and 35 sites will require Permanent and Temporary Construction Easements (TCE). Obtaining the rights to construct the needed improvements is an important process that takes time as staff work with property owners providing detailed information regarding the need, the impacts, and possibly compensation. Therefore, only 30 to 40 bus stop improvements will be included for construction this calendar year.

Two million dollars of Fuel Tax funding (NRS 373), has been identified for bus stop and pedestrian connectivity improvements for FY 2020. This amount was approved at the January 18, 2019, RTC Board Meeting. Design services for Task Order 2 will be authorized in September 2019. A second construction bid package will be advertised in the spring of 2020 that includes the remaining 48 bus stops from the initial 100 that are not constructed in the 2019 construction season.

FISCAL IMPACT

Appropriations are included in the approved FY 2020 Budget.

PREVIOUS ACTIONS BY BOARD

March 15, 2019	Acknowledged receipt of an update report on bus stop accessibility and improvements
January 18, 2019	Approved the Fiscal Year (FY) 2020 Street and Highway Program of Projects (POP)
November 16, 2018	Authorized an RFQ for Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 20219

AGENDA ITEM 7.1

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, AICP
Executive Director

SUBJECT: Set Executive Director's Goals for Fiscal Year 2020

RECOMMENDATION

Set Executive Director Lee Gibson's goals for fiscal year 2020.

SUMMARY

In accordance with the Executive Director's employment agreement, the Commission shall review the employee's performance at least once annually against the duties and obligations of the position, to include goals and objectives to which, to extent possible, have been reduced to writing and agreed upon between the parties.

FISCAL IMPACT

Funding has been included in the RTC FY 2020 Board approved budget.

PREVIOUS ACTIONS BY BOARD

July 19, 2019 Reviewed the Executive Director's performance.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

LEE GIBSON FY 2020 GOALS

1	Complete affordable housing study and prepare for joint development/master developer RFP to procure a public private partnership.
2	Initiate property disposal procedures pursuant to AB 270
3	Implementation of Shared Work Program with TMRPA
4	Spaghetti Bowl Funding Plan Update
5	Initiate 2050 RTP Process
6	Provide comments regarding reauthorization to US DOT and the Nevada Delegation
7	Bus operations test for the Double decker vehicle
8	Continue construction program- Virginia Street, Pavement preservation
9	Succession planning-continue
10	Federal priorities, including Reauthorization, and Shared Federal Framework



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 7.2

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, AICP
Executive Director

SUBJECT: Legal Counsel Report

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

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

August 16, 2019

AGENDA ITEM 8

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt